

## Notice of Information - Policy No. 602942

Dear Customer,

Based on the type of service(s) that you are buying and the information that you have disclosed to us, we recommend that you take out this insurance policy. This policy is made up of the General Terms and Conditions presented below, in addition to the sales agreement for the insured service, which you receive when you take out this policy.

Before taking out this insurance policy, please read this Notice of Information and the General Terms and Conditions carefully. They outline your rights and obligations, as well as the Insurer's rights and obligations, and are likely to answer any questions that you may have.

### Who is the Insurer?

**AWP P&C**, a société anonyme [corporation] with a share capital of €17,287,285.00, Bobigny Trade and Companies Register (RCS) under No. 519 490 080, registered office: 7 Rue Dora Maar, 93400 Saint-Ouen, a private company governed by the French Insurance Code (hereinafter the "Insurer").

### Who is the Distributor?

#### COMMUNE OF MEGEVE

Siret: 21740173600012

Legal category: 7210 Commune and new commune

APE code: 8411Z General government

Registered office: Mairie - 1 Place de l'Eglise

BP 23

74120 MEGEVE

Under this insurance policy, the Distributor:

- acts as an intermediary on an ancillary basis under the derogation set out in Article L. 513-1 of the French Insurance Code
- receives a commission included in your premium.

### Who is this policy aimed at?

This policy is aimed at anyone who has booked a Trip or any other service with an Approved Organisation or Intermediary and is subject to the terms and conditions below.

### What are the eligibility conditions for this policy?

In order to be eligible for Remote Consultation cover, you must have your Home in France.

In order to be eligible for the cover, you must have your Home in Europe.

The policy must be taken out on the same date as the Trip is booked, or no later than two (2) working days after this booking.

### What is the commencement date and term of your policy?

The policy will enter into force on the date that it is taken out for any personal Trip, for a maximum duration of two (2) consecutive months, sold by the Approved Organisation or Intermediary with which this policy has been taken out. The cover will apply as per the conditions set out in Article 2.2 'Validity Period' of the General Terms and Conditions below.

### What cover is provided in the policy?

- The types of cover listed in your sales agreement for the insured service and for which you will pay the corresponding premium.
- In order to find out the payment amounts and limits, along with the Excesses for each type of cover taken out, please take a look at the Cover Table. This table also includes a list of general exclusions, along with the specific exclusions for each type of cover.

### Key information

- ✓ You may or may not have a cancellation option after taking out this insurance policy. The terms and conditions for exercising this option are detailed in the 'Administrative Provisions' of the General Terms and Conditions in Article 7, 'Cancellation Option'.
- ✓ In order to avoid multi-insurance, in accordance with Article L112-10 of the French Insurance Code:

**Please check that you do not already have cover protecting you against one of the risks covered under the new policy. If you are already covered, you have the right to cancel this policy within fourteen calendar days from signing the contract, without incurring any fees or penalties, provided that all of the following conditions are satisfied:**

- you have taken out this policy for non-professional purposes;
- this policy is taken out at the same time as goods or services sold by a supplier are bought;
- you can prove that you are already protected against one of the risks covered under the new policy;
- the policy that you wish to cancel has not been fully implemented;
- you have not submitted any claims covered by this policy.

In that instance, you can exercise your right to cancel this policy by letter or any other durable medium sent to the insurer for the new policy, along with a document proving that you already have cover protecting you against one of the risks covered in the new policy. The insurer will be required to reimburse you the premium that you have paid within thirty days of you cancelling it.

If you would like to cancel your policy but do not satisfy all of the conditions above, please check the Cancellation terms and conditions set out in your policy under Article 7 "Cancellation option".

- ✓ Service quality and customer satisfaction are a priority for us. However, should our services not be completely satisfactory, you can contact us, as per the terms and conditions set out in Article 16 'Complaints Handling Procedures' of the General Terms and Conditions below.

The policy is drawn up in French and is governed by French law.

The types of cover in this policy, except for assistance cover, are regulated by the French Insurance Code.

## TO MAKE AN INSURANCE CLAIM



### PLEASE NOTE

The Insured Person must submit the claim to the Insurer within five (5) working days of the date on which they became aware of the event, except in the case of an act of God or force majeure. This time period is reduced to forty-eight (48) hours should there be theft of the Insured Property. After this period, if the Insurer incurs a loss due to the Insured Person's late declaration, the compensation may be reduced based on the loss incurred.

The Insured Person must take all measures to limit the consequences of the incident.

For the 'Full or Partial Cancellation or Change', 'Accidental Damage and Theft of Ski Equipment', 'Delayed Return' and 'Curtailed of Skiing Activity' cover, the following is provided:



In order to expedite the claim and streamline processing on the case, we recommend submitting the claim on the following website: <https://indemnisation.allianz-travel.fr>

A confidential access code means the Insured Person can track progress of the claim 24/7.

The Insured Person can contact the Insurer by telephone from Monday to Friday between 9:00 am and 6:00 pm (Mainland France time zone):

From France (if the Insured Person's current location is in France)

- 01 42 99 03 95 for French-speakers

- 01 42 99 03 97 for non-French-speaking Insured Persons

Outside France (if the Insured Person's current location is not in France)

- 00 33 1 42 99 03 95 for French speakers

- 00 33 1 42 99 03 97 for non-French-speaking Insured Persons

For the 'Sport or Leisure Activity Third-Party Liability' cover, the Insured Person must contact the Insurer:



- either by email at the following address: [responsabilite-civile@votreassistance.fr](mailto:responsabilite-civile@votreassistance.fr)

- either by post at the following address:

**AWP France SAS**  
**Service Juridique - Responsabilité Civile et Contentieux - DT03**  
**[Legal Department - Third-Party Liability and Claims]**  
**7 Rue Dora Maar**  
**CS 60001**  
**93488 SAINT-OUEN Cedex**

## EMERGENCY ASSISTANCE REQUIRED

The Insured Person or a third party should contact Allianz Travel:



by telephone 24 hours a day, 7 days a week:

From France on: **01 42 99 02 02** or

From outside France on: **00 33 1 42 99 02 02**

Deaf and hard-of-hearing access (24/7): <https://accessibilite.votreassistance.fr>

They will immediately be given a case number and should inform the assistance representative of:

- their policy number;
- their address and telephone number where they can be contacted.

In order to receive a reimbursement of costs paid by the Insured Person with the agreement of Allianz Travel, the Insured Person must submit to Allianz Travel all of the supporting documents that will enable the company to determine the validity of the claim.



- either by post at the following address:

**AWP France SAS**  
**Service Relations Clientèle - RELAC01 [Customer Relations Department]**  
**7 Rue Dora Maar**  
**CS 60001**  
**93488 SAINT-OUEN Cedex**

- or by telephone, from Monday to Friday, from 9:00 am to 5:30 pm (Mainland France time zone):

From France on **01 42 99 08 83** or

From outside France **00 33 1 42 99 08 83**

Deaf and hard-of-hearing access (24/7): <https://accessibilite.votreassistance.fr>

**IN ORDER TO ACCESS THE REMOTE CONSULTATION SERVICE**

► Contact us (24/7)

On the website <https://www.allianz-voyage-teleconsultation.fr>

Or by telephone on 01 40 25 59 81

**General Terms and Conditions - Policy no. 602 847****Table of Contents**

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## 1. COVER TABLE

SERVICES	SUPPORT	EXCESSES OR COVER THRESHOLDS
<b>FULL OR PARTIAL CANCELLATION OR CHANGE</b>		
<ul style="list-style-type: none"> <li>After a Covered Event occurs, other than those mentioned below</li> </ul>	Reimbursement of Cancellation fees up to the following limits:	Excess per Insured Person or per claim: <b>€30</b>
<ul style="list-style-type: none"> <li>Following any other Chance Event</li> </ul>	For Cancellations: <ul style="list-style-type: none"> <li>€8,000 per Insured Person, and</li> <li>€50,000 per Covered Event for all Insured Persons, up to a limit of the total Cancellation fees</li> </ul> or <ul style="list-style-type: none"> <li>€8,000 per claim</li> </ul> For Changes: <ul style="list-style-type: none"> <li>€300 per Insured Person or per claim</li> </ul>	Excess per Insured Person or per claim: <b>10%</b> of the total of insured Cancellation Fees, with a minimum of <b>€5</b> and a maximum of <b>€45</b>  When the price of the Trip is less than <b>€150</b> per Insured Person or per booking: Excess of <b>€30</b> per Insured Person or per claim

COVERED EVENT	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER THRESHOLDS
<b>ACCIDENTAL DAMAGE AND THEFT OF SKI EQUIPMENT</b>		
<ul style="list-style-type: none"> <li>Accidental loss of and/or accidental damage to ski equipment</li> </ul>	<ul style="list-style-type: none"> <li>Personal equipment: Reimbursement of the cost of hiring replacement equipment up to a limit of <b>€800</b> per Insured Person and per insurance period</li> <li>Rented equipment: Reimbursement of the rental deposit up to a limit of <b>€300</b> per Insured Person and per insurance period</li> </ul>	N/A

COVERED EVENT	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER THRESHOLDS
<b>DELAYED RETURN</b>		
<b>TRIP EXTENSION</b>		
<ul style="list-style-type: none"> <li>After a Covered Event occurs, other than those mentioned below</li> </ul>	Reimbursement of additional costs incurred after the Trip is extended, up to the following limits:  <u>WITH SUPPORTING DOCUMENTS for these costs</u> <b>€150</b> per day and per Insured Person for a maximum period of <b>5 consecutive days</b> , i.e. a maximum of <b>€750</b>  <b>OR</b>  <u>WITHOUT SUPPORTING DOCUMENTS for these costs</u> <b>€50</b> per day and per Insured Person for a maximum period of <b>5 consecutive days</b> , i.e. a maximum of <b>€250</b>	Cover threshold:  delay of more than <b>12 hours</b> in the original Departure time (shown on the insured ticket or on the notification issued by the carrier)

<ul style="list-style-type: none"> <li>• <b>After the following Covered Event occurs:</b> <ul style="list-style-type: none"> <li>- Quarantine</li> </ul> </li> </ul>	Reimbursement of additional costs incurred after the Trip is extended, up to the following limits:  <u>WITH SUPPORTING DOCUMENTS for these costs</u> <b>€150</b> per day and per Insured Person for a <b>maximum period of 14 consecutive days, i.e. a maximum of €2,100</b>  <b>OR</b>  <u>WITHOUT SUPPORTING DOCUMENTS for these costs</u> <b>€50</b> per day and per Insured Person for a <b>maximum period of 14 consecutive days, i.e. a maximum of €700</b>	
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REDIRECTION TO THE ORIGINAL RETURN LOCATION		
<ul style="list-style-type: none"> <li>• <b>After a Covered Event occurs</b></li> </ul>	Reimbursement of additional travel costs for getting to the originally scheduled return location, up to a limit of:  <b>€500</b> per Insured Person and per Covered Event	N/A

COVERED SERVICES OR REIMBURSEMENTS	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER THRESHOLDS
TRAVELLER ASSISTANCE		
ASSISTANCE DURING THE TRIP		
<ul style="list-style-type: none"> <li>• <b>Repatriation Assistance</b> <ul style="list-style-type: none"> <li>· Arranging and paying for getting the Insured Person back to their Home or transporting them to a hospital</li> <li>· Arranging and paying for return travel tickets for an insured travel companion</li> </ul> </li> </ul>	Actual costs  Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Assistance to the Insured Person's minor Children or their disabled adult Children</b> <ul style="list-style-type: none"> <li>· Arranging and paying for getting the Insured Person's minor Children or disabled adult Children back to their Home when the Insured Person is repatriated</li> <li>· Arranging and paying for an individual's round-trip travel costs to help to repatriate minor Children or disabled adult Children when the Insured Person is hospitalised locally</li> </ul> </li> </ul>	Actual costs  Actual costs	N/A
<ul style="list-style-type: none"> <li>• <b>Visit from a Relative should the Insured Person be hospitalised locally</b>  Paying the costs to enable a Relative to get to the Insured Person's bedside: <ul style="list-style-type: none"> <li>· Round-trip travel</li> <li>· Local accommodation expenses until the Insured Person is repatriated or discharged from hospital</li> </ul> </li> </ul>	Actual costs Up to a limit of <b>€50</b> per night until the Insured Person is repatriated or discharged from hospital, for a <b>maximum of 10 nights, i.e. a maximum of €500 per person</b>	N/A
<ul style="list-style-type: none"> <li>• <b>Charges for Emergency Hospitalisation Abroad (*)</b> <ul style="list-style-type: none"> <li>- The Insured Person belongs to a basic social security scheme: <ul style="list-style-type: none"> <li>· Direct payment subject to reimbursement by the Insured Person of the amounts received from welfare agencies</li> </ul> </li> <li>- The Insured Person does not belong to a basic social security scheme: <ul style="list-style-type: none"> <li>· Advance</li> </ul> </li> </ul> </li> </ul> <p>(*) The maximum amounts set out for the 'Charges for Emergency Hospitalisation Abroad' cover and the 'Emergency Medical Expenses Paid Abroad by the Insured Person (including Emergency Dental Care Expenses)' cover cannot be combined.</p>	Up to the following limits, per Insured Person and per Insurance Period:  <b>- €3,000</b>  <b>- €3,000</b>	N/A

<ul style="list-style-type: none"> <li><b>Emergency Medical Expenses Paid Abroad by the Insured Person (*)</b></li> <li>Reimbursement of the Emergency Medical Expenses Paid Abroad by the Insured Person (including Emergency Dental Care Expenses) paid by the Insured Person</li> </ul> <p>(*) The maximum amounts set out for the 'Emergency Medical Expenses Paid Abroad by the Insured Person (including Emergency Dental Care Expenses)' cover and the 'Charges for Emergency Hospitalisation Abroad' cover cannot be combined.</p>	<p>Up to the following limits, per Insured Person and per Insurance Period:</p> <p><b>- €5,000</b></p>	<p>Excess per Insurance Period: <b>€30</b></p>
<ul style="list-style-type: none"> <li><b>Additional costs locally</b></li> <li>Reimbursement of the Accommodation Costs of the Insured Person and/or the Accommodation Costs incurred by insured Family Members or the Accommodation Costs incurred by an insured travel companion, should one of the following occur: <ul style="list-style-type: none"> <li>immobilisation locally</li> <li>the holiday is extended</li> <li>travel costs to continue the curtailed Trip</li> </ul> </li> </ul>	<p>Up to a limit of <b>€50</b> per night and per person, until the Insured Person is repatriated, or until they are able to continue their Trip, and in all cases, for a <b>maximum of 10 days, i.e. a maximum of €500 per person</b></p> <p>Actual costs</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li><b>Search and/or Rescue Expenses</b></li> <li>Search Expenses</li> <li>Rescue Expenses</li> </ul>	<p>Actual costs</p> <p>Actual costs</p>	<p>N/A</p>

COVERED SERVICES OR REIMBURSEMENTS	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER THRESHOLDS
<b>TRAVELLER ASSISTANCE (CONTINUED)</b>		
<ul style="list-style-type: none"> <li><b>Assistance should the Insured Person die</b></li> <li>Transporting the body</li> <li>Funeral Expenses</li> <li>Additional costs of transporting insured Family Members or an insured travel companion</li> <li>paying the costs to enable a family member to get to the deceased Insured Person <ul style="list-style-type: none"> <li>Round-trip travel</li> <li>Local Accommodation Costs until the body is repatriated</li> </ul> </li> </ul>	<p>Actual costs</p> <p>Up to a limit of <b>€3,000</b> per Insured Person</p> <p>Actual costs</p> <p>Actual costs</p> <p>Up to a limit per day of <b>€50</b> for a <b>maximum of 10 days, i.e. a maximum of €500 per person</b></p>	<p>N/A</p>
<ul style="list-style-type: none"> <li><b>Providing a driver in order to return the Insured Person's vehicle</b></li> </ul>	<p>Driver's salary and travel costs</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li><b>Legal protection expenses</b></li> <li>Reimbursement of lawyers' fees</li> <li>Advance for bail</li> </ul>	<p>Up to the following limits, per Insured Person and per Insurance Period:</p> <ul style="list-style-type: none"> <li><b>€5,000</b></li> <li><b>€15,000</b></li> </ul>	<p>N/A</p>
<ul style="list-style-type: none"> <li><b>Early return assistance</b></li> <li>Arranging and paying the travel costs</li> </ul>	<p>Actual costs</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li><b>Making medication available locally</b></li> <li>Making medication available</li> <li>or setting up a system to enable the Insured Person to receive treatment</li> </ul>	<p><b>The costs of purchasing medication and/or receiving treatment are paid by the Insured Person</b></p> <p>Actual costs</p> <p>Actual costs</p>	<p>N/A</p>
<ul style="list-style-type: none"> <li><b>Should theft of identity papers, payment instruments and travel tickets occur:</b></li> <li>Advance of funds Abroad</li> <li>Arranging the Insured Person's return or continuation of their Trip</li> </ul>	<p>Up to a limit per Insured Person and per Insurance Period:</p> <ul style="list-style-type: none"> <li><b>- €200 per claim</b></li> </ul> <p>The expenses incurred are payable <b>by the Insured Person</b></p>	<p>N/A</p>

ASSISTANCE AFTER THE TRIP		
<ul style="list-style-type: none"> <li><b>Additional assistance to persons</b> <ul style="list-style-type: none"> <li>- Home health carer</li> <li>- Housework assistant</li> </ul> </li> </ul>	Up to the following limits: <ul style="list-style-type: none"> <li>- <b>20 hours maximum</b></li> <li>- <b>20 hours maximum</b></li> </ul>	Cover threshold:  Immobilisation of more than <b>48 hours</b>

REMOTE CONSULTATION - 'Cancellation and Multi-Risk Trip Cover' option		
<ul style="list-style-type: none"> <li>- Medical consultation by telephone or online via a website</li> <li>- Identifying a care facility near to the Insured Person's holiday location</li> <li>- Sending the Insured Person a written prescription for medication (at the doctor's discretion and if local legislation allows it)</li> </ul>	Up to a <b>maximum of 3 Remote Consultations</b> per Insurance Period and per Insured Person	N/A

CURTAILMENT OF A SNOW SPORT OR LEISURE ACTIVITY		
COVERED DAMAGE	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER THRESHOLDS
<ul style="list-style-type: none"> <li>• Compensation should a Snow Sport or Leisure Activity be curtailed</li> </ul>	Payment of compensation equal to the cost of unused 'Snow Sport or Leisure Activity' days, up to a limit of <b>€800</b> per Insured Person and per Covered Event (including ski passes and lessons)	N/A
<ul style="list-style-type: none"> <li>• Should ski passes be lost or stolen</li> </ul>	Payment of compensation proportional to the unused ski pass days, up to a limit of <b>€300</b> per person.	N/A

COVERED DAMAGE	COVER AMOUNTS AND LIMITS	EXCESSES OR COVER THRESHOLDS
SPORTS OR LEISURE ACTIVITY THIRD-PARTY LIABILITY (*)		
<ul style="list-style-type: none"> <li>• Physical Injury and Non-Material damage as a result of covered damage</li> <li>• Material and Non-Material Damage as a result of covered damage</li> </ul>	Up to a limit of <b>€150,000</b> per Claim  Up to a limit of <b>€45,000</b> per Claim  (*) The maximum compensation amount for the 'Sport or Leisure Activity Third-Party Liability' cover, all damage combined, is <b>€150,000</b> per Operative Event.	Excess per Claim: <b>€80</b>

## 2. VALIDITY OF THE POLICY

### 2.1 TERRITORIAL VALIDITY

The 'Full or Partial Cancellation or Change' cover will apply to any Trip in Europe.

The 'Accidental Damage or Theft of Ski Equipment', 'Delayed Return', 'Remote Consultation', 'Traveller Assistance', 'Curtailed of a Snow Sport or Leisure Activity' and 'Sport or Leisure Activity Third-Party Liability' types of cover will apply in the country (countries) visited during the Trip organised by the Approved Organisation or Intermediary and listed in the same sales agreement for the insured service, **excluding Countries Not Covered**.

The Insured Person is also covered during their private trips to countries in the destination area for the Trip, **except for Countries Not Covered**.



## 2.2 DURATION OF VALIDITY

### 2.2.1 Procedures for taking out the Policy and its entry into force

The Policy must be taken out on the same date that the Trip is booked.

The Policy will enter into force on the date it is taken out and no later than the Departure date.

### 2.2.2 Start and end of cover

- The **“Full or Partial Cancellation or Change” cover** will enter into force at 12:00 am on the day after payment of the premium. It will end when the Trip starts.
- The **‘Traveller Assistance’ cover** will take effect from the time that the Insured Person leaves the Departure location for the Trip (a maximum of twenty-four (24) hours before the Departure date listed in the sales agreement for the insured service). It will end no later than twenty-four (24) hours after the end of the Trip, the date of which is stated in the sales agreement for the Trip.
- The **Remote Consultation** cover is granted exclusively for the duration of the Trip.
- For the **‘Delayed Return’ (Trip Extension and Redirection to the Original Return Location) cover**: from the time that the Insured Person leaves the Departure location for the Trip (a maximum of 24 hours before the Departure date stated in the sales agreement and after the premium is paid by the Insured Person, at the earliest.

The cover will end twenty-four (24) hours after the time that the Insured Person actually returns.

- **All other cover** will take effect at 12:00 am on the Departure date stated in the sales agreement for the insured service, and after the payment of the premium by the Insured Person, at the earliest. It will end twenty-four (24) hours after the return time stated on the sales agreement for the insured service.

## 3. DEFINITIONS

In these General Terms and Conditions, capitalised terms and expressions are defined as follows:

### 3.1 GENERAL DEFINITIONS

**ACCIDENT:** any sudden and unforeseen event, external to the victim or the damaged item, which is the cause of the damage.

**ACCIDENTAL BODILY INJURY:** any unintentional bodily injury caused by the sudden action of an external cause, diagnosed by a Doctor.

**SNOW SPORT OR LEISURE ACTIVITY:** taking part in any amateur sports activity as part of a sports or leisure activity course or package/pass stated in the insurance cover agreement, and insured under this policy. Any competition, whether amateur or professional, will not be treated as a sports activity. The Insured Person must take part in the snow-based activity in winter, generally because it requires snow or ice to be present.

**ASSAULT:** any physical assault or threat of physical assault from a Third Party.

**INSURED PERSON:** the person(s) named in your sales agreement for the insured service provided that their Home is situated in Europe.

**INSURER:** AWP P&C, namely, the Insurer with which this insurance policy was taken out. The assistance services are provided by AWP France SAS, hereinafter referred to under the commercial name 'Allianz Travel'.

**BENEFICIARIES:** a person receiving compensation paid, not in their personal capacity, but because of their links with the Insured Person.

**SPOUSE:** the spouse, civil partner or de facto spouse of the Insured Person who usually lives at the same residence.

**DEPARTURE:** the scheduled date and time for the start of the Trip, is stated in the same sales agreement for the Trip or on the ticket.

**CONSEQUENTIAL NON-MATERIAL DAMAGE:** any monetary loss as a result of being unable to use a right, a service rendered by a person or an item of property being curtailed, activity ceasing, or loss of profit or customers, and which is the direct consequence of a covered Physical Injury or covered Material Damage.

**MATERIAL DAMAGE:** any accidental damage, destruction or loss of an item of property, as well as any damage suffered by a pet.

**HOME:** the main place of residence located in Europe, the address of which must appear on the most recent income tax notice.

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

**CHILD:** the Insured Person's dependent Children, dependent minor or disabled adult child, usually living with the Insured Person.

**EPIDEMIC:** a contagious disease whose spread constitutes an epidemic according to the World Health Organization (WHO) or the relevant health authority of the country of the Insured Person's Home.

**ABROAD:** any country, **with the exception of the country where the Insured Person resides, along with Countries Not Covered.**

**EUROPE:** territories of the Member States of the European Union, located in geographical Europe, as well as the following territories and countries: Guadeloupe, Guyana, Martinique, Réunion, Mayotte, Saint-Barthélemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin (French part), Switzerland and the Vatican.

**The Azores, the Canary Islands and Madeira are not included in this definition.**

**CHANCE EVENT:** any unforeseeable event, external to, and outside of the control of, the Insured Person.

**COVERED EVENT:** any event giving entitlement to cover and set out in each type of cover in this Policy.

**FRANCE:** Mainland France (including Corsica), Guadeloupe, Guyana, Martinique, Mayotte, Réunion, Saint-Martin (French part) and Saint-Barthélemy and Monaco.



**MAINLAND FRANCE:** European territory belonging to France (including the islands located in the Atlantic Ocean, the English Channel and the Mediterranean), **with the exception of any French overseas department, region, local authority, territory and country.**

**EXCESS:** the share of the loss payable by the Insured Person when the claim is settled. The Excess amounts for each type of cover are set out in the Cover Table.

**OFF-PISTE SPORT:** taking part in a Snow Sport or Leisure Activity in areas not marked out, monitored or prepared by the safety services at winter sports resorts.

**CIVIL WAR:** an armed struggle within a State between different groups defined by their ethnic, religious, community or ideological identity, or between at least one of these groups and the regular armed forces of that State.

**FOREIGN WAR:** an armed conflict, whether declared or not, between one State and one or more other States or an irregular external armed force, on the grounds of, for example, a geographical, political, economic, racial, religious or environmental dispute.

**LIMIT PER COVERED EVENT:** the maximum covered amount for an event giving entitlement to cover, irrespective of the number of Insured Persons in this policy.

**ILLNESS:** any change in of a person's health condition as diagnosed by a Doctor.

**FAMILY MEMBER:** The Insured Person's spouse, direct ascendants or descendants; their Spouse's ascendants or descendants; as well as their brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents-in-law, legal guardian or person placed under his protection.

**APPROVED ORGANISATION OR INTERMEDIARY:** Commune of Megève, the distributor of the Trip.

**PANDEMIC:** an Epidemic which the World Health Organization (WHO) or the relevant health authority of the country of the Insured Person's Home has declared as a pandemic.

**COUNTRIES NOT COVERED:** North Korea. An updated list of all Countries Not Covered is available at the following website: <http://paysexclus.votreassistance.fr>

**INSURANCE PERIOD:** validity period for this policy.

**RELATIVE:** any individual related to the Insured Person.

**QUARANTINE:** strict isolation imposed upon a person who has been exposed to, or is likely to have been exposed to a contagious disease whose spread has been declared as an Epidemic or a Pandemic, as ordered by a competent authority.

**Lockdowns which apply more broadly to part or all of a population or geographical area are excluded.**

**COVER THRESHOLD:** minimum duration or percentage which triggers the Insurer's assistance or the cover being implemented. The cover thresholds for each type of cover are outlined in the Cover Table.

**POLICYHOLDER:** the signatory of your sales agreement for the insured service, who pays the insurance premium.

**SUBROGATION :** process by which the Insurer replaces the Insured Person in their rights and legal actions against any party liable for their damage in order to obtain reimbursement of the sums that the Insurer has paid to the Insured Person following a Covered Event.

**THIRD PARTY:** any individual or legal entity except for the Insured Person.

**AGGRAVATED THEFT:** theft committed involving a Break-in or an Assault, documented by a detailed crime report.

**TRIP:** insured travel and/or holiday, organised, sold or supplied by the Approved Organisation or Intermediary with whom this policy was taken out and scheduled to take place within the validity period of the Policy. All of the tourist services covered by the Policy, irrespective of whether they are additional or sequential, constitute a single Trip, which only has one single date of Departure.

## 3.2 **SPECIFIC DEFINITIONS**

### 3.1.1 **CANCELLATION OR CHANGE**

**CANCELLATION:** firm and final withdrawal from the Trip by the Insured Person, notified to the Approved Organisation or Intermediary.

**CHANGE:** postponement of the Trip by the Insured Person, provided that it is postponed before their Departure and this postponement is for the outbound journey date for the Trip, at the very minimum.

### 3.1.2 **ACCIDENTAL DAMAGE AND THEFT OF SKI EQUIPMENT**

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

### 3.1.3 **TRAVELLER ASSISTANCE**

**SEARCH EXPENSES:** expenses for operations undertaken by civil or military search and rescue organisations or specialist public or private organisations, which set out specifically to search for the Insured Person in a place that has no local organised rescue services.

**RESCUE EXPENSES:** transportation costs following search operations (after the Insured Person is found) from the place where the Accident occurred to the closest medical facility.

**ACCOMMODATION COSTS:** additional hotel costs (breakfast included), **with the exception of expenses for food, drinks and tips.**

**FUNERAL EXPENSES:** expenses for initial preservation, handling and placement in coffin, specific transportation arrangements, required preservation, preparation and the simplest coffin, required for transportation and complying with local legislation, **with the exception of expenses for burial (or cremation), embalming, dressing and the ceremony.**

**When the body can be transported without a coffin in compliance with the regulations in force, the coffin costs will not be paid.**

**MEDICAL EXPENSES:** medically prescribed pharmaceutical, surgical, practitioner's and hospital expenses required for diagnosing and treating an Illness or following a Physical Injury.

**EMERGENCY DENTAL CARE EXPENSES:** expenses for emergency dental care, as defined by the Allianz Travel Medical Department.

**EMERGENCY HOSPITALISATION:** a stay in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed, following a Physical Injury or Illness.

**IMMOBILISATION:** requirement to stay completely at a Home, hereinafter "Immobilisation at Home", or at the Trip accommodation, following a visit by a Doctor and a medical certificate being issued.

#### 3.1.4 SPORTS OR LEISURE ACTIVITY THIRD-PARTY LIABILITY

**BODILY INJURY:** any unintentional injury to an individual's physical or psychological integrity, as well as any resulting financial loss.

**OPERATIVE EVENT:** initial cause leading to damage to one or more persons.

**THIRD-PARTY LIABILITY:** an obligation to pay compensation for the consequences of damage caused to a Third Party by you or by persons for whom you are responsible or by items of which you are in charge.

**CLAIM:** all prejudicial consequences resulting from the same Operative Event likely to result in one or more types of cover in this policy being implemented. Consequently, all damage arising from the same initial cause constitutes one and the same claim.

**THIRD PARTY:** any individual or legal entity, **other than the Insured Person themselves, their collateral ascendants and descendants to the second degree, or:**

For the 'Sport or Leisure Activity Third-Party Liability', any individual listed in the same sales agreement for the insured Sport or Leisure Activity.

## 4. TYPES OF COVER

### 4.1 FULL OR PARTIAL CANCELLATION OR CHANGE

#### 4.1.1. PURPOSE OF THE COVER

When the Insured Person cancels or changes their booking, the Approved Organisation or Intermediary for their Trip may charge the Insured Person for all or part of the price of the services, called 'Cancellation or Change fees'. These fees increase as the Departure date approaches. The fees are calculated using the scale of charges outlined in the Cover Table.

The Insurer will reimburse the Cancellation or Change Fees charged, after the Excess amount stated in the Cover Table is deducted.

#### 4.1.2. EVENTS COVERED SHOULD A CANCELLATION OR CHANGE OCCUR

The Cancellation or Change must be as a result of one of the following Covered Events, which absolutely prevents the Insured Person's Departure:

##### ► Medical events:

#### 4.1.2.1. An Illness, including pregnancy-related illnesses or illnesses linked to an Epidemic or a Pandemic, or illnesses linked to an Accidental Bodily Injury, as well as the consequences, after-effects, complications or aggravations of an Illness or Accidental Bodily Injury diagnosed before the Trip was booked,

which requires:

- either hospitalisation from the Cancellation or Change date up to the originally scheduled Departure date,
- or
  - the cessation of all professional activity, or home care if the person does not work, from the day of Cancellation or Change up to the scheduled Departure date,
- and
  - a medical consultation, including following medical treatment from the Cancellation or Change date, or undergoing tests prescribed by a Doctor,

with, in all cases, this treatment being paid for by one of the health insurance organisations with which the Insured Person is registered, affecting:

- the Insured Person or a Family Member,
- their work replacement, named when the Policy was taken out or, failing this, the person named by the company when organising paid leave,
- the person named when the Policy was taken out, entrusted with, in return for a fee, during the Insured Person's Trip, looking after or accompanying the Children,

#### 4.1.2.2. A medical contraindication against a vaccination, the effects of a vaccination or being unable to receive preventive treatment for medical reasons that is required for the destination of the Insured Person's Trip.

##### ► Family events:

#### 4.1.2.3. The death (including death linked to an Epidemic or a Pandemic) of:

- the Insured Person or a Family Member,
- their work replacement, named when the Policy was taken out or, failing this, the person named by the company when organising paid leave,

- the person named when this Policy was taken out, entrusted with, in return for a fee, during the Trip, looking after or accompanying the Children on the Trip,
- a Relative,

and provided that the deceased person's Home is not the Trip destination.

► **Professional or academic events:**

**4.1.2.4. The Insured Person is notified about an examination resit in connection with their studies on a date during the Trip**, providing that the Insured Person did not know that they had failed the examination when they made the booking.

The cover will also apply when the Insured Person repeats their academic year, provided that they were not aware of the repeated year when they booked the Trip **and** that the new academic year starts during the Trip dates.

**4.1.2.5. The Insured Person or their Spouse are made redundant**, provided that notice about the one-on-one meeting prior to being made redundant was not received before the date on which the Trip was booked.

**4.1.2.6. Obtaining a job as an employee or a paid internship**, taking effect before or during the Trip dates, while the Insured Person was registered as unemployed.

The cover will also apply when the Insured Person already has a job on a temporary contract when the Trip was booked, **and** provided that this contract is:

- upgraded to a permanent contract or
- renewed the day after the contract end date for a minimum period of three (3) consecutive months.

► **Material Damage events:**

**4.1.2.7. Serious damage to the Insured Person's vehicle occurring within forty-eight (48) hours prior to Departure, requiring the Insured Person<sup>7</sup>**, requiring the Insured Person's presence on their scheduled Departure date for expert appraisal or repairs and/or to perform essential administrative procedures.

**4.1.2.8. An Accident or breakdown involving the transport used by the Insured Person for their travel to the Departure location, resulting in them arriving at their Departure location (2) two hours** after their scheduled arrival time, making them miss the transport booked for their Departure, **and** provided the Insured Person has taken steps to reach the Departure location at least thirty (30) minutes:

- before the last time for check-in if this involves air travel;
- before the Departure time stated on their rail or sea travel ticket.

► **Other events:**

**4.1.2.9 The Insured Person or an insured travel companion is put into Quarantine**, providing that it starts before Departure and ends during the Trip dates.

**4.1.2.10. the lack of or excess snow within the five (5) days prior to the Insured Person's Departure**, occurring:

- at resorts located at an altitude of more than 1,500 metres and
- between the 3<sup>rd</sup> Saturday in December and the 2<sup>nd</sup> Saturday in April

**and** resulting in the closure:

- of a minimum of 2/3 of the ski lifts usually in use at the holiday resort,
- for at least two (2) consecutive days.

**4.1.2.11. Another Chance Event** that constitutes an immediate, real and serious obstacle that prevents Departure and/or the activities scheduled during the Trip from being carried out.

**The compensation will be paid out after the specific Excess stated in the Cover Table is deducted. This Excess will also apply to the persons booked on the Trip at the same time as the Insured Person.**

**4.1.2.12. The Cancellation or Change of insured companions travelling alone or two (2) persons travelling together due to the covered Cancellation or Change of one of the Insured Persons**, provided that they are all insured under the policy and appear in the same sales agreement for the Trip.

**However, all Insured Persons who are part of the same household for tax purposes, or who can prove that they are directly related, are insured under the 'Full or Partial Cancellation or Change' cover.**

#### **4.1.3. COVER AMOUNT**

The Insurer will reimburse, up to the amounts stated in the Cover Table, the total Cancellation or Change fees charged by the Approved Organisation or Intermediary, but will not, however, exceed the price of the Trip stated in the sales agreement for the Trip.

**The Insurer's compensation will always be limited to the total fees that would have been charged to the Insured Person if they had informed the Organisation or Authorised Representative on the date on which the Covered Event occurred.**

**The costs of tips, administrative fees, visas and other fees, with the exception of service fees, as well as the premium paid for taking out this Policy, will not be reimbursed.**

Service fees will be fully reimbursed, provided that they are part of the insured amount declared when this Policy is taken out.

Should there be any Change as a result of any of the Covered Events occurring, the Insurer will reimburse the Change Fees to the Insured Person up to the limit set out in the Cover Table. **If the Insured Person changes and then cancels the Trip, their Cancellation fees will be paid, after the Change fees already reimbursed by the Insurer are deducted.**

When the Insured Person cancels or changes their Trip dates following a Covered Event, the Insurer will pay the single-room supplement for the travel companion travelling alone who is insured under the same policy, up to the limit of the Cancellation fees which would have been charged if they had cancelled themselves.

#### 4.1.4. COVER EXCLUSIONS

In addition to the 'General Exclusions' outlined in Article 5 (except for Article 5.12), and any exclusions outlined in the definitions, the consequences of the following circumstances and events will also be excluded:

- 4.1.4.1. Illnesses or Accidental Bodily Injuries which have already been diagnosed or treated, or have recurred, worsened or resulted in hospitalisation between the date on which the Trip was booked and the date on which this Policy was taken out;
- 4.1.4.2. Illnesses which were already diagnosed, or resulted in a progression, an additional examination or a change in treatment within thirty (30) days before the Trip was booked;
- 4.1.4.3. Accidental Bodily Injury occurring or resulting in surgery, rehabilitation, an additional examination or a change in treatment within thirty (30) days before the Trip was booked;
- 4.1.4.4. voluntary termination of pregnancy or in vitro fertilisation;
- 4.1.4.5. medical contraindications applying to the Trip not due to an Illness, including pregnancy-related illnesses, or an Accidental Bodily Injury, as per the terms of Article 4.1.2.1 of this cover;
- 4.1.4.6. a failure to have the vaccination or receive the preventive treatment required for the Trip destination not justified by a medical contraindication referred to in Article 4.1.2.2 of this cover;
- 4.1.4.7. refusal by an employer to grant paid leave;
- 4.1.4.8. the lack of or excess snow, except when it occurs within the five (5) days prior to Departure at resorts located at an altitude of more than 1,500 metres between the 3<sup>rd</sup> Saturday in December and the 2<sup>nd</sup> Saturday in April, and resulting in a minimum of 2/3 of the ski lifts usually in use at the holiday resort being closed for at least two (2) consecutive days;
- 4.1.4.9. climate, meteorological or natural events;
- 4.1.4.10. Natural Disasters;
- 4.1.4.11. failure to present the identity documents required to access the booked travel and/or administrative documents required for customs formalities, or non-compliant identity documents;
- 4.1.4.12. any Covered Event occurring between the date on which the Trip was booked and the date on which the Policy was taken out;
- 4.1.4.13. any circumstances that only affect the enjoyment of the Insured Person's trip;
- 4.1.4.14. defaults of any kind, including financial defaults, by the Authorised Organisation or the carrier, making it impossible for the carrier to fulfil its contractual obligations;
- 4.1.4.15. the Insured Person not being permitted on board by carrier, as a result of behaviour deemed aggressive and/or dangerous by the staff responsible for transporting passengers, or after failing to comply with the deadline for checking in baggage and/or appearing at the boarding area;
- 4.1.4.16. all Cancellation fees which may be payable by the Approved Organisation or Intermediary for the Trip in accordance with the European Directive of 25 November 2015 on package travel and linked travel arrangements.

#### 4.1.5. WHAT THE INSURED PERSON MUST DO SHOULD THEY CANCEL OR CHANGE THEIR TRIP

The Insured Person must notify the Approved Organisation or Intermediary of any Cancellation or Change as soon as the Insured Event preventing the scheduled Departure occurs.

#### 4.1.6. SUPPORTING DOCUMENTS TO BE PROVIDED



##### **PLEASE NOTE**

It is the Insured Person's responsibility to prove that all the conditions required for implementing this 'Full or Partial Cancellation or Change' cover are satisfied, using the supporting documents set out below.

These documents and any information provided by the Insured Person will serve as proof of the reason for the Cancellation or Change and will assist in the process of assessing the compensation amount.

If the reason for the Cancellation or Change is medical, the Insured Person may, if they so wish, send their medical details in an envelope marked 'confidential' for the attention of the Insurer's medical adviser.

If no supporting documents are provided or if the supporting documents do not provide material proof of the Covered Event cited, the Insurer will be entitled to refuse the Insured Person's compensation claim.

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
<b>IN ALL CASES</b>	<ul style="list-style-type: none"> <li>- booking confirmation for the insured services;</li> <li>- the invoice for the Cancellation or Change Fees for the insured services,</li> <li>- If applicable, official documents specifying the family relationship with the person behind the Cancellation or Change (such as a copy of the official family record book or a cohabitation certificate)</li> <li>- bank details,</li> </ul> <p>any other supporting documents requested by the Insurer after the claim has been assessed.</p>
<b>For Illness, including an Illness linked to an Epidemic or a Pandemic, a pregnancy-related Illness or Accidental Bodily Injury</b>	<ul style="list-style-type: none"> <li>- the medical questionnaire to be completed by the patient's Doctor.</li> <li>- the prescriptions for medical treatment, where applicable,</li> <li>- examination reports, where applicable,</li> <li>- a copy of the sick leave certificate, where applicable,</li> <li>- the hospitalisation form, where applicable,</li> <li>- after the claim has been assessed and at the request of the Insurer: the reimbursement statements from the health insurance organisation with which the Insured is registered.</li> </ul>
<b>Should there be a contraindication against vaccination or preventive treatment being received</b>	<ul style="list-style-type: none"> <li>- the medical contraindication certificate for the vaccination or for receiving preventive treatment,</li> <li>- any medical document certifying the condition that makes the vaccination or the preventive treatment inadvisable.</li> </ul>
<b>Should the Insured Person die (including death linked to an Epidemic or a Pandemic)</b>	<ul style="list-style-type: none"> <li>- a copy of the death certificate,</li> <li>- contact information for the notary in charge of the deceased Insured Person's estate, where applicable.</li> </ul>
<b>Should the Insured Person need to do an examination resit</b>	<ul style="list-style-type: none"> <li>- a copy of the notification for the examination resit,</li> <li>- a copy of the examination re-sit or grade report establishing that it was taken.</li> </ul>
<b>Should the Insured Person be made redundant</b>	<ul style="list-style-type: none"> <li>- a copy of the notice about the one-on-one meeting prior to being made redundant,</li> </ul>
<b>Should the Insured Person obtain a job</b>	<ul style="list-style-type: none"> <li>- a copy of the letter confirming the redundancy.</li> <li>- the most recent supporting document substantiating the status of job-seeker or registration at a Job Centre,</li> <li>- a copy of the letter confirming employment or employment contract.</li> <li>- the most recent supporting document substantiating the status of job-seeker or registration at a Job Centre,</li> </ul>
<b>Should the Insured Person obtain a paid internship</b>	<ul style="list-style-type: none"> <li>- a copy of the paid internship agreement.</li> </ul>
<b>Should there be serious damage to the Insured Person's Vehicle</b>	<ul style="list-style-type: none"> <li>- acknowledgement of receipt of the damage claim submitted to the car insurance provider,</li> <li>- or a copy of the vehicle repair and/or towing invoice.</li> </ul>
<b>Should there be an Accident or breakdown involving the transport used by the Insured Person for their travel to the Departure location</b>	<p>Public transport:</p> <ul style="list-style-type: none"> <li>- the public transport ticket stating the Departure time,</li> <li>- a copy of the certificate issued by the transport company specifying the date, time and length of the delay or of the immobilisation.</li> </ul> <p>Private transport:</p> <ul style="list-style-type: none"> <li>- a copy of the breakdown repairs/towing bill,</li> <li>- where applicable, the acknowledgement of receipt of the claim submitted to the car insurance provider.</li> </ul>
<b>Should there be a Chance Event:</b>	<ul style="list-style-type: none"> <li>- any supporting document substantiating the situation that made travelling impossible.</li> </ul>
<b>Should there be a lack of or excess snow</b>	<ul style="list-style-type: none"> <li>- confirmation of closure issued by the company managing the ski lifts at the resort in question.</li> </ul>
<b>Should the Insured Person be put into Quarantine</b>	<ul style="list-style-type: none"> <li>- the supporting document issued by the health authorities.</li> </ul>

## 4.2 ACCIDENTAL DAMAGE AND THEFT OF SKI EQUIPMENT

### 4.2.1 PURPOSE OF THE COVER

The Insurer will cover, up to the limit set out in the cover and excess amounts table, the accidental loss of and damage to items (special equipment and clothes), used exclusively for skiing, which belong to the Insured Person or are hired by the Insured Person and which are away from the premises which the Insured Person occupies as a main or secondary residence, and outside their holiday accommodation (such as a hotel, rented premises or a camp site), and as a result of:

- a fire, explosion or implosion, the origin of which has nothing to do with these items of property,
- lightning,
- water damage,
- theft,
- a climate event, including events declared as natural disasters,
- an immersion,
- accidental damage.

### 4.2.2 DAMAGE COVERED DURING THE HOLIDAY

Upon presentation of original proofs of purchase, the Insurer will cover accidental damage or Aggravated Theft of Insured Property that was brought along, purchased or rented during the Trip, **subject to the following specific circumstances:**

- **Theft of Insured Property from a vehicle under the following conditions only:**
  - the Insured Property is placed out of sight in the rear boot of the vehicle;
  - the vehicle is fully locked, with the windows and sunroof completely closed;
  - the vehicle is broken into between 7:00 am and 10:00 -pm (local time).

**The Insured Person is required to provide proof that there was a Break-In on the vehicle, and also that the theft was committed during the covered time period.**

### 4.2.3 COMPENSATION FOR DAMAGE

The cover is provided up to the limits set out in the Cover Table with specific limits in the following cases:

- Rented equipment: Reimbursement of the rental deposit
- Personal equipment: Reimbursement of the cost of renting replacement equipment

### 4.2.4 IF THE INSURED PERSON FINDS THE STOLEN OR LOST ITEMS

If the Insured Person's Insured Property is found, the Insured Person must inform the Insurer as soon as they become aware of it at the postal address given in Article 10 'ADDRESS FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED SHOULD A CLAIM BE MADE' of the Administrative Provisions.

Should the Cover Property be returned, the Insured Person will only declare items that are missing or damaged to the Insurer.

**If the Insurer has already paid out compensation to the Insured Person, the Insured Person will reimburse the compensation paid out to the Insurer, with a deduction for any items that may be missing or damaged.**

### 4.2.5 COVER EXCLUSIONS

In addition to the 'General Exclusions' outlined in Article 5 and any exclusions outlined in the definitions, the following are also excluded:

- 4.2.5.1 damage resulting from earthquake, volcanic eruption, tidal wave, other cataclysm or flood, except in France and its Overseas Territories when an inter-ministerial decree declares the event a natural disaster;
- 4.2.5.2 the consequences resulting from a use that does not comply with the manufacturer's instructions;
- 4.2.5.3 damage caused to the insured equipment while it is being repaired or serviced;
- 4.2.5.4 damage as a result of an fault in insured equipment or from its normal wear and tear;
- 4.2.5.5 damage as a result of the Insured Person's blatant negligence;
- 4.2.5.6 damage as a result of scuffs, scratches, tears or stains;
- 4.2.5.7 theft committed by Insured Persons or by their Family Members (ascendants, descendants or Spouse) or committed in collusion with them;
- 4.2.5.8 damage as a result of losing or forgetting the equipment;
- 4.2.5.9 damage due to smoking-related accidents;
- 4.2.5.10 land motor vehicles and their accessories, caravans and trailers;
- 4.2.5.11 recreational sail or motor craft, including jet-skis;
- 4.2.5.12 cases, boxes, bags or cover containing the sport or leisure equipment;



- 4.2.5.13 mobile phones;
- 4.2.5.14 glasses (lenses and frames), contact lenses, prostheses and aids of any kind;
- 4.2.5.15 computer equipment.

#### 4.2.6 WHAT THE INSURED PERSON MUST DO SHOULD THEY NEED TO MAKE A CLAIM

##### The Insured Person must:

- **Should a theft occur:** report the crime **as soon as possible** to the nearest police authorities to the incident location.
- **Should accidental damage occur:** obtain a written damage report, produced by the nearest competent authority to the incident location or, failing this, by a witness.

#### 4.2.7 SUPPORTING DOCUMENTS TO BE PROVIDED



##### **PLEASE NOTE**

It is the Insured Person's responsibility to prove that all of the conditions required for implementing this 'Accidental Damage and Theft of Ski Equipment' cover are satisfied, using the supporting documents referred to below.

These documents and any information provided by the Insured Person will help to prove the damage to the ski equipment and to assess the amount of the compensation due.

If no supporting documents are provided or if the supporting documents do not provide material proof of the damage sustained, the Insurer will be entitled to refuse the Insured Person's compensation claim.

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED	
IN ALL CASES	<ul style="list-style-type: none"> <li>- the confirmation of the Trip booking,</li> <li>- bank details,</li> <li>- any other supporting documents requested by the Insurer after the claim has been assessed.</li> </ul>	
Should there be damage caused to the Insured Property during the Holiday	Should there be theft of ski equipment	<p><b>In all cases:</b></p> <ul style="list-style-type: none"> <li>- a copy of the detailed crime report filed with the police authorities nearest to the nearest police authorities to the incident location</li> <li>- the original proofs of purchase for the Insured Property.</li> </ul> <p><b>Should there be theft from a vehicle:</b></p> <ul style="list-style-type: none"> <li>- a letter acknowledging receipt of the claim submitted to the car insurance provider or a copy of the vehicle repair invoice, or for a hire car, a copy of the vehicle condition statement on the date that the vehicle is returned to the car hire company.</li> </ul>
	Should ski equipment be partially or totally damaged accidentally	<p><b>In all cases:</b></p> <ul style="list-style-type: none"> <li>- a certificate issued by the competent authority closest to the incident location,</li> <li>- written testimony from a companion or a Third Party and/or a medical certificate, if the damage occurs at the time of Accidental Bodily Injury to the Insured Person.</li> </ul> <p><b>When the Insured Property can be repaired:</b></p> <ul style="list-style-type: none"> <li>- the original invoice for repairing the damaged Insured Property, along with a copy of the proof of purchase for this Insured Property.</li> </ul> <p><b>When the Insured Property cannot be repaired:</b></p> <ul style="list-style-type: none"> <li>- a certificate from a qualified professional stating that the damaged Insured Property cannot be repaired, accompanied by the original proof of purchase for the Insured Property.</li> </ul>



## 4.3 DELAYED RETURN

### 4.3.1 PURPOSE OF THE COVER

The purpose of the cover is to pay out compensation to the Insured Person should it clearly be impossible to return on the originally scheduled dates and times for their Trip after an event explicitly set out in Article 4.3.2. "Covered Events" under this cover.

### 4.3.2 COVERED EVENTS

The Insured Person will be eligible for all the types of cover appearing in Article 4.3.3. 'Types of Cover', should a Covered Event set out below occur, making it clearly impossible to return on the originally scheduled dates and times for their Trip:

#### 4.3.2.1 Illness linked to an Epidemic or a Pandemic, which must involve the Insured Person:

- either being hospitalised locally,
- or requiring a medical consultation, along with medical treatment or medical examinations prescribed by a Doctor, which, in all cases, will be paid for by one of the health insurance organisations with which the person in question is registered, occurring to the Insured Person.

#### 4.3.2.2 The Insured Person or an insured travel companion **being placed in Quarantine** during their Trip.

### 4.3.3 TYPES OF COVER

#### 4.3.3.1 Trip Extension

The Insurer will reimburse the Accommodation Costs and food and drink expenses as a result of a Covered Event set out in Article 2 of this cover, incurred by the Insured Person in order to deal with the temporary extension of their Trip, as well as the expenses of the insured members of their family or an insured travel companion.

The cover will only apply should there be a delay of **more than twelve (12) hours** from the original Departure time stated on the insured travel ticket or on the notification given by the carrier.

#### 4.3.3.2 Redirection to the original return location

The Insurer will reimburse the travel costs incurred by the Insured Person in order to get to the return location specified on the travel ticket booked for the Trip.

### 4.3.4 COVER AMOUNT

The Insurer will reimburse the costs stated in Article 4.3.3. above, up to the amounts stated in the Cover Table.

### 4.3.5 COVER EXCLUSIONS

In addition to the General Exclusions (except for Article 5.12), and any exclusions outlined in the definitions and exclusions set out in the Traveller Assistance cover, the following are also excluded:

4.3.5.1 all expenses and services which are legally incumbent on the Authorised Organisation or Intermediary for the Trip or on the carrier.

4.3.5.2 the consequences of previously announced strikes

4.3.5.3 the Insured Person not being permitted on board by the carrier, as a result of behaviour deemed aggressive and/or dangerous by the staff responsible for transporting passengers, or after failing to comply with the deadline for checking in baggage and/or appearing at the boarding area

4.3.5.4 failure by the Insured Person to comply with official travel bans issued by the authorities of the country of their Home or destination country.

### 4.3.6 WHAT THE INSURED PERSON MUST DO SHOULD THEY NEED TO MAKE A CLAIM

The Insured Person must submit a claim to the Insurer **within five (5) working days of the day on which they became aware of the event**, except in the case of an act of God or force majeure.

## 4.3.7 SUPPORTING DOCUMENTS TO BE PROVIDED

**PLEASE NOTE**

It is the Insured Person's responsibility to prove that all the conditions required for the implementing this 'Delayed Return' cover are satisfied, using the supporting documents set out below.

These documents and all information provided by the Insured Person will make it possible to prove the damage sustained and assess the amount of compensation due.

If no supporting documents are provided or if the supporting documents do not provide material proof of the damage sustained, the Insurer will be entitled to refuse the Insured Person's reimbursement claim.

DELAYED RETURN	SUPPORTING DOCUMENTS TO BE PROVIDED	
IN ALL CASES	<ul style="list-style-type: none"> <li>- the original unused tickets</li> </ul> <p><b>In all cases:</b></p> <ul style="list-style-type: none"> <li>- the original supporting documents for the expenses incurred (Accommodation Costs and food and drink expenses)</li> <li>- any other supporting documents requested by the Insurer after the claim has been assessed</li> </ul>	
	<p>For an Illness linked to an Epidemic or a Pandemic</p> <p>Should the Insured Person be put into Quarantine</p> <p><b>In all cases:</b></p> <ul style="list-style-type: none"> <li>- the invoice for the newly purchased tickets</li> </ul>	<ul style="list-style-type: none"> <li>- the prescriptions for medical treatment, where applicable</li> <li>- examination reports, where applicable</li> <li>- the hospitalisation form, where applicable</li> <li>- after the claim has been assessed and at the request of the Insurer: the reimbursement statements from the health insurance organisation with which the Insured is registered.</li> <li>- the supporting document issued by the relevant local health authorities</li> </ul>
	<p>For an Illness linked to an Epidemic or a Pandemic</p> <p>Should the Insured Person be put into Quarantine</p>	<ul style="list-style-type: none"> <li>- the prescriptions for medical treatment, where applicable</li> <li>- examination reports, where applicable</li> <li>- the hospitalisation form, where applicable</li> <li>- after the claim has been assessed and at the request of the Insurer: the reimbursement statements from the health insurance organisation with which the Insured is registered.</li> <li>- the supporting document issued by the relevant local health authorities</li> </ul>

## 4.4 TRAVELLER ASSISTANCE

## ADVICE TO TRAVELLERS

- **Before the trip:**
  - Check that this policy covers the chosen destination and the length of the Trip planned;
  - Make inquiries about the identity documents required for entering the country that you are visiting (identity card, passport and visa) and about its health situation;

- Take the necessary documents (vaccination record and medical insurance);
- Obtain the documents that you will need to take in order to cover medical expenses during the Trip from your Medical Benefit Fund: European Health Insurance Card or a specific form, depending on the country.
- If you are receiving treatment, take sufficient medication, and in greater quantities than required for the duration of the Trip, should your return be delayed, in particular.

• **During the Trip:**

- Keep your medication and prescriptions in your hand luggage so that you can continue to receive treatment if the baggage that you check in with the carrier is delayed or lost;
- Keep separate photocopies of both sides of your identity documents and payment cards. These photocopies will be useful should you lose them or should they be stolen.

**PLEASE NOTE**

• **Minor Children**

Some types of holiday and some destinations are inappropriate for very young Children. In view of the risks of them being affected by the travel length and conditions, the health situation, or even the climate, the family doctor or paediatrician should be consulted when planning the Trip.

Each minor Child travelling alone or accompanied must carry, in addition to their valid identity papers, an authorisation to leave the territory issued by one of their legal representatives.

**In all cases, should a minor Child be repatriated, Allianz Travel cannot be held liable for any delay that may be required to legalise their administrative situation.**

• **Pregnant women**

Due to risks that may endanger the health of women in advanced stages of pregnancy, airlines apply restrictions that vary from company to company, and that may change without notice. These can involve a medical assessment no more than forty-eight (48) hours before Departure, presenting a medical certificate, requesting the company's medical approval and more.

If necessary, and if laid down in their policy, assistance companies will arrange and pay for air travel on the explicit condition that the doctors and/or airlines do not preclude this.

#### 4.4.1 ASSISTANCE SERVICES

##### ASSISTANCE DURING THE TRIP

Allianz Travel is solely responsible for decisions about the nature, suitability and organisation of measures to be taken for arranging assistance.

► **Assistance should the Insured Person sustain an Illness or an Accidental Bodily Injury, or die:**

##### 4.4.1.1 Repatriation Assistance

If the Insured Person's health condition requires them to be repatriated, Allianz Travel will offer the following assistance:

- **Arranging and paying for returning the Insured Person to their Home or transporting them to a hospital that is closest to their Home and/or is the most suitable** for providing the care required by their health condition.

In that event, Allianz Travel can then arrange return travel to their Home, as soon as their health condition so allows.

Should the Insured Person sustain an Illness linked to an Epidemic or a Pandemic, Allianz Travel can arrange and pay for transporting them to the most suitable hospital for providing the care required by their health condition.

If the Insured Person so wishes, Allianz Travel can then arrange return travel to their Home in Europe, as soon as their health condition so allows.

- **Arranging and paying for return travel tickets for an insured travel companion**

When the repatriation of the Insured Person takes place more than twenty-four (24) hours before their original return date, Allianz Travel will, once its medical department approves this, arrange and pay for the return Home for one of the Insured Persons travelling with them, provided that the methods originally scheduled for their return trip cannot be used or changed.

**This service is also provided should the Insured Person sustain an Illness linked to an Epidemic or a Pandemic.**

**PLEASE NOTE**

Decisions will be made purely in consideration of the Insured Person's medical interests, and Allianz Travel Doctors, in agreement with local attending Doctors, will be solely responsible for making them.

The Allianz Travel Doctors will consult with the local medical facilities and, if necessary, with the Insured Person's regular Doctor, in order to gather information to help them make the best decisions for their health condition.

The repatriation of the Insured Person will be decided on and overseen by medical staff who hold qualifications that are legally recognised in the country in which they usually practise their professional activity. Only the medical interests of the Insured Person and compliance with health laws in force will be taken into consideration when making decisions about transport, transport methods and the location for any possible Hospitalisation.

Any air travel is subject to approval being obtained from the airline. Allianz Travel cannot be held liable for any delays or obstacles in delivering assistance services as a result of any restriction imposed by an airline company.

If the Insured Person refuses to comply with the decisions made by the Allianz Travel medical department, they absolve Allianz Travel of any liability in relation to the consequences of this, particularly in cases involving returning by themselves or also should their health condition worsen, and lose all rights to benefits and compensation from Allianz Travel.

Furthermore, under no circumstances may Allianz Travel replace local emergency services, or pay the expenses incurred, except for those covered under the 'Search and/or Rescue Expenses' cover.

Should there be an emergency, the Insured Person or their travel companion(s) must contact the local emergency services directly and as a priority.

#### 4.4.1.2 Assistance to the Insured Person's minor Children or their disabled adult Children

- **Arranging and paying for travel tickets to return the Insured Person's minor Children or disabled adult Children to their Home**

When the Insured Person's health condition requires them to be repatriated, Allianz Travel, once its medical department approves, will arrange and pay for travel tickets for dependent minor Children or disabled adult Children who were travelling with them to get them back to their Home, if there are no other adult Family Members with them.

**This service is also provided should the Insured Person sustain an Illness linked to an Epidemic or a Pandemic.**

- **Arranging and paying for round-trip travel tickets for a travel companion to help to repatriate the Insured Person's minor Children or disabled adult Children**

When the Insured Person is hospitalised locally as an emergency while accompanied by at least one of their dependent minor or disabled adult Children, and no other adult family member is with them, Allianz Travel pays for a round-trip travel ticket for a person of their choosing residing in Europe to come and collect them.

**This service is also provided should the Insured Person sustain an Illness linked to an Epidemic or a Pandemic.**

**The Insured Person will pay the Accommodation Costs and food and drink expenses for the person chosen to return the above-mentioned Children.**

#### 4.4.1.3 A visit from a Relative should the Insured Person be hospitalised locally

Should the Insured Person be hospitalised locally **for more than three days, or more than forty-eight (48) hours if they are a minor or disabled person and are not accompanied by another adult Relative during their Holiday:**

- Allianz Travel will arrange and pay for round-trip travel so that a Relative who is still in Europe to reach their bedside;
- Upon presentation of receipts and up to limit stated in the Cover Table, Allianz Travel will reimburse the Accommodation Costs incurred by this person **until the date on which the Insured Person is repatriated, or is discharged from hospital if they can continue their Trip.**

**This service cannot be not combined with the 'Arranging and paying for return travel tickets for an insured travel companion' cover set out in Article 4.3.1.1 and the ' and the 'Arranging and paying for round-trip travel tickets for an individual to help to repatriate the Insured Person's minor Children or disabled adult Children' cover set out in Article 4.4.1.2.**

#### 4.4.1.4 Charges for Emergency Hospitalisation Abroad

- **When the Insured Person belongs to a basic social security scheme or is registered with an insurance organisation:**

Should the Insured Person be urgently hospitalised Abroad (including an Illness linked to an Epidemic or a Pandemic), Allianz Travel may directly pay expenses for unforeseen emergency hospitalisation, following consultation with its medical department and up to the limits shown in the Cover Table.

In that event, the Insured Person must take all the necessary steps to have these expenses reimbursed by their basic social security scheme, insurance company, or any insurance or services organisation and immediately **reimburse Allianz Travel for all amounts that are received.** If not, Allianz Travel will be entitled to claim for expenses and interest at the statutory rate.

**This service will cease on the date on which Allianz Travel deems that the Insured Person can be repatriated.**

- **When the Insured Person does not belong to a basic social security scheme or is not registered with an insurance organisation:**

In the event of the Emergency Hospitalisation of the Insured Person abroad (including an Illness linked to an Epidemic or a Pandemic), Allianz Travel can advance unforeseen emergency hospitalisation and treatment costs, following consultation with its medical department and up to the limit shown in the Cover Table.

In that event, the Insured Person will repay this advance to Allianz Travel within three (3) months of the date of their return from the Trip. After this period, Allianz Travel will be entitled to claim the advance amount paid and interest at the statutory rate.

This advance is conditional on a promissory note being drawn up.

**This service will cease on the date on which Allianz Travel deems that the Insured Person can be repatriated.**

#### 4.4.1.5 Emergency Medical Costs paid Abroad by the Insured Person

**PLEASE NOTE**

If the Insured Person pays Emergency Medical Expenses Abroad, Allianz Travel will reimburse these Expenses up to the limit in the Cover Table, and upon assessment of the emergency by its Medical Department. To receive this reimbursement, the Insured Person must belong to a primary health insurance plan covering them for medical costs occurring Abroad for the entire duration of the Policy. The Insured Person must be able to provide Allianz Travel with the original reimbursement statements or letters of refusal from the health insurance organisation to which they belong.

Up to the limits stated in the Cover Table, after the Excess appearing in this table is deducted:

- **Reimbursement of Emergency Medical Expenses (including those linked to an Epidemic or a Pandemic) incurred by the Insured Person (excluding Emergency Dental Care Expenses)** after assistance from their basic social security scheme, health insurance scheme and any insurance or pension organisation.

#### 4.4.1.6 Additional costs locally

Should the Insured Person sustain an **Illness (including an Illness linked to an Epidemic or a Pandemic), or Accidental Bodily Injury**, Allianz Travel will provide the following assistance, up to the amounts stated in the Cover Table:

- **Immobilisation locally**

When the Insured Person is immobilised or hospitalised locally and when their condition does not require them to be repatriated or when repatriation is not immediate, Allianz Travel will arrange and pay for, up to the amounts stated in the Cover Table, the additional Accommodation Costs incurred by the Insured Person and their insured Family Members or by an insured travel companion, provided that they remain with the Insured Person.

**This cover will only apply provided that no local accommodation has initially been planned and may not be combined with the cover 4.4.1.3 'Visit from a Relative should the Insured Person be hospitalised locally'.**

- **Holiday extension**

When the Insured Person is repatriated after the originally scheduled end date for the Trip, Allianz Travel will arrange and pay for, up to the amounts in the Cover Table, the additional Accommodation Costs incurred by the Insured Person and their insured Family Members or by an insured travel companion, provided that they stay with the Insured Person.

- **Continuing the curtailed Trip**

When the Insured Person is immobilised or urgently hospitalised locally but their health condition does not require them to be repatriated and their Trip is not over, Allianz Travel will arrange and pay for, or reimburses to the Insured Person, the travel costs incurred by them and their insured Family Members or their insured travel companion in order to resume the curtailed Trip, up to the limit of the amounts that Allianz Travel would have incurred for their return trip to their Home in Europe.

#### 4.4.1.7 Search and/or Rescue Expenses

Upon receipt of the original invoice settled by the Insured Person, Allianz Travel will reimburse them for Search and/or Rescue expenses incurred locally should the Insured Person disappear or sustain an Accidental Bodily Injury, up to the limit stated in the Cover Table.

In connection with taking part in a sport activity, **upon presentation of supporting documents**, Allianz Travel will reimburse the Insured Person for Search and/or Rescue Expenses for operations carried out should the Insured Person disappear or sustain an Accidental Bodily Injury, up to the limit stated in the Cover Table.

#### 4.4.1.8 Assistance should the Insured Person die

Should the Insured Person die, Allianz Travel will arrange and pay for, up to the limit stated in the Cover Table:

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

**These two (2) services are also provided should the Insured Person die as a result of an Epidemic and a Pandemic.**

- **Additional travel expenses incurred by the insured Family Members or an insured travel companion**, provided that their originally planned travel method for returning in Europe can no longer be used.

- **Expenses to enable a Family Member to get to the deceased Insured Person when they were:**

- alone at their Holiday location and when a Family Member needs to be present locally in order to complete the required administrative formalities,
- accompanied by Minor Children,

Allianz Travel:

- will arrange and pay for round-trip travel for a Family Member from Europe in order to accompany the body;
- upon presentation of receipts, will reimburse the Accommodation Costs incurred by this person **until the date on which the body is repatriated.**

**This service cannot be combined with the 'Arranging and paying for round-trip travel tickets for an individual to help to repatriate the Insured Person's minor Children or disabled adult Children' cover set out in Article 4.4.1.2.**

**4.4.1.9 Providing a driver in order to return the Insured Person's vehicle**

When, following an **Accidental Bodily Injury** or an **Illness**, the state of health of the Insured Person prevents them from driving their vehicle back to their Home and when none of the passengers accompanying him can replace them, Allianz Travel will provide a driver to return the vehicle to their Home via the quickest route.

The car-park costs or costs for the vehicle's security while waiting for the driver to arrive, the Insured Person's Accommodation Costs and food and drink expenses, as well as the costs of fuel, tolls and parking, will be paid by the Insured Person.

This cover is provided to the Insured Person if their car is in perfect working order, complies with the rules of the national and international highway code and meets the mandatory technical inspection standards.

► **Legal protection expenses**

**4.4.1.10 Legal protection expenses**

- **Reimbursement of lawyer's fees**

When legal action is initiated against the Insured Person following an Accident occurring during their Trip, Allianz Travel will reimburse them the cost of their lawyer's fees, upon presentation of supporting documents and up to the limit stated in the Cover Table **and, provided that:**

- the lawsuit is not related to their professional activity,
- the lawsuit is not connected to using or keeping an on-land motor vehicle,
- the actions with which they are charged are not, under the laws of the country where they are holidaying, subject to criminal penalties.

- **Advance for bail**

When the Insured Person is imprisoned or threatened with imprisonment, **provided that these proceedings are not prompted by:**

- trafficking narcotics and/or drugs,
- participating in political movements,
- any deliberate violation of the law of the country where they are holidaying,

Allianz Travel will advance the legally required amount of bail, up to the limit stated in the Cover Table.

In that event, the Insured Person will have three (3) months from the date on which the amount was deposited to reimburse this advance to Allianz Travel. After this period, Allianz Travel will be entitled to claim the advance amount paid and interest at the statutory rate.

This advance is conditional on a promissory note being drawn up.

► **Assistance for other events disrupting the Insured Person's Trip**

**4.4.1.11 Early Return Assistance**

Allianz Travel will arrange and pay for the following, provided that the Insured Person's originally scheduled travel for returning them to their Home cannot be used:

- either getting the Insured Person back to their Home and, if necessary, getting one their Family Members accompanying them under this policy back to their Home,
- a round-trip travel ticket for one of the persons insured under this policy, listed in the same sales agreement for the Trip.

The Insured Person can receive this service in the following situations:

- **Should there be an Illness (including illnesses linked to an Epidemic or a Pandemic), or an Accidental Bodily Injury involving Emergency Hospitalisation, which starts during the Insured Person's holiday** and which, in the opinion of Allianz Travel's Medical Department, is life-threatening for them, their Spouse, de facto spouse or legally registered partner; one of their direct ascendants or descendants; brothers or sisters; legal guardians; or wards not on the Trip;

- **in order to attend the funeral, following the death of:** their Spouse, de facto spouse or legally registered partner; one of their direct ascendants or descendants; the ascendants or descendants of their Spouse, de facto spouse, or legally registered partner; their brothers; sisters; step brothers; step sisters; sons-in-law; daughters-in-law; step parents; legal guardian; or wards not on the Trip and lives in Europe;

- **Should there be Material Damage** as a result of a burglary involving a Break-in, a fire, water damage or a natural event, requiring their presence on site in order to implement precautionary measures and carry out the administrative procedures:

- their main or secondary residence,
- their farm,
- their business premises if the Insured Person is a tradesperson, trader, business manager or if they are self-employed.

**4.4.1.12 Making medication prescribed before Departure available**

When, after a loss, theft, or baggage delay; or following the extension of the trip in agreement with Allianz Travel, the Insured Person holidaying Abroad, needs medication:

- that has been prescribed before their Departure;
- which is essential for their current treatment;
- and is unavailable where they are staying,



Allianz Travel will assist as follows:

- either Allianz Travel will seek and make equivalent medication available to the Insured Person, subject to agreement from the prescribing doctor when necessary,
- or Allianz Travel will put in place a system that enables them to receive the treatment that they need.

**Allianz Travel may not be held liable for delays owing to the transportation companies that were contacted for shipping the medication, or for any possible unavailability of the medication.**

**The Insured Person will pay the costs of buying the medication and/or receiving treatment.**

Should Allianz Travel advance the expenses for purchasing medication, the Insured Person will reimburse this advance to Allianz Travel within three (3) months of the return date for their Trip. After this period, Allianz Travel will be entitled to claim costs, and in addition, interest at the statutory rate.

#### 4.4.1.13 Assistance should the Insured Person's identity papers, payment instruments or travel tickets be stolen

Should the Insured Person's identity papers, payment instruments and/or travel tickets be stolen, Allianz Travel may:

- advise them on the steps that they need to take;
- if the Insured Person no longer has a payment instrument:
  - provide an funds advance for an amount that does not exceed the limit stated in the Cover Table,
  - arrange their return or the continuation of their Trip, **with the expenses incurred being payable by the Insured Person**

In that event, the Insured Person will have three (3) months from the date on which the funds were made available or from their return date, to reimburse this advance to Allianz Travel or reimburse the expenses incurred by them on behalf of the Insured Person.

After this period, Allianz Travel will be entitled to claim expenses, and in addition, interest at the statutory rate.

This advance is conditional on a promissory note being drawn up.

### **ASSISTANCE AFTER THE TRIP**

#### 4.4.1.14 Additional assistance to persons

If, during their Trip, the Insured Person sustains an Illness or is involved in an Accident which leads to their repatriation then **Immobilisation at Home for more than forty-eight (48) hours (unless mentioned otherwise)**, Allianz Travel will provide additional services, provided that they request these services within fifteen (15) days of their return Home.



#### **PLEASE NOTE**

**These services are provided in Mainland France only and from Monday to Saturday (excluding public holidays), between 8:00 am and 7:00 pm. Unless mentioned otherwise, setting up assistance services at Home may required advance notice of twenty-four (24) hours.**

The services offered to the Insured Person are as follows:

#### •Home health carer

Allianz Travel will arrange and pay for sending a home health carer, to their bedside, up to the limit set out in the Cover Table.

The home health carer cannot replace a healthcare professional, such as a nurse or doctor, in providing care.

#### •Housework assistant

If the Insured Person cannot carry out their usual household tasks, Allianz Travel will find, contract and pay for housework assistant, subject to local availability, within the time limits set out in the Cover Table, over four (4) weeks.

Each session provided by a housework assistant provider lasts at least two (2) hours.

### **4.4.2 COVER EXCLUSIONS**

In addition to the 'General Exclusions' outlined in Article 5 (except for Article 5.12), as well as any exclusions stated in the definitions, the following are also excluded:

- For all types of assistance cover:

4.4.2.1 costs incurred without the prior approval of the Allianz Travel Medical Department;

4.4.2.2 the consequences of any incident related to air travel booked by the Insured Person, operated by an airline that is blacklisted by the European Commission, regardless of the point of origin and destination;

4.4.2.3 the consequences of pre-existing, diagnosed and/or treated Illnesses or injuries, as well as elective surgery that required a hospital stay or outpatient treatment, in the six (6) months prior to the assistance request;

4.4.2.4 the consequences of a non-stabilised ailment being treated and from which the Insured Person is still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;



- 4.4.2.5 the potential consequences (check-up, additional treatment and recurrence) of an illness which gave rise to repatriation in the six (6) months prior to the assistance request;
- 4.4.2.6 arranging and paying for the travel set out in Article 4.4.1.1 'Repatriation Assistance' for minor ailments or injuries that can be treated locally and do not prevent the Insured Person from continuing their Trip;
- 4.4.2.7 voluntary termination of pregnancy, childbirth or in vitro fertilisation and their consequences, as well as pregnancies leading to hospitalisation in the six (6) months prior to the assistance request;
- 4.4.2.8 the Insured Person participating in any sport as part of an official competition or as a professional or under a paid contract, including preparatory training;
- 4.4.2.9 failure by the Insured Person to comply with official prohibitions and safety rules related to taking part in a sports activity;
- 4.4.2.10 the consequences of an Accident occurring when the Insured Person takes part in the following sport or leisure activities, whether individually or as part of an activity organised by a sports federation: kite-surfing, skeleton, bob-sleigh, ski jumping, any off-piste sliding, rock climbing over 3,000m, rock climbing, potholing, all aerial sports (including hang-gliding, gliding, kite-surfing, paragliding), any parachuting activity and skeleton, bob-sleigh, ski jumping, any off-piste sliding, rock climbing over 3,000m, rock climbing, potholing and parachuting, any sports activity done with or from an ultralight motorised aircraft in accordance with the French Civil Aviation Code;
- 4.4.2.11 the consequences of an Accident occurring when the Insured Person does bungee jumping and underwater diving with independent equipment when the activity is not organised by an approved professional;
- 4.4.2.12 costs that are not explicitly stated as needing to be refunded, in addition to any expense for which the Insured Person is unable to provide a receipt.
- 4.4.2.13 failure by the Insured Person to comply with official travel bans issued by the authorities of the country of their Home or destination country.
- Under the 'Emergency Hospitalisation Costs Abroad' and 'Emergency Medical Costs Paid Abroad by the Insured Person' cover, the following are also excluded:
- 4.4.2.14 the costs of spa treatment, heliotherapy, weight-loss treatments, any elective cosmetic cure or treatment and physiotherapist fees, as well as the costs of care or treatments not resulting from a medical emergency;
- 4.4.2.15 fees for implanting internal, ocular, dental, hearing, functional, or other prostheses as well as the cost of the equipment;
- 4.4.2.16 vaccination costs;
- 4.4.2.17 rehabilitation costs;
- 4.4.2.18 expenses resulting from care or treatment, the therapeutic nature of which is not recognised by French law;
- 4.4.2.19 fees charged by local rescue agencies, except for the costs covered by the 'Search and/or Rescue Expenses' cover;
- 4.4.2.20 medical costs incurred Abroad, when the Insured Person, on sick leave, has not obtained prior approval from their health insurance agency to travel Abroad.

#### 4.4.3 SCOPE OF ALLIANZ TRAVEL'S SERVICES

Allianz Travel will act in compliance with national and international laws and regulations.

Its services may only be provided once approval has been obtained from the relevant administrative authorities.

Moreover, Allianz Assistance cannot be held liable for delays or obstacles to providing agreed services as a result of a case of force majeure or events such as strikes, riots, civil unrest, restrictions on free movement of goods and persons, sabotage, terrorism, Civil or Foreign War, known political instability, reprisals, embargoes, economic sanctions (list of restrictive measures for each country available on the website of the French Ministry of the Economy and Finance: <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>) consequences of the effects of radioactive sources, Natural Disasters or any other act of God.

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



##### **PLEASE NOTE**

Allianz Travel will arrange and pay for the Insured Person's covered travel up to the limit of the cost of first class train fare and/or economy class flights, or suitable medical transportation.

In each case, Allianz Travel will take ownership of any travel tickets that were not used by the Insured Person. The Insured Person will return them to Allianz Travel or repay it the amount reimbursed to them by the organisation that issued these tickets.

#### 4.4.4 SUPPORTING DOCUMENTS TO BE PROVIDED

Based on the assistance services provided, AWP France SAS will inform the Insured Person of the supporting documents that must be provided to support their claim:

INSURED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
<b>Traveller Assistance</b>	<ul style="list-style-type: none"> <li>- the original used or unused travel tickets (boarding passes for flights);</li> <li>- a death certificate, if applicable;</li> <li>- a copy of an official administrative document specifying the family relationship with the Insured Person, where applicable;</li> <li>- any other supporting documents requested by AWP France SAS;</li> </ul>
<b>Reimbursement of Medical Expenses</b>	<ul style="list-style-type: none"> <li>- bank details,</li> <li>- a copy of the booking form for the Trip;</li> <li>- copies of the medical bill(s) paid by the Insured Person;</li> <li>- a copy of the Social Security reimbursement claim;</li> <li>- the original reimbursement slip from the health insurance scheme;</li> <li>- any other supporting documents requested by AWP France SAS after the claim has been assessed.</li> </ul>
<b>Reimbursement for Search/Rescue Expenses</b>	<ul style="list-style-type: none"> <li>- bank details,</li> <li>- a copy of the booking form for the Trip;</li> <li>- the original paid invoice for the Search/Rescue Expenses;</li> <li>- any other supporting documents requested by AWP France SAS;</li> </ul>
<b>Reimbursement of lawyer's fees</b>	<ul style="list-style-type: none"> <li>- The invoice for fees</li> </ul>
<b>Reimbursement of Accommodation Costs</b>	<ul style="list-style-type: none"> <li>- The invoice for Accommodation Costs</li> </ul>

#### 4.5 REMOTE CONSULTATION



##### **PLEASE NOTE**

**In order to be eligible for Remote Consultation cover, the Insured Person must have their Home in France.**

#### **SPECIFIC DEFINITIONS FOR THIS COVER**

**REMOTE CONSULTATION:** Remote medical consultation, i.e. an act of telemedicine. This is a remote consultation, between a doctor and a patient, who may or may not be accompanied by another health professional (such as a doctor, nurse or pharmacist). It is carried out using information and communication technologies.

The definitions of the terms common to all types of cover appear in the 'Common Definitions for all types of cover' chapter at the beginning of the policy.

## 4.5.1 PURPOSE OF THE COVER



## PLEASE NOTE

The Remote Consultation can under no circumstances replace comprehensive and personalised medical care from the attending doctor and, in general, from any doctor appointed by the Insured Person.

The Remote Consultation may not replace the role of local emergency organisations. Should there be an emergency in France, the Insured Party should contact the local emergency services as a priority (emergency numbers: 15, 112 or 18). Should there be an emergency identified Abroad, all measures shall be implemented in order to help the Insured Person to find emergency assistance, in accordance with local measures.

Medical information shared with doctors will remain strictly confidential and is covered by doctor/patient confidentiality; no data is disclosed to the Insurer apart from statistical data with any direct or indirect identification information for the Insured Person removed.

Under no circumstances may Allianz Travel be held liable for any misuse or incorrect interpretation of the information, advice or consultations, and, in general, in connection with the Remote Consultation cover provided to the Insured Person.

Allianz Travel will not be liable for any service interruptions and/or damage resulting from:

- failures or interruptions of telephone and/or computer networks;
- changes in the Insured Person's situation, and in particular in their health condition, which were not declared when the Remote Consultation took place;
- a case of force majeure or an act by a third party.

When a legal representative makes a phone call on behalf of their minor Child, they will be asked for a copy of the family record book proving the family relationship or any other document proving their status.

During their Trip and if their health condition so requires, the Insured Person may be eligible for a Remote Consultation in order to obtain medical advice. This cover applies only when the Insured Person cannot contact or get a consultation, within a suitable period based on their health condition, with their regular doctor or a local French-speaking doctor.

The Remote Consultation, carried out by a Allianz Travel doctor registered with the Conseil de l'Ordre des Médecins [French National Medical Council], is done remotely, via a telephone platform or by conference call or video conference, 24 hours a day, 7 days a week.

At the end of the Remote Consultation, the Allianz Travel Remote Consultation Department doctor may, in compliance with the care procedure and the legislation in force (in particular the regulations relating to doctor/patient confidentiality):

- Identify for the Insured Person a care facility close to their holiday location and suitable for their circumstances, in particular when a clinical examination is required in order to establish the diagnosis;
- Send the Insured Person a written prescription for medication, at their discretion, and if local legislation allows it.

At the end of the Remote Consultation and with the Insured Person's authorisation, a consultation report may be sent to their regular doctor.

**Please note that use of the Remote Consultation cover does not cover subsequent Medical Expenses, nor does it implement the 'Repatriation Assistance' cover set out in Article 1.1 'Traveller Assistance'.**

## 4.5.2 COVER EXCLUSIONS

In addition to the 'General Exclusions', the following are also excluded:

4.5.2.1 Remote Consultations when Allianz Travel's medical department identifies a medical emergency;

4.5.2.2 consultations for psychiatric illnesses;

4.5.2.3 medical certificate requirements;

4.5.2.4 orders for time off work and any extensions thereof;

4.5.2.5 special prescriptions, such as:

- restricted-prescription medicines:
  - o medicines for hospital use only
  - o hospital prescription medicines
  - o initial hospital prescription medicines
  - o prescription medicines from specialist doctors only
  - o medicines requiring special monitoring during treatment
- medicines which require prior approval. The complete list is available at [http://www.cnam.nat.tn/doc/upload/list\\_APcl.pdf](http://www.cnam.nat.tn/doc/upload/list_APcl.pdf)
- special medicines: the list of special medicines is available on the Meddispar site, the reference site for regulated medicines, made available by the Ordre National des Pharmaciens [French Chamber of Pharmacists];
- prescriptions for narcotics.

#### 4.5.3 WHAT THE INSURED PERSON MUST DO IN ORDER TO GET A REMOTE CONSULTATION

The Insured Person may, subject to strong conditions for authentication and acceptance of the General Terms and Conditions of Use, the Information Consent Notice and the Privacy Statement, get a Remote Consultation by contacting Allianz Travel:

- By telephone: **00 33 1 40 25 59 81**
- Online: <https://www.allianz-voyage-teleconsultation.fr>

#### 4.6 CURTAILMENT OF SPORT OR LEISURE ACTIVITIES

##### SPECIFIC DEFINITIONS FOR THIS COVER:

**EXCEPTIONAL CLIMATE EVENTS:** climate and meteorological events involving an unexpected change in the following atmospheric conditions: temperature, sunshine, precipitation, humidity and wind speed; featuring droughts, floods, heatwaves, storms, thunderstorms, cold and hot fronts, torrential rain, snowfall or hail. The intensity of events of this type destroys or damages several well-constructed buildings or access roads in the destination area for the insured service.

**CURTAILMENT OF SNOW SPORT OR LEISURE ACTIVITIES:** premature end to any Snow Sport or Leisure Activity as a result of a Covered Event.

The definitions of the terms common to all types of cover appear in the 'Definitions common to all types of cover' chapter at the beginning of this policy.

##### 4.6.1 PURPOSE OF THE COVER

The Insurer will cover, up to the limits shown in the Cover Table, the payment of compensation proportional to the number of unused days on the Snow Sport or Leisure Activity package, when the Insured Person has to curtail the taking part in the insured Snow Sport or Leisure Activity package under this policy due to one of the following events:

- **medical repatriation** of the Insured Person arranged by Allianz Travel or by another assistance company,
- **an Illness (including an Illness related to an Epidemic or a Pandemic) or Accidental Bodily Injury sustained by the Insured Person** preventing them from taking part in the insured Snow Sport or Leisure Activity
- one of the following **Exceptional Climate Events**: storms, hurricanes or cyclones preventing the Insured Person from taking part in the activity planned during the holiday provided that the curtailment to the activity is longer than three (3) consecutive days,
- **a lack of or excess snow** when it occurs in the five (5) days prior to your Departure, at resorts located at an altitude of more than 1,500 metres, between the 3<sup>rd</sup> Saturday in December and the 2<sup>nd</sup> Saturday in April, and results in closure of a minimum of 2/3 of the ski runs usually in use at your holiday resort.
- **an Exceptional Climate Event** which, for at least two (2) consecutive days of your insured holiday, at resorts located at an altitude of more than 1,500 metres, between the 3<sup>rd</sup> Saturday in December and the 2<sup>nd</sup> Saturday in April, results in closure of 2/3 of the ski runs usually in use at your holiday resort.
- The Insured Person or an insured travel companion being placed in Quarantine during their Trip.

##### 4.6.2 COVER AMOUNT AND COMPENSATION METHOD

Compensation is proportional to the number of unused days on the Snow Sport or Leisure Activity package.

It is due from the date after the covered activities are fully stopped.

It is calculated based on the total price per person of the Snow Sport or Leisure Activity, up to the limit stated in the Cover Table.

In terms of taking part in snow-related activities, ski passes and ski lessons are treated as a single activity. The compensation terms and conditions are as follows:

- **For ski passes:**

The Insurer will reimburse ski passes up to the limits stated in the Cover Table, on a pro-rata basis.

- **For ski lessons:**

The Insurer will reimburse insured, unused ski lessons, up to the limits set out in the Cover and Excess Amounts Table, from the same date as one of the events covered in Article 4.6.1. 'Purpose of the Cover'.

Administration fees, tips and the insurance premium will be deducted from the compensation.

Administration fees, tips and the insurance premium, as well as reimbursements or compensation paid by the approved Organisation or Intermediary from which the Insured Person purchased their Snow Sport or Leisure Activity package, will be deducted from the compensation.

**4.6.3 COVER EXCLUSIONS**

In addition to the 'General Exclusions' outlined in Article 5 (except for Article 5.12), and any exclusions appearing in the definitions, the consequences of the following circumstances and events will also be excluded:

- 4.6.3.1** any events not stipulated in Article 4.6.1. 'Purpose of the cover';
- 4.6.3.2** failure by the Insured Person to comply with official travel bans issued by the authorities of their Home country or destination country;
- 4.6.3.3** any trip to a country whose health authorities have ordered, by the day of Departure, Quarantine for any person arriving in their territory.

**4.6.4 WHAT THE INSURED PERSON MUST DO IN THE EVENT OF A CLAIM**

The Insured Person must submit a claim to the Insurer **within five (5) working days of the day on which they became aware of the event**, except in the case of an act of God or force majeure.

**4.6.5 SUPPORTING DOCUMENTS TO BE PROVIDED**

The Insurer will send the Insured Person the necessary information for filing their Claim, and the Insured Person must provide the Insurer with all documents and information to justify their Claim and to help with assessing the loss amount, particularly:

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
<b>IN ALL CASES</b>	<ul style="list-style-type: none"> <li>- The invoice of the insured Trip</li> <li>- The invoice for the Snow Sport or Leisure Activity package (including, for snow activities: skiing lessons and ski passes),</li> <li>- bank details,</li> <li>- the claim number set up for the Insured Person when obtaining Allianz Travel's agreement to curtail the holiday,</li> <li>- the local medical report declaring that the Insured Person is unable to continue the Snow Sport or Leisure Activity</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>- the assistance certificate from another assistance company specifying the reason for the assistance,</li> <li>- any other supporting documents requested by the Insurer after the claim has been assessed.</li> </ul>

**4.7 SPORT OR LEISURE ACTIVITY THIRD-PARTY LIABILITY****4.7.1 PURPOSE OF THE COVER**

The Insurer will cover the financial consequences of Third Party Liability that the Insured Person may incur when taking part in a Sport or Leisure Activity, as a result of:

- Physical Injury,
- Material Damage,
- Immaterial Damage as a direct result of the covered Physical Injury or Material Damage,

as a result of an Accident occurring during the Sport or Leisure Activity and caused to a Third Party by:

- the Insured Person,
- items or animals of which they are in charge

**4.7.2 SUBSIDIARITY OF THE COVER**

The cover becomes valid for the Insured Person when they take part in their Sport or Leisure Activity, provided that this Activity is not covered by another insurance policy.

**4.7.3 COVER AMOUNTS**

The cover is provided up to the limits stated in the Cover Table, on the understanding that:

- the Limit per Event (marked with an \*) constitutes the maximum cover amount for the same Operative Event, all damage combined: Bodily Injury, Material Damage, directly Consequential Non-Material Damage,
- in any case, the Insured Person will always pay one Excess per Claim.

In all cases, the compensation owed will be estimated by mutual agreement and may never exceed the loss amount.

## 4.7.4 COVER EXCLUSIONS

In addition to the 'General Exclusions' outlined in Article 5, as well as any exclusions stated in the definitions, the following consequences are excluded:

- 4.7.4.1 damage caused by the Insured Person to their collateral ascendants and descendants to the second degree, as well as to any travel companion listed in the same sales agreement as the Insured Person;
- 4.7.4.2 damage caused to animals or objects belonging to the Insured Person or that are rented, loaned, or entrusted to them;
- 4.7.4.3 damage caused by:
- 4.7.4.4 any land motor vehicle within the definition of Article L 211-1 of the French Insurance Code,
- 4.7.4.5 any land vehicle built to be towed by any land motor vehicle,
- 4.7.4.6 any air, marine or river craft;
- 4.7.4.7 damage as a result of the Insured Person taking part in hunting, any mechanical sports involving any land motor vehicle and one of the following sport or leisure activities, whether individually or as part of an activity organised by a sports federation: kite-surfing, skeleton, bob-sleigh, ski jumping, any off-piste sliding, rock climbing over 3,000m, rock climbing, potholing, all aerial sports (including hang-gliding, gliding, kite-surfing, paragliding), any parachuting activity and skeleton, bob-sleigh, ski jumping, any off-piste sliding, rock climbing over 3,000m, rock climbing, potholing and parachuting, any sports activity done with or from an ultralight motorised aircraft in accordance with the French Civil Aviation Code;
- 4.7.4.8 damage as a result of arranging, preparing for or participating in a competition arranged by a sports federation, subject to administrative authorisation or to a statutory insurance obligation;
- 4.7.4.9 damage caused to the Insured Person during professional activity (including training) or participation in an activity organised by an association subject to the Law of 1901, an institution or a community;
- 4.7.4.10 the Insured Person's contractual liability;
- 4.7.4.11 the liability incurred by the Insured Person because of a fire, an explosion, an implosion or water damage.

The following are also excluded:

- 4.7.4.12 fines and any financial penalties as a sanction and not considered direct compensation for a Physical Injury, Material Damages and/or Consequential Non-Material Damages.

## 4.7.5 PROCEDURES FOR APPLICATION OVER TIME

The procedures for cover over time are covered by the Law 2003-706 of 1<sup>st</sup> August 2003.

The cover, triggered by the Operative Event, will cover the Insured Person against the financial consequences of their Third Party Liability, when this Operative Event occurs between the time that the cover initially commences and its termination or expiry date, irrespective of the date of the other elements which make up the Claim.

## 4.7.6 WHAT THE INSURED PERSON MUST DO IN THE EVENT OF A CLAIM

**PLEASE NOTE**

The Insured Person must not accept any admission of liability or any settlement, without approval from the Insurer. Admitting a material fact or fulfilling a duty to assist do not constitute an admission of liability.

The Insured Person must submit a claim to the Insurer **within five (5) working days of the date that they become aware of it**, except in the case of an act of God or force majeure:



- either by email to: [responsabilite.civile@votreassistance.fr](mailto:responsabilite.civile@votreassistance.fr)
- or by post to the address given in the Article 9 'Address for sending supporting documents to be provided should a claim be made' of the 'Administrative Provisions'

**After this period, if the Insurer incurs a loss due to the Insured Party submitting the Claim late, the compensation may be reduced based on the loss incurred.**

If proceedings are instituted against the Insured Person, they give the Insurer full authority to oversee the process and pursue all means of recourse before the civil courts, or to work with them on their defence and pursue all means of recourse on civil interests before criminal courts.

The Insured Person must send to the Insurer any summonses, subpoenas, extrajudicial documents, and procedural documents sent to or served on them, as soon as they are received.

Should there be a delay in sending these documents, the Insurer will be able to claim compensation from the Insured Person proportional to the loss incurred by the Insurer (Article L113-11 of the French Insurance Code).

**If the Insured Person breaches their obligations after the Claim, the Insurer will pay compensation to the injured Third Parties or their Beneficiaries, but it may take legal action against the Insured Person to recover the amounts paid out.**

**4.7.7 PROVISIONS IN PLACE SHOULD AN ANNUITY PAYMENT BE AWARDED TO A VICTIM BY A COURT RULING**

If an order is made to acquire securities in order to guarantee the payment of an annuity, the Insurer will set up this guarantee for the amount that it will cover.

If no guarantee is ordered, the capital value of the annuity payment is calculated based on the applicable rules for calculating the mathematical reserve of this annuity payment. If that value is lower than the amount of the cover, the annuity payment is paid fully by the Insurer. If it is greater, only the share, in capital, of the annuity payment corresponding to the cover amount is paid by the Insurer.

## 5. GENERAL EXCLUSIONS

In addition to the specific exclusions appearing for each type of cover and any exclusions stated in the definitions, the consequences of the following circumstances and events will never be insured:

- 5.1. deliberate damage of any kind caused or instigated by the Insured Person or with their complicity, or following gross negligence or wilful misconduct by the Insured Person (Article L113-1(2) of the French Insurance Code), except in cases of self-defence or in order to assist a person in danger;
- 5.2. criminal convictions against the Insured Person;
- 5.3. suicide or attempted suicide by the Insured Person;
- 5.4. damage as a result of the Insured Person consuming alcohol and/or the Insured Person using non-medically prescribed medication, drugs or narcotics;
- 5.5. unless otherwise stipulated in the cover, damages as a result of a Civil War or a Foreign War, acts of terrorism, riots, popular movements, coups, hostage-taking, or strikes;
- 5.6. civilian or military use of nuclear reactions, i.e. transformation of the nucleus of an atom, transporting and processing radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, or an accident or malfunction taking place on a site that transforms the nucleus of atoms;
- 5.7. incidents for which either Trip organiser may be liable under Title I of the French statute no. 2009-888 dated 22 July 2009 on the development and modernisation of tourist services, or the carrier, unless otherwise specified in the cover;
- 5.8. failure by the Insured Person to comply with the safety rules imposed by the carrier or any rule decreed by the local authorities;
- 5.9. failure by the Insured Person to comply with bans issued by the local authorities;
- 5.10. the restriction of the free movement of individuals and goods, airport closures and border closures.

The following are also excluded:

- 5.11. any event or damage occurring before the policy was taken out;
- 5.12. unless otherwise stated in the cover, the consequences of an Epidemic or a Pandemic;
- 5.13. the consequences of:  
exposure to infectious biological agents, chemical agents such as poison gas, incapacitating agents, radioactive agents, or neurotoxic agents or agents with residual neurotoxic effects, which result in quarantine or specific preventive or monitoring measures or recommendations by the international health authorities or local health authorities; exposure to natural and/or human pollution

## 6. APPLICABLE LEGISLATION AND LOCATION OF THE POLICY

This policy is governed by the French Insurance Code, **except for the Assistance Cover**, and the General Terms and Conditions.

The policy is drawn up in French.

Since this involves transactions carried out on the Internet, the virtual space made up of the web pages of the underwriter's website [www.booking-megeve.com](http://www.booking-megeve.com) is deemed to be located in France and policies taken out on it are therefore located in France, notwithstanding the protection given to consumers under the laws of the countries where consumers normally live.



## 7. CANCELLATION OPTION

The Insured Person may exercise a Cancellation option after taking out an insurance policy.

### 7.1 Cancellation scenario

- **Multi-insurance**

Under Article L112-10 of the French Insurance Code, the Insured Person who takes out, for non-professional purposes, an insurance policy supplementing goods or services sold by an intermediary may cancel this policy, at no expense or penalty, when it has not been executed in full or when the Insured Person has not made a claim, if they provide proof of prior cover for one of the risks covered by the policy. This Cancellation must occur within **fourteen (14) calendar days** from the date on which this Policy is entered into.

- **Remote sales**

Under Article L 112-2-1 of the French Insurance Code, a Cancellation option applies to insurance policies taken out remotely, in particular sold online, without the parties to the policy being simultaneously physically present, during cold calling or outside the seller's usual place of business.

**This Cancellation option does not apply to travel or baggage insurance policies or to similar short-term insurance policies with a duration of less than one (1) month.** The term of the insurance policy runs between the date on which it was taken out and the date on which all types of cover end.

### 7.2 Procedure for exercising the Cancellation right

When the insurance policy is eligible for the Cancellation option under the term and conditions set out above, the Insured Person may exercise this option by sending the companies that sold them to insurance policy a registered letter with acknowledgement of receipt, duly dated and signed, within fourteen (14) calendar days of the date on which this Policy is entered into by email at the following email address: [www.booking@megeve.fr](mailto:www.booking@megeve.fr)

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

'I, the undersigned, full name, date and place of birth, would like to cancel the cover under insurance policy no. ... which I took out with AWP P&C on ... (Date).

Signed in ... (Place). On ... (Date) and Signature: ... '.

When cancelling on the grounds of multi-insurance, the Insured Person must enclose, along with their request, supporting documents substantiating the existence of a current insurance policy covering risks similar to this policy.

If the Insured Person exercises this option, the policy will be terminated on the date that it starts. The Insured Person will be reimbursed the corresponding premium within thirty (30) days of the date on which their Cancellation request is received.

The Cancellation option may not be exercised if the Insured Person has implemented the cover in this insurance policy as part of a Claim submitted within fourteen (14) calendar days, and, as a result, no premium will be reimbursed in such a case.

## 8. APPLICABLE PENALTIES SHOULD THERE BE MISREPRESENTATION WHEN TAKING OUT THE POLICY

- Any non-disclosure or intentional misrepresentation by the Insured Person in the statement of risk is punishable by the policy being rendered null and void under the conditions set out in Article L113-8 of the French Insurance Code.
- Any omission or inaccurate statement by the Insured Person when their bad faith has not been proven will be punished under the conditions set out in Article L113-9 of the French Insurance Code:
  - if it is ascertained before any Claim: the Insurer will be entitled either to continue the policy with an increase in the premium, or to terminate the Policy within ten (10) days by registered letter, by reimbursing the overpaid share of the premium.
  - if it is only ascertained after the Claim: the Insurer may reduce the compensation in proportion to the amount of premium paid compared with the amount of premium that would have been due if the risk had been declared completely and precisely.

## 9. APPLICABLE PENALTIES SHOULD THERE BE INTENTIONAL MISREPRESENTATION ON THE CLAIM DATE

Any fraud, non-disclosure or intentional misrepresentation by the Insured Person about the circumstances or consequences of a claim will result in any entitlement to benefits or compensation for this Claim being lost.

## 10. ADDRESS FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF AN INSURED LOSS

### PLEASE NOTE

It is the Insured Person's responsibility to prove that all the conditions required for implementing a cover are satisfied, using the supporting documents requested by the Insurer when the Claim is submitted or when the case is being handled.

If no supporting documents are provided or if the supporting documents do not provide material proof of the Covered Event, the Insurer is entitled to refuse the Insured Person's compensation claim.

If the supporting documents are medical in nature, the Insured Person may, if they so wish, send these documents in an envelope marked 'Confidential' for the attention of the Insurer's medical adviser.

For the 'Full or Partial Cancellation or Change', 'Accidental damage and theft of ski equipment', 'Delayed Return' and 'Curtailed Snow Sport or Leisure Activity' types of cover, the supporting documents must be sent to:

AWP France SAS  
Service Indemnisation Assurances [Insurance Compensation Department]  
DOP01 - DOP01  
7 Rue Dora Maar  
CS 60001  
93488 SAINT-OUEN Cedex

For the 'Sport or Leisure Third-Party Liability' cover, the supporting documents must be sent to:

AWP France SAS  
Service Juridique - Responsabilité Civile et Contentieux - DT03 [Legal Department - Third-Party Liability and Claims]  
7 Rue Dora Maar  
CS 60001  
93488 SAINT-OUEN Cedex

For the 'Traveller Assistance' cover, the supporting documents must be sent to:

AWP France SAS  
Service Relations Clientèle - RELAC01 [Customer Relations Department]  
7 Rue Dora Maar  
CS 60001  
93488 SAINT-OUEN Cedex

## 11. DAMAGE ASSESSMENT

The causes and consequences of the Claim will be assessed by mutual agreement and, if not, by jointly agreed expert assessment, subject to the respective rights of the Insurer and the Insured Person. The fees for this expert assessment will be shared between the parties.

If the parties are unable to agree on selecting the third-party expert, the Presiding Judge of the Tribunal de Grande Instance [Regional Court] of the region of the Place of Residence of the Policyholder will appoint one.

This appointment will be made in a written request signed by the Insurer or by only one of the parties, with the other having been summoned by registered letter.

## 12. SETTLING CLAIMS

### a. Calculating the compensation

When the invoices provided are not denominated in euros, the compensation amount will be based on the exchange rate applying on the date on which the compensation is calculated.

### b. Time period

Once the Insured Person's case is concluded, their compensation will be paid out within the ten (10) days following the agreement between the Insurer and the Insured Person, or the enforceable judicial decision.

## 13. CUMULATIVE INSURANCE

If the Insured Person is covered for the same risks with other insurance companies, they must inform the Insurer and provide them with their contact information and the scope of their cover, under Article L121-4 of the French Insurance Code.

The Insured Person may receive compensation for their damage by contacting the Insurer of their choice.

**These provisions do not apply to assistance services.**

## 14. SUBROGATION IN THE INSURED PERSON'S RIGHTS AND ACTIONS

In return for payment of the compensation and up to the amount of this compensation, the Insurer will become the beneficiary of the rights and legal actions that the Insured Person had against any party liable for the Claim, under Article L121-12 of the French Insurance Code.

If, due to the Insured Person's actions, the Insurer can no longer perform this action, it may be discharged of all or part of its obligations to the Insured Person.

**These provisions do not apply to assistance services.**

## 15. PERIOD OF LIMITATION

Any legal action arising from the insurance policy is subject to a period of limitation of two (2) years from the event giving rise to it, under the provisions of Article L 114-1 of the French Insurance Code.

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

- Article L 114-1 of the French Insurance Code

*'Any legal action arising from the insurance policy **will be covered by a period of limitation of two years** from the event giving rise to it.*

*However, this period will run:*

- 1) Should there be non-disclosure, omission or misrepresentation, only from the date on which the insurer became aware of it;*
- 2) Should there be a claim, only from the date on which the relevant parties became aware of it, if they prove that they were unaware up until then.*

*When the legal action by the insured person against the insurer is due to redress by a third party, the period of limitation will run only from the date on which that third party filed legal proceedings against the insured person or the insured person paid out the compensation.*

*The period of limitation will be increased to ten years for life-insurance policies when the beneficiary is a person other than the policyholder and, in personal accident insurance policies, when the beneficiaries are the deceased insured person's legal successors.*

*For life-insurance policies, notwithstanding the provisions of paragraph (2), the actions of the beneficiary will be covered by a period of limitation of a maximum of thirty years from the insured person's death.'*

- Article L 114-2 of the French Insurance Code

*'The period of limitation will be interrupted by one of the ordinary grounds for interrupting the period of limitation and by the appointment of an expert following a claim. The period of limitation for the legal action may also be interrupted by a registered letter or an electronically registered e-mail, with acknowledgement of receipt, being sent by the Insurer to the insured person, in relation to legal action for paying the premium, and by the insured person to the Insurer in relation to paying the compensation.'*

- Article L 114-3 of the French Insurance Code

*'Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either amend the duration of the period of limitation or add to the causes for suspension or curtailment thereof.'*

### **Additional information:**

The ordinary grounds for interrupting the period of limitation are set out in Articles 2240 et seq. of the French Civil Code, including: recognition by the debtor of the right of the person against whom they were claiming, legal action, even in summary proceedings, and the act of compulsory enforcement.

For a full list of ordinary grounds for interrupting the period of limitation, please take a look at the aforementioned articles of the French Civil Code.

For the 'Sport and Leisure Third-Party Liability' cover, the time period will run only from the date on which a Third Party makes the Insured Person aware of their intention to obtain compensation from the Insured Person, provided that their action is not time-barred, pursuant to Article 2226 of the Civil Code.

## 16. COMPLAINTS HANDLING PROCEDURES

When an Insured Person is dissatisfied with the way that their claim has been handled, their first course of action should be to inform their usual contact so that the reason for this dissatisfaction can be understood and solutions can be sought.

Should there be a dispute about the solutions put forward, the Insured Person may send a complaint to the following address:

[reclamation@votreassistance.fr](mailto:reclamation@votreassistance.fr)

(Or send a letter to AWP France SAS, Service Réclamations (Complaints Department), TSA 70002 - 93488 Saint-Ouen Cedex)

The Insured Person will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from the date on which the complaint is received, unless a response to the complaint is sent within this period.

A response will be provided no later than two (2) months after the date on which the complaint is received, unless special circumstances arise; in that event, the Insurer will keep the Insured Person informed.

If the Insured Person is still not satisfied with how their complaint has been handled, they may then refer the matter to the independent ombudsman at the following address:

**La Médiation de l'Assurance**

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

**LMA**

**TSA 50110**

**75441 Paris Cedex 09**

The Insured Person's request to the Médiation de l'Assurance ombudsman must, if necessary, be made within 1 (one) year of their written complaint to AWP P&C at the latest.

Insurance companies belonging to the FFA have established a system to enable Insured Persons and third parties to access a mediation procedure for settling their disputes. This system is governed by the French Insurance Mediation Charter.

The Insured Person can always take any other legal action.

If the Insured Person takes out the insurance policy online, they can use the European Commission's Online Dispute Resolution (ODR) platform as a consumer, at the following link: <http://ec.europa.eu/consumers/odr>

## 17. LEGAL JURISDICTION

AWP P&C has provided the following as its address for service: **7 Rue Dora Maar, 93400 SAINT-OUEN.**

Any disputes raised against AWP P&C relating to implementing the policy will be exclusively submitted to the competent French courts and all notices should be sent by registered post with acknowledgement of receipt, to the address set out above.

## 18. PERSONAL DATA PROTECTION

The processing of personal data is governed by the Amended French Law on Data Protection and Civil Liberties of 6 January 1978 and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

AWP P&C is the data controller for the personal data collected for the purposes of taking out, managing and implementing policies.

These data are stored for the period required for executing the policy and in accordance with the provisions relating to the period of limitation. Only managers of assistance services and/or insurance cover may use them and they may be disclosed to data processors, located inside or outside the European Union.

Under the legislation and regulations applying for data protection matters, the Insured Person may exercise their right to access data about them or have them corrected by contacting: [informations-personnelles@votreassistance.fr](mailto:informations-personnelles@votreassistance.fr)

For more information, please see the Privacy Statement explaining, among other things, how and why personal data are collected. The most recent version was given to the Insured Person when this policy was taken out.

**As part of its risk management policy and anti-fraud activities, AWP France SAS reserves the right to review all information and, if necessary, to inform the competent authorities in accordance with the legislation in force.**

## 19. REGULATORY AUTHORITY

The body responsible for the regulation of AWP P&C is the Autorité de Contrôle Prudentiel et de Résolution [French insurance industry regulatory authority], 4 Place de Budapest, CS 92 459, 75436 Paris Cedex 09 - [www.acpr.banque-france.fr](http://www.acpr.banque-france.fr)

## Privacy statement

**We take the security of your personal data very seriously**

**AWP P&C**, an entity of Allianz Partners SAS, is an insurance company approved by the **Autorité de contrôle prudentiel et de résolution [French insurance industry regulatory authority, ACPR]**, offering insurance products and services. Protecting your privacy is our number one priority. This Privacy Statement will explain how we collect personal data, what type of data we collect and why, with whom we share them and to whom we disclose them. Please read this statement carefully.

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


The data controller is the person, natural or legal, who controls and is responsible for the storage and use of personal data, in paper or electronic format. **AWP P&C** ('We', 'Our') is the data controller, as defined by the applicable data protection laws and regulations.

**2. What personal data are collected?**

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

- identification data for persons who are party to, affected by or involved in the policy and
- any other data required for drawing up and/or executing the policy.

In doing so, we may be required to collect and process 'sensitive personal data' about you.

 **By taking out this policy, you are agreeing to disclosing the information listed in this Privacy Statement to any third party for whom personal data may be sent to us (such as other Insured Persons, beneficiaries, third parties involved in the insured loss and persons that must be notified in an emergency) and you agree not to disclose this information otherwise.**

**3. How are my personal data collected and processed?**

We will collect and process the personal data that you send to us and personal data that we receive from third parties (as explained below) for a number of purposes and provided that you explicitly consent to this, unless this is not required by applicable laws and regulations, as stated below:

Purpose	Is my explicit consent necessary?
<ul style="list-style-type: none"> <li>• Getting a quotation and taking out the insurance policy</li> </ul>	<ul style="list-style-type: none"> <li>• No, as these processing activities are required for implementing the insurance policy to which you are party and for taking the required measures prior to entering into this policy.</li> </ul>
<ul style="list-style-type: none"> <li>• Administration for the insurance policy (such as handling complaints, investigations and estimates required for establishing that the Covered Event occurred and the amount of compensation to be paid or the type of assistance to be provided)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes, if necessary. However, in circumstances where we need to process your personal data for handling your complaint, we will not request your explicit consent.</li> </ul>
<ul style="list-style-type: none"> <li>• In order to conduct quality checks on the services provided, in order to ascertain, and ideally improve, your level of satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>• No. We have a legitimate interest in contacting you after handling a request or providing a service so that we can make sure that we have fulfilled our contractual obligations to your satisfaction. However, you will be entitled to object to this by contacting us as set out in section 9 below.</li> </ul>
<ul style="list-style-type: none"> <li>• In order to meet all statutory obligations (such as obligations deriving from laws relating to insurance policies and insurance activities, regulations on tax, accounting and administrative obligations)</li> </ul>	<ul style="list-style-type: none"> <li>• No, as these processing activities are specifically and legally authorised.</li> </ul>
<ul style="list-style-type: none"> <li>• For monitoring purposes, in order to adhere to statutory obligations or internal procedures</li> </ul>	<ul style="list-style-type: none"> <li>• No. We may process your data as part of internal or external audits, which may be required either by law or our own internal procedures. We will not request your consent for these processing activities if they are justified under the regulations in force or for the purposes of our legitimate interest. However, we will ensure that only personal data that are strictly required will be used and that they will be processed in complete confidentiality.</li></ul> <p>Internal audits will generally be conducted by our parent company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France).</p>

Purpose	Is my explicit consent necessary?
<ul style="list-style-type: none"> <li>In order to produce statistical and qualitative analyses based on compensation claim data and frequency</li> </ul>	<ul style="list-style-type: none"> <li>If we carry out one of these processing activities, the personal data used will be rendered anonymous. Therefore, any such 'anonymous' data will no longer be considered as 'personal' data and your consent will not be required.</li> </ul>
<ul style="list-style-type: none"> <li>For debt recovery management</li> </ul>	<ul style="list-style-type: none"> <li>No, if processing your data (even if this involves sensitive categories of personal data) is required for establishing, exercising or protecting rights in legal proceedings, which we may also invoke in respect of our legitimate interest.</li> </ul>
<ul style="list-style-type: none"> <li>In order to prevent and combat fraud and money laundering, and comply with regulations applying to economic sanctions, including, where applicable and as an example, comparing your information with information appearing in previous claims, or verifying the current claim-submission procedures.</li> </ul>	<ul style="list-style-type: none"> <li>No. Detecting and preventing fraud and money laundering, as well as complying with the regulations applying to economic sanctions, will be a legitimate interest for the Data Controller. Therefore, we will be entitled to process your data for this purpose without having obtained your consent first.</li> </ul>
<ul style="list-style-type: none"> <li>In order to transfer risks via reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li>We may process and share your personal data with other insurance or reinsurance companies, with whom we have signed or will sign co-insurance or reinsurance agreements.  Co-insurance is when more than one insurance company covers the risk through a single policy, with each company then assuming a percentage of the risk or sharing the types of cover between them. Reinsurance is the process of 'subcontracting' the cover for a part of the risk to a third party reinsurer. However, this is an internal agreement between us and the reinsurer, and you have no direct contractual relationship with the reinsurer. These risk transfers occur for the purposes of the legitimate interests of insurance companies, which are generally specifically authorised by law (including the sharing of personal data strictly required for this purpose)</li> </ul>

As mentioned above, for the purposes listed above, we will process the personal data about you that we receive from our commercial partner, **the COMMUNE OF MEGEVE**.

For the purposes stated above for which we have indicated that your express consent is not required or in cases where we need your personal data for the purpose of taking out your insurance and/or handling your claim, we will process your personal data on the basis of our legitimate interests and/or in accordance with our statutory obligations.

Your personal data will be required for any purchase of our products and services. If you do not want to provide us with these data, we will not be able to guarantee you access to the products and services which you have requested or which are likely to interest you, or to suggest services to you which are tailored to your specific requirements.

#### 4. Who is able to access my personal data?

We will ensure that your personal data are processed in compliance with the purposes mentioned above.

For the stated purposes, your personal data may be disclosed to the following parties, operating as third-party data controllers:

- public sector bodies, other Allianz group companies, other insurers and reinsurers.

For the stated purposes, your personal data may be disclosed to the following parties, operating as data processors under our responsibility:

- other Allianz group companies (including AWP France SAS), technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors and service companies to which we outsource our operations (complaints, IT, postal services and document management).

Finally, we may be required to share your personal data in the following cases:

- in planned or actual cases of restructuring, mergers, sales, joint ventures, assignments, transfers or other arrangement relating to all or part of our business, assets or securities (including in connection with insolvency or other similar proceedings); and
- in order to comply with any legal obligations, including obligations arising from the ombudsman's decisions should you submit a complaint about any of our products or services.

**5. Where are my personal data processed?**

Your personal data may be processed both within and outside of the European Union (EU) by the parties specified in section 4, which are always subject to contractual restrictions relating to privacy and security, in accordance with applicable data protection laws and regulations. We will not disclose your personal data to parties which are not authorised to process them.

Any transfer of your personal data for processing outside of the EU by another Allianz Group company will be performed following the internal company rules approved by the Regulatory Authority to which the Allianz Group belongs, establishing suitable rules for protecting personal data and legally binding on all companies in the Allianz Group. Allianz's internal corporate rules and the list of group companies that comply with them are available here: [https://www.allianz-partners.com/en\\_US/allianz-partners-binding-corporate-rules](https://www.allianz-partners.com/en_US/allianz-partners-binding-corporate-rules). Where Allianz's internal corporate rules do not apply, we will take measures to ensure that the transfer of your personal data outside of the EU will be performed with a suitable level of protection, just as if it were a transfer within the EU. You can find out about the safeguards that we implement for this type of transfer (for example, standard contractual clauses) by contacting us as set out in section 9.

**6. What are my rights in relation to my personal data?**

Where permitted by applicable law or regulation, you are entitled to:

- access your personal data and discover their origin, the objectives and purposes for processing these data, information about the data controller(s), the data processor(s) and the recipients of any data that may be disclosed;
- withdraw your consent at any time, in situations where it is required for processing your personal data;
- update or correct your personal data so that they are always accurate;
- delete your personal data from our systems if storing them is no longer required for the purposes set out above;
- restrict processing of your personal data in certain circumstances, for example, if you have contested the accuracy of your personal data, for the period required by our departments in order to verify the accuracy of your personal data;
- obtain your personal data in an electronic format, for your personal use or for use by your new insurer; and
- submit a complaint to our company and/or the competent data protection authority - Commission Nationale de l'Informatique et des Libertés (French data protection authority, CNIL).

You may exercise these rights by contacting us as set out in section 9.

**7. How can I object to my personal data being processed?**

Where permitted by applicable law or regulations, you are entitled to object to your personal data being processed by our services, or to request our company to stop processing these data (including for direct marketing purposes). Once your request has been sent, we will no longer process your personal data unless permitted by applicable laws or regulations.

You can exercise this right in the same way as your other rights defined in section 6.

**8. How long will you be storing my personal data?**

We will only store your personal data for as long as necessary for the purposes set out in this privacy statement and then they will be deleted or anonymised when no longer required. Please find below some of the retention periods which apply to the purposes set out in section 3 above.

- For a period of two (2) years from the end date for the insurance policy
- Should there be a Claim - two (2) years from the Claim being settled.
- Should there be a Claim involving Bodily Injury - ten (10) years from the Claim.
- For any information on complaints - two (2) years from the date on which the complaint is received.
- For any information about the policy - two (2) years from expiry, termination or cancellation.

However, please be aware that additional specific obligations or events may sometimes cancel or alter these periods, such as ongoing regulatory disputes or investigations, which may replace or suspend these periods until the case is closed and the applicable review or appeal period has expired. In particular, storage periods based on periods of limitation for legal claims can be suspended and subsequently resume.

**9. How can I contact you?**

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

AWP France SAS  
Département Protection des Données Personnelles (Data Privacy Department)  
7 Rue Dora Maar - 93400 Saint-Ouen  
Email: [informations-personnelles@votreassistance.fr](mailto:informations-personnelles@votreassistance.fr)

**10. How often do you update this Privacy Statement?**

We regularly review this privacy statement.