



INSURANCE COVER DOCUMENT

Policy no. 302 881



NOTICE OF INFORMATION DEEMED TO CONSTITUTE GENERAL TERMS AND CONDITIONS FOR POLICY NO. 302 881

Dear Customer,

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

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

WHO IS THE INSURER?

AWP P&C, société anonyme [corporation] with a share capital of €17,287,285, Bobigny Register of Companies under No. 519 490 080, registered office: 7 rue Dora Maar - 93400 Saint-Ouen, Private company governed by the French Insurance Code.

WHO IS THIS POLICY AIMED AT?

Persons having purchased a fixed rate package or holiday (with or without transport) at Euro Disney and who apply for it on the day of booking.

WHAT ARE THE CONDITIONS FOR BENEFITING FROM THIS POLICY?

The policy is not subject to any residence conditions, except from Countries not covered.

WHAT IS THE DATE OF EFFECT AND TERM OF YOUR POLICY?

The policy is valid from the date it is taken out for any Trip, personal or business, of a maximum duration of two (2) consecutive months, sold by Euro Disney with which this policy was taken out. The types of cover apply according to the terms and conditions provided for in the «Administrative Provisions».

WHICH TYPES OF COVER ARE PROVIDED FOR IN THE POLICY?

- The types of cover listed below are those corresponding to the option taken out and which are shown in your Specific Terms and Conditions of the insured service and for which you have paid the corresponding premium.
- To find out the payment amounts and limits and the excess relating to the cover, please refer to the Cover Table. This table also includes a list of general exclusions, along with the exclusions specific to each type of cover.

The policy is drawn up in French and is subject to French law.

KEY ELEMENTS

- You may or may not have a right of waiver 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 4, «Waiver option».
- To avoid multi-insurance, in accordance with Article L112-10 of the French Insurance Code:

You are kindly requested to check that you do not already have cover protecting you for one of the risks provided for in the new policy. If you are already covered, you have the right to withdraw from this policy within fourteen (14) calendar days from signing the contract, without incurring any fees or penalties, provided that all of the following conditions are met:

- you have taken out this policy for non-professional purposes;
- this policy accompanies the purchase of goods or services sold by a supplier;
- you prove that you are already covered for one of the risks provided for in the new policy;
- the policy which you wish to take out has not been executed in full;
- you have not declared any claim covered by this policy.

In this case, you can exercise your right to withdraw from the policy by letter or any other durable format addressed to the insurer of the new policy, with a document in attachment proving that you already have cover protecting you for one of the risks provided for in the new policy. The insurer is required to repay you the premium paid within thirty (30) days of your waiver.

If you wish to waive your policy but do not satisfy all of the conditions above, please check the terms and conditions of the waiver set out in your policy under Article 4, «Waiver option».

- Service quality and customer satisfaction are a priority for us. If however, our services have not been completely satisfactory, you can contact us according to the terms provided for in the «Administrative Provisions» of the General Terms and Conditions in Article 10, «Claim assessment procedures».

Claim request

- ▶ To register your claim immediately contact us on:
<https://indemnisat.ion.allianz-travel.fr>
- ▶ Deaf and hard-of-hearing access (24/7)
<https://accessibilite.votre-assistance.fr>
- ▶ If you do not have Internet access, please contact us:
(Metropolitan France time zone) on
+33 (0)1 42 99 03 95
(Monday to Friday, between 9.00am and 6.00pm)

The coverages in this policy are governed by the French Insurance Code.

GENERAL TERMS AND CONDITIONS FOR POLICY NO. 302 881

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DEFINITIONS

A number of terms are frequently used in our insurance policies. The list below contains the meaning that shall be given to these terms.

DEFINITION OF THE PARTIES TO THE POLICY

INSURED PERSON/YOU: the persons specified in your Specific Terms and Conditions, hereinafter referred to as “you”, regardless of their place of domicile,

THE INSURER/OURSELVES: AWP P&C, that is, the Insurer with which you have taken out your insurance policy. Assistance services are carried out by AWP France SAS, hereinafter referred to under the commercial name «Allianz Travel».

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

YOU: the insured person or persons.

DEFINITION OF INSURANCE TERMS

ABROAD: any country except for the country where you are resident or of which you are a citizen, of France or any of its overseas territories, and **except any Countries not covered.**

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

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

COUNTRY OF ORIGIN: the country in which you are domiciled or the country of which you are a citizen is considered to be the country of origin.

COUNTRIES NOT COVERED: North Korea. An updated list of all Countries Not Covered is available on the AWP France SAS website, at the following address: <https://paysexclus.votre.assistance.fr>.

EPIDEMIC: a contagious disease whose spread constitutes an epidemic according to the World Health Organisation (WHO) or the competent health authority of the Home country of the Insured Person.

EUROPE: the European Union (including the following overseas territories: Guadeloupe, Guyana, Martinique, Mayotte, Réunion and Saint-Barthélemy), Liechtenstein, the Principalities of Monaco and Andorra, San Marino, Switzerland, the Vatican.

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

FIXED RATE PACKAGE: all services (transport, accommodation, catering, visits, excursions, entertainment, etc.) offered at a fixed rate by a travel agent or holiday organiser.

PANDEMIC: an epidemic which the World Health Organisation (WHO) or the competent health authority of the Home country of the Insured Person has declared as a pandemic.

PERIOD OF LIMITATION: period after which no claim is admissible.

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 Pandemic, as ordered by a competent authority.

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

SUBROGATION: process by which we replace you in respect of your rights and legal actions against any party liable for your damages, in order to obtain repayment of the sums which we have paid you following a claim.

TRIP: any trip or stay of a maximum duration of two consecutive months, planned during the period of validity of this policy, and organised, sold or provided by Euro Disney with which this policy was taken out.

► Relating to cover for «Cancellation»:

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

SERVICE CHARGES: charges levied by the approved organisation or intermediary when booking the trip, which relate to their preparation of the trip.

TEMPORARY DISABILITY: medically diagnosed loss, for a limited period of time, of a person's functional capacity, requiring them, on the day of the cancellation, to cease all activity (including professional activity if applicable) and requiring medical care and treatment to be carried out.

GEOGRAPHICAL SCOPE OF THE POLICY

The policy cover applies to any trip worldwide, **except for Countries not covered.**

COVER TABLE

TYPES OF COVER	COVERAGE AMOUNTS AND LIMITS	EXCESS AMOUNTS OR COVER THRESHOLDS
• Following the occurrence of an event covered by the policy	Reimbursement of the cancellation charges per the scale featured in the General Terms and Conditions of Sale of Euro Disney	N.A.

GENERAL EXCLUSIONS

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

1. civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
2. your voluntary participation in bets, crimes or fights, except in cases of self-defence;
3. any effects of nuclear incidents or caused by any source of ionising radiation;
4. damage of any kind decided, 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) French Insurance Code), except in cases of self-defence or assistance to a person in danger;
5. suicide and attempted suicide by the Insured Person;
6. your consumption of alcohol and/or use of medication, drugs or narcotics mentioned in the French Public Health Code, not prescribed by a doctor;
7. events for which your travel organiser may be liable, in compliance with Chapter I of Law N° 2009-888 of 22 July 2009, stipulating the conditions for pursuing the business of organising and selling holidays, or for which the carrier may be liable, particularly for air safety reasons and/or overbooking;
8. your refusal to board the flight originally scheduled by the approved organisation ;
9. any travel from or to countries subject to international financial sanctions decided by the European Union and/or the United Nations and any event occurring in one of these countries, or its consequences ;
10. Unless otherwise stated in the terms and conditions of cover, the consequences of an Epidemic or Pandemic.

YOUR POLICY COVERAGE

CANCELLATION

1. PURPOSE OF THE COVER

When you cancel your booking, Euro Disney may ask you to pay all or part of the cost of the service, known as cancellation fees; these fees increase as the departure date approaches. The fees are calculated using a scale of charges specified in the General Terms and Conditions of Sale of your trip.

We will refund you the costs of the cancellation fees charged.

2. EVENTS COVERED IN THE EVENT OF CANCELLATION

Cancellation, notified before your departure, after the insurance has been taken out, must be the result of one of the following events, which absolutely prevent you from departing.

2.1. Temporary or permanent disability of:

- yourself, your spouse or common law partner, your ascendants or descendants, as well as those of your spouse or the person travelling with you, provided that the person is included on the same invoice.
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian and also the person for whom you are the guardian,
- your professional replacement, specified when taking out this policy,
- the person named when this policy was taken out, responsible for looking after during your trip or accompanying your minor children or a disabled person living with you on the trip,
- another member of your family provided that hospitalisation is for more than 48 hours, directly resulting:
 - from an illness including an illness linked to an Epidemic/Pandemic or accident,
 - from pregnancy complications up to the 28th week,
 - from the consequences, after-effects, complications or aggravation of an illness or an accident which was recorded before your trip was booked.

It is the insured person's responsibility to prove all details constituting the temporary disability or the permanent disability as defined in this policy. If you cannot establish with these the occurrence of the temporary or permanent disability at the time of cancellation, we may reject your claim.

2.2. The death (including a death linked to an Epidemic/Pandemic) of:

- yourself, your spouse or common law partner, your ascendants or descendants, as well as those of your spouse or the person travelling with you, provided that the person is included on the same invoice.
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian and also the person for whom you are the guardian,
- your professional replacement, specified when taking out this policy,
- the person named when this policy was taken out, responsible for looking after during your trip or accompanying your minor children or a disabled person living with you on the trip,
- another member of your family.

2.3. Theft at your private or business premises:

Subject to this theft being sufficiently serious to require your presence and that the theft occurs within the 48 hours prior to departure.

2.4. Serious tangible damage resulting from:

- a burglary,
- a fire,
- an explosion,
- water damage,

- a climate event,
definitely requiring your presence at that location on your scheduled day of departure to implement conservation measures and administrative actions, and which affects:
 - your main or secondary residence,
 - your farming business,
 - your business premises if you are a craftsman, trader, company manager or if you are an independent professional.
- 2.5. **A vaccination contraindication, the effects of vaccination or being medically unable to take the preventive treatment** required for your trip destination, provided that you received a documented favourable medical opinion prior to you booking the trip.
 - 2.6. **Redundancy of yourself or your spouse, provided that the procedure had not been started when you took out this policy.**
 - 2.7. **Your employer changing the date of your paid holidays.** This cover is provided to salaried employees, excluding craftsmen, traders, members of a professional occupation, directors or legal representatives of a company. This holiday leave, corresponding to an entitlement, must have been previously agreed by the employer prior to booking the trip.
This cover does not apply if the Policy holder is the company which has changed the holidays.
 - 2.8. **The unforeseen, mandatory summons to appear in court as a witness or for jury service.**
 - 2.9. **Your professional transfer,** imposed on you by your employer, but not in connection with a disciplinary matter, that requires you to move house during the time of your trip or at the latest, 8 days before the trip, provided that the transfer was not known about when you took out this policy.
 - 2.10. **Your notification for the adoption of a child** during the period of the trip, provided that the notification was not known about when you took out this policy.
 - 2.11. **Refusal of a tourist visa by the authorities of your trip country,** provided that you had not submitted a request that was refused by these authorities for a previous trip and that your actions allowed sufficient time for them to take a position prior to your departure and subject to your compliance with the constraints imposed by the administrative authorities of this country.
 - 2.12. **Your Quarantine or the Quarantine of an insured travel companion,** provided that it starts before Departure and ends during the dates of the Trip.
 - 2.13. **Cancellation, for one of the events mentioned above (articles 2.1. to 2.12.), of one or more persons booked at the same time as you and insured under this policy if, because of this withdrawal, you had to travel alone or with just one other person.**
However, for people who are part of the same household for tax purposes, all insured persons from the household for tax purposes are covered under the "Cancellation" cover.



IMPORTANT

For rentals, our cover is granted on condition that the rental is fully vacated.

All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single trip, which only has one single date of departure: the date stated by Euro Disney as being the start of the insured services.

3. AMOUNT COVERED

We reimburse the cancellation charges invoiced by Euro Disney per the contractual scale featured in its General Terms and Conditions of Sale.

The cost of tips, visas and other expenses, not included in service charges and the premium paid to take out this policy will not be reimbursed.

If you choose to modify the trip dates rather than cancel your trip, because of the occurrence of one of the insured events, we reimburse you for the modification costs applied by Euro Disney per the contractual scale featured in its General Terms and Conditions of Sale.

The amount of our payment is always limited to the costs you would have been charged if you had informed Euro Disney on the day on which the event occurred.

4. COVER EXCLUSIONS

In addition to the exclusions that are common to all types of cover (except in article 10), the consequences of the following circumstances and events are also excluded:

- 4.1. illness or accidents which have already been ascertained, treated, have relapsed, or worsened, or led to hospitalisation between the date on which the trip was booked and the date on which this policy was taken out;
- 4.2. un stabilised illnesses or injuries that were diagnosed or treated during the thirty (30) days prior to the booking of the Trip;
- 4.3. pregnancy and/or its complications, beyond the 28th week, and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation;
- 4.4. forgetting to be vaccinated or to follow the preventative treatment necessary for your trip destination;
- 4.5. the local health situation, natural or human pollution, meteorological, climatic or natural events, unless they cause tangible damage to a building used by the Insured Person, under the same provisions as those defined in Article 2.4;
- 4.6. Natural Disasters;
- 4.7. criminal proceedings against you;
- 4.8. any event that occurs between the date on which you booked your trip and the date on which you took out this policy;
- 4.9. all cancellation charges which may be payable by Euro Disney in accordance with the European Directive of 25 November 2015 on package travel and linked travel arrangements.

5. WHAT YOU MUST DO IN THE EVENT OF CANCELLATION

In the event of a claim, you advise Euro Disney of your withdrawal by the quickest methods when the covered event that prevents your departure takes place.

You must notify us of the claim within five (5) working days of your knowledge of the event, except in the case of an act of God or force majeure:



To facilitate the claim and optimise processing of the case, we recommend reporting the event 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.

By telephone, Mondays to Fridays, between 9.00am and 6.00pm (Metropolitan France time zone):

- **From France (if the Insured Person's current location is in France)**
 - 01 42 99 03 95 for French speakers (standard rate call)
 - 01 42 99 03 97 for non-French speaking Insured Persons
- **Outside France (if the Insured Person's current location is not in France)**
 - +33 1 42 99 03 95 for French speakers
 - +33 1 42 99 03 97 for non-French speaking Insured Persons

After this period, if we incur a loss because of late declaration, compensation may be reduced according to the loss incurred.

We will provide you with the information needed to make your claim declaration and you will be required to supply us with any documents and information to serve as proof of the reason for your cancellation and allow us to assess the amount of compensation due to you.

If the reason for your cancellation is medical, if you wish, you may send the medical details in an envelope marked "Confidential" for the attention of the Insurer's medical expert (Médecin conseil de l'assureur).

ADMINISTRATIVE PROVISIONS

1. PROCEDURES FOR TAKING OUT COVER, TAKING EFFECT AND ITS TERMINATION

The policy must be taken out on the same day as the reservation.

The cover takes effect from midday on the day following payment of the premium.

It ends at the start of your trip.

2. CUMULATIVE INSURANCE

If you are covered for the same risks by other insurance companies, you must inform us of this and provide us with their details and the scope of their cover, in accordance with article L 121-4 of the French insurance code.

You can obtain compensation for damage by contacting the Insurer of your choice.

3. SUBROGATION IN YOUR RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its limit amount, we become beneficiaries of the rights and actions that you had against anyone liable for the claim, in accordance with Article L 121-12 of the French Insurance Code.

If, by your doing, we are no longer able to perform this action, we can be discharged of all or part of our obligations towards you.

4. WAIVER OPTION

The Insured Person may exercise a waiver option defined in Articles L112-2-1 and L112-10 of the French Insurance Code after taking out an insurance policy, in the cases provided for below:

a. Over-insurance

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

b. Remote sales

Under Article L112-2-1 of the French Insurance Code, a right of waiver applies to insurance policies taken out remotely, in particular sold online, without the simultaneous physical presence of the parties to the policy, canvassing or outside the seller's usual place of business.

This right of waiver does not apply to travel or baggage insurance policies or to similar short-term insurance policies of a duration of less than one month. The duration of the insurance policy corresponds to the period between the date on which it was taken out and the date of cessation of all cover.

c. Procedures for exercise of waiver

When the insurance policy is eligible to the waiver option under the conditions defined above, the Insured Person may exercise this option by returning a waiver letter, duly completed, dated and signed, within fourteen (14) calendar days of the date of conclusion of this policy, to Euro Disney, which sold him/her the insurance policy:

- either by e-mail to the following e-mail address: dlp.rc.admin@disneylandparis.com
- or by registered letter with acknowledgement of receipt to the following address:

DISNEYLAND PARIS
Customer Relations Department BP 105
77777 Marne la vallée CEDEX

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

«I, the undersigned, surname, first name, date and place of birth, would like to waive the cover under insurance policy no. ... which I took out with AWP P&C on ... (date).

Issued in ... (Place). On ... (Date) and Signature: ... «.

In the context of waiver on the grounds of over-insurance, the Insured Person must enclose with his request proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured Person exercises this option, the policy shall be terminated on its effective date. The Insured Person shall be refunded the corresponding premium within thirty (30) days of the date of receipt of his waiver request.

The right of waiver may not be exercised if the Insured Person has implemented the cover in this insurance policy in the context of a claim filed within fourteen (14) calendar days; consequently, no premium refund shall be paid.

5. PENALTIES APPLICABLE IN THE EVENT OF A FALSE DECLARATION WHEN TAKING OUT THE POLICY

Any non-disclosure or misrepresentation, any omission or inaccuracy in the declaration of risk is governed by articles L 113-8 and L 113-9 of the French insurance code:

- **in the event of bad faith on your part:** by rendering the policy null and void;
- **if your bad faith has not been established:** by a reduction in compensation, in proportion to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

6. PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONAL MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation by you about the circumstances or consequences of a loss will result in the loss of all entitlement to benefit or compensation for this claim.

7. TIME LIMITATION

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

- Article L114-1 of the French Insurance Code

“Any legal action arising from the insurance policy is covered by a period of limitation of two years from the event which gives rise to it.

However, this period runs:

- 1 In the case of non-disclosure, omission or misrepresentation regarding the risk, only from the day on which the insurer was aware of this;
- 2 In the case of a claim, only on the day on which the parties concerned were aware of this, if they prove that they were unaware up until then.

When the legal action by the Insured Person against the Insurer originates from redress by a third party, the period of limitation runs only from the day on which that third party filed legal proceedings against the Insured Person or was compensated by the latter.

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

For life insurance policies, notwithstanding the provisions in section 2, legal action by the beneficiary is covered by a period of limitation of thirty years at the most as from the death of the insured person.”

- Article L114-2 of the French Insurance Code

“The period of limitation is interrupted by one of the ordinary causes of curtailment of the period of limitation and by the appointment of an expert as the result of an insured loss. The interruption of the period of limitation of the legal action may, furthermore, result from the dispatch of a registered letter requiring acknowledgement of receipt sent by the insurer to the insured person relating to legal action for payment of the premium and by the insured person to the insurer in respect of payment of the indemnity”.

- Article L114-3 of the French Insurance Code

“By way of derogation from 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 interruption thereof.”

Additional information:

Ordinary causes of curtailment of the period of limitation are set out in Articles 2240 et seq. of the French Civil Code, and include in particular: recognition by the debtor of the right of the person against whom they are seeking curtailment of the period of limitation or legal proceedings, even summary proceedings, to an enforcement deed.

For a full list of ordinary causes of curtailment of the period of limitation, please refer to the aforementioned articles of the French Civil Code.

8. DAMAGE ASSESSMENT

The causes and consequences of the insured loss are assessed by mutual agreement and failing this, by jointly agreed expert assessment, subject to our respective rights.

Each of us appoints an expert. If the appointed experts do not agree, they appoint a third expert: the three experts work together on a majority vote basis.

If one of us fails to appoint their expert or the two experts are unable to agree on the selection of the third expert, the appointment shall be made by the presiding judge of the Regional Court Instance of the place where the Policyholder is domiciled.

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

Each party pays the fees and expenses of its own expert and half of the fees of the third expert, if appointed.

9. TIME PERIOD FOR SETTLING CLAIMS

As soon as your claim file is complete, your compensation will be paid within 10 days following the agreement between us or an enforceable court ruling.

10. COMPLAINTS HANDLING PROCEDURES

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

In the event of a disagreement on the solutions put forward, the Insured Person may send a complaint to the following email address or to the following postal address:



reclamation@votreassistance.fr

AWP FRANCE SAS
Service Réclamations [Claims Department] - TSA 70002
93488 Saint-Ouen Cedex

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

A response will be provided no later than two (2) months following the date of receipt of the complaint, unless special circumstances arise; in this event, the insurer will keep the insured person informed.

Complaints regarding policies taken out by individuals over the internet may be submitted to the European Online Dispute Resolution platform, accessible at the following address: <https://webgate.ec.europa.eu/odr>

If the disagreement persists after the response of the Insurer, after a final assessment of the request has been made and all means of internal appeal have been exhausted, the Insured Person may then refer the matter to the independent mediator, at the following address:



La Médiation de l'Assurance
<http://www.mediation.assurance.org>
LMA
TSA 50110
75441 Paris cedex 09

The insurance companies belonging to the FFA have established a system enabling Insured Persons and third parties to benefit from a mediation procedure for the settlement of their disputes. This system is governed by the 10 rules set out in the Insurance Mediation Charter.

11. LEGAL JURISDICTION

AWP P&C chooses as its domicile:



7 rue Dora Maar
93400 Saint-Ouen

Any disputes raised against AWP P&C concerning this policy shall be exclusively submitted to the competent French courts and all notices should be sent by registered post requiring acknowledgement of receipt, to the address shown above.

12. PERSONAL DATA PROTECTION

Processing of personal data is governed by the French «Data Protection» Law 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 and AWP France SAS are the data controllers in respect of the data collected with a view to taking out, managing and performing policies.

These data are kept for the period necessary for the performance of the policy and in accordance with the provisions relating to the period of limitation. They are reserved for the administrators of the assistance services and/or insurance cover and may be communicated to data processors located inside or outside the European Union.

Under the legislation and regulations applicable in data protection matters, the Insured Person may exercise their right to access the data concerning them and to have them corrected by contacting: informations-personnelles@votreassistance.fr.

The Insured Person is advised of the existence of a list of objection to telephone canvassing, "Bloctel", on which they may be included: <https://conso.bloctel.fr/>.

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

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

13. REGULATORY AUTHORITY

The body responsible for regulatory supervision of AWP P&C is:



French Prudential Supervision and Resolution Authority
61 rue Taitbout
75436 Paris Cedex 09
www.acpr.banque-france.fr

14. LEGAL DISCLOSURES

The insurance cover is provided by AWP P&C

Société anonyme [corporation] with a share capital of €17,287,285, Bobigny Register of Companies under No. 519 490 080
Registered office: 7 rue Dora Maar, 93400 Saint-Ouen Private company governed by the French Insurance Code.

The assistance services are implemented by: AWP FRANCE SAS

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

PRIVACY NOTICE

The security of your personal data matters to us

AWP France SAS, an Allianz Partners SAS firm, is an insurance broker registered with the ORIAS [Insurance Brokers' Registration Authority], acting on behalf of **AWP P&C**, an Allianz Partners SAS insurance company approved by the **Autorité de contrôle prudentiel et de résolution [French Prudential Supervisory Authority (ACPR)]**, offering insurance products and services. It is our absolute priority to protect your private life. This privacy notice explains how we collect personal data, what type of personal data we collect and why, with whom we share it and to whom we disclose it. Please read this statement carefully.

1. WHO IS RESPONSIBLE FOR PROCESSING DATA?

The person responsible for processing data is the person or entity that controls and is responsible for the storage and use of personal data, in paper or electronic format. **AWP P&C** and **AWP France SAS** ("We/Us", "Our") are the persons responsible for processing data, as defined by the applicable data protection laws.

2. WHAT PERSONAL DATA IS COLLECTED?

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

- data relating to the identification of persons who are parties to, have an interest in or intervene in the contract
- any other data that may be necessary to the making and/or performance of the contract.

In that context, we may have to collect and process «sensitive personal data» relating to you.

3. HOW IS YOUR PERSONAL DATA COLLECTED AND PROCESSED?

We will collect and process the personal data you send us and any data we may receive from third parties (as explained below) for a number of purposes, subject to your express consent, unless that consent is required by the applicable laws and regulations, as indicated below:

Purpose	Express consent?
Administration of the contract of insurance (e.g.: quotation, issue of policy, dealing with claims)	Yes, if necessary. Where, however, we have to process your personal data in connection with the issue of your insurance policy and/or in dealing with your claim, we will not ask for your express consent.
Debt recovery management	No
Prevention and detection of fraud	No
Due performance of all legal obligations (tax, accounting and administrative)	No

As mentioned above, we will process the personal data relating to you which we receive from our commercial partner **Euro Disney** for the purposes listed above.

With regard to those of the purposes listed above for which we have indicated that your express consent is not required, or where we may need your personal data in connection with the issue of our insurance policy and/or the management of your claim, we will process your personal data on the basis of our legitimate interests and/or in accordance with our legal obligations.

Your personal data will be necessary for every purchase of our products and services. If you do not wish to provide us with this data, we will not be able to ensure that you will have access to the products and services requested or likely to interest you, or to offer you products or services tailored to your specific requirements.

4. WHO IS ABLE TO ACCESS YOUR PERSONAL DATA?

We will ensure that your personal data is processed strictly for the purposes indicated above.

For those purposes, your personal data may be disclosed to the following persons, acting as third parties responsible for the processing of the data:

- Public government bodies, other companies in the Allianz Group, other insurers, reinsurers.

For the same purposes, your personal data may be disclosed to the following persons, acting as data processing agents operating under our responsibility:

- other companies in the Allianz Group, technical consultants, surveyors, lawyers, claims assessors, repairers, lenders, doctors and service companies to which we delegate our operations (complaints, information technology, postal services, document management).

In summary, we may need to share your personal data in the following circumstances:

- in the event of any proposed or actual reorganisation, merger, sale, joint venture, assignment, transfer or other disposal or all or part of our business, assets or shares (particularly in insolvency or other similar proceedings); and
- in order to conform to any legal obligation, including any obligations resulting from decisions of the mediator should you make a complaint relating to one of our products or services.

5. WHERE IS YOUR PERSONAL DATA PROCESSED?

Your personal data may be processed either within or outside the European Economic Area (EEA) by the persons specified in section 4, subject always to any contractual restrictions relating to confidentiality and security, in accordance with the applicable laws and regulations on data protection. We will not disclose your personal data to persons not authorised to process it.

Every transfer of your personal data for processing outside the EEA by another company in the Allianz Group will be effected on the basis of internal company rules approved by the Allianz Group's Regulatory Authority laying down adequate rules for the protection of personal data and legally binding on all companies in the Allianz Group. You may acquaint yourself with these internal company rules and the countries concerned, outside the EEA, by contacting us as indicated in section 9. Where the Allianz Group's internal company rules do not apply, we will take measures to ensure that any transfers of your personal data outside the EEA conform to the appropriate standard of protection, in the same way as if it were a transfer within the EEA. You may acquaint yourself with the protective measures we use for transfers of this type (standard contractual clauses, for example) by contacting us as indicated in section 9.

6. WHAT ARE YOUR RIGHTS RELATING TO PERSONAL DATA?

Where current laws or regulations permit, you have the right:

- to access your personal data and to know from what source it has been obtained and why and for what purpose it is being processed, to obtain information concerning the person(s) responsible for processing your data, the data processing agent(s) or employee(s) and to whom any data may potentially be disclosed;
- to withdraw your consent at any time, where such consent is required for the processing of your personal data;
- to update or correct your personal data to ensure that it is always accurate;
- to delete your personal data from our systems if it no longer needs to be stored for the purposes indicated above;
- to restrict the processing of your personal data in certain circumstances, e.g. if you have queried the accuracy of your personal data for such period as is necessary for our clerks to check its accuracy;
- to obtain your personal data in electronic format, for your personal use or that of your new insurer; and
- to make a complaint to our company and/or the competent data protection authority.

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

7. HOW CAN YOU OBJECT TO THE PROCESSING OF YOUR PERSONAL DATA?

Where current laws or regulations permit, you have the right to object to the processing of your personal data by our clerks, or to ask our company to stop processing that data (including for direct marketing purposes). Once your request has been sent, we will stop processing your personal data unless the applicable laws or regulations do not permit us to do so.

You may exercise this right in the same way as your other rights, which are defined in section 6.

8. HOW LONG WILL WE KEEP YOUR PERSONAL DATA?

We will keep your personal data for a period of two (2) years from the date of expiry of the contract of insurance or in accordance with the specific conditions set out below:

- In the case of a claim – two (2) years from the date of settlement of the claim.
- In the case of a claim involving physical injury – ten (10) years from the date of the claim.
- For any information on complaints – two (2) years from the date of receipt of the complaint
- For any information on the contract – two (2) years from the date of expiry, termination or cancellation.

We would inform you that specific periods may apply in the case of tax and accounting obligations, in accordance with current regulations.

We will not keep your personal data any longer than necessary. It will be kept only for the purposes for which it was obtained.

9. HOW DO YOU CONTACT US?

If you have any questions about the use we make of your personal data, you may contact us by e-mail or par post:



AWP France SAS
Département Protection des Données Personnelles
7 rue Dora Maar - 93400 Saint-Ouen
E-mail : informations-personnelles@votreassistance.fr

10. HOW OFTEN DO WE UPDATE THIS PRIVACY NOTICE?

We review this privacy notice regularly.



INSURANCE POLICY WAIVER FORM

You can send this waiver form **by registered post requiring acknowledgement of receipt** to the point-of-sale where you took out the insurance policy. Termination will occur from the date of receipt of the registered letter and the premium will be refunded within thirty (30) days of receipt of the notification.

I the undersigned, _____
born on ____/____/____ in _____
would like to waive the cover under insurance policy no. _____ which I took out on ____/____/____.
Issued in _____,
on ____/____/____.

Signature

Important point: The right of waiver may not be exercised if you have filed a claim within fourteen (14) calendar days; consequently, no premium refund shall be paid.

AWP FRANCE SAS - 7 rue Dora Maar - 93 400 Saint-Ouen Cedex - Simplified joint-stock company with share capital of €7,584,076.86, Bobigny Trade & Companies Register No. 490 381 753 - Siret: 490 381 753 00055 - Insurance brokerage company registered with ORIAS (www.orias.fr) under no. 07 026 669 - Autorité de Contrôle Prudentiel et de Résolution [French insurance industry regulatory authority], 61 rue Taitbout, 75436 Paris Cedex 09.

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