



# TUI Cancellation Insurance

## COVERAGE SUMMARY

COVERAGE	WHEN IT APPLIES	MAXIMUM BENEFIT
Trip Cancellation	<i>You have to cancel your trip before you depart.</i>	DKK 45.000

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

### IMPORTANT NOTICES

- **Residency requirement:** This policy is only valid for *residents* of Denmark. This is not available to residents of Greenland or The Faroe Islands.
- **Insurer:** AWP P&C S.A. – Dutch Branch, trading as Allianz Partners.
- **Mode of travel:** valid for all modes of travel
- **Insured duration of travel:** see TUI booking confirmation. The insurance policies are valid for the duration of the *trip* (from commencement of the *trip* to the time of return), a maximum of 45 days is possible.
- **Coverage limits:** If not otherwise specified the coverage limits shown above are per named insured
- **Notes on the conclusion of insurance:** All travel cover containing travel cancellation insurance, should be purchased at the time of booking the travel. *You* must purchase the cover immediately. The insurance is only valid for the booked travel as described in the travel confirmation. The insurance cover for the Travel Cancellation Insurance commences upon conclusion of the insurance
- **PLEASE NOTE: If the insured event occurs, we will only be obliged to provide indemnity if the premium has been paid, or if you, as the policyholder, are not at fault for the non-payment of the premium.**

### IMPORTANT CONTACT DETAILS

**Customer services: (for queries about your insurance)**

Phone: +45 70 10 10 50

Chat via: [www.tui.dk/kundeservice](http://www.tui.dk/kundeservice)

**Claims:**

Online: <https://claims.sos.eu>

Phone: +45 3848 8472

Email: [claims@sos.eu](mailto:claims@sos.eu)

## GENERAL CONDITIONS

### WHO WE ARE

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

Our business address is:

Poeldijkstraat 4  
1059 VM Amsterdam  
The Netherlands

Our postal address is:

PO Box 9444  
1006 AK Amsterdam  
The Netherlands

AWP P&C S.A. – Dutch Branch, trading as Allianz Partners, is an insurer licensed to act in all EEA countries and located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands operating in freedom of services, with corporate identification No 33094603, and registered at the Dutch Authority for the Financial Markets (AFM) No 12000535.

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

### ABOUT THIS POLICY

This *policy* is *our* contract with *you* that offers insurance coverage for a specific *trip* where both have been purchased from the *travel supplier*. Please read it carefully. We have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. If *you* have any questions, we are available during our working hours listed in *your* Coverage Summary. Just send *us* an email or give *us* a call using the contact information listed in *your* Coverage Summary. And, if *your* travel arrangements change, please be sure to let *us* know so *we* can make any necessary updates to *your policy*.

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

### WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This travel insurance *policy* covers only the sudden and unexpected specific situations, events, and losses included in this *policy*, and only under the conditions described. Please review this *policy* carefully.

*Your policy* consists of two parts:

1. The Certificate of Insurance and TUI booking confirmation
2. This document, which describes the coverages (including the Coverage Summary, which provides the particular list of coverages and benefits covered), main provisions, and conditions that govern this policy as well as the Privacy Notice.

#### NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this General Conditions document may be covered. Please refer to the General Exclusions section of this document for exclusions applicable to all coverages under *your policy*.

## CANCELLATION RIGHTS

If *your* cover does not meet *your* requirements, please notify TUI within 14 days of paying *your* premium and receiving *your* insurance confirmation.

*Your* premium will be refunded unless *you* are less than 2 weeks before *your* departure date, *you* have made a claim, or intend to make a claim, in which case no refund will be due.

Please note that *your* cancellation rights are no longer valid after this initial 14 day period.

## MAKING A COMPLAINT

*We* always aim to provide *you* with first-class service. However, *we* know that things can sometimes go wrong and there may be times when *you* feel *we* have not done so. If this is the case, please tell *us*, so that *we* can do our best to sort out the problem.

Online: <https://www.sos.eu>

Write to:

**Complaints Department**  
**SOS International**  
**Arne Jacobsens Allé 7**  
**2300 Copenhagen S**  
**Denmark**

Email: [quality@sos.eu](mailto:quality@sos.eu) with "COMPLAINT" in the subject.

To help SOS International deal with *your* complaint as quickly and efficiently as possible, please tell them your name, address, phone number, booking number and claim reference and enclose copies of relevant correspondence.

If *you* are not satisfied with the handling of a complaint *you* should write to:

Ankenævnet for Forsikring  
Anker Heegaardsgade 2  
1572 København  
Danmark

Tel: +45 33 15 89 00

E-mail: [ankeforsikring@ankeforsikring.dk](mailto:ankeforsikring@ankeforsikring.dk)

Website: [www.ankeforsikring.dk/](http://www.ankeforsikring.dk/)

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## DEFINITIONS

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

<b><i>Accident</i></b>	An unexpected and unintended event that causes <i>injury</i> , property damage, or both.
<b><i>Accommodation</i></b>	A hotel or any other kind of lodging for which <i>you</i> make a reservation or where <i>you</i> stay and incur an expense.
<b><i>Act of war</i></b>	Any act which is associated with and occurring in the course of <i>war</i> or directly triggering it.
<b><i>Civil disorder</i></b>	Any public protest, strike, riot, demonstration, unlawful assembly, or disturbance within a community, region, state, or nation involving acts of violence, <i>vandalism</i> , lawlessness, disobedience, or obstruction of free access or movement in public areas. It does not include any such occurrence that rises to the level of or is connected with any <i>political risk</i> , <i>terrorist event</i> , <i>act of war</i> or <i>war</i> .
<b><i>Climbing sports</i></b>	An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.
<b><i>Cohabitant</i></b>	A person <i>you</i> currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.
<b><i>Computer System</i></b>	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.
<b><i>Covered reasons</i></b>	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .
<b><i>Cyber Risk</i></b>	Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: <ol style="list-style-type: none"> <li>1. Any unauthorized, malicious, or <i>illegal act</i>, or the threat of such act(s), involving access to, or the processing, use, or operation of, any <i>computer system</i>,</li> <li>2. Any error or omission involving access to, or the processing, use, or operation of any <i>computer system</i>,</li> <li>3. Any partial or total unavailability or failure to access, process, use, or operate any <i>computer system</i>, or</li> <li>4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.</li> </ol>
<b><i>Departure date</i></b>	The date on which <i>you</i> are originally scheduled to begin <i>your</i> travel, as shown on <i>your</i> travel itinerary.
<b><i>Doctor</i></b>	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , a <i>travelling companion</i> , <i>your family member</i> , a <i>travelling companion's family member</i> , the sick or <i>injured</i> person, or that person's <i>family member</i> .

<b><i>Epidemic</i></b>	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.
<b><i>Family member</i></b>	<p><i>Your:</i></p> <ol style="list-style-type: none"> <li>1. Spouse (by marriage, common law, domestic partnership, or civil union),</li> <li>2. <i>Cohabitants</i>,</li> <li>3. Parents and stepparents,</li> <li>4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process,</li> <li>5. Siblings,</li> <li>6. Grandparents and grandchildren,</li> <li>7. The following in-laws: mother, father, son, daughter, brother, sister, and grandparent,</li> <li>8. Aunts, uncles, nieces, and nephews,</li> <li>9. Legal guardians and wards, and</li> <li>10. Paid, live-in caregivers,</li> </ol>
<b><i>First responder</i></b>	Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.
<b><i>High-altitude activity</i></b>	An activity that includes, or is intended to include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.
<b><i>Hospital</i></b>	<p>An acute care facility that has a primary function of diagnosing and treating sick and <i>injured</i> people under the supervision of <i>doctors</i>. It must:</p> <ol style="list-style-type: none"> <li>1. Be primarily engaged in providing inpatient diagnostic and therapeutic services,</li> <li>2. Have organized departments of medicine and major surgery, and</li> <li>3. Be licensed where required.</li> </ol>
<b><i>Illegal act</i></b>	An act that violates law where it is committed.
<b><i>Injury</i></b>	Physical bodily harm.
<b><i>Natural disaster</i></b>	A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
<b><i>Pandemic</i></b>	An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.
<b><i>Policy</i></b>	This travel insurance contract. The <i>policy</i> includes this General Conditions document and the certificate of insurance.
<b><i>Political risk</i></b>	<p>Any one or more of the following:</p> <ul style="list-style-type: none"> <li>• Any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or organized political or ruling group;</li> <li>• Nationalization;</li> <li>• Confiscation;</li> <li>• Expropriation;</li> </ul>

	<ul style="list-style-type: none"> <li>• Deprivation;</li> <li>• Requisition;</li> <li>• Revolution;</li> <li>• Rebellion;</li> <li>• Insurrection;</li> <li>• Uprising;</li> <li>• Military and usurped power.</li> </ul>
<b><i>Pre-existing medical condition</i></b>	<p>An <i>injury</i>, illness, or medical condition that, within the 180 days prior to and including the purchase date of this <i>policy</i>.</p> <ol style="list-style-type: none"> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>,</li> <li>2. Presented symptoms, or</li> <li>3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).</li> </ol> <p>The illness, <i>injury</i>, or medical condition does not need to be formally diagnosed in order to be considered a <i>pre-existing medical condition</i>.</p> <p>For example, a sprained knee <i>you</i> have had treated in the 180 days prior to and including the purchase date of <i>your policy</i> will be considered a <i>pre-existing medical condition</i>. If <i>you</i> later have to cancel <i>your trip</i> because, for instance, the sprained knee now requires surgery, or because <i>your</i> recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i>.</p>
<b><i>Primary residence</i></b>	<i>Your</i> permanent, fixed home address for legal and tax purposes.
<b><i>Quarantine</i></b>	Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which <i>you</i> are booked to travel during <i>your trip</i> , which is intended to stop the spread of a contagious disease to which <i>you</i> or a <i>travelling companion</i> has been exposed.
<b><i>Refund</i></b>	Cash, credit, or a voucher for future travel that <i>you</i> are eligible to receive from a <i>travel supplier</i> , or any credit, recovery, or reimbursement <i>you</i> are eligible to receive from <i>your</i> employer, another insurance company, a credit card issuer, or any other entity.
<b><i>Resident</i></b>	A person who has their <i>primary residence</i> , and is registered with a <i>doctor</i> , in Denmark and has not spent more than 6 months abroad during the year before the policy was issued.
<b><i>Return Date</i></b>	The date on which <i>you</i> are originally scheduled to end <i>your</i> travel, as shown on <i>your</i> travel itinerary.
<b><i>Service animal</i></b>	Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The crime deterrent effects of

	an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.
<b>Terrorist event</b>	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of your country of residence and is committed for political, religious, ethnic, and/or ideological purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include <i>political risk</i> .
<b>Travel carrier</b>	A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include: <ol style="list-style-type: none"> <li>1. Rental vehicle companies,</li> <li>2. Private or non-commercial transportation carriers,</li> <li>3. Chartered transportation, except for group transportation chartered by <i>your</i> tour operator, or</li> <li>4. <i>Local public transportation</i>.</li> </ol>
<b>Travel supplier</b>	A travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.
<b>Travelling companion</b>	A person or <i>service animal</i> travelling with <i>you</i> or travelling to accompany <i>you</i> on <i>your trip</i> . A group or tour leader is not considered a <i>travelling companion</i> unless <i>you</i> are sharing the same room with the group or tour leader.
<b>Trip</b>	<i>Your</i> travel to, within, and/or from a location away from <i>your primary residence</i> , which is originally scheduled to begin on <i>your departure date</i> and end on <i>your return date</i> . It must be booked with the <i>travel supplier</i> , from which <i>you</i> purchased this <i>policy</i> . It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from work, and it cannot last longer than 45 days.
<b>Uninhabitable</b>	A <i>natural disaster</i> , fire, flood, burglary, or <i>vandalism</i> (except where <i>vandalism</i> is a part or a result of a cause of loss excluded under this <i>policy</i> ) has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their <i>primary residence</i> or <i>accommodations</i> inaccessible or unfit for use.
<b>Vandalism</b>	Any <i>illegal act</i> that intentionally causes damage to or destruction of public or private tangible property.
<b>War</b>	A state or period of hostile armed conflict, civil war, or military or paramilitary action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether war has been officially or formally declared.
<b>We, Us, or Our</b>	AWP P&C S.A. – Dutch Branch, trading as Allianz Partners.
<b>You or Your</b>	All persons listed as insureds in the certificate of insurance i.e. on your TUI booking confirmation as having purchased the insurance.

## WHEN YOUR COVERAGE BEGINS AND ENDS

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

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

The *departure date* and *return date* that *you* provided at time of purchase are counted as two separate days of travel when *we* calculate the duration of *your trip*.

*Your policy* ends on the coverage end date listed in *your* insurance confirmation.

Additionally, your policy will end on the earliest of:

1. At 23:59 on the day you cancel your policy;
2. At 23:59 on the day you file a trip cancellation claim with us.

Please note that this *policy* applies for a specific *trip* and cannot be renewed.

## DESCRIPTION OF COVERAGES

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

### A. TRIP CANCELLATION

If *your trip* is cancelled or rescheduled for a *covered reason* listed below, *we* will reimburse *you* for *your* non-refundable *trip* payments, deposits, cancellation fees, and change fees (less available *refunds*), up to the maximum benefit for Trip Cancellation coverage listed in *your* Coverage Summary. Please note that this coverage only applies before *you* have left for *your trip*.

Also, if *you* prepaid for shared *accommodations* and *your travelling companion* cancels their *trip* due to one or more of the *covered reasons* listed below, *we* will reimburse any additional *accommodation* fees *you* are required to pay.

**IMPORTANT:** *You* must notify all of *your travel suppliers* within 72 hours of discovering that *you* will need to cancel *your trip* (this includes being advised to cancel *your trip* by a *doctor*). If *you* notify any *travel suppliers* later than that and get a smaller *refund* as a result, *we* will not cover the difference. If a serious illness, *injury*, or medical condition prevents *you* from being able to notify *your travel suppliers* within that 72-hour period, *you* must notify them as soon as *you* are able.

#### *Covered reasons:*

1. *You* or a *travelling companion* becomes ill or *injured*, or develops a medical condition disabling enough to make *you* cancel *your* trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).  
The following condition applies:
  - a. A *doctor* advises *you* or a *travelling companion* to cancel *your trip* before *you* cancel it.
2. A *family member* who is not travelling with *you* or a *family member* of a *travelling companion* becomes ill or *injured*, or develops a medical condition (including being diagnosed with an epidemic or pandemic disease such as COVID-19).  
The following condition applies:
  - a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor*, or require hospitalization.
3. *You*, a *travelling companion*, *family member*, a *family member* of a *travelling companion* or *your service animal* dies on or after *your policy's* coverage effective date and before *your trip*.
4. *You* or a *travelling companion* is *quarantined* before *your trip* due to having been exposed to:
  - a. A contagious disease other than an *epidemic* or *pandemic*, or
  - b. An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *travelling companion*, meaning that *you* or a *travelling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*, and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is travelling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *travelling companion* by name to be *quarantined*.

5. *You or a travelling companion* are legally required to attend a legal proceeding during *your trip*.  
The following condition applies:
  - a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
6. *Your or your travelling companion's primary residence* becomes *uninhabitable*.
7. *You or a travelling companion* is terminated or laid off by a current employer after *your policy's* purchase date.  
The following conditions apply:
  - a. The termination or layoff is not *your or your travelling companion's* fault;
  - b. The employment must have been permanent (not temporary or contract); and
  - c. The employment must have been for at least 6 continuous months.
8. *You or a travelling companion* serving as a *first responder* is called in for duty due to an *accident* or emergency (including a *natural disaster*) to provide aid or relief during the originally scheduled *trip* dates.
9. *You, a travelling companion, or a family member or a family member of a travelling companion* serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
10. *Your or travelling companion's* travel documents required for the *trip* are stolen  
The following condition applies:
  - a. *You* must make diligent efforts and provide documentation of *your* efforts to obtain replacement documents through appropriate authorities that would allow you to keep the originally scheduled *trip* dates
11. *You* find out *you* are pregnant after purchasing this *policy*.
12. *Your* destination becomes *uninhabitable*.
13. Family outside *your* country of residence cannot accommodate *you* during *your trip*, as planned, because someone in their household has died, become seriously ill or *injured*, or developed a serious medical condition.
14. *You or a travelling companion* legally separates or divorces on or after *your policy's* coverage effective date but before *your* scheduled *departure date*.  
The following condition applies:
  - a. *Your policy* was purchased within 14 days of the date of the first trip payment or deposit.
15. *You* fail the final exam or *you* fail to advance to the next grade level at an accredited educational establishment, where *you* are a student.

## GENERAL EXCLUSIONS

This section describes the general exclusions applicable to all coverages under *your policy*. An “exclusion” is something that is not covered by this insurance *policy*, and therefore no payment or service would be available.

This *policy* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

If *you* have travelled against an order or advice against travel issued by *your* home country's or *trip* destination's government or local authority, this *policy* excludes any loss directly or indirectly resulting from, arising out of, or related to any reason for or subject of such travel order or advice.

This *policy* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you*, a *travelling companion*, or a *family member*:

1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
2. *Pre-Existing medical conditions*;
3. *Your* intentional self-harm or if *you* attempt or commit suicide;
4. Normal, complication-free pregnancy or childbirth, except when and to the extent that normal, complication-free pregnancy or childbirth is expressly referenced in and covered under trip cancellation coverage;
5. Fertility treatments or elective abortion;
6. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
7. Acts committed with the intent to cause loss;
8. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
9. Participating in or training for any professional or semi-professional sporting competition;
10. Participating in or training for any amateur sporting competition while on *your trip*. This does not include participating in informal recreational sporting competitions and tournaments organized by hotels, resorts, or cruise lines to entertain their guests;
11. Participating in extreme, high-risk sports and activities in general and the following activities in particular:
  - a. Skydiving, BASE jumping, hang gliding, or parachuting,
  - b. Bungee jumping,
  - c. Caving, rappelling, or spelunking,
  - d. Skiing or snowboarding,
  - e. *Climbing sports* or free climbing,
  - f. Any *high-altitude activity*,
  - g. Personal combat or fighting sports,
  - h. Racing or practicing to race any motorized vehicle or watercraft,
  - i. Free diving, or
  - j. Scuba diving at a depth below your certification allows, at a depth greater than 20 meters, or without a dive master (dive instructor if uncertified);
12. An *illegal act* resulting in a conviction, except when *you*, a *travelling companion*, a *family member*, or *your service animal* is the victim of such act;
13. An *epidemic* or *pandemic*, except when and to the extent that an *epidemic* or *pandemic* is expressly referenced in and covered under Trip cancellation coverage;
14. *Natural disaster*, except when and to the extent that a *natural disaster* is expressly referenced in and covered under Trip cancellation coverage;

15. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
16. Nuclear reaction, radiation, or radioactive contamination;
17. *War or acts of war;*
18. Military duty, except when and to the extent that military duty is expressly referenced and covered under Trip cancellation coverage;
19. *Political risk;*
20. *Cyber risk;*
21. *Civil disorder;*
22. *Terrorist events;*
23. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except when and to the extent that an act, travel alert/bulletin, or prohibition by a government or public authority is expressly referenced in and covered under Trip cancellation coverage;
24. Any *travel supplier's* complete cessation of operations due to financial condition, with or without filing for bankruptcy;
25. A *travel supplier's* restrictions on any *baggage*, including medical supplies or equipment;
26. Ordinary wear and tear or defective materials or workmanship;
27. An act of gross negligence by *you* or a *travelling companion*.

## CLAIMS INFORMATION

To make a claim, please visit the website at <https://claims.sos.eu/>. This will lead you to our online claims notification service where you can fill in an online claim form.

*You* can also get a claim form by phoning: +45 3848 8472 or sending an email to [claims@sos.eu](mailto:claims@sos.eu)

*You* should fill in the claim form and send it to *us* as soon as possible with all the information and documents *we* ask for. To process *your* claim promptly, *you* should provide *us* with complete details and documents about the incident and any other supporting document related to *your* claim. Please keep copies of all the information *you* send *us*.

*You* will need to obtain some information to support *your* claim. Below is a list of actions *you* will need to take and documents *we* will need in order to deal with *your* claim. Further information and/or evidence may be required by *us* after *your* claim has been submitted. If this is the case, *we* will inform *you* as quickly as possible.

### **For all claims we will need the following:**

- *Your* trip booking invoice (or invoices) and travel documents showing the dates and times of travel and all trip costs.
- *Your* original cancellation invoice (or invoices) showing all cancellation charges.
- Full details of the reason why *you* had to cancel *your* trip.
- Details of any other insurance *you* may have that may cover the same loss, such as home insurance policies.
- As much evidence as possible to support *your* claim.

### **We will also need the following documents relevant to the reason for *your* cancellation:**

#### **For medical and pregnancy claims**

- A medical certificate filled in by *your* doctor in Denmark confirming the pregnancy, specific illness or specific injury of the person causing *you* to cancel *your* trip.
- A certified copy of the death certificate where appropriate.

#### **For quarantine claims**

- An official document from the Danish government or a letter from the relevant treating doctor confirming *you* have been directly exposed to the infectious disease and have to quarantine to prevent further potential spread.

#### **For jury service or court witness claims**

- Copy of the letter from the court confirming what dates *you* are expected to be available and when *you* were notified.

#### **For burglary and property damage claims**

- Letter from the police confirming *you* were unable to leave *your* home.

#### **For failed exam claims**

- Evidence of the failed exam and the date of *your* re-sit.

#### **For separation claims**

- Copy of *your* divorce or legal separation documentation or evidence from the population register that *you* and *your* partner were living together for at least 12 months and are now registered at different addresses.

#### **For cancellation of leave claims**

- A letter from *your* employer confirming the dates of *your* previously approved leave and when *you* were notified that this had been withdrawn.

#### **For unemployment claims**

- Letter from *your* employer confirming the reason for *your* unemployment and the date *you* were notified.

**For stolen travel documents**

- Copy of the police report confirming *your* travel document was stolen and when it was reported.
- Written confirmation from the passport office or relevant authority that it was not possible to issue a new travel document in time for *your trip*.

**For destination uninhabitable**

- Evidence that *your trip* destination is affected by a *natural disaster*, fire, flood, burglary, or *vandalism*.

## GENERAL PROVISIONS AND CONDITIONS

*You* are the policy holder if *you* concluded the insurance contract with *us*. *You* are required to pay *us* the insurance premium. *You* are obliged to provide the other co-insured persons with these Terms and Conditions of Insurance and the Data Protection Policy. As policyholder *you* can be an insured person at the same time.

As an insured person, *you* benefit from the insurance cover. *You* are named in the proof of insurance, or *you* belong to the group of persons described therein.

*Your* insured travel is protected by insurance cover within the agreed area of application.

### **When do *you* have to pay the insurance premium?**

The premium is due immediately after conclusion of the insurance contract and is payable upon delivery of the insurance *policy*. If the insured event occurs, *we* will only be obliged to provide indemnity if the premium has been paid, or if *you*, as the policy-holder, are not at fault for the non-payment of the premium. *You* are required to prove this to *us*.

### **What are *your* obligations in the event of a claim (general obligations)?**

*You* are required to minimise the loss or damage to the extent possible and avoid unnecessary costs.

*You* are obliged to notify *us* immediately and describe the insured event (e. g. event and extent). In doing so, *you* must truthfully provide *us* with all information necessary to clarify the facts, and enable *us* to verify the cause and amount of the claim made. *You* must provide proof of the damage in the form of original invoices and documents.

To enable *us* to assess *our* obligation to indemnify and the scope of indemnity to be provided, *you* must also release *your* doctor from their non-disclosure obligations to the extent that is necessary. If *you* do not issue the release from the duty of confidentiality and have not enabled *us* to perform verification by other means, *we* are not obligated to provide insurance benefits.

### **Consequences of a breach of obligation: What happens if *you* breach an obligation?**

If *you* intentionally breach an obligation, *we* shall be entitled to refuse the insurance benefit. If *you* breach an obligation through *your* gross negligence, *we* may reduce the indemnity to an extent commensurate to the severity of *your* fault. *You* must prove that *you* have not acted in gross negligence.

If *you* prove that the breach of duty did not affect the determination or the scope of *our* indemnity obligation, *we* will be obliged to provide *you* insurance benefits. This does not apply if *you* have acted deceitfully.

### **What is the limitation period for *your* claim to benefits under the insurance contract?**

*Your* claim to insurance benefit shall lapse after three years. The limitation period begins at the end of the year in which the claim was made and *you* had knowledge of the circumstances justifying the claim, or should have had knowledge of such circumstances without gross negligence.

### **When will *we* pay the compensation?**

*We* will pay the compensation within two weeks of conclusively verifying *your* claim. The payment will always be made by bank transfer to an account held at a bank

### **What applies if *you* have claims for compensation against third parties?**

If *you* have claims against third parties as a result of the loss event, these shall be transferred to *us*. This applies up to the amount of the payment that *you* have received from *us*, provided *you* are not placed at disadvantage as a result. *Your* entitlements to benefits from other private insurance contracts shall take precedence over *our* obligation to indemnify. *We* will extend preliminary indemnity in the event that *you* make *your* claim against *us* first.

The following condition applies:

- a. If *your* claims against third parties have been transferred to *us*, *you* must confirm this to *us* in written form by request.

**In what form must declarations and notifications be issued, and who is entitled to receive them?**

*You* and *we* must submit notifications and declarations of intent in text form (e. g. letter, fax, e-mail).

Insurance agents are not authorized to accept notifications or declarations of intent regarding a claim.

**What law applies?**

Unless agreed otherwise, Danish law will apply and all communication in relation to this policy will be in Danish or English. In the event of a dispute concerning this *policy*, the Danish courts shall have exclusive jurisdiction, unless the parties agree to another way to resolve the conflict.

**What to do in case of complaints?**

*We* always aim to provide *you* with first-class service. However, *we* know that things can sometimes go wrong and there may be times when *you* feel *we* have not done so. If this is the case, please tell *us*, so that *we* can do our best to sort out the problem.

Online: <https://www.sos.eu>

Write to:

**Complaints Department**  
**SOS International**  
**Arne Jacobsens Allé 7**  
**2300 Copenhagen S**  
**Denmark**

Email: [quality@sos.eu](mailto:quality@sos.eu) with "COMPLAINT" in the subject.

To help SOS International deal with *your* complaint as quickly and efficiently as possible, please tell them your name, address, phone number, booking number and claim reference and enclose copies of relevant correspondence.

If *you* are not satisfied with the handling of a complaint *you* should write to:

**Ankenævnet for Forsikring**  
**Anker Heegaardsgade 2**  
**1572 København**  
**Danmark**

Tel: +45 33 15 89 00

E-mail: [ankeforsikring@ankeforsikring.dk](mailto:ankeforsikring@ankeforsikring.dk)

Website: [www.ankeforsikring.dk/](http://www.ankeforsikring.dk/)

**Withdrawal period**

If *your* cover does not meet *your* requirements, please notify TUI within 14 days of paying *your* premium and receiving *your* insurance confirmation.

*Your* premium will be refunded unless *you* are less than 2 weeks before *your* departure date, *you* have made a claim, or intend to make a claim, in which case no refund will be due.

Please note that *your* cancellation rights are no longer valid after this initial 14 day period.

# PRIVACY NOTICE

*We care about your personal data.*

**AWP P&C S.A. Dutch Branch trading as Allianz Partners** (“*we*,” “*us*” “*our*”), is the **Dutch** branch of **AWP P&C SA**, a French Insurance company which has its registered offices in Saint-Ouen-sur-Seine, France and is part of Allianz Partners Group. AWP P & C SA- Dutch Branch is registered at the Netherlands Authority for the Financial Markets (AFM) and is authorized under French law by ‘L’Autorité de Contrôle Prudentiel et de Résolution’ (ACPR) in France to provide insurance products and services on a cross-border basis.

Protecting *your* privacy is a top priority for *us*. This privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read this notice carefully.

## 1. WHO IS THE DATA CONTROLLER?

A data controller is the individual or legal person who controls and is responsible to keep and use personal data, either in paper or electronic files.

**AWP P&C S.A. Dutch Branch** is the Data Controller as defined by relevant data protection laws and regulations, in regard to the personal data that *we* request and collect from *you* for the purposes detailed in this privacy notice.

## 2. WHAT PERSONAL DATA WILL BE COLLECTED?

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

Personal Information of the policyholder: Surname, first name; Gender; Age/Date of birth; Address; Contact details (email address, phone number); Language; Residency; Nationality

Personal details of the Insured Persons: Surname, First name; Age/Date of birth

Depending on the claim submitted, we may also collect and process additional personal data including, sensitive personal data about you, other persons and third parties affected by covered events, such as: Medical conditions (physical and/or psychological); Medical history and reports; Medical *claims* history; Documentation justifying sick leave and duration; Death Certificates; Details of the *claim* (e.g. travel booking details or references, details of expenses, visa details, etc); Phone number and contact details if not provided previously; Details of a third party to contact with in case of emergency; Occupation; Previous and/or current employment or business activities; Location data; Signature; Voice; Family details (e.g. marital status, dependents, spouse, partner, relatives,...); IP address of the claimant if the *claim* is submitted by our available portals / apps; Criminal convictions and offences (e.g. in case of requiring legal assistance); Results of Criminal checks relating to prevention of fraud and/or Terrorist Activities; Bank account details; Tax code

**By purchasing this insurance *policy*, you commit to give the information contained in this Privacy Notice to any third party whose personal information you may provide to us (e.g. other insured persons, beneficiaries, third parties involved in the claim, third party persons to contact in case of emergency, etc), and you accept not to provide that information otherwise.**

## 3. HOW WILL WE OBTAIN AND USE YOUR PERSONAL DATA?

*We* will collect and use the personal data that *you* provide to *us* and that *we* receive about *you* (as explained below) for a number of purposes and with *your* express consent unless applicable laws and regulations do not require *us* to obtain *your* express consent, as shown below:

Purpose	Is your express consent required?
<ul style="list-style-type: none"> <li>Insurance contract quotation and underwriting</li> </ul>	<ul style="list-style-type: none"> <li>No, to the extent these processing activities are necessary to perform the insurance contract to which <i>you</i> are a party to and to take the necessary steps previous to enter in this contract</li> </ul>
<ul style="list-style-type: none"> <li>Insurance contract administration (e.g., claims handling, handling of complaints, necessary investigations and assessments in order to determine the existence of the <i>covered event</i> and the amount of the compensations to be paid, or the kind of assistance to be provided, etc)</li> </ul>	<ul style="list-style-type: none"> <li><i>We</i> will request <i>your</i> express consent on the occasion of claims requiring necessarily the processing of the following categories of data: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions or offences However, <i>we</i> will be entitled to process this data without consent if (1) there is a vital interest of the owner of the data or any other natural person, and (2) if the owner of the data is not physically or legally capable to give the consent (e.g. emergency situations)</li> <li>If the handling of the claim does not require the processing of those categories of data, <i>we</i> will not be required to collect <i>your</i> consent, to the extent that they are necessary to comply the obligations <i>we</i> undertake in the insurance contract.</li> </ul>
<ul style="list-style-type: none"> <li>To conduct quality surveys about the services provided, with the purpose to assess <i>your</i> level of satisfaction and to improve them.</li> </ul>	<ul style="list-style-type: none"> <li><i>We</i> have a legitimate interest to contact <i>you</i> after handling a claim or after providing assistance to ensure <i>we</i> have complied with <i>our</i> obligations under the contract in a satisfying way for <i>you</i>. However, <i>you</i> have the right to object by contacting <i>us</i> as explained in section 9 below.</li> </ul>
<ul style="list-style-type: none"> <li>To perform statistical and quality analysis on the basis of aggregated data, as well as claims rate.</li> </ul>	<ul style="list-style-type: none"> <li>If <i>we</i> carry out any of these processing activities, <i>we</i> will do so by aggregating and anonymizing data. As a result, the data is not considered "personal" data anymore and <i>your</i> consent is not required.</li> </ul>
<ul style="list-style-type: none"> <li>To meet any legal obligations (e.g. those arisen from laws on civil, commercial and insurance contracts and insurance business activities, regulations on tax, accounting and administrative obligations, to prevent money laundering or for the purposes of sanction screening i.e. to check whether <i>you</i>, <i>your</i> country or <i>your</i> sector are subject to sanctions impeding or restricting us to make payments if relevant).</li> </ul>	<ul style="list-style-type: none"> <li>No, to the extent these processing activities are expressly and legally authorized.</li> </ul>
<ul style="list-style-type: none"> <li>Fraud prevention and detection, including, when appropriate, for example, comparison of <i>your</i> information with previous service</li> </ul>	<ul style="list-style-type: none"> <li>No, it is understood that the detection and prevention of fraud is a legitimate interest of the Data Controller and therefore <i>we</i> are entitled to</li> </ul>

<p>requests and/or previous claims, or checking of common claims filing systems.</p>	<p>process <i>your</i> data for this purpose without collecting your consent.</p>
<ul style="list-style-type: none"> <li>• Audit purposes, to comply with legal obligations or internal policies</li> </ul>	<ul style="list-style-type: none"> <li>• <i>We</i> can process <i>your</i> data in the framework of internal or external audits either required by law, or by internal policies. <i>We</i> won't request <i>your</i> consent for these processing to the extent that they are legitimated by the applicable regulations or our legitimate interest. However, <i>we</i> will ensure that only the strictly necessary personal data are used, and treated with absolute confidentiality.</li> </ul> <p>Internal Audits are usually conducted by <i>our</i> holding company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen-sur-Seine, France)</p>
<ul style="list-style-type: none"> <li>• To administer debt recoveries (e.g. to claim the payment of the premium, to claim third parties liabilities, to distribute the compensation amount between different insurance companies covering the same risk)</li> </ul>	<ul style="list-style-type: none"> <li>• No when the processing of <i>your</i> data, even special categories of personal information (racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions or offences) may be necessary for the establishment, exercise or defence of legal claims, which is also <i>our</i> legitimate interest.</li> </ul>
<ul style="list-style-type: none"> <li>• To inform <i>you</i>, or permit Allianz Group companies and selected third parties to inform <i>you</i>, about products and services <i>we</i> feel may interest <i>you</i> in accordance with <i>your</i> marketing preferences,</li> <li>• <i>You</i> can change these at any time by the links <i>we</i> will make available in every communication to unsubscribe, by means of the options in <i>your</i> client portal, where available, or by contacting <i>us</i> as specified in section 9 below.</li> </ul>	<ul style="list-style-type: none"> <li>• <i>We</i> will process your personal information for these purposes only if authorized by law (and within the limitations and by complying the requirements of those legal authorizations) or by collecting <i>your</i> express consent after providing <i>you</i> information about criteria <i>we</i> use to make the profiles and the impact/consequence and benefits of such profiling for <i>you</i>.</li> </ul>
<ul style="list-style-type: none"> <li>• To personalize <i>your</i> experience on <i>our</i> websites and portals (by presenting products, services, marketing messages, offers, and content tailored to <i>you</i>) or by using computerised technology to assess which products might be most suitable for <i>you</i>.</li> </ul> <p><i>You</i> will be able to modify these processing activities by using the options available in <i>your</i> browser (e.g. in the case of use of cookies and similar devices) or by contacting <i>us</i> as specified in section 9 below.</p>	<ul style="list-style-type: none"> <li>• <i>We</i> will ask for <i>your</i> consent</li> </ul>

<ul style="list-style-type: none"> <li>• For automated decision making, i.e., to make decisions that (1) are based solely on automated processing and (2) that may have legal or significant effects to <i>you</i>.</li> </ul> <p>Examples of automated decisions resulting in legal effects could be the automated cancellation of a contract, or automated denial of a claim, those affecting <i>your</i> rights under the insurance contract, etc.</p> <p>Example of automated decisions resulting in similar significant effects are those that affect to <i>your</i> financial circumstances like an automated denial of an insurance policy, or those affecting <i>your</i> access to our health assistance services.</p>	<ul style="list-style-type: none"> <li>• <i>We</i> will collect <i>your</i> consent for this processing activities when applicable, in particular if the data concerned are special personal data (racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health, sex life or sexual orientation, criminal convictions or offences)</li> <li>• If no special categories of personal data are concerned and these decisions are in order to underwrite <i>your</i> insurance and/or process <i>your</i> claim <i>we</i> will not need to obtain <i>your</i> express consent.</li> </ul>
<ul style="list-style-type: none"> <li>• To redistribute risks by means of reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li>• <i>We</i> can process and share <i>your</i> personal information with other insurance or reinsurance companies with whom <i>we</i> have signed or <i>we</i> will sign co-insurance or re- insurance agreements.</li> </ul> <p>Co-insurance is the coverage of the risk by several insurance companies by mean of a single insurance contract, assuming each of them a percentage of the risk or distributing the coverages between them.</p> <p>Reinsurance is the "subcontracting" of the coverage of part of the risk in a third reinsurance Company. However, this is an internal agreement between <i>us</i> and the reinsurer and <i>you</i> don't have a direct contractual relationship with the latter.</p> <p>These distribution of risks are legitimate interest of Insurance Companies, even usually expressly authorized by law (including the sharing of personal data strictly necessary for it)</p>

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

*We* will need *your* personal data if *you* would like to purchase our products and services and make use of the benefits and/or services provide by us. If *you* do not want to provide this personal data including sensitive personal data to *us*, *we* may not be able to provide the products, benefits and/or services *you* request, that you may be interested in, or to tailor our offerings to your particular requirements.

#### **4. WHO WILL HAVE ACCESS TO YOUR PERSONAL DATA?**

We will ensure that your personal data is processed confidentially, on a need-to-know basis, and in a manner that is compatible with the purposes indicated above.

For the stated purposes, *your* personal data may be disclosed to the following parties who operate as third party data controllers:

- Public authorities, other Allianz Partners and Allianz Group companies (e.g. for audit purposes), other insurers, co-insurers, re-insurers, insurance intermediaries/brokers, banks, third parties collaborators and partners participating in the provision of the services such as healthcare services and professionals, including doctors, travel agencies, airlines, taxi companies, repairers, fraud investigators, loss adjusters, lawyers and independent experts, etc.

For the stated purposes, we may also share *your* personal data with the following parties who operate as data processors, i.e., processing the data under our instructions, and subject to the same obligations of confidentiality, need-to-know and compatibility with the purposes described in this Privacy Notice:-

- Other Allianz Partners and Allianz Group companies, or third party companies acting as subcontractors of internal activities (e.g. providers of IT support and maintenance, tax management companies, companies providing *claims* handling services, postal providers, document management providers), technical consultants, surveyors (*claims*, IT, postal, document management), experts, loss adjusters and service companies to discharge operations; and
- Advertisers and advertising networks to send *you* marketing communications, as permitted under local law and in accordance with your communication preferences. We do not share *your* personal data with non-affiliated third parties for their own marketing use without your permission.

Finally, we may share *your* personal data in the following instances:

- In the event of any contemplated or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of *our* business, assets or stock (including in any insolvency or similar proceedings); and
- To meet any legal obligation, including to the relevant ombudsman or supervisory authority if *you* make a complaint about the product or service we have provided to *you*.

#### **5. WHERE WILL MY PERSONAL DATA BE PROCESSED?**

*Your* personal data may be processed both inside and outside of the European Economic Area (EEA) by the parties specified in section 4 above, subject always to contractual restrictions regarding confidentiality and security in line with applicable data protection laws and regulations. We will not disclose *your* personal data to parties who are not authorized to process them.

Whenever we transfer *your* personal data for processing outside of the EEA by another Allianz Group company, we will do so on the basis of Allianz' approved binding corporate rules known as the Allianz Privacy Standard (Allianz' BCR) which establish adequate protection for personal data and are legally binding on all Allianz Group companies. Allianz' BCR and the list of Allianz Group companies that comply with them can be accessed here: <http://www.allianz-partners.com/allianz-partners---binding-corporate-rules>.

Where Allianz' BCR do not apply, we will instead take steps to ensure that the transfer of *your* personal data outside of the EEA receives an adequate level of protection as it does in the EEA. You can find out what safeguards we rely upon for such transfers (for example, Standard EU Model Contractual Clauses) by contacting us as detailed in section 9 below.

#### **6. WHAT ARE YOUR RIGHTS IN RESPECT OF YOUR PERSONAL DATA?**

Where permitted by applicable law or regulation, and within the scope therein defined, *you* have the right to:

- Access *your* personal data held about *you* and to learn the origin of the data, the purposes and ends of the processing, the details of the data controller(s), the data processor(s) and the parties to whom the data may be disclosed;

- Withdraw *your* consent at any time where *your* personal data is processed with *your* consent;
- Update or correct *your* personal data so that it is always accurate;
- Delete *your* personal data from our records if it is no longer needed for the purposes indicated above, subject to regulatory personal data retention requirements;
- Restrict the processing of *your* personal data in certain circumstances, for example where *you*
- have contested the accuracy of *your* personal data, for the period enabling us to verify its accuracy;
- Obtain *your* personal data in an electronic format for *you* or for your new insurer;
- Exercise your right to data portability; and
- File a complaint with us and/or the relevant data protection authority. For this purpose, relevant data privacy authorities are:
  - The supervisory authority of the country where you are resident
  - Dutch Data Protection Authority, supervisory authority of the country where we are established
  - CNIL, French data privacy supervisory, to the extent that France is the country where Allianz Partners has its main establishment, and therefore our lead data privacy authority

*You* may exercise these rights by contacting us as detailed in section 9 below providing *your* name, email address, account identification, and purpose of *your* request.

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

Where permitted by applicable law or regulation, *you* have the right to object to us processing your personal data, or tell us to stop processing it (including for purposes of direct marketing). Once *you* have informed us of this request, *we* shall no longer process *your* personal data unless permitted by applicable laws and regulations.

*You* may exercise this right in the same manner as for *your* other rights indicated in section 6 above.

### 8. HOW LONG DO WE KEEP YOUR PERSONAL DATA?

*We* will retain *your* personal data only for as long as they are necessary for the purposes informed in this Privacy Notice, and deleted or anonymized when no longer required. Here below we inform *you* of some of the retention periods applicable to the purposes informed in section 3 above.

However, please be aware that sometimes additional specific requirements or events may override or modify them, such as ongoing legal holds over relevant information, or pending litigation or regulatory investigations, which may supersede or suspend these periods until the matter has been closed, and the relevant period to review or to appeal has expired. In particular, retention periods based on specified periods for legal *claims* can be interrupted and then start to run again.

Personal information to obtain a quotation (when necessary)	During the validity period of the quotation provided
Policy Information (underwriting, <i>claims</i> handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes,...)	<p><i>We</i> will keep the personal information of <i>your</i> Insurance Policy during the validity period of <i>your</i> Insurance contract and the prescription period determined by the local applicable laws on insurance contracts.</p> <p>In case <i>we</i> realize of information omitted, false or inaccurate in the declaration of the risk to be covered, the above retention periods would count from the moment <i>we</i> are aware of it.</p>
<i>Claims</i> Information ( <i>claims</i> handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt	<i>We</i> will retain the personal information <i>you</i> provide to <i>us</i> or <i>we</i> collect and process according to this privacy notice for the prescription period

recoveries, co-insurance and re-insurance purposes)	determined by the local applicable laws on insurance contracts.
Marketing information and related profiling	<i>We will keep this information whilst your insurance policy period is still valid, and one additional year, unless you withdraw your consent (when required), or you object (e.g. in the event of marketing activities authorized by law you don't want to receive).</i>  <i>In these cases we will no longer process your data for these purposes, although we may legitimately keep some information to prove the previous processing activities were lawful.</i>
Debt Recoveries	<i>We will retain the personal information that we need to claim and administer debt recoveries, and that you have provided to us, or we may have collected and processed in accordance with this Privacy Notice, for a minimum term determined by the prescription periods set up by applicable laws.</i>  <i>As a reference, for civil actions, we will keep your data for a minimum of 10 years</i>
Supporting documents to provide evidence of compliance with legal obligations such as tax or accounting	<i>We will process in these documents the personal data you provide to us, or we collect and process according to this Privacy Notice, only to the extent they're relevant for this purpose, and for a minimum of 10 years from the first day of the relevant tax year</i>

*We will not retain your personal data for longer than necessary and we will hold it only for the purposes for which it was obtained.*

## **9. HOW CAN YOU CONTACT US?**

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

### **AWP P&C S.A. Dutch Branch**

Data Protection Officer

PO Box 9444

1006 AK Amsterdam

The Netherlands

Email [privacy.dk@allianz.com](mailto:privacy.dk@allianz.com)

You can also use these contact details to exercise your rights, or to submit your queries or complaints to other Allianz Partners entities acting as controllers (see section 4 above) to which we may have shared your personal data. We will address them your request and support their handling and answer to you in our local language.

## **10. HOW OFTEN DO WE UPDATE THIS PRIVACY NOTICE?**

We regularly review this privacy notice. This privacy notice was last updated on **27<sup>th</sup> October 2022**.