|  |
| --- |
| **Need assistance?**     * **You can contact us:** * **from the location of the Domicile on 01.40.25.52.47** * **from abroad on + 33 1.40.25.52.47**   **accessible 24/7,**  **unless otherwise stated in the policy**   * **Please tell us**: * **The name and number of the Policy taken out** * **The full name of the Beneficiary** * **The exact address of the Beneficiary** * **The telephone number at which the Beneficiary can be reached** |

The cover provided by this policy has been taken out with:

**AWP P&C**

SA (limited liability company) with a capital of €17,287,285

RCS Bobigny no. 519 490 080

Head Office: 7, rue Dora Maar - 93400 Saint-Ouen

Company governed by the Insurance Code

and is implemented by:

**AWP France SAS**

SAS (simplified joint stock company) with a capital of €7,584,076.86

RCS Bobigny no. 490 381 753

Head Office: 7 rue Dora Maar, 93400 Saint-Ouen

Insurance Brokerage Company - ORIAS Registration no. 07 026 669 -

Hereinafter "**Allianz Assistance**"

The types of cover provided by this policy, with the **exception of assistance benefits**, are governed by the Insurance Code.

**1) EVENTS COVERED**

The conditions for the provision of the cover provided by this policy vary according to the benefits:

**1.1 PERSONAL assistance**

The benefits described in article 5.1 "PERSONAL ASSISTANCE" are provided if any of the following events occurs during private trips with the leisure boat or when it is privately moored:

* Accidental Bodily Injury,
* Illness (including when related to an Epidemic/Pandemic),
* Death (including when related to an Epidemic/Pandemic).

**1.2 CANCELLATION Insurance**

The benefits described in Article 5.2 "CANCELLATION INSURANCE”, when taken out, are provided if any events giving right to Cancellation cover occur.

**1.3 CURTAILMENT Insurance**

The benefits described in Article 5.3 “CURTAILMENT INSURANCE" are provided in the event of one of the following covered events:

* Accidental Bodily Injury,
* Illness (including when related to an Epidemic/Pandemic),
* Death ((including when related to an Epidemic/Pandemic)

**1.4 EXCESS BUYBACK OPTION**

The benefit described in article 5.4 “EXCESS BUYBACK OPTION”, if taken out, is granted for any Accident during a trip with the leisure boat in marine waters and inland waters, in accordance with the authorisations concerning the category of the rented boat .

**2) Summary of BENEFITS AND COVERAGE**

**2.1 PERSONAL ASSISTANCE**

|  |  |
| --- | --- |
| **COVER TYPE** | **COVERAGE** |
| **BEFORE THE TRIP** | |
| * **Pre-Trip Information** | unlimited |
| **IN THE EVENT OF ILLNESS OR ACCIDENT** | |
| * **Repatriation or medical transport of the Beneficiary** | Actual costs |
| * **Return to the Domicile for those who remained on site** | Actual costs |
| * **Return to the Domicile for people with disabilities or under 15 years old who are left alone on site** | Actual costs |
| * **Replacement crew or skipper** | Travel expenses |
| * **Support for a Beneficiary hospitalised or immobilised on site** | €80 incl. tax  (maximum 10 nights) |
| * **Emergency medical expenses abroad** | €15,000 INCL. TAX  (excess: €60 incl. tax) |
|  | |
| **IN THE EVENT OF DEATH** | |
| * **Transport of the body** | Actual costs |
| * **Funeral expenses** | €1,500 incl. tax |
| * **Early Return** | Actual costs |
| **OTHER ASSISTANCE** | |
| * **Provision of medicines** | Shipping costs |
| * **Legal Assistance Abroad** | €10,000 INCL. TAX |

**2.2 CANCELLATION INSURANCE (if taken out)**

|  |  |  |
| --- | --- | --- |
| **CANCELLATION INSURANCE** | **COVER AMOUNTS AND LIMITS** | **EXCESS OR ELIGIBILITY THRESHOLDS** |
| **Following the occurrence of a covered event** (except as indicated below) | Reimbursement of cancellation fees according to the scale of the Authorised Body.  and within the following limits:  ● **€6,500** per insured rental,  ● and **€32,000** per event regardless ofthe number of rentals insured | **€30** per insured rental |
| **Following the cancellation or modification of the date of paid leave by the employer** | - **25% of** the amount of the cancellation fee guaranteed with a minimum of **€150** per insured rental  - **€30** per insured rental and per dossier when the price of the rental is < than **€150** per insured rental |

**2.3 CANCELLATION/CURTAILMENT INSURANCE (if taken out)**

|  |  |  |
| --- | --- | --- |
| **TRIP CURTAILMENT INSURANCE** | **COVER AMOUNTS AND LIMITS** | **EXCESS OR ELIGIBILITY THRESHOLDS** |
| * When the Trip is curtailed due to one of the covered Events | Payment of an allowance equal to the amount of unused accommodation services (number of nights), **excluding transport**, within the following limits:  **€6,500** per insured person | **None** |

**2.4 EXCESS BUYBACK OPTION (if taken out)**

|  |  |  |
| --- | --- | --- |
| **EXCESS BUYBACK** | **COVER AMOUNTS AND LIMITS** | **ELIGIBILITY THRESHOLDS** |
| Following the occurrence of an Accident resulting in a loss | Reimbursement of the excess according to the option chosen:  Option 1 “boating special" - Europe zone:  **€4,000 maximum per boat rental.**    Option 2 "boating special" - World zone:  **€5,000 maximum per insured boat rental.**  Option 3 “regatta special " - World zone:  **€4,000 maximum per insured boat rental.**  **In all cases, the amount of the excess reimbursed cannot exceed the amount of the actual damage, as well as the amount of the excess provided for in the owner's boat damage insurance contract.** | **The Insured must assume a residual non-waivable excess of €350.**  **The Insured must assume a residual non-waivable excess of €500.**  **The Insured must assume a residual non-waivable excess of €350.** |

**3) validity of the policy**

**Territorial validity**

The areas where Allianz Assistance intervenes as regards the cover provided by this policy are:

- the World zone (\*) **excluding Countries not covered, with Personal Assistance and Cancellation Insurance**,

**- the Europe + Maghreb zone (\*\*), with the Excess Buyback Option**

**Personal Assistance**

"PERSONAL ASSISTANCE" benefits are granted for any event covered only on land or at the home port or long-term mooring of the boat.

**Cancellation and/or Cancellation/Curtailment Insurance**

"CANCELLATION" and/or “CANCELLATION/CURTAILMENT INSURANCE" cover, when taken out, applies to any Trip

**Excess Buyout Option**

“EXCESS BUYOUT OPTION" cover, when taken out, is granted for any Accident during a trip with the leisure boat in marine and inland waters, in accordance with the authorisations concerning the category of the rented boat.

**Damage to the rented leisure boat during the transport of the boat on land or when it is launched at sea, is not covered.**

(\*) World Zone 🡺 All countries except Countries not covered.

**(\*\*) Europe +** Maghreb **zone** 🡺 European Union countries, United Kingdom, Western Russia + Morocco, Algeria and Tunisia

**Validity period**

Assistance benefits and insurance cover will be granted exclusively during the validity period of this Policy.

**4) CONTRACTUAL DEFINITIONS**

In this **CLICKANDBOAT** Policy (hereinafter the "Policy"), words and expressions beginning with a capital letter have the following meaning:

* 1. **General Definitions**

**ACCIDENTAL BODILY INJURY**

Any bodily injury that is unintentional and results from the sudden, unforeseeable action of an external cause, established by a medically competent authority.

**INSURED**

A natural person who books a leisure boat via the CLICKANDBOAT website and takes out the Policy on the date of or within two (2) working days of this booking.

**Only Insureds meeting the principal residence criterion as defined in "Domicile" are *concerned*.**

**INSURER**

AWP P&C, i.e. the Insurer with which the Policy was taken out.

**NATURAL DISASTER**

An event of natural origin caused by the abnormal intensity of a natural agent and recognised as such by the authorities of the country where it occurred.

**BOAT RENTAL AGREEMENT**

Rental agreement in return for payment signed with the owner of the rented boat by the Insured having reserved an insured leisure boat for a temporary period through the CLICKANDBOAT website, indicating the amount of the excess of the owner's insurance policy.

**SPOUSE**

Spouse, civil partner or common law partner of the Insured who normally lives in the same household as the Insured.

**Domicile**

Principal place of residence located in Europe and Monaco, USA, Canada, Russia, Australia, New Zealand, United Kingdom, Argentina, Mexico or Brazil, whose address appears on the latest income tax notice.

**CHILDREN**

Children and grandchildren fiscally dependent on the Insured or his/her Spouse, who normally live in the same household.

**EPIDEMIC**

Communicable disease whose spread constitutes an epidemic according to the World Health Organisation (WHO) or the competent health authority of the Member's country of Domicile.

**ACCOMMODATION**

Hotel expenses (including breakfast), **excluding all other expenses for food, drink and gratuities**.

**ILLNESS**

Sudden deterioration of the state of health, established by a competent medical authority.

**FAMILY MEMBER**

De jure or de facto spouse, ascendant in the first degree, descendant in the first degree, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law or legal guardian of the Insured or of the Beneficiary or a person placed under his/her guardianship.

**PANDEMIC**

Epidemic declared as a pandemic by the World Health Organisation (WHO) or the competent health authority of the Member's country of Domicile.

**COUNTRIES NOT COVERED**

North Korea. The updated list of all Countries not covered is available on the Allianz Assistance website at the following address <http://paysexclus.votreassistance.fr>

**QUARANTINE**

The isolation, decided by a competent authority, of a person who has been exposed or may have been exposed to a communicable disease whose spread is declared to be an Epidemic or Pandemic. Containment, which applies more broadly to part or all of a population or geographical area, is excluded from this definition.

**TRIP**

Any hire of a leisure boat during the validity period of the Policy, booked on the website of CLICKANDBOAT, with which the Policy is taken out**.**

* 1. **definitions specific to PERSONAL assistance**

**BENEFICIARY**

The term "Beneficiary" is used interchangeably:

* for the Insured,
* For Passengers.

**EMERGENCY DENTAL EXPENSES**

Expenses for urgent dental treatment, considered as such by the Allianz Assistance medical department.

**FUNERAL EXPENSES**

Costs of initial preservation, handling, placement in a coffin, specific transport arrangements, preservation care required by law, packing and a coffin of the simplest model, necessary for the transport of the body and complying with local and international regulations applicable at the place of death and the place of burial.

**Excludes clothing, embalming, ceremony, burial and cremation expenses.**

**When a body can be transported without a coffin in accordance with current standards, coffin costs are not covered.**

**EMERGENCY MEDICAL EXPENSES ABROAD**

The cost of medication, surgery, consultations and hospitalisation, prescribed by a competent medical authority, necessary for the diagnosis and treatment of an Illness or following an Accidental Bodily Injury.

**EMERGENCY HOSPITALISATION**

A stay of more than 48 (forty-eight) consecutive hours in a public or private hospital establishment for an emergency intervention, i.e. one that is unscheduled and cannot be postponed.

**PASSENGER**

Any person whose principal place of residence is located in one of the countries covered (see "DOMICILE”), who is on board the boat booked, free of charge, during the occurrence of a covered event.

**The number of persons entitled to benefit from the Policy’s coverage is limited to the number of places recommended by the manufacturer according to the sailing or design category of the boat booked.**

**SERVICE PROVIDER**

Professional service provider referenced by Allianz Assistance.

**MEMBER OF THE BENIFICIARY’S CLOSE CIRCLE**

Any natural person residing in the territory where the insured Beneficiary's Domicile is located, and who is designated by a Beneficiary.

**TRANSPORT**

All non-medical travel by:

* train in 2nd class unless otherwise stated,
* economy class plane,
* hired car,
* taxi (for any distance under 50 km).
  1. **definitions specific to CANCELLATION INSURANCE**

**CANCELLATION**

Firm and final withdrawal by the Insured of all insured services, expressed to CLICKANDBOAT*.*

**MONITORING DEVELOPMENTS**

Further medical consultations and/or additional medical examinations.

**DEPARTURE**

Scheduled day and time of the start of the boat rental

**SERVICE COSTS**

Fees charged when a trip is booked, invoiced by the Authorised Agency.

**EXCESS**

Portion of the reimbursement to be borne by the Insured when the benefit is provided. The Excess Amounts concerning each area of cover are set out in Section 2 "SUMMARY OF BENEFITS AND COVERAGE".

* 1. **SPECIFIC DEFINITION FOR CURTAILMENT INSURANCE**

**TRIP CURTAILMENT**

Early termination of the Trip due to a covered Event.

* 1. **DEFINITION SPECIFIC TO EXCESS BUYBACK**

**ACCIDENT**

Defined accident resulting either from shocks external to the rented boat, with a fixed or mobile body, or from fire or explosion or a natural force of exceptional and unpredictable intensity affecting the boat.

**DAMAGE TO THE RENTED LEISURE BOAT**

Damage, declared to Allianz Assistance and CLICKANDBOAT, to the rented Boat following an Accident.

**DAMAGE EXCESS**

The portion of the reimbursement to be borne by the Insured and insured under Excess Buyback coverage under the conditions and within the limits specified in Article 2.3 EXCESS BUYBACK OPTION (if taken out) of Article 2 "SUMMARY OF BENEFITS AND COVERAGE" according to the option taken out.

**RESIDUAL NON-WAIVABLE EXCESS**

Portion of the reimbursement to be borne by the Insured after reimbursement of the portion of the insured Damage Excess, when the benefit is provided. The residual Excess Amounts are specified in Article 2.3 “EXCESS BUYBACK OPTION".

**5) benefits**

**The amounts, conditions and limits of coverage are set out in Article 2 "SUMMARY OF BENEFITS AND COVERAGE".**

Allianz Assistance reserves the right, prior to any intervention, to verify the applicant's status as Beneficiary and the materiality of the insured event giving entitlement to benefits.

**5.1 PERSONAL ASSISTANCE**

**Pre-trip INFORMATION**

* **Medical advice information**

Allianz Assistance provides information to the insured Beneficiary on the special precautions to be taken before travelling to a visited country (vaccinations, etc.) by phone Mondays to Fridays from 8.00 am to 8.00 pm and Saturdays from 8.00 am to 12 noon, excluding public holidays (mainland France time zone);

* **Travel information**

Allianz Assistance provides information to the insured Beneficiary on administrative formalities, vaccinations, climate, currency exchange rates, and contact details of tour operators (airlines, TOs, travel agencies, hotels, etc.) by phone Mondays to Fridays from 8.00 am to 8.00 pm, Saturdays from 8.00 am to 12 noon, excluding public holidays (mainland France time zone;

**assistance to the beneficiary**

Under the conditions and within the limits indicated in Article 2 "SUMMARY OF BENEFITS AND COVERAGE", Allianz Assistance will organise and pay for the following:

* **Repatriation or medical transport of the Beneficiary**
* Transport, medical if necessary, of the Beneficiary to the hospital centre best suited to his/her state of health (either in the country where he/she is or in his/her Domicile location) by the most appropriate means.
* When hospitalisation was not possible close to the Domicile, transfer to a nearer hospital is covered as soon as the Beneficiary's condition allows.
* If hospitalisation on arrival is not essential, the transport of the Beneficiary, with medical care if necessary, is provided to his/her Domicile.

**Decisions are taken solely on the basis of the Beneficiary's medical interests and are the sole responsibility of the Allianz Assistance doctors, in agreement with the local attending physicians.**

**Allianz Assistance's doctors contact the medical facilities on site and, if necessary, the Beneficiary's usual attending physician to obtain the information required to take the decisions best suited to the Beneficiary's state of health.**

**The repatriation of the Beneficiary is decided and managed by medical staff holding a diploma legally recognised in the country where these medical staff usually carry out their professional activity.**

**Only the medical interest of the Beneficiary and compliance with current health regulations will be taken into consideration when making decisions about transport, the means of transport and the location of any hospitalisation.**

**Because of risks that can endanger the health of women in an advanced stage of pregnancy, airlines apply restrictions, which vary from company to company and are subject to change without prior notice, such as a medical examination no more than 48 hours before departure, a medical certificate, the medical agreement of the company, etc.**

**Transport by plane is subject to obtaining the authorisations granted by the airline. Allianz Assistance cannot be held responsible for any delay or impediment in the execution of "Repatriation or medical transport of the Beneficiary" due to any airline restrictions.**

**If the Beneficiary refuses to comply with the decisions taken by the Allianz Assistance medical department, he/she releases Allianz Assistance from all responsibility for the consequences of this initiative, including in the event of return by his/her own means or a worsening of his/her state of health, and he/she will lose all rights to benefits and indemnification from Allianz Assistance.**

* **Emergency medical expenses abroad**

Reimbursement of Emergency Medical Expenses Abroad on medical prescription remaining payable by the Beneficiary after the intervention of the social security, complementary health insurance or employee benefits bodies to which the Beneficiary is affiliated.

**This benefit ceases on the date on which the Allianz Assistance medical department considers that repatriation of the Beneficiary is possible.**

**To receive this benefit, the Beneficiary must be covered by a primary health insurance plan for Emergency Medical Expenses Abroad for the entire duration of the trip.**

Allianz Assistance may also advance unforeseen and urgent hospitalisation costs, with the agreement of its medical department, up to the maximum amount stated in Article 2 "SUMMARY OF BENEFITS AND COVERAGE".

In this case, the Beneficiary undertakes to reimburse this advance to Allianz Assistance within 3 (three) months of the date on which the funds are made available. After this period has expired, Allianz Assistance will be entitled to demand costs and interest at the legal rate in addition to the amount of the advance payment.

This advance is subject to the completion of an acknowledgement of debt form.

**No additional or advance payment of costs will be made for the following:**

* + **the cost of implants, internal prostheses, optical, dental, acoustic, functional, aesthetic or other prostheses, and fitting costs,**
  + **expenses incurred at the location of Domicile and in Overseas Departments, whether or not resulting from an Accidental Bodily Injury or Illness occurring at the location of Domicile or Abroad,**
  + **the cost of vaccinations,**
  + **costs resulting from care or treatment whose therapeutic nature is not recognised by French legislation,**
  + **the costs of rehabilitation, spa treatment or a stay in a rest home, and the cost of care or treatment not resulting from a medical emergency.**
* **Support for a Beneficiary hospitalised or immobilised on site**

If repatriation or medical transport takes place after the date of the end of the Beneficiary's stay or if the Beneficiary’s state of health does not require hospitalisation but prevents him/her from continuing his/her trip under the conditions initially planned, Allianz Assistance will organise and pay for the following, under the conditions and within the limits indicated in Article 2 "SUMMARY OF BENEFITS AND COVERAGE":

* + **Extension of the stay of a person staying at the Beneficiary’s bedside**:
  + On-site accommodation and
  + Return transport.

**Or**

* + **Transfer of a member of the Beneficiary's close circle to the latter’s bedside if he/she is hospitalised or immobilised on site:**
  + Transport (round trip) and
  + Accommodation on site.

**Complement in the event of DEATH**

Under the conditions and within the limits set out in Article 2 "SUMMARY OF BENEFITS AND COVERAGE" and subject to the obtaining of a burial permit, Allianz Assistance will organise and pay for the following:

* **Transport of the body** from the place of death to the funeral parlour in the location of burial or cremation, instead of at the Domicile, chosen by the deceased or Family Members.
* **Funeral expenses** relating to this transport.

**SUPPLEMENT FOR PASSENGERS TRAVELLING IN THE BOAT**

When the unavailability of the Beneficiary, due to a covered event (including when the Beneficiary has been placed in Quarantine), makes it impossible for other persons travelling in the Boat booked to return home under the conditions initially planned, Allianz Assistance will organise and pay for the following, under the conditions and within the limits indicated in Article 2 "SUMMARY OF BENEFITS AND COVERAGE":

* **Return to the Domicile for those who remained on site (One-way transport).**

**This benefit cannot be combined with the “Conveyance of a crew member or skipper” benefit**

* **(Round-trip transport) for the "return to the Domicile of disabled persons or persons under 15 years of age who are left alone on site".**

**This benefit cannot be combined with the “Conveyance of a crew member or skipper" benefit.**

* **Conveyance of a crew member or skipper (one-way transport)** to the location of the event, if the boat's captain is medically unable to resume his/her duties within 3 days (according to the opinion of the Allianz Assistance medical department) or in the event of his/her death, in order to return the boat and the people who remained on site if none of them is able to take the boat back to its home port or long-term mooring port.

**The costs of fuel, mooring and security services for the boat are not covered.**

**This benefit cannot be combined with "Return to the Domicile of persons remaining on-site" and “Conveyance of a crew member or skipper".**

**The number of persons receiving these benefits is limited to the number of places recommended by the manufacturer according to the sailing or design category of the boat**

If called by phone, Allianz Assistance will provide the following benefits, under the conditions and within the limits indicated in Article 2 "SUMMARY OF BENEFITS AND COVERAGE":

**EARLY RETURN**

In the event of:

* the death of a Family Member not taking part in the journey and living in the location of Domicile,
* a loss affecting the Beneficiary's main residence, farm or business premises, making his/her presence indispensable for the implementation of protective measures and administrative procedures
* **Return to the Domicile**
  + One-way transport for the Beneficiary and one accompanying person.

**or**

* + Round-trip transport for the Beneficiary.

**Provision of MEDICINES**

If the Beneficiary is unable to obtain prescribed medicines on site before departure when these are essential for an ongoing curative treatment and cannot be found in the place where he/she is staying:

* **On-site search for and provision of equivalent medicines to the Beneficiary**, subject to the agreement of the prescribing doctor,

**or**

* **Implementation of a system enabling the Beneficiary to follow the treatment he/she needs.**

**Allianz Assistance cannot be held responsible for any delays in the delivery of medicines or for the unavailability of any medicines.**

**The costs of purchasing medicines and/or undergoing a treatment remain the Beneficiary’s responsibility.**

**Allianz Assistance may advance these costs. This advance is subject to the completion of an acknowledgment of debt form. The Beneficiary undertakes to reimburse them to Allianz Assistance within three (3) months of the date of receipt of the medicines. After this period, Allianz Assistance will be entitled to demand the amount advanced plus interest at the legal rate.**

**LEGAL ASSISTANCE ABROAD**

In the event of the involuntary infringement of the laws of the country where the Beneficiary is staying:

* **Advance of bail**, if the Beneficiary is imprisoned or threatened with imprisonment, provided that the proceedings against the Beneficiary concern an unintentional infringement of the maritime legislation of the country in which the Beneficiary is located and that the proceedings do not concern:
* the trafficking of drugs and/or narcotics,
* participation in political movements.

**This advance is subject to the completion of an acknowledgment of debt form.**

**The Beneficiary undertakes to reimburse this advance to Allianz Assistance within 3 (three) months of the date of his/her return from the trip. After this period has expired, Allianz Assistance will be entitled to demand, in addition to the amount of the advance payment, costs and interest at the legal rate.**

**5.2 CANCELLATION INSURANCE**

“Cancellation" cover applies before the Departure.

|  |  |  |
| --- | --- | --- |
| **COVERED EVENTS** | **COVER AMOUNTS AND LIMITS** | **EXCESS OR ELIGIBILITY THRESHOLDS** |
|  | | |
| **Following the occurrence of a covered event** (except as indicated below) | Reimbursement of cancellation fees according to the **CLICKANDBOAT** scale.  and within the following limits:  ● **€6,500** per insured boat rental,  ●and **€32,000** per event whatever the number of rentals insured | **€30** per insured rental |
| **Following the cancellation or modification of the date of paid leave by the employer** | - **25% of** the amount of the cancellation fee covered with a minimum of €150 per insured rental  - **€30** per insured rental and per dossier when the rental price is less than €150 per insured rental |

**purpose of coverage**

If the Insured cancels his/her booking, CLICKANDBOAT may retain all or part of the reservation price as a cancellation fee; the nearer the Departure date, the higher the fee. This is calculated according to the scale shown in Article 2 "SUMMARY OF BENEFITS AND COVERAGE".

The Insurer will reimburse the Insured for the amount of the cancellation fee invoiced, minus the Excess, the amount of which is shown in Article 2 "SUMMARY OF BENEFITS AND COVERAGE".

**EVENTS COVERED IN THE EVENT OF CANCELLATION**

Cancellation must be due to the occurrence, after the insurance has been taken out, of one of the following events categorically preventing the Insured's Departure*.*

**1 Medical Events:**

* **An Illness, including any related to pregnancy, an Epidemic or Pandemic or an Accidental Bodily Injury, as well as the after-effects, complications or aggravation of an Illness or an Accidental Bodily Injury that was observed before the reservation of the insured benefit**, necessarily involving:
* either hospitalisation from the date of the Cancellation until the day of Departure
* or:

The cessation of all professional activity or home support if the person does not work, from the date of Cancellation until the date of Departure,

**and**

a medical consultation as well as a medical treatment to be carried out from the date of the Cancellation or the performance of medical examinations prescribed by a doctor,

and in all cases, the coverage of all these acts by one of the health insurance organisations to which the Insured is affiliated, occurring with:

* The Insured him/herself, his/her Spouse, his/her ascendants or descendants in direct line and those of his/her Spouse,
* his/her brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian, and a person under his/her guardianship,
* his/her professional replacement, designated when the Policy was signed, or failing that, a person designated in the context of the organisation of paid leave within the company,
* a person who, during the Insured Person's Trip, is responsible for the care or accompaniment on the Trip of the Insured's minor children or a handicapped person living in the Insured's household,
* another member of the Insured's family provided that hospitalisation lasts more than 48 hours.

**IMPORTANT:**

**It is the Insured’s responsibility to prove that all the conditions for activating the cover are met at the time of the Cancellation. The Insurer has the right to refuse the request if the Insured cannot provide the supporting documents indicated in the article "Supporting documents to be provided".**

**A medical contraindication for vaccination, the consequences of vaccination or the medical impossibility of carrying out a preventive treatment** necessary for the Insured for the destination of his/her Trip, provided this has been the subject of a favourable medical opinion, materialised prior to the reservation of the Trip.

**2 Family Events:**

* **The death of:**
* the Insuredhim/herself, his/her Spouse, his/her ascendants or descendants in direct line, as well as those of his/her Spouse, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, legal guardian, as well as a person under his/her guardianship, his/her professional replacement, designated when the Policy was taken out, or failing this, a person designated in the context of organising holidays within the company, and a person, designated when the Policy was taken out, assigned for payment during the Insured's Trip with the task of looking after or accompanying on the Trip the minor children of the Insured or a disabled person living under the Insured's roof,
* another Member of the Insured's family, provided that the Domicileof the deceased is not the place of destination of the Trip.

**3 Professional events and those in the context of academic studies**

* **A notification to the Insured to re-sit an examination as part of his/her studies**, on a date during the period of the Trip, provided that the failure to pass the examination was not known when the Trip was booked.
* **Obtaining a salaried job or paid internship** that takes effect before or during the dates of the Trip, when the Insured was registered as unemployed and provided that it is not an assignment provided by a temporary employment company. This cover also applies when the Insured obtains employment under a permanent contract, after the Policy was taken out, when he/she was already employed under a fixed-term contract in the same company at the time of booking the Trip.
* **The layoff of the Insured or his/her Spouse,** common-law partner or civil partner, provided that the invitation to the relevant prior individual interview was not received before the date on which the Policy was taken out and/or the Trip booked.
* **Cancellation or modification by the Insured's employer of the date of paid leave** which the latter had granted him/her prior to registration for the trip. Cover is granted to salaried employees, excluding those for whom no validation by a hierarchical superior in applying for, modifying and/or cancelling his/her leave is required (e.g. senior executives, managers and legal representatives of companies).

The indemnity will be paid after deduction of the specific Excess shown in the Table of Cover. This Excess also applies to persons registered for the Trip at the same time as the Insured who has cancelled or modified the Trip.

Cover does not apply when the Policyholder is the company that modifies paid leave.

**4 Material events:**

* **Serious Property Damage due to:**
* burglary with breaking and entering,
* a fire,
* water damage,
* a climatic, meteorological or natural event, **excluding Natural Disasters**,

directly affecting the following properties:

* the Insured's principal or secondary residence
* his/her farm,
* his/her professional concern if the Insured is an artisan, trader, company manager or if he/she is self-employed.

And requiring his/her presence at a date falling within the Trip period to carry out administrative procedures concerning the damage or restoration of the damaged property.

* **Serious damage to the Insured's vehicle requiring professional help and occurring within forty-eight (48) hours prior to his/her Departure**, if the **vehicle** can no longer be used to travel to his/her final place of stay.
* **An Accident to or mechanical breakdown of the means of transport used by the Insured to travel to his/her departure point, resulting in a delay of more than two (2) hours** in the scheduled arrival time, causing him/her to miss the transport reserved for his/her Departure, and provided that the Insured has made arrangements to arrive at the place of Departure at least thirty (30) minutes:

- before the check-in deadline with air transport;

- before the time of Departure shown on his/her rail or sea ticket.

**AMOUNT OF COVERAGE**

**The Insurer will reimburse, within the limits of the amounts indicated** in Article 2 "SUMMARY OF BENEFITS AND COVERAGE", the **amount of the cancellation fees invoiced by CLICKANDBOAT**.

**Cancellation fees invoiced are reimbursed within the limits indicated** in Article 2 "SUMMARY OF BENEFITS AND COVERAGE" **per insured person, without exceeding the limit per person and per event**.

The Insurer's indemnification is always limited to the amount of the costs that would have been invoiced to the Insured if he/she had informed CLICKANDBOAT on the date on which the event occurred.

**Service Fees are fully refundable if they are part of the insured amount declared at the time the Policy is taken out.**

Costs of gratuities, administration fees, visa fees, air taxes and other fees outside the Service Fees, and the premium paid for the Policy taken out, are not refundable.

**If the Insured decides to change his/her Trip dates, rather than cancel the Trip, due to the occurrence of one of the covered events, the Insurer will reimburse the Insured for the cost of the change, within the limit of the cancellation fees that would have been withheld on the date of the change.**

An Excess per insured person (or per dossier for accommodation rentals and sea crossings), whose amount is shown in Article 2 "SUMMARY OF BENEFITS AND COVERAGE", is always deducted from the indemnity due.

**WHAT THE INSURED SHOULD DO IN THE EVENT OF CANCELLATION**

The Insured must inform CLICKANDBOAT of his/her withdrawal as soon as the event preventing his/her Departure occurs.

The Insured must then declare the Loss to the Insurer **within five (5) working days** of the date on which he/she became aware of it, except in the case of fortuitous events or force majeure:

**To facilitate the declaration and optimise the processing of the claim, it is recommended to declare the claim on the Allianz Assistance website at the following address:**

[**https://indemnisation.allianz-assistance.fr**](https://indemnisation.allianz-assistance.fr)

**A confidential access code makes it possible to follow the progress of the claim 24/24.**

The Insured may also contact the Insurer by telephone

Mondays to Fridays, from 9.00 am to 6.00 pm (mainland France time zone):

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

- 01 42 99 03 95 for French speakers

- 01 42 99 03 97 for non-French speaking Insureds

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

- 00 33 1 42 99 03 95 for French speakers

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

**After this period, if the Insurer suffers a loss as a result of this late declaration, the indemnity may be reduced up to the amount of the loss.**

**SUPPORTING DOCUMENTS TO BE PROVIDED**

**IMPORTANT**

It is up to the Insured to prove that all the conditions required for the implementation of this "Cancellation or Modification" cover are met, as proved by the supporting documents referred to below.

These documents and all the information provided by the Insured will make it possible to justify the reason for the Cancellation or Modification and to assess the amount of indemnification.

If the reason for the Cancellation or Modification is medical, the Insured may, if he/she wishes, communicate the medical information, in a confidential letter, for the attention of the Insurer's medical advisor.

In the absence of supporting documents or if the supporting documents provided do not prove the materiality of the covered Event invoked, the Insurer is entitled to refuse the Insured's claim for indemnification.

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| **COVERED EVENTS** | **SUPPORTING DOCUMENTS TO BE PROVIDED** |
| **IN ALL CIRCUMSTANCES** | * the CLICKANDBOAT booking confirmation, * the invoice for the CLICKANDBOAT cancellation fee, * where applicable, an official document specifying the family relationship with the person responsible for the cancellation (copy of the family record book, certificate of cohabitation, etc.), * bank details, * after examination of the claim, any other documentary evidence, at the request of Allianz Assistance. |
| **In the event of an Illness, including any linked with pregnancy, an Epidemic or Pandemic or Accidental Bodily Injury** | * if applicable, the medical questionnaire to be completed by the patient's Doctor, * where applicable, the prescriptions for medicinal treatment, * where applicable, the record of any examinations, * if applicable, a copy of the sickness certificate, * if applicable, the hospitalisation report, * after examination of the claim and at the Insurer's request: the reimbursement slips from the health insurance organisation to which the Insured is affiliated. |
| **In the event of a medical contraindication for vaccination or preventive treatment** | * the medical certificate of contraindication for vaccination or preventive treatment, * any medical document proving the situation making vaccination or preventive treatment incompatible. |
| **In the event of death** | * a copy of the death certificate, * where applicable, the contact details of the notary in charge of the deceased Insured's estate. |
| **In the event of a re-sit examination** | * a copy of the notification for the re-sit examination, * a copy of the referral or the school transcript indicating the referral. |

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| **In the event of layoff** | * a copy of the letter notifying the preliminary interview for layoff, * a copy of the letter indicating the layoff. |
| **If a job is obtained** | * recent proof of being a job seeker or registration with the Pôle Emploi employment agency, * a copy of the letter of employment or the employment contract. |
| **If a paid internship is obtained** | * recent proof of being a job seeker or registration with the Pôle Emploi employment agency, * a copy of the paid internship agreement. |
| **In the event of cancellation or modification of paid leave by the employer** | * a copy of the prior agreement for paid leave, * a copy of the pay slip showing the summary of paid leave for the month of the cancelled/modified trip/service. |
| **In the event of Serious Material Damage** | * the acknowledgement of receipt of the claim submitted to the insurer of the comprehensive homeowner’s policy, * in the event of a burglary, a copy of the complaint registered with the police authorities. |
| **In the event of serious damage to the vehicle** | * acknowledgement of receipt of the claim made with the Automobile Insurer, * or a copy of the invoice for the repair and/or towing of the vehicle. |
| **In the event of an accident to or mechanical breakdown of the means of transport used for travel to the Departure point** | Public transport:   * the public transport ticket indicating the Departure time, * a copy of the certificate provided by the transport company specifying the date and time of the incident and the duration of the delay or immobilisation.   Private transport:   * a copy of the breakdown/towing invoice, * where applicable, an acknowledgement of receipt of the claim made with the automobile insurer. |

**5.3 CURTAILMENT INSURANCE**

**purpose of coverage**

* 1. **Curtailment of the Trip**

The Insurer guarantees, within the limits shown in the Table of Cover, the payment of a benefit when the Insured has to curtail his/her Trip following one of the following covered Events:

* Hospitalisation of the Insured on site, provided that Allianz Assistance has given its prior agreement,
* The Insured's Illness or Accidental Bodily Injury requiring medical repatriation, organised by Allianz Assistance,
* The death of the Insured
* The Designated Person's Illness requiring emergency Hospitalisation,
* In order to attend the funeral of a Designated Person
* The Illness of a Travelling Companion, leading to his/her hospitalisation on site or his/her repatriation to France,
* The death of a travelling Companion,
* A Natural Disaster occurring at the location of the Insured's Trip.

Cover is acquired when:

- the event resulted in Material Damage and/or bodily injury in the destination city/cities or a city where the parties are staying,

- the event was not known prior to the Insured's Departure.

**cover amounts**

**2.2 Trip Curtailment**

The indemnity corresponds to the **reimbursement of unused rental days** and is proportional to the number of insured persons who have actually returned the rental during the period concerned.

The indemnity will be calculated **from the day after** the day on which one of the covered Events occurs

**When the rental has been curtailed due to the Insured's hospitalisation on site, the Insured's family members or travel Companion(s) will be indemnified under the following conditions:**

**- if they have continued to use the rental, the indemnity will be calculated from the day after the day of their actual return;**

**- if they have been forced to return the rental, they will be indemnified under the same conditions as the Insured, even if they have had their Accommodation Expenses covered under "Assistance to the Insured" cover.**

The calculation of the indemnity is based on the number of days of rental planned, as shown on the agreement form. The basis for calculating the indemnity varies according to the type of cover taken out

The indemnity is paid up to the limits shown in the Table of Cover per person insured, without exceeding the Limit per covered Event.

**cover exclusions**

**In addition to the General Exclusions, and any exclusions contained in the definitions, the following are also excluded:**

* **events not stipulated in Article 1. “PURPOSE OF COVERAGE";**
* **the consequences, after-effects, complications or aggravation of any Illness or Accidental Bodily Injury observed before booking the Trip;**
* **conditions arising during a trip undertaken for the purpose of diagnosis and/or treatment;**
* **the consequences of an Accident occurring during the practice by the Insured of one of the following sports or leisure activities, whether practised individually or as part of an activity supervised by a sports federation: scuba diving, canyoning, free diving, hunting, potholing, bungee jumping, white water activities, climbing, paragliding, parachuting, hang-gliding, gliding, as well as any sport practised with or from ultralight motorised aircraft within the meaning of the Civil Aviation Code;**
* **any sport practised as part of a professional activity or in amateur competitions.**

**what the insured must do in the event of a claim**

The Insured must declare the loss to the Insurer **within five (5) working days** of the **date on which he/she became aware of it**, except in the case of fortuitous events or force majeure:



**To facilitate the declaration and optimise the processing of the claim, it is recommended to declare the claim using the following website** [**www.allianz-protection.**](http://www.allianz-protection.)**com**

**The Insured can follow the progress of the claim 24/24 by logging on to this website.**

The Insured may also contact the Insurer by phone, Mondays to Fridays from 9.00 am to 6.00 pm (mainland France time zone):

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

- 01 42 99 03 95\* for French speakers

- 01 42 99 03 97\* for non-French speaking Insureds

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

- 00 33 (1) 42 99 03 95\* for French speakers

- 00 33 (1) 42 99 03 97 for non-French speaking Insureds

**In the event of failure to comply with the declaration deadline, if the Insurer suffers a loss as a result of the delayed declaration, the indemnity may be reduced up to the amount of the loss.**



**supporting documents to be provided**

**IMPORTANT**

It is up to the Insured Party to prove that all the conditions required for the activating this “Curtailment Insurance" cover are met, as proved by the supporting documents indicated below.

These documents and all the information provided by the Insured will make it possible to justify the reason for the Curtailment and assess the amount of his/her indemnification.

If the reason for the Curtailment is medical, the Insured may, if he/she wishes, communicate the medical information, in a confidential letter, for the attention of the Insurer's medical advisor.

In the absence of supporting documents or if the supporting documents provided do not prove the materiality of the covered Event invoked, the Insurer is entitled to refuse the Insured's claim for indemnification.

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| **COVERED EVENTS** | **SUPPORTING DOCUMENTS TO BE PROVIDED** |
| **IN ALL CIRCUMSTANCES** | * the CLICKANDBOAT booking confirmation, * the invoice for the CLICKANDBOAT cancellation fee, * where applicable, the official document specifying the family relationship with the person causing the curtailment (copy of the family record book, certificate of cohabitation, etc.), * bank details, * after examination of the claim, any other documentary evidence, at the request of Allianz Assistance. |
| **Hospitalisation** | * the hospitalisation report |
| **Medical repatriation of the Insured** | * the Allianz Assistance claim reference or a certificate of intervention from another assistance company |
| **In the event of death** | * the death certificate * where applicable, the contact details of the notary in charge of the deceased Insured's estate |
| **Natural disasters** | * any proof of curtailment of stay following the Natural Disaster |
| **Fortuitous Events** | * any documentary evidence that describes the situation preventing the Trip from continuing |

**5.4 EXCESS BUYBACK OPTION**

**PURPOSE OF COVERAGE**

Cover is subject to the prior taking out of **either** "PERSONAL ASSISTANCE" cover **or** "PERSONAL ASSISTANCE", "CANCELLATION" and/or “CURTAILMENT" cover

In the event of an Accident causing Damage to the rented leisure boat, Allianz Assistance will pay, **under the conditions and within the limits shown in the Table of Cover "Article 2.4- EXCESS BUYBACK"**, according to the option chosen, the reimbursement of the amount of the excess indicated in the rental contract.

To benefit from this cover, the Insured must meet the steering criteria imposed by CLICKANDBOAT and the local law or regulations; steer the rental boat in compliance with the clauses of the Rental Contract signed with CLICKANDBOAT, and hire the Boat from a professional rental company, i.e. a rental contract must be drawn up in due form.

**OPTIONAL COVER**

Optional cover offered as a supplement to the cover provided by the insurance policy for the rented Boat.

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

On pain of forfeiture of coverage, the Accident must have been recorded in the logbook, and confirmed upon the return of the rented boat through written declarations to CLICKANDBOAT and Allianz Assistance within a maximum period of 5 (five) days following the end of the rental period, except in the case of a fortuitous event or force majeure.

**To facilitate** [**and optimise the processing of the claim, it is recommended making the claim on the following**](file:///C:\Users\erollando\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\7TNB0LHF\déclaration%20et%20optimiser%20le%20traitement%20du%20dossier,%20il%20est%20recommandé%20de%20déclarer%20le%20sinistre%20depuis%20le%20si) **website:**

[**https://indemnisation.allianz-assistance.fr**](https://indemnisation.allianz-travel.fr)

**The Insured can follow the progress of his/her claim 24/24 by logging on to this website.**

The Insured may also contact Allianz Assistance by phone, Mondays to Fridays from 9.00 am to 6.00 pm (Mainland France time zone):

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

- 01 42 99 03 95 for French speakers

- 01 42 99 03 97 for non-French speaking Insureds

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

- 00 33 1 42 99 03 95 for French speakers

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

**SUPPORTING DOCUMENTS TO BE PROVIDED**

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|  | **IMPORTANT**  **It is up to the Insured Party to prove that all the conditions required for implementing this “Excess Buyback" cover are met, as proved by the supporting documents indicated below.** |

**These documents and all the information provided by the Insured will make it possible to justify the damage suffered and assess the amount of indemnification due.**

**In the absence of documentary evidence or if the documentary evidence provided does not prove the materiality of the damage, the Insurer is entitled to refuse the Insured's request for reimbursement.**

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| COVERED EVENT | SUPPORTING DOCUMENTS TO BE PROVIDED |
| ACCIDENT | - a copy of the Special Terms and Conditions of the insurance contract,  bank details,  - a copy of the rental agreement for the leisure boat,  - a copy of the inventory of the rented leisure boat signed on departure and the one signed on its return indicating the damage caused to the boat,  - the estimate drawn up by the repairer,  - a bank statement showing the amount debited by CLICKANDBOAT for the damage caused to the boat,  - a copy of the invoice for the repairs,  - any other supporting documents at the Insurer's request. |

**LIABILITY**

**Allianz Assistance cannot in any circumstances replace local emergency relief organisations.** In the event of an emergency, the Beneficiary or the members of his/her close circle must contact the local emergency services directly as a priority.

**Allianz Assistance may not be held liable for any failure or hindrance in the performance of its obligations resulting from cases of force majeure or events such as civil or foreign wars, revolutions, known political instability, reprisals, embargoes, economic sanctions (Summary of restrictive measures by country available on the website of the Ministry of Economy and Finance: https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales), popular movements, riots, sabotage, terrorism, strikes, seizures or coercion by the law enforcement authority, official bans, explosions of devices, nuclear or radioactive effects, serious climatic impediments or unforeseeable events of natural origin.**

**Information for each country is also available in the "Advice for Travellers" section of the Department of Foreign Affairs and International Development website http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/**

It will nevertheless make every effort to assist the Beneficiary.

The organisation by the Beneficiary or his/her close circle of one of the assistance services set out in the Policy can only give rise to reimbursement if Allianz Assistance has been notified and has given its express agreement.

Expenses incurred will be reimbursed upon presentation of original receipts, up to the limit of those incurred by Allianz Assistance in organising the service.

**Allianz Assistance's liability is limited to the benefits it provides in the execution of the Policy. It may not be held responsible for acts carried out by Service Providers intervening on behalf of the Beneficiary in the latter’s own name and under his/her own responsibility. It may not be held responsible for the non-execution or poor execution of their contractual obligations following a case of force majeure.**

**6) GENERAL exclusions**

**6.1 GENERAL EXCLUSIONS**

**In addition to the exclusions stipulated in the Policy, as well as any appearing in the contractual definitions, the following are always excluded:**

* **expenses incurred without the prior agreement of Allianz Assistance;**
* **the suicide or attempted suicide of the Beneficiary, it being specified that the benefits would nevertheless remain acquired, if applicable, by the other Beneficiaries;**
* - **costs not supported by original documents;**
* - **the consequences of:**
* o **exposure to infective biological agents**,
* o **exposure to chemical agents such as combat gases**,
* o **exposure to incapacitating agents**,
* o **exposure to radioactive agents**,
* o **exposure to neuro-toxic agents and agents with residual neuro-toxic effects,**

**which are subject to quarantine or preventive measures or specific monitoring or recommendations by international health authorities or local health authorities;**

* **damage caused intentionally by a Beneficiary and damage resulting from his/her participation in a crime, offence or brawl, except in cases of legitimate defence;**
* **damage resulting from any event occurring while the Beneficiary was under the influence of alcohol with a blood alcohol level higher than the maximum permitted by current local legislation, or under the effect of non-medically prescribed medicines, drugs or narcotics;**
* **the consequences of civil or foreign war, riots, popular movements, strikes, hostage-taking or the handling of weapons;**
* **the Beneficiary's participation in any sport practised in a professional capacity or under contract with remuneration, as well as preparatory training;**
* **failure by the Beneficiary to comply with official prohibitions, or the Beneficiary’s non-compliance with official safety rules concerning the practice of a sporting activity;**
* **events occurring during the Beneficiary's participation as a competitor in sports competitions, bets, matches, contests, rallies or their preparatory tests;**
* **the consequences of an Accidental Bodily Injury occurring during the Beneficiary's practice of one of the following sports or leisure activities, whether practised individually or as part of an activity supervised by a sports federation: kite-surfing, skeleton, bobsleigh, ski jumping, any off-piste slide sport, mountaineering above 3,000 m, rock climbing, potholing, hang-gliding, gliding, paragliding, any parachuting activity as well as any sport carried out with or from ultralight motorised aircraft within the meaning of the Civil Aviation Code;**
* **the consequences of an event occurring during the Beneficiary's practice of bungee jumping and scuba diving with an autonomous device.**

**6.2 Exclusions specific to personal assistance**

**In addition to the General Exclusions listed in 7.1, the following are also excluded:**

* **In respect of all assistance coverage:**

**- expenses incurred without the prior approval of Allianz;**

**- the consequences of any incident with air transport booked by the Insured, operated by a company on the blacklist drawn up by the European Commission, whatever its origin or destination;**

**- the consequences of pre-existing Illnesses or injuries, diagnosed and/or treated, and palliative operations that have been the subject of continuous, day or outpatient hospitalisation, during the six (6) months preceding the request for assistance;**

**- the consequences of an unconsolidated condition currently being treated, for which the Insured is undergoing convalescent care, as well as conditions arising during a trip undertaken for the purpose of diagnosis and/or treatment;**

**- the possible consequences (check-ups, additional treatment, recurrence) of an illness that has given rise to repatriation in the six (6) months preceding the request for assistance;**

**- the organisation and payment of transport referred to in the article "Repatriation Assistance" for minor ailments or injuries that can be treated locally and which do not prevent the Insured from continuing his/her Trip or insured service;**

**- voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, as well as pregnancies that have given rise to hospitalisation in the six (6) months preceding the request for assistance;**

**- the Insured's participation in any sport practised in official competitions or on a professional basis or under contract with remuneration, as well as preparatory training;**

**- the failure of the Insured to observe official prohibitions, as well as the Insured’s non-compliance with official safety rules concerning the practice of a sports activity;**

**- the consequences of an Accident occurring during the practice by the Insured of one of the following sports or leisure activities, whether practised individually or as part of an activity supervised by a sports federation: kite-surfing, skeleton, bobsleigh, ski jumping, any off-piste slide sports, mountaineering at over 3,000 m, rock climbing, pot-holing, hang-gliding, paragliding and any parachuting activity as well as any sport performed with or from ultralight motorised aircraft as defined by the French Civil Aviation Code;**

**- the consequences of an Accident occurring during the Insured's practice of bungee jumping and scuba diving with an autonomous device when the activity is not supervised by a qualified professional;**

**- expenses not expressly mentioned as giving rise to reimbursement, as well as any expenses for which the Insured could not produce a receipt.**

* **As regards "Emergency Medical Expenses Abroad", the following are also excluded:**

**- the cost of spa, heliotherapy or weight loss treatment, any elective cosmetic cure or treatment, physiotherapist fees, as well as the cost of care or treatment not resulting from a medical emergency;**

**- the cost of implants, internal, optical, dental, acoustic, functional or other prostheses, as well as fitting costs;**

**- the cost of vaccinations;**

**- expenses resulting from care or treatment whose therapeutic nature is not recognised by French legislation; - medical expenses incurred abroad, when the Insured, while on sick leave, has not obtained prior authorisation from his/her primary health insurance fund to travel abroad.**

**6.3 EXCLUSIONS SPECIFIC TO CANCELLATION COVER**

**In addition to the General Exclusions indicated in Article 7.1, as well as the possible exclusions set out in the definitions, the consequences of the following circumstances and events are also excluded:**

**- the consequences, after-effects, complications or aggravation of an Illness or Accidental Bodily Injury that were noted before the reservation of the Trip/insured benefit;**

**- Illnesses or Accidental Bodily Injuries involving an initial observation, a treatment, a relapse, aggravation or hospitalisation between the reservation date of the Trip/insured service and the date on which this policy was taken out;**

**- Illnesses that have given rise to an initial observation, evolution, additional examination or change in treatment during the thirty (30) days preceding the reservation of the Trip/insured benefit;**

**- Accidental Bodily Injuries that have occurred or have resulted in a surgical procedure, rehabilitation, an additional examination or change in treatment during the thirty (30) days prior to the reservation of the Trip/insured benefit;**

**- voluntary termination of pregnancy, in vitro fertilisation;**

**- medical contraindications to Travel/the insured benefit not resulting from an Illness, including any related to pregnancy, or an Accidental Bodily Injury, under the conditions provided for in Article 1 "medical events ";**

**- the failure to receive vaccinations or preventive treatment necessary for the destination of the Trip/insured benefit not justified by a medical contraindication indicated in Article 2 "family events".**

**- Natural Disasters;**

**- any covered Event occurring between the reservation date of the Trip/insured benefit and the date this contract was taken out; - any cancellation costs incumbent on the Authorised Organisation or Travel Intermediary in accordance with the European Directive of 25 November 2015 on package holidays and related travel services.**

**6.4 EXCLUSIONS SPECIFIC TO CURTAILMENT COVER**

**In addition to the General Exclusions, and any exclusions contained in the definitions, the following are also excluded:**

* **events not stipulated in Article 1. “PURPOSE OF COVERAGE";**
* **the consequences, after-effects, complications or aggravation of any Illness or Accidental Bodily Injury observed before booking the Trip;**
* **conditions arising during a trip undertaken for the purpose of diagnosis and/or treatment;**
* **the consequences of an Accident occurring during the practice by the Insured of one of the following sports or leisure activities, whether practised individually or as part of an activity supervised by a sports federation: scuba diving, canyoning, free diving, hunting, potholing, bungee jumping, white water activities, climbing, paragliding, parachuting, hang-gliding, gliding, as well as any sport practised with or from ultralight motorised aircraft within the meaning of the Civil Aviation Code;**
* **any sport practised as part of a professional activity or in amateur competitions.**

**6.5 EXCLUSIONS SPECIFIC TO EXCESS BUYBACK**

**In addition to the "General/Common Exclusions to all benefits" indicated in Article 7.1, as well as any exclusions in the definitions, the following are also excluded:**

* **Single-handed races and regattas;**
* **Partial or total theft, loss of equipment or hi-jacking;**
* **Damage affecting the engine, ancillary equipment of the boat (beeper, dinghy, dinghy engine) or any other mechanical or electrical instrument when these are connected with a Sea Event;**
* **Damage to spinnakers or similar sails;**
* **Damage attributable to wilful intent, inexcusable fault, use that contravenes navigation rules or the operating instructions of the lessor;**
* **Failure of the equipment used in normal navigation conditions, or due to wear and tear or obsolescence;**
* **Damage caused to a third party or suffered by a liable third party, as well as the costs inherent to a rescue or assistance operation;**
* **Damage resulting from any accident occurring while the boat's driver was under the influence of alcohol at a blood alcohol level higher than the maximum permitted by current local legislation, or under the effect of medicines, drugs or narcotics, whether or not medically prescribed;**
* **Damage caused by the use of the wrong fuel if a motorboat is rented;**
* **Damage occurring outside the execution period of the rental contract;**

**7) TERMS AND CONDITIONS FOR TAKING OUT THE POLICY, COMMENCEMENT AND TERMINATION OF BENEFITS**

1. **Terms and conditions for taking out the Policy and date of effect**

The Policy must be taken out:

* on the day the Trip is booked or at the latest within two (2) working days of this booking.

**The Policy takes effect at the time it is taken out**

1. **Commencement and termination of benefits**

Coverage starts:

* **with "Cancellation" cover:** the day after payment of the premium by the Insured Party at 12 midnight;

It stops at the beginning of the Trip.

* **with “Personal Assistance" cover:** when the Insured has left the place of Departure of the Trip (maximum twenty-four (24) hours before the date of Departure indicated in the sale contract of the Trip and, at the earliest, after payment of the premium by the Insured.

It ceases no more than twenty-four (24) hours after the end of the insured Trip, the date of which appears in the sale contract of the Trip;

* **with “Excess Buyback" cover: The cover takes effect provided that** it has been included in the insurance contract, materialised by the payment of the corresponding contribution. It begins when the vessel is handed over to the Insured and ceases on the date the rental period ends, as indicated in the rental contract. This benefit is valid for the entire rental period.

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|  | **IMPORTANT**  **If the Insured cancels his/her Trip definitely, he/she cannot benefit from the other coverage provided for in the Policy.** |

**8) WAIVER OPTION**

The Insured can make use of a waiver option after taking out an insurance contract.

1. **Waiver Cases**

* **Over-insurance**

Pursuant to the provisions of Article L112-10 of the French Insurance Code, an Insured who, for non-professional purposes, takes out an insurance contract constituting a **supplement to a good or service sold by an intermediary**, if he/she can prove prior cover for one of the risks covered by this contract, may waive this contract, at no cost or penalty, while it has not been executed in full or the Insured has not claimed any cover. This waiver must be made within fourteen (14) calendar days of the Policy’s signature.

* **Remote sales**

Pursuant to Article L112-2-1 of the Insurance Code, a right of waiver applies to insurance policies concluded remotely, including those sold online, without the simultaneous physical presence of the parties to the contract, canvassing or outside the seller's usual place of business.

**This right of waiver does not apply to travel or baggage insurance contracts or similar short-term insurance policies with a term of less than one (1) month.** The term of the Insurance Policy is the period between the date it is taken out and the termination date of all coverage/the annual due date.

1. **Terms and conditions for exercising the waiver option**

When the insurance contract is eligible for the waiver option under the conditions defined above, the Insured may exercise this option by returning to CLICKANDBOAT a duly completed waiver application, dated and signed before the expiry of the fourteen (14) calendar day period starting from the signature date of the Policy:

* either **by e-mail** to the following address: [contact@click&boat.com](mailto:contact@click&boat.com)
* or **hand-delivered against a receipt**,
* or **by registered letter with acknowledgement of receipt** sent to the following address:

CLICKANDBOAT

37, Boulevard Saint-Jacques 75014 Paris

The Insured may, if he/she wishes, use the sample waiver letter below:

"I, the undersigned, surname, first name, date and place of birth – wish to waive the benefits of Insurance Policy No. ... which I have taken out with Allianz Assistance acting in the name and on behalf of AWP P&C on... (Date).

Executed in... (Location). On... (Date) and Signature:...".

In the event of a waiver on the grounds of over-insurance, the Insured must accompany his/her request with proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured exercises this option, the policy will be cancelled on the effective date. The Insured will be reimbursed for the corresponding premium within thirty (30) days of the date of receipt of the waiver application.

The right of waiver cannot be exercised if the Insured has claimed any coverage under the Insurance Policy connected with a loss reported during the fourteen (14) calendar day period; no premium will therefore be refunded.

**9) DAMAGE ASSESSMENT**

The causes and consequences of the loss will be estimated by mutual agreement, or failing this by an amicable third party expert evaluation, subject to the respective rights of the Insurer and the Insured. The fees for this evaluation will be shared between the parties.

If the parties fail to agree on the choice of a third party expert, the latter will be appointed by the President of the District Court of the Policyholder’s place of Domicile.

This appointment will be made at the signed request of the Insurer or by one party only, the other having been summoned by registered letter.

**10) CLAIMS SETTLEMENT PERIOD**

When the Insured's claim is complete, indemnification is paid within ten (10) days following the agreement reached between the Insurer and the Insured, or an enforceable court decision.

**11) CUMULATIVE INSURANCE**

If the Insured Party is covered for the same coverage with other insurers, he/she must inform the Insurer of this and communicate his/her contact details and the extent of the coverage, in accordance with Article L121-4 of the Insurance Code.

The Insured may obtain indemnification for his/her losses by contacting the insurer of his/her choice.

**12) Period of limitation**

Any action deriving from the Insurance Policy is subject to a limitation period of two (2) years from the event giving rise to it, under the conditions set out in Article L 114-1 of the Insurance Code.

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

* Article L114-1 of the Insurance Code

*"All actions deriving from an insurance contract* ***are subject to a limitation period of two years*** *from the event giving rise to it.*

*However, this period will apply:*

*1° In the event of concealment, omission or a false or inaccurate statement concerning the risk incurred, only from the date on which the insurer became aware of it;*

*2° In the event of a claim, only from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.*

*Where the insured's action against the insurer is based on the recourse of a third party, the limitation period will run only from the date on which the third party brought legal proceedings against the insured or was indemnified by the insured.*

*The limitation period is extended to ten years with life insurance contracts where the beneficiary is a different person from the policyholder and, with contracts for insurance against accidents affecting persons, where the beneficiaries are the rightful claimants of the deceased insured.*

*With life insurance contracts, notwithstanding the provisions of paragraph 2, the actions of the beneficiary are limited to no more than thirty years from the death of the insured."*

* Article L114-2 of the Insurance Code

*"The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following an insured loss. In addition, the interruption of the limitation period for the action may 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 Insurance Code

*“As an exception to Article* [*2254*](http://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=875EA6B3B5B7CE82CA1CB43DF0B46FED.tpdjo04v_2?cidTexte=LEGITEXT000006070721&idArticle=LEGIARTI000006447647&dateTexte=&categorieLien=cid) *of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, either amend the duration of the limitation period, or add to the causes of its suspension or interruption."*

**Further information:**

The ordinary grounds for the interruption of the limitation period are set out in Articles 2240 and thereafter of the Civil Code, and include recognition by the debtor of the right of the person against whom they are seeking interruption of the limitation period, legal proceedings, even summary proceedings, and a deed permitting compulsory enforcement.

For a full list of the ordinary causes of interruption of the period of limitation, please refer to the above-mentioned articles of the Civil Code.

**13) PROCEDURES FOR EXAMINING CLAIMS**

If an Insured is dissatisfied with the processing of his/her application, the first step should be to inform his/her usual contact person so that the nature of this dissatisfaction can be understood and solutions can be sought.

In the event of disagreement on the proposed solutions, the Insured may send a complaint to the following e-mail address:

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

*(or send a letter to the address: AWP FRANCE SAS, Claims Department, TSA 70002 - 93488 Saint Ouen Cedex)*

An acknowledgement of receipt will reach the Insured within 10 (ten) working days (excluding Sundays and holidays) from receipt of the claim, unless the response to the claim is sent within these deadlines.

A response will be provided no later than 2 (two) months after the date of receipt of his/her claim, except in the event of special circumstances of which the Insurer will keep him/her informed.

Claims relating to policies taken out by individuals via 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 a response from the Insurer, after the latter has made a final examination of the claim exhausting all internal means of recourse, the Insured may then refer the matter to the independent mediator, whose contact details are as follows:

La Médiation de l’Assurance

**http://www.mediation-assurance.org**

**LMA**

**TSA 50110**

**75441 Paris Cedex 09**

Insurance companies belonging to the FFA (Association of French Insurers) offer a mechanism whereby Insureds and third parties can use a mediation procedure to settle their disputes. This system is defined by the Insurance Mediation Charter.

**14) Jurisdiction**

AWP P&C has elected domicile at its head office: 7, rue Dora Maar - 93400 Saint-Ouen

Any disputes arising against Allianz Assistance in connection with the implementation of the Policy must be exclusively submitted to the competent French courts and all notifications must be made to the above address.

**15) PERSONAL DATA PROTECTION**

The processing of personal data is governed by the French Data Protection Act of 6 January 1978 as amended and EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data.

AWP P&C is responsible for processing personal data collected for the purpose of the signature, management and execution of contracts.

These data are kept for the time necessary to execute the contract and in accordance with the provisions on limitation periods. They are intended for managers of assistance services and/or insurance cover and may be communicated to subcontractors located in or outside the European Union.

Pursuant to the applicable legislation and regulations on data protection, Insureds may exercise their right of access to data concerning them and have them corrected by contacting: informations-personnelles@votreassistance.fr.

Insureds are informed of the existence of the "Bloctel" telephone canvassing opposition list, with which they can register: <https://conso.bloctel.fr/>.

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

**As part of its risk management and anti-fraud policy, AWP France SAS reserves the right to carry out any checks on information and, if necessary, to refer the matter to the competent authorities pursuant to current legislation.**

**16) Control authority**

AWP P&C is supervised by the Autorité de Contrôle Prudentiel et de Résolution, 4 Place de Budapest, CS92459, 75436 Paris Cedex 09 - [www.acpr.banque-france.fr](http://www.acpr.banque-france.fr).

**17) Applicable law - language used**

The Policy is governed by French law.

The language used for the enforcement of the Policy is French.

**18) LEGAL INFORMATION**

The insurance cover is provided by AWP P&C

A limited liability company with a share capital of €17,287,285.00, 519 490 080 RCS Bobigny, registered office: 7 rue Dora Maar - 93400 Saint-Ouen

Private company governed by the Insurance Code.

Assistance services are provided by AWP FRANCE SAS

A simplified joint stock company with a capital of €7,584,076.86, 490 381 753 RCS Bobigny, registered office: 7 rue Dora Maar - 93400 Saint-Ouen insurance brokerage company - ORIAS registration no. 07 026 669 - <http://www.orias.fr/>.

Hereinafter "Allianz Assistance".

**Privacy Statement**

**The security of your personal data is important to us**

**AWP P&C**, an entity of Allianz Partners SAS, is an insurance company licensedby the **Autorité de Contrôle Prudentiel et de Résolution (ACPR)** offering insurance products and services. Protecting your privacy is our top priority. This privacy statement explains how we collect personal data, what type of data we collect and why, with whom we share it and to whom we disclose it. Please read this statement carefully.

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

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

1. **Which personal data are collected?**

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

* data concerning the identification of persons who are parties, interested parties or participants in the contract and
* any other data required for the conclusion and/or performance of the contract.

In this context, we may collect and process "sensitive personal data" about you.

Resultado de imagen de alerta***By taking out this policy, you agree to communicate the information contained in this privacy statement to any third party for whom any personal data may be transmitted to us (e.g. other insured persons, beneficiaries, third parties involved in a claim, persons to be notified in the event of an emergency, etc.), and you agree not to communicate this information otherwise.***

1. **How are your personal data collected and processed?**

We will collect and process personal data that you send to us and those we receive from third parties (as explained below) for a number of purposes and subject to your express consent, unless your consent is not required by applicable laws and regulations, as set out below:

| **Purpose** | **Is your explicit consent required?** |
| --- | --- |
| * Administration of the insurance contract (e.g. claims processing, investigations and estimates needed to determine the existence of the insured event and the amount of indemnification to be paid or the type of assistance to be provided, etc.) | * Yes, if necessary. However, in cases where we need to process your personal data in order to deal with your claim, we will not seek your express consent. |
| * To conduct quality surveys on the services provided, in order to assess your level of satisfaction and to improve it | * No. We have a legitimate interest in contacting you after handling a request or providing a service to ensure that we have performed our contractual obligations in a satisfactory manner. However, you have the right to object by contacting us as explained in section 9 below. |
| * To meet all legal obligations (e.g. those arising from laws on insurance contracts and insurance activities, and regulations on fiscal, accounting and administrative obligations) | * No, insofar as these processing activities are expressly and legally authorised. |
| * For audit purposes, to comply with legal obligations or internal procedures | * No. We may process your data for internal or external audits required either by law or by our internal procedures. We will not seek your consent for such processing if it is justified under current regulations or in our legitimate interest. However, we will ensure that only strictly necessary personal data will be used and that they will be treated confidentially.   Internal audits are generally performed by our parent company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France). |
| * To perform statistical and qualitative analyses based on data and claim rates | * If we perform any of these processing activities, we will anonymise the personal data. As a result, anonymised data is no longer considered "personal" data and your consent is no longer required. |
| * For debt collection management | * No, if the processing of your data, even if they are sensitive categories of personal data, is necessary for the establishment, exercise or defence of legal rights, which we can also invoke as a legitimate interest. |
| * To introduce you or allow Allianz Group companies and certain third parties to introduce you to products and services that may be of interest to you, according to your specified marketing preferences. You can change these settings at any time by contacting us as described in section 9. | * Yes |
| * For the prevention and combating of fraud, money laundering and compliance with regulations applicable to economic sanctions, including, where appropriate, for example, comparing your information with any contained in previous claims, or checking current claim reporting systems. | * No. It is understood that the detection of and fight against fraud, money laundering and compliance with regulations applicable to economic sanctions is a legitimate interest for the Data Controller. We are thus are entitled to process your data for this purpose without your consent. |
| * To transfer risks via reinsurance and co-insurance | * We may process and share your personal data with other insurance or reinsurance companies, with which we have signed or will in future sign co-insurance or reinsurance agreements.   Co-insurance is the coverage of risk by several insurance companies under a single contract, each assuming a percentage of the risk or spreading the coverage between them.  Reinsurance is the "subcontracting" of coverage of a portion of the risk to a third party reinsurer. However, this is an internal agreement between us and the reinsurer and you have no direct contractual relationship with the reinsurer.  These transfers of risk occur in the legitimate interests of insurance companies, which are even generally expressly authorised by law (including the sharing of personal data strictly necessary for this purpose) |

As mentioned above, for the purposes listed above, we will process personal data concerning you that we receive from our business partner **CLICKANDBOAT**.

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

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

1. **Who can access your personal data?**

We will ensure that your personal data are processed in accordance with the purposes stated above.

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

* public sector bodies, other Allianz Group companies, other insurers, reinsurers.

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

* other companies in the Allianz group (including AWP France SAS), technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors and service companies delegated to our operations (claims, IT, postal services, document management).

Ultimately, we may share your personal data in the following cases:

* in the contemplated or actual event of a reorganisation, merger, sale, joint venture, assignment, transfer or other disposal of all or part of our business, assets or securities (including in connection with insolvency or other similar proceedings); and
* in order to comply with any legal obligations, including obligations resulting from the decisions of the mediator if you submit a claim regarding one of our products or services.

1. **Where are your personal data processed?**

Your personal data may be processed both inside and outside the European Union (EU) by the parties specified in section 4, always subject to contractual restrictions on confidentiality and security, in accordance with applicable data protection laws and regulations. We do not disclose your personal data to parties not authorised to process them.

Any transfer of your personal data for processing outside the EU by another company in the Allianz Group will be carried out on the basis of internal company rules approved by the Regulatory Authority governing the Allianz Group, which establish appropriate rules for the protection of personal data and are legally binding on all companies of the Allianz Group. Allianz's internal corporate rules and the list of Group companies complying with them can be found here: <https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html>. Where Allianz's internal company rules do not apply, we will take steps to ensure that the transfer of your personal data outside the EU will be carried out with the same level of protection as within the EU. You can find out about the safeguards we implement for such transfers (such as standard contractual clauses) by contacting us as indicated in Section 9.

1. **What are your rights regarding your personal data?**

Where permitted by applicable law or regulations, you have the right:

* to access your personal data and to know their source, the aims and purposes of the processing of such data, the information concerning the data controller(s), the data processor(s) and the recipients of data potentially disclosed;
* to withdraw your consent at any time, in cases where it is required for the processing of your personal data;
* to update or rectify your personal data so that they are always accurate;
* to delete your personal data from our systems if their storage is no longer necessary for the purposes indicated above;
* to restrict the processing of your personal data in certain circumstances, for example, if you have contested the accuracy of your personal data, for the period of time necessary for us to verify its accuracy;
* to obtain your personal data in electronic format for your personal use or that of your new insurer; and
* to file a complaint with our company and/or the competent data protection authority - Commission Nationale de l'Informatique et des Libertés (CNIL).

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

1. **How can you object to the processing of your personal data?**

Where permitted by current laws or regulations, you have the right to object to the processing of your personal data by our services, or to request our company to stop the processing of such data (including for direct marketing purposes). Once you have submitted your request, we will not process your personal data any longer, unless this is permitted by applicable laws or regulations.

You may exercise this right in the same way as your other rights set out in Section 6.

1. **How long will we keep your personal data?**

We will only store your personal data for as long as is necessary for the purposes stated in this privacy statement and then they will be deleted or anonymised once they are no longer required. Below are some of the storage periods applicable as regards the purposes indicated in section 3 above.

* For a period of five (5) years from the insurance policy’s date of termination
* In the event of a claim - five (5) years from the settlement of the claim.
* In the event of a claim concerning bodily injury - ten (10) years from the date of the injury.
* For any information on claims - five (5) years from receipt of the claim.
* For information on the contract - five (5) years from expiry, termination or cancellation.

However, you should be aware that additional specific obligations or events may sometimes supersede or modify these periods, such as ongoing litigation or regulatory investigations, which can replace or suspend these periods until the matter is closed and the applicable review or appeal period has expired. In particular, storage periods based on limitation periods in the context of legal proceedings may be suspended and subsequently resumed.

1. **How to contact us**

If you have any questions about our use of your personal data, you can contact us by e-mail or by post:

AWP France SAS

Personal Data Protection Department

7 rue Dora Maar - 93400 Saint-Ouen

E-mailinformations-personnelles@votreassistance.fr

1. **How often do we update this privacy statement?**

We review this privacy statement regularly.

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