

Privacy Notice

We care about your personal data

AWP P&C S.A. – Dutch Branch (“we, “us” “our”), a part of Allianz Partners SAS, is an authorised insurance company providing 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 in paper or electronic files. We are the data controller for personal data related to your insurance, as defined by relevant data protection laws and regulation.

2. What personal data will be collected?

We will collect and process the following personal data of you: name, personal ID, address, residency, date of birth, gender, nationality, telephone number, email address, bank account details, medical information, passport details, travel location and the results of fraud and sanction screening.

Medical information is processed when we assist you in case of an admission to hospital, serious accidents or decease. If it is deemed necessary the assistance team can request personal data from the insured, family or relevant others. They can provide this information to the people performing the medical support.

3. How will we obtain and use your personal data?

We will collect and use your 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	Your express consent?
Insurance contract administration (e.g., quotation, underwriting, claims handling)	No
To administer debt recoveries	No
Statistical analyse and product or service improvement	No
For automated decision making to determine the premium based on your age or address and to make decisions about you using computerised technology such as assessing which products might be most suitable for you.	Yes, where needed. However, where we need to process your personal data in order to underwrite your insurance and/or process your claim we will not obtain your express consent.
Fraud, Money Laundering and Terrorist Financing prevention and detection	No
Meet any legal obligations (e.g., tax, accounting and administrative obligations)	No
To redistribute risk by means of reinsurance and co-insurance	No

As mentioned above, for the purposes indicated above, we will process personal data we receive about you from public databases, third parties such as brokers and business partners, other insurers, credit reference and fraud prevention agencies, , analytics providers, search information providers, loss adjustors, surveyors, intermediaries, , delegated authorities, lawyers.

For those purposes indicated above where we have indicated that we do not require your express consent, we will process your personal data based on our legitimate interests and/or to comply with our legal obligations. For example if processing is necessary:

For the performance of a contract or if you request the processing in order to enter into the contract;
For the protection of your vital interests or the vital interests of another natural person
To comply with a legal obligation to which you are subject
For the public interest or in the exercise of official authority of us; and
For the legitimate interests of AWP P&C S.A – Dutch Branch or a third party (unless overridden by your interests, rights or freedoms). If you would like to receive more information refer to section 9.

We will need your personal data if you would like to purchase our products and services. If you do not wish to provide this to us, we may not be able to provide the products and 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 in a manner that is compatible with the purposes indicated above. For the stated purposes, your personal data may be disclosed to parties who operate as third party data controllers, such as: Public authorities, other Allianz Group companies, other insurers, re-insurers, insurance intermediaries/brokers, and banks

For the stated purposes, we may also share your personal data with the parties who operate as data processors under our instruction, such as: other Allianz Group companies, technical consultants, experts, lawyers, loss adjustors, repairers, medical doctors; and service companies to discharge operations (claims, IT, postal, document management).

Finally, we may share your personal data 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 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 <https://www.allianz-assistance.dk/corporate/no/> 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 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, 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;
- 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; and
- File a complaint with us and/or the relevant data protection authority.

You may exercise these rights by contacting us as detailed in section 9 below providing your name, email address, identification, the insurance contract number 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 for seven years from the date the insurance relationship ends or from the settlement of the claim or complaint, unless a longer retention period is required or as permitted by law.

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
Postbus 9444
1006 AK Amsterdam**

Email: privacy.no@allianz.com

10. How often do we update this privacy notice?

We regularly review this privacy notice. We will ensure the most recent version is available on our website <https://www.allianz-assistance.dk/corporate/no/> and we will tell you directly when there’s an important change that may impact you. This privacy notice was last updated on 15th May 2018.

Important contact details

Customer services: (for queries about your insurance)

Phone: **+47 67 115 100**
Email: **kundesenteret@tui.no**

Claims:

Phone: **+47 23 00 77 40**
Email: **claims.fga@no.falck.com**

AWP P&C S.A. - Dutch Branch, trading as Allianz Global Assistance Europe, is an insurer licensed to act in all EEA countries and located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands.

AWP P&C S.A. - Dutch Branch, with corporate identification No 33094603, is registered at the Dutch Authority for the Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France.

Ref: P.TUI.NO-05/18 Independent

These terms and conditions are valid from 25th May 2018

Allianz 

Global Assistance

Cancellation Insurance



Important

**This policy is available to residents of Norway aged 99 and under only.
Not all existing medical conditions are covered. Please see page 3.
Please make sure you read this policy.**

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Important information about your insurance policy

Thank **you** for buying Allianz Global Assistance cancellation insurance.

Your cover

Your insurance confirmation shows the cover **you** have chosen, the **area of cover**, the people who are covered and any special terms or conditions that may apply. Please check it carefully.

After **you** have paid the insurance premium, the insurance is valid during the **period of insurance** in accordance to these terms and conditions, up to the maximum stated amount in the "Summary of cover".

Your claim will be processed by the **claims handler**.

Your insurance will only cover the parts of **your trip** booked through TUI and for which **you** have simultaneously taken out the insurance to cover.

Note
Your policy does not cover everything. **You** should read this policy carefully to make sure it provides the cover **you** need.

Certain words have a special meaning and are highlighted in **bold** print throughout the policy. The full meanings of these words are explained in the "Glossary" at the end of this policy.

Your duty

You must take all reasonable steps to protect **yourself** and **your** property and act as if **you** are not insured. **You** must take all reasonable steps to minimise any potential claim.

If there is anything **you** do not understand, or if **you** want any help, please call Falck Global Assistance on **+47 23 00 77 40** or email support.fga@no.falck.com

False declaration and non-disclosure

You must provide complete and accurate information during the application process and when making a claim. **We** may not provide assistance or pay a claim if **you** intentionally or carelessly provide **us** with incorrect information when taking out the insurance policy or when making a claim. This includes failure to cooperate in the settlement of the claim or failing to pass on important information or changes.

Transfer of your rights

If **we** pay **your** claim, **we** become the beneficiary of any claims that **you** have against anyone else liable for the same costs.

If **your** actions mean that **we** are no longer able to pursue another party who is liable for the same costs, **we** have the right to refuse all or part of **your** claim with **us**. If **we** have paid **your** claim, **we** have the right to request **you** repay **us** all payments **we** have made.

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.

If the **period of insurance** is 1 month or less, **your** cancellation rights are no longer valid after this initial 14 day period.

If the **period of insurance** is more than 1 month **you** will still be able to terminate the insurance until the coverage expires with a 1 month notice period. **You** will only receive a refund of the premium **you** have paid for the remaining days after **your** notice period has ended.

Governing law

Unless agreed otherwise, Norwegian law will apply and all communication in relation to this policy will be in Norwegian or English. In the event of a dispute concerning this policy, the Norwegian courts shall have exclusive jurisdiction.

Summary of cover

The following table shows the maximum amount **we** will pay for each section of cover. **You** should read the rest of this policy booklet for the full terms and conditions and exclusions.

Section of cover		Maximum amount we will pay
1	Cancellation	NOK 50 000

Note

The maximum amount **we** will pay applies to each **insured person**.

Health exclusions

It is very important that you read the following:

- 1 **You** will be covered if, at the time of booking **your trip** and buying **your** insurance, **you** are fit to travel and able to undertake **your** planned **trip**.
- 2 **You** will not be covered if **you**:
 - a) book **your trip** against the advice of a **doctor** or where **you** would have been if **you** had sought their advice before booking **your trip**;
 - b) had any undiagnosed symptoms for which **you** were awaiting investigations or consultations or the results of investigations and where the underlying cause had not been established.

If **we** are unable to cover a medical condition, this will mean that **you** and any other person insured by **us** will not be covered for any claims arising from the medical condition.

Each person insured by **us** would still be covered for any unrelated medical condition that arise after **you** bought **your** policy, subject to the terms and conditions of this policy.

General exclusions

These exclusions apply to the whole of your policy.

- 1 We will not pay any claim directly or indirectly caused by the following:
 - a You not answering accurately any question(s) we have asked you at the time of buying this policy, where your answer(s) may have affected our decision to provide you with this policy.
 - b War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism or weapons of mass destruction (for example, nuclear, chemical or biological).
 - c You not wanting to travel.
 - d You making a fraudulent claim. We may in these instances report the matter to the police.
 - e The effect of your alcohol, solvent or drug dependency or long term abuse.
 - f You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (except drugs prescribed by a doctor but not for the treatment of drug addiction).
 - g You not following any advice or recommendations made by the Norwegian Ministry of Foreign Affairs (Regjeringen), World Health Organisation (WHO) or any government or other official authority. This includes booking to travel to an area against their advice.
 - h You booking to travel outside the area of cover shown on your insurance confirmation.
 - i You committing suicide, injuring yourself or needlessly putting yourself at risk (unless you were trying to save another person's life).
 - j You carrying out any illegal, malicious or criminal acts (including those where you are under the influence of alcohol), or you breaking the local road traffic regulations.
 - k You travelling on a motor cycle, unless the rider holds an appropriate and valid licence and you, and your passenger if applicable, are wearing crash helmets.
 - l Travelling in an aircraft, unless you are a passenger in a fully-licensed, passenger-carrying aircraft.
 - m Changes in the currency exchange rate.
 - n Your property being held, taken, destroyed or damaged under the order of any government or customs officials.
 - o Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
 - p Any epidemic or pandemic.
 - q The failure of any equipment or computer program, whether you own it or not, to function correctly.
- 2 We will not pay claims for something that has been covered by another insurance policy, public scheme or obligation arising from a law or a regulation. If you have more than one insurance that covers you for the same loss, you should only submit the claim to one company and provide details of any other insurance to that company. They will then contact anyone else who would have insured the event for a contribution towards the costs.
- 3 We will not pay any claim for losses that are not directly covered by the terms of this policy (for example, the cost of obtaining a medical/death certificate in support of your claim; loss of earnings due to you not being able to work following an illness or injury).

Making a claim

To obtain a claim form please contact the **claims handler**:

Phone: **+47 23 00 77 40**

Email: **claims.fga@no.falck.com**

Quote TUI cancellation insurance and the email address linked to your booking.

Claims service

Please fill in and return the claim form with all the information and documents we have asked for, as soon as possible. Please note, you must cancel the trip as soon as you know you are unable to go.

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 Norway 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 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.

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.

Please write to:

Complaints Department
Falck Global Assistance
Postboks 172 Sentrum
N-0102 Oslo
Norway

Or email: claims.fga@no.falck.com with "COMPLAINT" in the subject.

To help Falck Global Assistance 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:

Finansklagenemnda
Postboks 53 Skøyen
0212 Oslo
Norway

Section 1 - Cancellation

✓ What you are covered for

We will pay up to **NOK 50 000** for **your** part of unused personal accommodation, transport charges and other travel expenses **you** have paid, or where there is a contract to pay, that cannot be recovered from anywhere else if **you** cancel **your trip** before it begins. **We** will pay this in the following necessary and unavoidable circumstances which were not known at the time **you** bought **your** policy or booked **your trip** (whichever is later):

- **You** or a **travelling companion** being advised not to travel by a **doctor** due to injury or illness;
- **You** or a **travelling companion's** death;
- The life-threatening illness/injury or death of a person **you** were going to stay with, or **your** or a **travelling companion's** close **relative** or **business colleague**;
- **You** or a **travelling companion** being advised not to travel by a **doctor** as a result of pregnancy;
- **You** or a **travelling companion** cannot comply with the transport provider's terms of carriage, because of a pregnancy that **you** found out about after **you** bought **your** policy;
- **You** or a **travelling companion** is called for jury service in Norway or as a witness in court in Norway;
- **You** or a **travelling companion** is needed by the police following a burglary, or damage caused by serious fire, storm, flood, explosion, subsidence, vandalism, fallen trees, impact by aircraft or vehicle at **your home** or their home or usual place of business in Norway;
- **You** have to re-sit an educational exam that forms part of **your** full time study course, if **you** find out **you** failed the original examination after **you** bought **your** policy and the re-sit is scheduled for during **your trip** or in the 2 weeks immediately after **your** return to Norway;
- **Your** divorce, legal separation or termination of cohabitation;
- **You** are a member of the Armed Forces, Police, Fire, Nursing or Ambulance services and **your** employer withdraws **your** previously agreed leave for operational reasons; or
- **Your unemployment** through no fault of **your** own.

✗ What you are not covered for

- Any medical condition set out under "Health exclusions" on page 3.
- Any parts of **your trip** that were not booked through TUI at the time this insurance was purchased.
- Anything caused by:
 - elective surgery, procedure or hospital treatment;
 - **you** not having the correct passport or visa;
 - **your** transport provider's refusal to allow **you** to travel for whatever reason;
 - **you** not wanting to travel; or
 - the company or person **you** booked the **trip** with (or their agents) being made bankrupt.
- Claims arising from childbirth when **your trip** is booked to start or end within 8 weeks of **your** due date.
- Any extra charges, because **you** did not tell the company or person **you** booked the **trip** with, as soon as **you** knew **you** had to cancel.
- Something the company or person **you** booked the **trip** with (or their agents) are responsible for.
- More than the minimum market value of equivalent admission or travel tickets, if **you** originally bought them using an airline mileage or similar points reward scheme.
- Termination of cohabitation unless **you** have been registered at the same address as **your** partner for at least 12 months.
- **You** not being able to afford the **trip**, except where **you** are made **unemployed** and were only made aware of this after the date **you** bought **your** policy or booked **your trip** (whichever is later).
- **You** resigning from **your** employment.

Please read the general exclusions on page 4 that also apply.

Legal and regulatory information

This policy is available to **residents** of Norway only.

Insurer

Your insurance is underwritten by AWP P&C S.A. - Dutch Branch, trading as Allianz Global Assistance Europe, an insurer licensed to act in all EEA countries and located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands. AWP P&C S.A. - Dutch Branch, with corporate identification No 33094603, is registered at the Dutch Authority for the Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France.

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. If the **period of insurance** is 1 month or less, **your** cancellation rights are no longer valid after this initial 14 day period. If the **period of insurance** is more than 1 month **you** will still be able to terminate the insurance until the coverage expires with a 1 month notice period. **You** will only receive a refund of the premium **you** have paid for the remaining days after **your** notice period has ended.

When can we terminate the insurance?

We may be entitled to terminate the insurance policy and not pay any claim or to change the terms of the policy if **you**:

- have misled **us** through dishonesty or incomplete information when taking out the insurance policy;
- have purposely misrepresented or failed to disclose the facts when submitting a claim;
- have committed fraud, cheated or deceived **us**;
- have previously been advised that **we** will not insure **you**. In this case **we** will refund the premium **you** paid for this policy.

If **we** have paid **your** claim, **we** have the right to request **you** repay **us** all payments **we** have made.

In the event that **we** choose to terminate or to change **your** insurance policy **we** will notify **you** in writing.

Privacy and personal data

We handle **your** personal data with care. When gathering, processing and using personal data **we** follow European Union data protection rules.

- **You** give **us your** personal data when **you** apply for the insurance and when **you** submit a claim. **We** may use this data throughout the entire duration of the insurance policy, for the acceptance, implementation and management of the insurance policy, claims handling, customer relations management, customer research and marketing activities (these activities are focused on creating, maintaining and expanding **our** relationship with **you**).
- If **you** agree **we** may also use **your** personal data for analytics, product development and compiling management information.
- In addition, **we** use **your** personal data to prevent and combat fraud and to comply with statutory obligations. **We** may exchange personal information with industry governing bodies, regulators, fraud prevention agencies and claims databases for underwriting and fraud prevention purposes. **We** may provide **your** information to others where required or permitted by law.
- **We** may exchange information with **our** affiliates, subsidiaries, business partners and other members of the Allianz Group. This may involve transferring information about **you** to countries outside the European Economic Area that may have limited or no data protection laws. **We** always take reasonable steps to safeguard **your** personal information and **we** have appropriate measures in place with these companies to handle **your** data with care.
- Where permitted by law **we** may record telephone conversations, so **we** can later verify what information has been provided. **We** may also use these recordings for staff training and to monitor the quality of **our** services.

You have a right to request a copy of the personal data that **we** hold about **you**. If **you** wish to exercise this right then please contact **us** via email: agae-travel.support@allianz-assistance.co.uk

International sanctions

This policy may not provide any cover or benefit to the extent that either the cover or benefit would violate any applicable sanction, law or regulations of the United Nations, the European Union, the United States of America or any other applicable economic or trade sanction, law or regulations. **We** decline claims to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

Governing law

Unless agreed otherwise, Norwegian law will apply and all communication in relation to this policy will be in Norwegian or English. In the event of a dispute concerning this policy, the Norwegian courts shall have exclusive jurisdiction, unless the parties agree to another way to resolve the conflict. Enquiries or complaints must first be made to the Complaints Department of Falck Global Assistance. If **you** are not satisfied with the handling of a complaint **you** should write to: **Finansklagenemnda, Postboks 53 Skøyen, 0212 Oslo, Norway.**

Glossary

When the following words and phrases appear in this document or **your** insurance confirmation, they have the meanings given below. These words appear in **bold** print in this document.

Area of cover

Worldwide: All countries in the world.

Business colleague

Anyone **you** work closely with, and whose unexpected absence from work means that a senior manager or director of **your** business needs **you** to cancel **your trip**.

Claims Handler

Falck Global Assistance who process claims on behalf of the **insurer**.

Doctor

A legally qualified doctor who holds the necessary certification in the country they are currently practising in. This person must not be related to **you** or anyone **you** are travelling with.

Home

Where **you** normally live in Norway.

Insurer

AWP P&C S.A. - Dutch Branch, trading as Allianz Global Assistance Europe.

Period of insurance

- The start date and end date of **your** insured **trip** is stated on **your** insurance confirmation.
- Cancellation cover begins on the issue date shown on **your** insurance confirmation and ends when the first part of **your** pre-paid arrangements (e.g. transport or accommodation) begins.

Relative

Your mother (in-law), father (in-law), step parent (in-law), sister (in-law), brother (in-law), wife, husband, son (in-law), daughter (in-law), step child, foster child, grandparent, grandchild, uncle, aunt, nephew, niece, cousin, partner (including common law and civil partnerships) or fiancé(e).

Resident

A person who has their main **home**, and is registered with a **doctor**, in Norway and has not spent more than 6 months abroad during the year before the policy was issued.

Travelling companion

Any person who has booked to travel with **you** on **your trip**.

Trip

Any return journey (not including business trips) that takes place during the **period of insurance** and starts and finishes from **your home**.

- **You** will only be covered if **you** are aged 99 or under at the date **your** policy was issued.
- Any other journey which begins after **you** get back to Norway is not covered.
- A journey which is booked to last longer than 45 days or the number of days insurance purchased (whichever is shorter) is not covered.

Unemployment

Loss of permanent paid employment through no fault of **your** own, after continuously working with the same employer for at least 6 months.

We, our, us

Allianz Global Assistance Europe.

You, your, yourself, insured person

Each person shown on the insurance confirmation, who the appropriate insurance premium has been paid for.

