



## **TRAVEL INSURANCE PROGRAM**

### **Full Flex**

## **TERMS & CONDITIONS**

### **SECTION 1. TABLE OF COVERS**

	<b>Cover Limits per person</b>
<b>DEPARTURE CANCELLATION</b>	
<b><u>Departure Cancellation cover is in effect only if:</u></b> The program Full Flex Cancellation has been selected and the corresponding premium has been paid. <b>The amount insured is the amount that was declared as 'trip cost'.</b>	
<b>Covered Incidents are the sudden illness (under 70 years old) and the accident (all ages) of the Insured or a member of the Insured's Family, in case of:</b> <ol style="list-style-type: none"><li>1. Hospitalization of the Insured due to an Incident (including being diagnosed with an epidemic or a pandemic disease such as COVID-19), provided that the period of hospitalization or post hospitalization recovery period (as prescribed by the attending physician) is beyond the date of departure for the Journey.</li><li>2. Hospitalization of a Family member due to an Incident (including being diagnosed with an epidemic or a pandemic disease such as COVID-19), prior to but extending beyond the scheduled date of departure of the Insured for the Journey.</li><li>3. Death of the Insured person due to an Incident (including death as a consequence of an epidemic or a pandemic disease such as COVID-19).</li><li>4. Death of a Family member from an Incident (including death as a consequence of an epidemic or a pandemic disease such as COVID-19), necessitating the presence of the Insured and the consequent travel cancellation of the departure for the Journey.</li><li>5. The Insured or a traveling companion is quarantined before his/her trip by order or other requirement of a government or public authority, based on their suspicion that the Insured or a traveling companion, specifically, have been exposed to a contagious disease (including an epidemic or a pandemic disease such as COVID-19).</li></ol> <b><u>Covers the cancellation charges up to the limit indicated incurred in respect of:</u></b> <ol style="list-style-type: none"><li>1. the individual insured travel costs, following cancellation of departure for the Journey upon the occurrence of an Incident to the Insured;</li><li>2. the individual insured travel costs, following cancellation of departure for the Journey upon the occurrence of an Incident to any of the Insured's Family members.</li></ol>	€ 10.000

### **SECTION 2. DEFINITIONS:**

The following terms shall have the following meanings in these policy conditions:

**INSURED/You:** The person insured by this policy and anyone acting on his/her behalf. For Insured persons older than 70 years old all the covers apply except health related Incidents (including being diagnosed with an epidemic or a pandemic disease such as COVID-19).

**INSURERS/INSURANCE COMPANY:** The Greek branch of the insurance company AWP P&C S.A, located at 10 Premetis Street, 17342 Agios Dimitrios, Attica, Greece, tel: (+30) 210 99.88.100.

**TRAVEL/JOURNEY:** Travel to any part of the world with the exception of destinations which the insurance company has selected not to cover due to travel directives, using an approved official carrier, for professional or recreation purpose and with destination and scheduled intermediate stops which are stated during the time of issue of the Contract. **EUROPE:** The Geographic region of Europe and the countries bordering the Mediterranean Sea. **NORTH AMERICA:** USA and Canada

**WORLD:** The remaining world, besides Europe and North America.

**FAMILY:** The spouse, the children, the parents, the parents-in-law and the siblings of the Insured. **FULL FLEX:** One of the selected travel insurance programs underwritten by the insurance company, for which the corresponding premium has been paid.

**CONTRACT:** The present insurance Contract.

**INCIDENT:** Any state or occurrence, such as sudden illness or accident or any other incident covered explicitly by the present Contract.

**ILLNESS:** A sudden incident which occurs during the Journey for which treatment is essential in order to maintain life and/or to provide alleviation from the pain, suffering or lesions.

**PRE-EXISTING MEDICAL CONDITION:** Any serious or recurring medical condition which has been previously diagnosed or been investigated or treated in any way, at any time prior to travel, even if this condition is currently considered to be stable and under control.

**HOSPITAL:** The organization that undertakes the accommodation of patients for the provision of diagnosis and treatment.

**PERSONAL ACCIDENT:** Bodily injury that is caused exclusively from violent, accidental and by external and visible means, during the Journey of the Insured and constitutes the exclusive cause of death or permanent total or partial disability. **MANUAL LABOR:** Any type of technical worker or laborer, such as (but not limited to) work involving the lifting or carrying of heavy items in excess of 15 kilograms, work that requires use of tools, whether electric or not, work underground or elevated facilities.

**EXCESS:** Uninsured amount which is subtracted first before the reimbursement from the corresponding cover of insurance.

**NATURAL DISASTER:** All Natural destruction (without limitation) caused by such elements as earthquakes, tidal waves, hurricanes, storms, volcano eruptions, floods, etc.

**WAR:** Hostilities or use of military force from any nation or race for economic, geographic, nationalistic, political, racial, religious or other aims.

**TERRORIST ACT:** Actual or threatened use of means, force or violence with direct or indirect scope the cause of damage, wound or agitation, aiming at the human life, property or possessions or at government for the achievement of financial, national, nationalistic, political, racial or other aims.

**CYBER RISK:** Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following: 1. Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system;

2. Any error or omission involving access to, or the processing, use, or operation of any computer system; 3. Any partial or total unavailability or failure to access, process, use, or operate any computer system; or 4. Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

**COMPUTER SYSTEM:** Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility .

**STRIKE:** Any form of workers' movement, disturbance or agitation with intention the hindrance or the interjection of provision of services or production.

**EPIDEMIC:** A contagious disease recognized by the World Health Organization (WHO) or an official government authority in your country of residence or your trip destination.

**PANDEMIC:** An epidemic that is recognized as a pandemic by the World Health Organization (WHO) or an official government authority in your country of residence or your trip destination.

**QUARANTINE:** Mandatory confinement, intended to stop the spread of a contagious disease to which you or a traveling companion has been exposed. This does not include any quarantine that applies generally or broadly to some or all of a population, vessel or geographical area (such as quarantine of a country, region, department city or part of it), or that applies based on where the person is traveling to, from or through, which are not covered.

### **SECTION 3. DIRECTIONS FOR CLAIMS**

In the event of an accident or Illness of the Insured with forecast for hospitalization, the Insured or anyone acting on his/her behalf, should contact the insurance company immediately at **(+30) 210 99.88.118** (24 hours a day), so that the cover is confirmed in order to arrange for the direct payment of expenses, otherwise the insurance company may not cover it. For every other case of Incident, the Insured should contact the insurance company providing:

- The Insurance certificate number and the information indicated on it.
- Description of the Incident.
- Original Medical information and receipts.
- Original relative elements and proofs.

All additional related documents not provided, will be obtained at the expense of the Insured.

### **SECTION 4. TERMS AND CONDITIONS**

Full Flex is constituted by the Directives, Advices, Terms, Conditions and Exclusions that are reported in the present Contract which are applicable in all the sections of the present. Non conformity means that the insurance company may not cover claims partially or entirely.

#### **Part 1. Activation & Effective Period**

- 1.1 The cancellation cover is in effect from the moment of issue of the Contract and expires upon completion of check-in at the first point of departure.
- 1.2 The cancellation cover is in effect only if it was purchased along with the tickets or the trip booking or within 48 hours and there is no reason for cancellation.

**The insurance company will not carry out any investigation to verify the Contract's issue date; the responsibility for inaccurate statements is borne solely by the Insured.**

## **Part 2. General Terms**

- 2.1** If the Insured needs immediate medical care, the insurance company **must be** notified immediately. **2.2** In the event of death of the Insured, the insurance company maintains the right to require an autopsy before or after the burial, at the expense of the legal representatives of the Insured.
- 2.3** Full Flex covers are expressed in Euros. For expenses paid outside of Europe, benefits are paid in the official exchange rate of the local currency to the Euro, at the day of the transaction.
- 2.4** Benefits for each Incident cover in total up to the exhaustion of the indicated sum on Section 1 (Table of Covers) for the particular cover per Insured, after the application of any applicable Excess and of any amount compensated by any other insurance company or third party up to the actual cost of the damage in total compensation.
- 2.5** The Insured should allow the representatives of the insurance company to examine him/her, to inspect the medical records and make available all useful elements for the assessment of the Incident.
- 2.6** In case of any Incident, the Insured should notify the insurance company in order to activate the cover and to inform them of compensation or benefit from any other third party.
- 2.7** In case any Incident that is covered by this Contract is also covered by another insurance contract or third party, the insurance company will only pay its corresponding share last; up to -in total compensation- the corresponding insured amount on the Table of Covers for the Full Flex Program selected.
- 2.8** The Insured **owes to** follow all the Directives, Advices, Terms, Conditions and Exclusions of this Contract, in order to avoid rejection of coverage.
- 2.9** The Insured should assist the insurance company in recovering any payments made which are actually covered from any other insurance contract or third party.
- 2.10** No return of premium is allowed after the legal renunciation period or the expiration of the Contract or past the effective date of any cover of this Contract.
- 2.11** The Insured should not undertake any responsibility that commits the insurance company without the prior consent of the insurance company.
- 2.12** The insurance company has the right to regulate all issues that result from or in relation to claims, on behalf of the Insured.
- 2.13** The insurance company will not cover any Incident that was caused due to the Insured's failure to act in a responsible and prudent way in order to deter from it or didn't take care of his/her property.
- 2.14** The insurance will be canceled and the Insured will be prosecuted in the event of intended distortion, falsification, false description or dissimulation of circumstances or materials.
- 2.15** The Insured will not factor in the decision for the choice of and the order of claims that will be compensated. All these decisions will be made strictly by the insurance company.
- 2.16** The insurance company is not liable for any claim, obligation, entrustment, agreement, expense, demand, cession or transfer of any benefit arising from this Insurance.
- 2.17** The Insured **must** follow the advice of the insurance company for the handling of an Incident and **must not** negotiate, pay, arrange or recognize any claim without the prior explicit consent of the insurance company. **2.18** The insurance company can act on behalf of the Insured, in order to recover or ensure compensation from third parties, for an Incident that was covered by the Contract. The sum that will be recovered or ensured will belong to the insured company.
- 2.19** The Insured (depending on the Incident) should retain tickets which have not been used and provide them to the insurance company.
- 2.20** The insurance company manages the information and personal data of the Insured, in compliance with the directives of the Committee of Protection of Personal Data.
- 2.21** This Contract is regulated, interpreted and is in effect according to the Greek legislation. The Greek version of the Terms, Conditions and Table of Covers, supersedes any version in other languages. In the event of conflict between the insurance company and the Insured as for the interpretation of the Contract, the conflict will be resolved by the competent courts of Greece in Athens.

## **SECTION 5. EXCLUSIONS**

### **Part 1. Medical Incidents, when the Insured:**

- 1.1** Travels, contrary to the advice of a doctor or physiotherapist.
- 1.2** Travels in order to receive medical advice or diagnosis, to be submitted in medical or chirurgical intervention, to receive treatment or to voluntarily interrupt pregnancy.
- 1.3** Was aware of a medical or physical condition or Illness or disease his/her or of any other individual who may influence the travel arrangements, prior to time the travel arrangements were made.
- 1.4** Suffers from lunacy, intellectual Illness, sentimental or psychological trauma, concern, depression or fear of flights or travel.
- 1.5** Is on a waiting list to receive Hospital treatment.
- 1.6** Is expected to give birth within 4 (four) months, following the date of return from the Journey.
- 1.7** Is aware of a terminal diagnosis.
- 1.8** Has an Incident resulting from hospitalization or treatment prior to the Journey or that should continue during the Journey.  
Additionally:
- 1.9** Insured must not travel against his/her home country's government advice or against local authority advice at his/her trip destination.

## **Part 2. Other Incidents of the Insured, resulting directly or indirectly from:**

- 2.1** Cancellations after check-in or due to a Strike of any involved party, organization or company. **2.2** Damages or claims caused with deceit or because of omission of the Insured or of persons for which the Insured is responsible for. **2.3** Incidents which have not been reported to the insurance company, within 30 days from the day of the occurrence. **2.4** Damages, cancellations and unwillingness to fulfill obligations or any other problem that influences the smooth conduct of the Journey due to bankruptcy, insolvency or economic hindrances of any enterprise or individual who is involved in the conduct of the Journey.
- 2.5** Damage caused by Natural Disaster.
- 2.6** Radiation, or infection caused by radioactivity, nuclear fuels or outcast, atomic explosions, radioactive toxic substances or matters of any nuclear component.
- 2.7** Construction and/or production, storing, filling, processing, transfer or use of fireworks, firing pins, ammunition, nitroglycerin, and any kind of detonating gasses and/or gasses in pressure containers or toxic substances. (The exception is not applicable for gasses used exclusively in residential applications).
- 2.8** War, civil War, invasion, revolt, revolution, use of military force, Terrorist Act or attempt of dissuasion or appeasement of a Terrorist Act.
- 2.9** Participation of the Insured in games and sports professionally or in competitions or in trials or training for such games or sports or participation in flying or dangerous or extreme sports, climbing, explorations and diving, hunting, flights or training as a pilot or as a member of staff in an airplane or a marine vessel.
- 2.10** Use of Vehicles for which the Insured **does not** hold a proper legal license to operate.
- 2.11** Deliberate exposure of the Insured in exceptional or unprovoked danger (with the exception of an effort to save a human life), self-destruction, suicide, attempt of suicide or deliberate self caused wound.
- 2.12** Participation of the Insured in War operations, military service in armed forces or participation in criminal acts. **2.13** Any incident which occurs during manual labor and the consequences of any expense derived by that incident. **2.14** Use or infusion of medication (except if they are provided with a prescription from a specialist doctor, with the exception of substitutes of narcotics or narcotic substances), alcoholism, intoxication or other abuse by the Insured.
- 2.15** Any pre-existing medical or health condition.
- 2.16** Wound, illness or death of the Insured, attributable to aphrodisiac diseases, to the HIV virus, to AIDS or to ARC and/or any variation of the previous.
- 2.17** Damage which is directly or indirectly resulting from epidemics and/or pandemics, except as expressly covered under «Departure Cancellation» coverage as is indicated in Section 1. Table of Covers.
- 2.18** Cyber Risks

## **Part 3. The insurance company will discontinue the coverage of the Insured, for:**

- 3.1** Consequent expenses of an Incident without the communication with and consequently the further approval of expenses from the call center of the insurance company.
- 3.2** Voluntary departure, without the previous approval of Medical personnel of a first aid center or hospital.

### **INFORMATION FORM**

**(under article 150, par. 1 of L. 4364/2016)**

#### **Name of Insurance Company:**

Greek Branch of the foreign insurance company under the name "AWP P & C S.A."

#### **Registered office of the Insurance Company:**

10, Premetis str., Agios Dimitrios, Attica (Postal Code 173 42)

#### **Applicable law:**

Greek

#### **How and when to settle written claims - complaints of the Insured or/and the Insurance Policyholder:**

The Company must respond in writing to the Insured or/and Insurance Receiver, as the case might be, no later than fifty (50) calendar days after receipt of any complaint you submit. Submitting such a complaint does not interrupt the prescription period of your claims against the Company, nor does it limit your right to contact the competent authorities or to appeal to Justice. For more information on our "Complaints Procedure" please visit our website [www.mondial-assistance.gr](http://www.mondial-assistance.gr)

## 1. INTRODUCTION

Our Company's highest priority is to best respond to your insurance needs by providing effective high-quality services at any time. In the light of the above, in this section you can receive information on how to submit a complaint about your contract or insurance services provided by our company. In more detail:

## 2. WHAT IS CONSIDERED A COMPLAINT

The expression of dissatisfaction by a natural or legal person related to the insurance policy or the insurance services provided to him/her/it, in any way, e.g. contractor/policyholder, insured, indemnity insurance beneficiary, third party injured under non-life insurance. Complaints are also considered, in accordance with law, notices of insurance claims, claims for compensation and requests related to your contract and the provision of information or clarifications about it.

## 3. WHAT IS THE PROCEDURE TO SUBMIT YOUR COMPLAINT

To submit your complaint, you can fill in the online Complaint Submission Form or an equivalent form, which you may send us in any of the following ways, and specifically:

(a) either by e-mail to the e-mail address [globy@mondial-assistance.gr](mailto:globy@mondial-assistance.gr),

(b) either via fax to 0030.211.10.99.818,

(c) either by post to the address:

Greek Branch of the foreign insurance company "AWP P & C S.A."  
10, Premetis str., Agios Dimitrios  
107 43, Athens

In any case, if you do not choose to submit the online Complaint Form, but the other relevant form, this should at least include the following data:

- Name and Surname
- Father's name
- Date of birth
- Insurance policy number (or registration number in the case of vehicle insurance)
- Contact number
- Your status under contract (insured, covered member, prospective client, etc.)

## 4. WHAT IS THE COMPLAINT MANAGEMENT PROCEDURE WE FOLLOW TO HANDLE YOUR COMPLAINT

As soon as we receive your complaint, the Complaints Management Department will record your request and create a corresponding envelope. To handle and respond to it, it will collect any information required by the relevant departments of the Company.

The Company must send you a written and reasoned reply within fifty (50) calendar days of receipt of your complaint. In the event of any delay, it must inform you in writing both of the delay as well as the reason for that delay.

## 5. AUTHORITIES YOU MAY CONTACT

In addition to submitting your complaint or in case you are not satisfied with the Company's response, you may appeal to the Independent Administrative Authority "Consumer Ombudsman" using the following data:

Address: 144, Alexandras Avenue, Athens (Postal Code 114 71)

Website: <http://www.synigoroskatanaloti.gr/>

Contact numbers: 210-6460862/210-6460814

## 6. PRESCRIPTION OF YOUR CLAIMS AGAINST THE COMPANY

Any of your claims against the Company is prescribed at the end of the period provided for by the relevant applicable law. Submitting a complaint as mentioned above does not interrupt the statutory prescription period concerning your legal claims.

### COMPLAINT SUBMISSION FORM

#### Your Personal Details

Name \*

City/District \*

Telephone \*

Email \*

VAT Number \*

Insurance Policy Number

#### Your Complaint

Issue \*

Please describe in detail all facts concerning your complaint and the dates and names of the persons involved so that our company can more easily give you a reasoned reply.

I declare that I expressly and unconditionally consent to the processing of my personal data by the Company so that it can handle the complaint I am now submitting.

# DATA PRIVACY STATEMENT

## I. INTRODUCTION

The company with the trade name AWP P&C S.A., located in 10 Prementis Str., 173 42, Agios Dimitrios, Attica, (hereinafter «AWP» or «Company»), is Data Controller of your personal data that is collected in relation to our insurance products. We, in AWP, respect our clients' privacy and have set their data protection as a key priority.

## II. WHAT PERSONAL DATA DO WE PROCESS?

The collection and processing of your personal data in relation to our insurance products is conducted by our authorized employees or partners and is related to the information you provide us on the website <http://www.mondial-assistance.com>, or on our partners' websites or on our portal which is accessible by our partners, either when you request an offer or when an insurance contract is being issued. Said personal data might include:

a) When you request an offer, information such as:

- Type of travel,
- Country of Departure & Destination
- Departing & Returning Dates
- Number of travelers and their age
- Travel Costs

b) When the insurance contract is being issued, additional information such as:

- Identification Data (Name, Tax Number & Tax Office, ID & Date of issuance or Passport and Issuance Authority),
- Contact Data (post address, email, telephone numbers)
- Demographic Data (gender)

c) In case the insured risk has occurred, sensitive data might be also processed, such as:

- Incident description
- Medical expenses
- Medical history
- Medical report

## III. WHAT IS THE PURPOSE OF YOUR PERSONAL DATA PROCESSING?

Our Company processes the aforementioned personal data for the following purposes:

A) It is required for the issuance of the insurance contract and for the assistance:

- v. For identification purposes,
- vi. For communication purposes for any issue related to our contractual relationship
- vii. In order to assess any insurance risks, to agree on the general and specific terms of the insurance contract and the respective premium

viii. In order to manage the insurance contract at all stages, from risk assessment to claims. Please note that in case we are required to process sensitive personal data for the aforementioned purposes, we will ask for your explicit consent. Objection to provide consent or the required information, as well as possible withdrawal of all of your consent in the future, will give the Company the right to immediately terminate the insurance contract and to refuse to fulfill any obligation arising from this contract. In any case, we remind you that you have the right to withdraw

your consent at any time, without of course prejudicing the legitimacy of the processing based on consent prior to its revocation.

B) In order to comply with our obligations deriving from applicable legal framework, in particular in relation to insurance and tax legislation.

C) In order to inform you about new products or/and services, provided that you have given your explicit consent, pursuant to the aforementioned.

## IV. WHO ARE THE RECIPIENTS OF YOUR DATA?

The Company is committed that only natural or legal entities that are under its control and act only on its behalf and have the required professional qualifications have been authorized in writing to process your data and are fully bound by the confidentiality and obligations provided by legislation.

Your personal data might be transferred to other insurance companies, affiliated companies of Allianz Partners Group and to service providers, as long as it is required for the fulfillment of the insurance contract, such as agents, insurance intermediaries, compensation management companies, emergency transport companies and second medical opinion, logistics companies, customer service companies, lawyers, researchers, experts.

Finally, the Company may disclose your data to the competent public / judicial authorities to the extent required by the applicable legal and regulatory framework, if requested or if it is mandatory, without prior notice.

## V. TRANSFER OF PERSONAL DATA

The Company may, in the course of its business, transfer/receive personal data to and from insurance companies, affiliated companies of Allianz Partners Group if required.

The aforementioned transfer takes place in accordance with European legislation for companies located in countries within the European Union or the local legal framework for companies located outside the European Union.

The transfer of personal data to countries outside the European Union takes place only if these countries provide an adequate level of protection of personal data. If the third country outside the European Union does not provide an adequate level of protection of personal data, personal data may be transferred to that country only if protection is provided by a data transfer agreement or the criteria set under European and national legislation are met.

## VI. RETENTION PERIOD

The personal data processed by the Company is retained throughout the duration of the processing. Upon expiration of this period, the data is kept in accordance with the applicable legal framework or for as long as it is required to defend the Company's rights before a Court or other competent Authority. The Company has in place a destruction procedure, which takes into consideration whether it is necessary to keep the data for compliance with legal and regulatory requirements or for the protection of the Company's interests, and is based on the instructions of the Data Protection Authority Of Personal Character (1/2005 DPA). The Company ensures that this process is also binding towards third parties providing services in the name and on behalf of it and any other persons with whom it cooperates in the context of outsourcing or other agreements.

## VII. OUR COMMITMENTS

We will retain your personal data up-to-date and accurate, we will store and delete it with safety, we will not collect and retain data that is not necessary, we will protect your data against any unauthorized or accidental access, disclosure, processing, deletion, modification or other use and we will take all adequate technical and organizational measures to protect your data.

## VIII. YOUR RIGHTS

According to applicable legislation you have and can exercise the following rights:

- right of access to your personal data, as well as to the information related to their processing, • right to rectification of inaccurate or incomplete personal data,
- right to deletion,
- right to restriction of the processing of your personal data, where explicitly provided for by legislation, • right to data portability in a structured, commonly used and machine-readable format (e.g. CD-ROM), • right to have your data (directly) transmitted to another controller,
- right to object to the processing of your personal data, where explicitly provided for by legislation
- right not to be subject to a decision based solely on the automated processing and to request human intervention in such case, as well as
- right to withdraw any consent given at any time

In case of an automated decision-making, you have the right a) to receive specific information for such processing, b) justification of the respective decision, c) to be heard, and d) to object to such decision. You can exercise any of



the abovementioned rights by submitting a written request to our Data Protection Officer, via email: [dpo@mondial-assistance.gr](mailto:dpo@mondial-assistance.gr) with subject "GDPR" or via post to AWP P&C S.A. to the following address 10 Premetis Str, PC 17342, Ag. Dimitrios Athens. We charge no fee for the exercise of the aforementioned rights, unless there is a repetition of requests or the volume of data is excessive and that results in administrative burden for our Company.

In any case, if you feel that the protection of your personal data is violated in any way whatsoever, you have the right to lodge a complaint to the Hellenic Data Protection Authority, using the following contact details:

Website: [www.dpa.gr](http://www.dpa.gr)

Postal Address: 1-3 Kifissias Ave., 115 23 Athens, Greece

Call Center: +30 210 6475600

Fax: +30 210 6475628

E-mail: [contact@dpa.gr](mailto:contact@dpa.gr)