

**Company:** Wakam - Public limited company with a capital of €4,794,128, with a registered address at 120-122 rue Réaumur, PARIS CEDEX 02 - Company registered in France and governed by the French Insurance Code – Approval number: 4020259 – SIRET (Système d'Identification du Répertoire des Etablissements [Entity Directory Identification System]) No. 562 117 085 00083 – SIREN (Système d'identification du répertoire des entreprises [Business Directory Identification System]) No. 562 117 085 – RCS (Registre du commerce et des sociétés [Trade and companies register]) Paris – APE (Activité Principale Exercée [Principal Activity code]): 6512Z

Product: Koala Flight Disruption

This information document provides a summary of the main guarantees and exclusions in the contract. It does not take into account your specific needs and requests. You can find complete information on this product in the pre-contractual and contractual documentation.

## What is this type of insurance?

This insurance is a temporary contract offered for all flights booked through ASL Airlines, and according to the chosen formula, offers guarantees intended to compensate for the cancellation and/or delay of a flight upon arrival. The insurance covers a flight (referenced by a specific flight number) corresponding either to the outbound flight, the return flight, or both, and is materialized as monetary compensation.



### What is insured?

The delay of a flight upon its arrival, according to the length of delay, through the payment of a non-cumulative fixed monetary compensation:



Delay above 3 hours:  
€250 including all taxes for short-haul flights (up to 1,500 km as the crow flies);  
€400 including all taxes for the other flights

The delay of a flight upon its arrival is defined as the amount of time between the initially planned arrival time stated on the flight ticket and the effective time of arrival at the landing gate of the arrival airport.



The Cancellation of the flight under 14 days before departure at the airline's initiative in the form of a fixed monetary compensation of €250, including all taxes

For more information, please refer to your Special Terms and Conditions.

The above compensations will not be cumulative.



### What is not insured?



Non-commercial flights



Delay upon flight departure (only delays upon flight arrival will be taken into account)



Flights not booked through ASL Airlines



Cancellation of the flight due to overbooking, which prevents the insured from boarding the flight he/she had booked.



The failure of the insured to show up for the flight or to board the flight if the check-in deadline is exceeded.



Refusal to allow the insured to board the flight by the staff or the airport authorities or refusal by the insured to board another airline without additional costs.



### Are there any restrictions on cover?

#### MAIN EXCLUSIONS:

The following events will be settled without any compensation:



Damages resulting from foreign war, civil war, provided that this is not contrary to French law.



Damage or aggravation of damage caused by weapons or devices intended to explode by modification of the structure of the atomic nucleus or by any nuclear fuel, radioactive product or waste or by any other source of ionizing radiation and which engages the exclusive responsibility of 'an operator of a nuclear installation.



Events which might disrupt air traffic from the 8th day of the event (strike\*, public demonstration, meteorological event\*) knowing that the first 7 days will be compensated,



Damage resulting from a declaration of a health emergency, including a pandemic or epidemic, including, in particular, the coronavirus (covid-19) and/or severe acute respiratory syndrome coronavirus 2 (sars-cov-2), and/or any mutation or variation thereof.

#### Main restrictions



The insurance must be subscribed at least three days before the scheduled flight date.



## Where am I covered?

Worldwide coverage (flights departing from and arriving in any airport around the world).



## What are my obligations?

**Under penalty of nullity or non-guarantee of the insurance policy:**

**At the time of subscribing the insurance, you must:**

- declare the risk to be insured in good faith in order to enable the insurer to assess the risks it will assume.
- pay the premium (or portion of the premium) stated upon subscribing to the insurance policy.

**During the coverage of the policy, you must:**

- declare all new circumstances that could increase the risk assumed or create new ones.

**In the event of an incident, you must:**

- Inform the insurer in case of purchasing guarantees from other insurers for the same risks, as well as any reimbursement you may receive for the incident.



## When and how do I pay?

The one-time premium is payable upon subscribing to the insurance policy at the same time of the purchase of the flight ticket.

Payment shall be made by credit card or by any other means of electronic payment offered at the time of purchase of the flight ticket or the subscription of the insurance policy.



## When does the cover start and end?

This insurance contract/policy is executed and becomes effective on the date it is subscribed by the Insured Party\*, subject to the payment of the insurance premium. It expires on the last end date of all applicable subscribed guarantee.

The Flight Delay upon Arrival Guarantee is effective on the date and time of arrival stated on the flight ticket and expires at the effective date and time of arrival at the landing gate of the arrival airport of the aircraft referenced at the time of subscribing.

The Flight Cancellation Guarantee is effective three days from the payment of the premium and expires upon the effective departure of the aircraft referenced at the time of subscribing.



## How do I cancel the contract?

If you are already the beneficiary of coverage for one of the risks that falls within the scope of this policy or if the insurance policy was taken out for a period in excess of one month and concluded by means of a remote transaction, it is possible to withdraw from the policy within 30 days of its conclusion.

Other ways of terminating the insurance:

- by the non-payment of the insurance premium,
- by withdrawal,
- by agreement,
- other methods specified in the insurance terms and conditions or provided for by law,
- up to the time of departure if you have cancelled your ticket.

The exact conditions of the termination and settlement services are described in the insurance terms and conditions.

# Information and Advice Form

## Contract Koala Flight Disruption

### Your contract

The insurance Koala Flight Disruption is issued from the group insurance policy taken out by:

#### The insurer / we: Wakam

Insurance company, Société Anonyme with a capital of € 4,794,128 with its registered office at 120-122 rue Réaumur, TSA 60235 75083 PARIS CEDEX 02, registered in the Paris Trade and Companies Register under number 562 117 085, company governed by the Insurance Code, subject, within the framework of its activity, to control by the ACPR (Prudential Control and Resolution Authority) whose head office is located at 4 Place de Budapest 75436 Paris Cedex 9 - France, sometimes referred to as "We" in this contract.

AND

#### Policyholder

ASL Airlines, a company whose registered office is located at Cargo 9 - Bâtiment Le Séquoia - 15 rue du Haut de Laval 93290 Tremblay - France, registered under the number 344 461 546.

AND

#### The Insurance Intermediary: GOLAO SAS

Company acting under the trademark Koala, 9 allée des marquises, 67000 Strasbourg - France, Registered with the Strasbourg Trade and Companies Registry under the number 843042433 and registered with ORIAS under the number 19001275.

Subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 Place de Budapest 75436 Paris Cedex 09 - France

Including :

#### The insured / you / insured party

The adult or legal person traveling on the insured flight as designated in the Certificate of Insurance, provided that their fiscal and legal residence is located in Europe.

## Preamble

You have just purchased one or more tickets from **ASL Airlines**, and you wish to **protect yourself against the risk of a delay of more than 3 hours or cancellation due to the airlines**.

In consideration of the information you have given us regarding your insurance wishes, we believe that the Koala Flight Disruption insurance is a solution tailored to your needs.



You are invited to check that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by this contract for the same event. If this is the case, you have the obligation to declare it to the Insurer\*.

If you have signed or adhered to two insurance contracts covering the same risk for the same event, you will have the option to request compensation for your injury by contacting the Insurer of your choice.

## Article 1 - Coverage

The full description of the Koala Flight Disruption insurance and its exclusions can be found in the attached information notice, which we kindly ask you to read carefully before making your decision whether or not to become an insured party.

### Coverage chart

| Events covered                                                                                                                                                                                                                             | Coverage Ceiling                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Delay in arrival of the aircraft more than 3 hours (from the time of arrival at the boarding gate mentioned on the ticket).</li><li>• Flight cancellation under 14 days before departure</li></ul> | €250 including all taxes for short-haul flights (up to 1,500 km as the crow flies);<br><br>€400 including all taxes for the other flights |

## Article 2 - Exclusions

We never insure the consequences of the following circumstances and events:

- × | Damages resulting from foreign war, civil war, provided that this is not contrary to French law.
- × | Damage or aggravation of damage caused by weapons or devices intended to explode by modification of the structure of the atomic nucleus or by any nuclear fuel, radioactive product or waste or by any other source of ionizing radiation and which engages the exclusive responsibility of 'an operator of a nuclear installation.
- × | Events which might disrupt air traffic from the 8th day of the event (strike\*, public demonstration, meteorological event\*) knowing that the first 7 days will be compensated.
- × | Damage resulting from a declaration of a health emergency, including a pandemic or epidemic, including, in particular, the coronavirus (covid-19) and/or severe acute respiratory syndrome coronavirus 2 (sars-cov-2), and/or any mutation or variation thereof.



- ✗| Cancellation of the flight due to overbooking, which prevents the insured from boarding the flight he/she had booked.
- ✗| The failure of the insured to show up for the flight or to board the flight if the check-in deadline is exceeded.
- ✗| Refusal to allow the insured to board the flight by the staff or the airport authorities or refusal by the insured to board another airline without additional costs.

## Article 3 - Term

The contract ends on the actual arrival at the landing gate of the final destination of the aircraft referenced by the flight number mentioned during the subscription. The contract also ends in the event of cancellation of the flight for any reason whatsoever.

## Article 4 - Pricing

The amount of the insurance premium is indicated on the Certificate of Insurance.

The insurance premium is paid by the Insured person in full to the Policyholder at the same time as the reservation of the insured ticket.

## Article 5 - Waiver of Membership

You may waive your membership, without having to justify your reasons or incur any penalty, **within thirty (30) calendar days following the date of receipt of your policy documents** by sending an email at [contact@hikoala.co](mailto:contact@hikoala.co) or registered letter to GOLAO, 51 rue Lepic 75018 Paris - France.

*Waiver letter template:*

*"Dear Managing Director,*

*Wishing to benefit from the option to waive my membership no. **(membership number)** to the Koala Flight Disruption Insurance policy dated **(acceptance date)**, I should like to ask you to reimburse me the entire sum debited from my account no **(IBAN and SWIFT)** of **(coverage cost)**, within a maximum period of 30 days from the receipt of this letter.*

*Name, Date and Signature".*

The Insurance Intermediary, on behalf of the Insurer, **will then reimburse you for the insurance premium paid at the time of becoming an insured party** within a maximum period of 30 calendar days.

However, if you request to benefit from the Coverage, during the waiver period, under the conditions set out in the contract, you may no longer exercise your right to waive, as this statement constitutes your agreement to the performance of the Policy.

## Article 6 - Claims

In the event of difficulties relating to the management of their membership, fee or a Claim, the Insured may send their claim to the Insurance Intermediary's Claims Department, which can be contacted as follows:

- **Email:** [complaint@hikoala.co](mailto:complaint@hikoala.co)
- **Post:** KOALA Service Réclamations (Claims Department) 51 rue Lepic 75018 Paris - France

The Insurance Intermediary's Claims Department undertakes to acknowledge receipt of the claim within **5 working days** following its date of receipt (even if the response to the claim is also made within this period) and, in any event, to provide a response to the claim within a maximum of 15 working days following its date of receipt.

## **Article 7 - Applicable law**

The language used throughout the contract is French.

Pre-policy relations and the contract are governed by French law. Any dispute arising from the performance or interpretation of the contract will be subject to the jurisdiction of the French courts.

# Information Notice

## Contract Koala Flight Disruption

Your Koala Flight Disruption insurance contract (also called insurance policy) consists of:

- These General Terms and Conditions references (also called policy wordings),
- The Certificate of Insurance which is provided when you subscribe, and
- Any appendices and/or addendums thereto.

These General Terms and Conditions are established in accordance with article L.112-2 of the Insurance Code.

They describe the guarantees, exclusions and obligations of the Insured\* under the insurance contract between:

### **The insurer / we: Wakam**

Insurance company, Société Anonyme with a capital of € 4,794,128 with its registered office at 120-122 rue Réaumur, TSA 60235 75083 PARIS CEDEX 02, registered in the Paris Trade and Companies Register under number 562 117 085, company governed by the Insurance Code, subject, within the framework of its activity, to control by the ACPR (Prudential Control and Resolution Authority) whose head office is located at 4 Place de Budapest 75436 Paris Cedex 9 - France, sometimes referred to as "We" in this contract.

AND

### **Policyholder**

ASL Airlines, a company whose registered office is located at Cargo 9 - Bâtiment Le Séquoia - 15 rue du Haut de Laval 93290 Tremblay - France, registered under the number 344 461 546.

AND

### **The Insurance Intermediary: GOLAO SAS**

Company acting under the trademark Koala, 9 allée des marquises, 67000 Strasbourg - France, Registered with the Strasbourg Trade and Companies Registry under the number 843042433 and registered with ORIAS under the number 19001275.

Subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 Place de Budapest 75436 Paris Cedex 09 - France

Including :

### **The insured / you / insured party**

The adult or legal person traveling on the insured flight as designated in the Certificate of Insurance, provided that their fiscal and legal residence is located in Europe.

### **General information**

The Insurance Policy Koala Flight Disruption is distributed by Policyholder. In consideration of this activity, Policyholder receives a commission included in the insurance premium\*.

The Policyholder can designate the Insured as well as a maximum of 10 additional travellers.



By subscribing to the Koala Flight Disruption contract, the Insured accepts that all contractual and policy documents will be sent to them electronically, by e-mail in PDF format.

## Article 1 - Subject matter of the contract

The insurance contract Koala Flight Disruption is intended to compensate the Insured Party\* in case of cancellation of his flight or in case of delayed flight upon arrival at the airport of the final destination.

The insurance covers a flight (referenced by a specific flight number) corresponding either to the outbound flight, the return flight, or both, and is materialized as monetary compensation.



**The insurance contract must be signed at least 3 days before the departure date of the first flight.**

## Article 2 - Description of the guarantee

### Coverage chart

| Events covered                                                                                                                                                                                                                                | Coverage Ceiling                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Delay in arrival of the aircraft more than 3 hours (from the time of arrival at the boarding gate mentioned on the ticket).</li> <li>• Flight cancellation under 14 days before departure</li> </ul> | <p>€250 including all taxes for short-haul flights (up to 1,500 km as the crow flies);</p> <p>€400 including all taxes for the other flights</p> |

The insurance contract applies:

- For a flight of a regular or low-cost company whose schedules are published
- For a flight of a charter company whose schedules are indicated on the flight ticket\*
- In case of strike\* or meteorological\* event occurring within 7 days (168h)
- For all flights worldwide

The delay of a flight upon arrival is defined as the difference between:

- The time of arrival initially planned as indicated on the flight ticket and
- The actual arrival time at the landing gate.

Flight cancellation is defined as an event beyond the control of the Insured, leading the airline to cancel the planned flight.



### Article 3 - In the event of a claim

Koala has direct access to a flight tracking system. In the event of a claim, Koala will receive an alert and automatically compensate you.

The amount of the compensation will be credited directly to your bank account (the deadlines for receiving compensation may vary depending on the banking organization).

### Article 4 - Premium

The amount of your premium\* is mentioned in your Certificate of Insurance which is provided at the time of subscription. It is calculated and fixed by the Insurer\* according to the departure date, the airline company, the departure and arrival airports, and the number of accompanying persons. The premium\* is set by flight and by Insured\* however paid one time (the amount is multiplied by the number of accompanying persons).

### Article 5 - Exclusions common to all guarantees

We never insure the consequences of the following circumstances and events:

- ✗ | Damages resulting from foreign war, civil war, provided that this is not contrary to French law.
- ✗ | Damage or aggravation of damage caused by weapons or devices intended to explode by modification of the structure of the atomic nucleus or by any nuclear fuel, radioactive product or waste or by any other source of ionizing radiation and which engages the exclusive responsibility of 'an operator of a nuclear installation.
- ✗ | Events which might disrupt air traffic from the 8th day of the event (strike\*, public demonstration, meteorological event\*) knowing that the first 7 days will be compensated,
- ✗ | Damage resulting from a declaration of a health emergency, including a pandemic or epidemic, including, in particular, the coronavirus (covid-19) and/or severe acute respiratory syndrome coronavirus 2 (sars-cov-2), and/or any mutation or variation thereof.
- ✗ | Cancellation of the flight due to overbooking, which prevents the insured from boarding the flight he/she had booked.
- ✗ | The failure of the insured to show up for the flight or to board the flight if the check-in deadline is exceeded.
- ✗ | Refusal to allow the insured to board the flight by the staff or the airport authorities or refusal by the insured to board another airline without additional costs.

### Article 6 - Effective date, cancellation and duration of the contract

Subject to payment of the corresponding premium\*, the contract is concluded and is effective on the date of subscription and delivery to the Insured\* of the Certificate of Insurance and these General Terms and Conditions

If you cancel your flight ticket, within the conditions of articles 8 and 9, your insurance policy is null and void and the insurance premium will be reimbursed to you.



**The trigger of a claim or the departure of the flight makes cancellation impossible.**

The contract ends on the actual arrival at the landing gate of the final destination of the aircraft referenced by the flight number mentioned during the subscription. The contract also ends in the event of cancellation of the flight for any reason whatsoever.

The Insured\* will be compensated if the above-mentioned requirements are met.



**Any inaccuracy, omission or reluctance in your answers or statements may be penalized:**

- **If it is intentional, by the nullity of the contract (article L. 113-8 of the Insurance Code),**
- **If it is not intentional:**
  - **before any claim: by increasing the premium or terminating the contract, or**
  - **after a claim: by reducing your compensation (article L. 113-9 of the Insurance Code).**

For other reasons the Koala Flight Disruption insurance terminates:

- a. by written agreement of the Parties, specifying the time of termination of the insurance and the manner of mutual settlement of liabilities;
- b. automatically by operation of law if the insurance fee is not paid within three months of its due date (day of booking your journey);
- c. by withdrawal of WAKAM in the event that You provided knowingly false answers to WAKAM related to the Koala Flight Disruption insurance to the extent that if the answers had been truthful, You would have been denied membership of the Policy. This right may be exercised by WAKAM within three months of the date on which WAKAM became aware of such fact; otherwise the right shall lapse.
- d. other methods specified in the Policy, these General Terms and Conditions or provided for by law.

## Article 7 - Subrogation

The Insurer is subrogated in the rights and actions of any natural or legal person, the beneficiary of all or part of the guarantees appearing in this contract, against any third party responsible for the event that triggered its intervention up to the costs incurred in execution of this contract.

## Article 8 - Waiver

Article L112-10 of the Insurance Code provides that the insured who subscribes for non-professional purposes an insurance contract constituting an addition to a good or a service sold by a supplier, if he can prove a previous guarantee for one of the risks covered by this new contract, may waive this new contract, without costs or penalties, as long as it has not been fully executed or the insured has not called in any guarantee, and within a period of thirty calendar days from the conclusion of the new contract.

In all cases, the Insured wishing to renounce his membership must contact the Insurance Intermediary by mail or email.

The Insured person(s)\* can change their mind and withdraw from their individual Koala Flight Disruption insurance policy within 30 calendar days from the Koala Flight Disruption start date if the journey starts in more than 1 month from the subscription date.

This waiver must be made by [contact@hikoala.co](mailto:contact@hikoala.co) or registered letter to Koala, 51 rue Lepic, 75018 Paris. The waiver is written using the following template:

"Dear Managing Director,

Wishing to benefit from the option to waive my membership no. (membership number) to the Koala Flight Disruption Insurance policy dated (acceptance date), I should like to ask you to reimburse me the entire sum debited from my account no (IBAN and SWIFT) of (coverage cost), within a maximum period of 30 days from the receipt of this letter.

Name, Date and Signature".

A waiver entails reimbursing the Insured person(s)\* all sums paid within a maximum period of 30 calendar days from receipt of the registered letter by the Insurer.

## Article 9 - Cumulative insurance

The Insured\* is invited to check that he is not already the beneficiary of a guarantee covering one of the risks guaranteed by this contract for the same event. If this is the case, he has the obligation to declare it to the Insurer\*.

If the Insured \* has signed or adhered to two insurance contracts covering the same risk for the same event, he/she will have the option to request compensation for their injury by contacting the Insurer of their choice.

## Article 10 - Protection of personal data

### 10.1 Statement

As part of the services and products that Wakam and its partners (together "we", "us", "our") provide you, you are required to communicate personal data ("personal data" or "data") about you. These General Terms and Conditions are provided to you to better understand how we collect, process and protect personal data.

We undertake to comply with the provisions relating to the protection of personal data in force, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and to the free movement of such data, and repealing Directive 95/46/EC (general data protection regulation),(together "the Regulations relating to data protection").

### 10.2 Who are we?

Wakam is a public limited company with share capital of € 4,794,128 registered in the Paris Trade and Companies Register under number 562 117 085, with its registered office located at 120-122 rue Réaumur, 75002 Paris - France.

### 10.3 Categories of personal data collected

As part of the provision of our products and services, we may collect and use personal data about you, such as:

- Information relating to your identity (surname, first names, postal address, telephone number, e-mail address, etc.)

- Information relating to the holder of the insurance policy (insurance policy number, bank account number, payment card data, invoicing, payment history, etc.)
- Information relating to claims (claim number, date and reason for the loss, call history, details of the loss, policy reference number and supporting documents, etc.)
- Information on the flight covered (number of flight departure, departure time, arrival time, departure locations, arrival point ...)

As part of the processing of this data, we may be required to collect data relating to offenses, convictions and security measures, when you subscribe to the insurance contract, during the execution of this contract or in the context of managing a dispute.

Some of our products may involve the processing of so-called “sensitive” personal data, such as health data. These data will be processed only for the purpose of respecting our commitments to you and in strict compliance with the legal provisions applicable to these data.

You can choose whether or not to provide this data to us. We may not be able to provide you with specific products or services if you do not provide us with certain data.

## 10.4 Why we process your personal data

Your personal data is used for the following purposes:

- The management of your contract and insurance policy, the execution of the guarantees of the contract (including the management of claims) and the management of claims and litigation, this processing being necessary for the execution of your contract;
- Control and monitoring of risks, this allows us to prevent fraudulent activities and ensure the recovery of amounts due and therefore is necessary for the purposes of our legitimate interests;
- The development of statistics and actuarial studies, this allows us to improve the offers and services proposed and therefore is necessary for the purposes of our legitimate interests;
- The fight against insurance fraud and the fight against money laundering in order to comply with our legal obligations.

## 10.5 Disclosure of your personal data

Your personal data may be disclosed to the following third parties:

- To companies in our group such as our parent company and companies affiliated with it;
- To our service providers and subcontractors, for the purposes of the management and execution of your contract;
- To other insurance companies (intermediaries, reinsurers);

## 10.6 International transfers of your personal data

We may have to transfer your personal data outside the European Union, in particular to countries which are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, these transfers will be framed by the standard contractual clauses established by the European Commission, or by other appropriate guarantees in accordance with the Data Protection Regulations.

## 10.7 Duration of storage of your personal data

Your personal data will be kept for the period strictly necessary for the provision of the service and the execution of the contract, and according to our data retention policy. This personal data may also be kept for any additional period required or authorized by the applicable legal provisions, including the limitation periods to which we are subject.

## 10.8 Your rights

In accordance with the Data Protection Regulations, you have the right to access, rectify, erase, limit, oppose, and portability of your personal data, not to be subject to an automated decision (including profiling), as well as the right to give directives relating to the fate of your personal data after your death. Please note that the exercise of these rights is not, however, absolute and is subject to the limitations provided by applicable law.

If you believe that the processing of your personal data constitutes a violation of the Data Protection Regulations, you also have the right to lodge a complaint with the National Commission for Data Protection at the following address: CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 - France

To obtain a copy of your personal data held by us, for more information or to exercise your rights relating to your personal data, please contact us at the address or email address indicated in the section below.

## 10.9 Contact us

For any question or information relating to the use of your personal data, or to exercise your rights relating to this personal data, please contact our Data Protection Officer at the following address:

- Data Protection Officer, Wakam 120-122 rue Réaumur 75002 Paris - France
- Or by email to: [dpo@wakam.com](mailto:dpo@wakam.com)

## Article 11 - Procedures for claims review

Koala has the will to permanently provide you with the best quality of service.

Dissatisfaction may arise during the relationship between you and your Insurer, we remain open to any claim

Claim related to the term of the policy:

If your claim relates to the membership, the management of your policy, the management of a claim or an assistance service, you can contact Koala :

- **Email:** [complaint@hikoala.co](mailto:complaint@hikoala.co)
- **Post:** Koala Complaints Department, 51 rue Lepic, 75018 Paris - France

Koala undertakes to acknowledge receipt of your correspondence within 5 working days (unless Koala has already provided you with an answer within this period), and to process your claim within a maximum of 15 working days from receipt of your letter.

For all “dematerialized” offers, you may also use the European Commission's Online Dispute Resolution platform at the following link:

<http://ec.europa.eu/consumers/odr/>

## Article 12 - Liability

### 12.1 Liability of the Insurer\*:

During the duration of the insurance contract and its related coverage, the Insurer\* obtains information on flights via a private flight tracking system which may be different from the information available to the Insured\* directly at the airport. In this case, the Insurer\* disclaims all liability if there is a delay in sending the compensation.

The Insurer\* cannot be held liable in the event the Insured\* does not arrive on time for boarding on his flight.

Likewise, the Insurer\* cannot be held liable for failures or suspension or delay in the performance of its obligations which would result from cases of force majeure or events such as civil or foreign wars, strikes\*, notorious political instability, reprisals, embargoes, epidemics, pandemics, economic sanctions (Summary of restrictive measures by country available on the website of the Ministry of Foreign Affairs: <https://www.tresor.economie.gouv.fr>), restrictions on the free movement of property and people, sabotage, terrorism, riots, seizures or restrictions by the police, official prohibitions, piracy, explosions of devices, nuclear or radioactive effects, meteorological events\*.

### 12.2 Liability of the Insured\*:

The sole responsibility of the Insured\* is to inform oneself and follow the information relating to their flight, in particular in the event of changes in departure times and/or departure gate, terminal or airport of departure.

## Article 13 - Statute of limitations

The limitation period is the time beyond which it is no longer possible, both for the Insured\* and for the Insurer\*, to bring a legal action finding its cause in the conclusion or execution of this contract.

In accordance with the provisions of article L 114-1 of the Insurance Code, any action concerning the contract and emanating from the Insured\* or the Insurer\* may only be exercised for a period of 2 years from the event at the origin of this action.

However, this period only runs:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day on which the Insurer\* became aware of it;
- in the event of a disaster, from the day on which the interested parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured\* against the Insurer\* is due to the recourse of a third party, the limitation period runs only from the day on which that third party brought legal action against the Insured\* or was compensated by the latter.

This period is interrupted by one of the ordinary causes of interruption of the statute of limitations consisting of:

- any legal claim even in summary proceedings or even brought before an incompetent court;
- any act of forced execution or any protective measure taken in application of the code of civil execution procedures;
- any recognition by us of your right to guarantee, or any acknowledgement of debt on your part towards us.

It is also interrupted by:

- the appointment of experts following a disaster;
- sending a registered letter with acknowledgement of receipt sent by:
  - us with regard to the action for payment of the subscription \*;
  - you regarding the settlement of the indemnity.

The parties to the insurance contract may not, even by mutual agreement, modify the duration of the statute of limitations, or add to the causes of suspension or interruption thereof.

## **Article 14 - Amendment and cancellation of the group policy**

The Koala Flight Disruption insurance may be amended by agreement between the Policyholder, the Insurance Intermediary and the Insurer.

In this case, the Insured will be informed of the changes made to their rights and obligations 3 months before they come into force.

The Insured has the right to cancel their policy if they do not accept these amendments. In the event of cancellation of the group policy signed between the Insurer and the Policyholder, the rights, and obligations of the Insured person(s)\* remain unchanged until the end of the membership.

## **Article 15 - Supervisory authority**

The public authority responsible for controlling Wakam is: Prudential Control and Resolution Authority: ACPR - 4 Place de Budapest CS92459 - 75436 Paris - France - <https://acpr.banque-france.fr/>

## **Article 16 - Applicable law - Language used**

This contract and its interpretation are governed by French law and the language used is French. In the event of a dispute and/or litigation relating to the interpretation of the contract, the Insured\* and the Insurer\* undertake to seek an amicable solution before any legal proceedings.

In the event of discrepancy or any difference in interpretation of the meaning of this contract, the French version prevails.

In the absence of an amicable agreement between the Insured\* and the Insurer\*, exclusive jurisdiction is expressly granted to French courts.

## **Article 17 - Definitions**

### **Flight ticket**

A travel document held by a traveller that is required to board an airplane. It is an authorization that one buys to be able to travel, which has contractual value (thanks to this ticket, the traveller is insured by the Warsaw Convention).

**Premium (or insurance premium)**

The sum that the Insured paid in return for the guarantee to which he subscribed.

**Meteorological event**

Severe and unpredictable climatic events of natural origin and of great magnitude.

**Strike:**

Temporary and collective stoppage of work aimed at signifying dissatisfaction.

**Pandemic**

Epidemic that affects a large number of people in a very large geographical area.

**How to contact us?**

Please feel free to contact us at [contact@hikoala.co](mailto:contact@hikoala.co) if you have any questions. We will be happy to answer you!