



MEDICAL
COSTS



ASSISTANCE



BAGGAGES



CAPITAL



LIABILITY
INSURANCE



CAP AVENTURE

POLICY N° 22 43 701

WHAT TO DO IN THE EVENT OF A CLAIM ?

Cover shall be forfeited in respect of any Losses reported to the Insurer more than Five Days after their occurrence, if this delay causes the Insurer to incur a loss, unless the Insured can prove that a case of force majeure prevented the Loss from being reported within that period.

If the Insured or Beneficiary intentionally supplies false information or uses bogus or altered documents with the intention of deceiving the Insurer, he/she shall lose any right to cover for the Loss in question.

Under penalty of forfeiture, the Insured must take all useful measures without delay to limit the consequences of the Loss and to hasten his/her recovery, and in particular to submit him- or herself to the medical treatment required by his/her condition.

The Insurer's doctor must have free access to the Insured to ascertain his/her condition. Any unwarranted refusal to comply with this examination, following formal notification by registered letter, shall lead to Forfeiture.

FOR THE APPLICATION OF THE ASSISTANCE COVERS

In order for the assistance covers to apply, the Insured must of necessity and prior to any intervention affecting the policy coverage, make contact with :



AXA ASSISTANCE

BY PHONE

From France : 01. 7079 0769

From abroad : +33 1 7079 0769

Specifying your policy number, after verification, the Assistance Provider shall issue a claim number. The costs are then paid directly to the hospital by the Assistance Provider.

FOR THE APPLICATION OF THE INSURANCE COVERS

Requests for reimbursement should be sent to the following address :



CHAPKA ASSURANCES GESTION SINISTRES

En ligne : <http://www.chapkadirect.com/index.php?action=sinistre>

Par Téléphone : +33 1 74 85 50 50

DOCUMENTS TO BE SUPPLIED

FOR ALL SECTIONS OF COVER

- The Policy number.
- The contact details of the Insured, his or her dates of departure and return as well as the destination of his or her Stay.

FOR MEDICAL EXPENSES

Medical expenses in the event of hospitalisation abroad outside the home country :

In the event of an Accident or Illness requiring Hospitalisation locally, the Insured shall present the card for obtaining assistance issued by the Insurer, to the hospital's Admissions Department.

The Admissions Department shall have the validity of the card confirmed by AXA ASSISTANCE whose contact details appear on the card (by telephone or fax).

Expenses shall be paid direct to the hospital by AXA ASSISTANCE without the Insured having to make an advance payment.

The Insured or his or her Assignees undertake to take all the necessary steps to obtain reimbursement of these expenses (wholly or in part) from Social Security and/or other complementary organisations to which the Insured is affiliated and to immediately pay back to AXA ASSISTANCE any sum received by him/her in this respect.

Clarification: should the costs not be met by the welfare or complementary health organisation of the Insured, the Insurer shall pay them in full, up to a limit of One Million Euros (€1 000 000) in the USA /CANADA and Two Hundred Thousand Euros (€200 000) in other countries in the World.

Important: this cover shall attach following acceptance by AXA ASSISTANCE, up to a limit of One Million Euros (€1 000 000) or Two Hundred Thousand Euros, depending on the country

For local and personal assistance covers

In order for the assistance coverage to apply, the Insured must of necessity and prior to any intervention involving the assistance coverage, make contact with AXA ASSISTANCE, whose telephone number appears on his or her personal identification card.

POLICY SUBJECT TO INDEMNITY PRINCIPLE

THE PRESENT POLICY SHALL BE SUBJECT TO THE INDEMNITY PRINCIPLE IN ACCORDANCE WITH ARTICLE L. 121-1 OF THE INSURANCE CODE. THE INSURED IS REMINDED THAT, ACCORDING TO THE PRINCIPLE OF INDEMNITY, THE INDEMNITY PAYABLE BY THE INSURER

CANNOT EXCEED THE ACTUAL AMOUNT OF THE LOSS AND CANNOT BE A SOURCE OF ENRICHMENT.

CONSEQUENTLY, THE INSURER'S INDEMNITY CANNOT EXCEED THE AMOUNT OF EXPENSES BORNE BY THE INSURED AFTER REIMBURSEMENTS OF ALL KINDS TO WHICH HE/SHE IS ENTITLED.

FOR DEATH AND DISABLEMENT RESULTING FROM AN ACCIDENT

- A written statement describing the circumstances of the Accident, the names of the witnesses and, if applicable, the identity of the charging authority if a police report is drawn up and also the submission number.
- A certificate from the doctor, surgeon or hospital called upon to administer the initial treatment and describing the injuries.
- The death certificate.
- Documents establishing the capacity of Beneficiary in the event of death, the name and address of the notary in charge of the estate.

MEDICAL EXPENSES EXCLUDING HOSPITALISATION ABROAD OUTSIDE THE HOME COUNTRY

Medical expenses excluding Hospitalisation shall be reimbursed on presentation by the Insured of all the necessary supporting proof to the Insurer.

The Insured or his/her Assignees undertake to take all the necessary steps to obtain reimbursement of these expenses (wholly or partly) from Social Security and/or other complementary organisations to which the Insured is affiliated and to immediately pay back to AXA ASSISTANCE any sum received by him/her in this respect.

Clarification: should the costs not be met by the welfare or complementary health organisation of the Insured, the Insurer shall pay them in full, up to a limit of One Million Euros (€1 000 000) in the USA /CANADA and Two Hundred Thousand Euros (€200 000) in other countries in the World.

The Insurer shall take care of the additional expenses reimbursed by Social Security and/or other complementary organisations to which the Insured or his/her Assignees are affiliated.

This complementary coverage shall operate up to the sum of One Million Euros (€1 000 000) or Two Hundred Thousand Euros, depending on the country.

MEDICAL EXPENSES IN THE HOME COUNTRY

Medical expenses in the home country shall be reimbursed on presentation, by the Insured, of a medical report supplied by the doctor to the patient, hospital bills and doctor's bills, statements from Social Security and/or other complementary organisations and also reimbursement details where the Insured was the beneficiary.

Temporary Return : If the Insured stays in their home country temporarily for a period of less than 30 consecutive days (for example: holidays), even though his/her planned stay abroad has not expired and his/her contract is still valid, in accordance with the dates appearing on his/her enrolment application, he/she shall benefit from coverage of medical expenses resulting from an accident or disease. This coverage shall attach up to a limit of €15 000 and subject to the application of a deductible of €30 and as a supplement to any state welfare and/or any complementary organisation.

FOR TRAVEL INCIDENTS

In order for reimbursements to be carried out, the Insured must of necessity supply the Insurer with the originals of all the supporting evidence of costs arising from the aforesaid incidents.

FOR LOSS, DAMAGE, THEFT OR DESTRUCTION OF BAGGAGE

- The Insured must of necessity file a complaint for loss, damage, theft or destruction of Baggage with the competent local authorities within a period of Twenty-Four Hours following the date of the Loss.
- The original of the complaint receipt and also a detailed statement must be forwarded to the Insurer within a maximum period of Ten Days.
- The Insured must of necessity submit a claim for loss, damage, theft or destruction of Baggage to the carrier within a period of Twenty-Four Hours following the date of the Loss.
- The original of the complaint receipt and also a detailed statement must be forwarded to the Insurer within a maximum period of Ten Days.
- The Insured shall be obliged to present to the Insurer all the supporting proof enabling it to verify or assess the damage (photograph of the damaged Baggage, bill) and also any document that the Insurer reserves the right to request.
- In all cases, a letter proving the date and place of purchase as well as the original invoice. The invoice must be issued under the Insured name.
- As regards valuable items and jewellery, it is imperative that the Insured presents to the Insurer the original invoices, the original of the warranty certificate, the notarised deed if possession of these items is the consequence of an inheritance, and the valuation of an expert if these items were valued in the absence of an invoice.

FOR SEARCH AND RESCUE COSTS

In order for the reimbursements to take place, the Insured must of necessity supply the Insurer with the original of the detailed request for reimbursement of search and rescue costs issued by the local authorities.

FOR "NON-OCCUPATIONAL LIFE" LIABILITY

As soon as he/she becomes aware of an event likely to affect the cover of the present policy, and within Five Days at the latest, the Insured must, on pain of Forfeiture, except in the event of unforeseeable circumstances or force majeure, inform the Insurer in writing or verbally against a receipt.

Furthermore, he/she must:

- Inform the Insurer as soon as possible of the circumstances of the Loss, its known or presumed causes, the nature and approximate amount of the loss or damage.
- Take all measures with a view to limiting the extent of the loss or damage already known and to preventing the occurrence of further loss or damage.
- Forward to the Insurer, as soon as possible, any notices, summonses, writs, extrajudicial acts or case files that have been sent or submitted to him or served on him/her.

Should the Insured fail to fulfil the obligations listed in the three paragraphs above, the Insurer shall be entitled to compensation proportionate to the damage that such non-fulfilment could cause it

FOR OBTAINING INDEMNITY CONCERNING THE FORWARDING OF MESSAGES

In order for the reimbursement to take place, the Insured must of necessity provide the Insurer with supporting proof.

FOR OBTAINING INDEMNITY FOR THE COSTS OF REINSTATING PAPERS

In order for the reimbursement to take place, the Insured must of necessity provide the Insurer with supporting proof.

GENERAL CLAUSES

DEFINITIONS

Each term mentioned in the present General Conditions, when it is written with a capital letter, shall have the following meaning :

Accident :

Any unintentional bodily impairment of which an Insured is the victim and arising from the sudden and unexpected action of an external cause and all the pathological manifestations that are the direct consequence of such bodily impairment.

The following shall be considered to be Accidents:

- Infections caused directly by an insured Accident, excluding any infection resulting from human intervention after an insured Accident.
- Poisoning and bodily injuries due to the unintentional consumption of toxic or corrosive substances.
- Asphyxia due to the unexpected action of gases or vapours.
- Drowning and infectious diseases as a consequence of falling into water or an infected liquid.
- Frostbite, heat stroke, sunstroke as well as starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood.
- Bodily injuries resulting from an Act of Terrorism or Sabotage, an Attack or Aggression of which the Insured is the victim, unless it is proven that he/she took an active part as the perpetrator or instigator of these events.

The following shall not be considered to be Accidents: an attack of epilepsy, the rupture of an aneurysm, myocardial infarction, cerebral embolism or meningeal haemorrhage.

Serious accident :

Any bodily injury that is unintentional on the part of the victim, arising from the sudden and unforeseeable action of an external cause, ascertained by a qualified medical authority and forbidding him/her to move all by him-/herself.

Policyholder :

The lead traveller who purchases the insurance policy, and who has paid the Insurance Premium by bank card

Insurance year :

The period between the inception or renewal date of the policy and its anniversary or termination date.

Assistance provider :

AXA Assistance, the service provider, arranged by AXA Travel Insurance 10/11 Mary Street, Dublin 1, Ireland (company number 426087).

Insured :

The policyholder, as well as any individual aged over 1 years and under 70 years, travelling outside his/her Home country

on an insured Tourist Trip, expressly mentioned as an Insured and for whom the appropriate premium has been paid. The Insured must have his/her usual residence in a Member State of the European Economic Area or ou DOM,TOM,POM et COM.

Insurer :

Inter Partner Assistance SA (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland

Baggage :

Baggage is defined as travel bags, suitcases, trunks and also the Insured's belongings or personal effects that they contain.

The term 'personal effects' shall be deemed to extend to personal property, valuable items as well as jewellery (real and cultured pearls, precious stones and hard stones) and furs belonging to the Insured.

The term 'Baggage' shall be deemed to extend to audio-visual equipment, cameras, video or hi-fi equipment, laptop computers and electronic diaries belonging to the Insured.

Items worth more than €250 shall be deemed to be valuable items.

Beneficiary :

The person or persons who receive from the Insurer the sums owed in respect of the Losses.

The Beneficiary is the Insured sustaining the loss or damage or his/her legal representative for under-age Insureds.

In the event of the Insured's death, unless he/she has named another person as Beneficiary, in accordance with the terms and conditions laid down in the Insurance Code, the specified sum shall be paid to:

- his/her Spouse/Partner, neither judicially separated nor divorced on the date of his/her death;
- his/her offspring/descendants in equal shares among them; the share of the predeceased person reverting to his/her own offspring/descendants, or to his/her brothers and sisters, if he/she has no offspring/descendant;
- failing whom, the Insured's father and mother in equal shares between them or the survivor; should one predecease the other;
- failing whom, his/her heirs

Competent medical authority :

A health professional having obtained a diploma in a medical school included on the World Health Organization list (W.H.O.) and authorised to practice his particular discipline in the country in which the healthcare is administered.

Complications of Pregnancy :

The following unforeseen complications of pregnancy as certified by a medical practitioner: toxæmia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; medically necessary emergency Caesarean sections/ medically necessary termination; and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date.

Serious medical condition :

A condition which, in the opinion of AXA ASSISTANCE, constitutes a serious medical emergency requiring urgent treatment in order to prevent death or a serious deterioration of the Insured's immediate or long-term health prospects.

The seriousness of the medical condition shall be determined on the basis of the geographical area in which the Insured is located, the nature of the medical emergency and the availability in the local area of suitable medical installations or treatment.

Pre-existing medical conditions :

- any past or current medical condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received during the 2 years prior to the commencement of cover under this Benefit Schedule and/or prior to the booking of and/or commencement of any trip : and
- any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to commencement of cover under this Benefit Schedule and/or prior to any trip.

Spouse / partner :

Spouse/Partner shall be defined as:

- The person linked to the Insured by the ties of marriage and not judicially separated.
- The Cohabitee or Partner: this is the person who has lived, as if married, with the Insured for at least Six Months, and in the same community of interests as a married couple.
- The Joint Signatory to a Pacte Civil de Solidarité [PACS - Civil Solidarity Pact] (Law introduced in France in 1999 extending the legal rights of married couples to unmarried heterosexual couples and to homosexual couples, particularly with regard to inheritance and taxation) with the Insured.

Policy :

This is the legal document comprising the General Conditions and the Specific Conditions. Only when the Specific Conditions are issued can it be presumed that a Policy exists. In pursuance of the policy, the Insurer undertakes to provide the Beneficiary with a benefit upon the occurrence of a Loss, in return for the payment of a sum known as the Premium.

Insurance premium :

Sum paid by the policyholder in exchange for the coverage granted by the Insurer. This Premium includes taxes. It shall be payable in cash when enrolling on the Policy.

Couple :

This means two people residing under the same roof and who are married or have signed a «PACS» cohabitation agreement or live together.

Forfeiture :

Loss of entitlement to the sums or services provided for in the policy through the Insured's failure to meet certain obligations that are imposed on him/her.

Home :

- The Insured's habitual country of residence, situated within the European Economic Area or DOM,TOM,POM COM., before the start of his/her Stay during which a loss occurred;
- or
- The Insured's country of origin. Country of origin shall mean the country of the Insured's nationality.

Bodily injury :

Any physical impairment sustained by a person.

Consequential financial loss :

Any monetary loss resulting from the loss of enjoyment of a right, the interruption of a service provided by a person or by a movable or immovable item of property, or the loss of a benefit or profit directly consequent upon insured Bodily Injury or Property Damage.

Property damage

Any impairment, deterioration, loss or destruction of an object or a substance, including any physical injury to animals.

European economic area

The countries of the European Economic Space are as follows:

Member States of the European Union; Iceland, Liechtenstein, Norway.

Hospital establishment

A Hospital Establishment is considered to be any public or private establishment which meets the legal requirements of the country in which it is situated and which:

- receives and treats the injured or sick who stay there;
- only admits the injured or sick under the supervision of one or more doctors in its employ who are under an obligation to be on call there;
- maintains in working order suitable medical equipment to diagnose and treat such injured or sick persons and, if necessary, is capable of carrying out surgical operations on its premises or in an establishment under its control;
- provides care through or under the supervision of nursing staff.

Member states of the european union

The member States of the European Union are as follows:

Germany, Austria, Belgium, Bulgaria, Cyprus (Greek part), Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden.

Exclusion

This means something that is never covered by the insurance Policy.

Expatriate/seconded

Salaried/waged employee of a company, authority or organisation on a permanent assignment in a country other than his/her country of habitual residence.

Prejudicial event

A Prejudicial Event is that which constitutes the cause giving rise to the loss or damage.

A set of Prejudicial Events with the same technical cause shall be deemed equivalent to a single Prejudicial Event.

Family

A family is the part of household comprising at least two people and consists:

- either of a couple, married or unmarried, with, if applicable, their child or children, belonging to the same household;
- or an adult with his/her child or children, belonging to the same household (single-parent family).

In order for a person to be a child of a family, he/she must be single and not have a spouse/partner or child forming part of the same household.

The number of families comprising a household may be none, one or several.

Emergency dental expenses

Emergency Dental Expenses shall be defined as dental expenses non-consecutive to a previous bad condition of the dentition or of the gum and which cannot be deferred and arising from an Accident duly placed on record by a competent local authority (fire brigade, police, doctor) and for the following treatment: dressing, filling, root canal treatment or extraction.

Emergency medical expenses

This cover shall apply in respect of Stays/Visits made in accordance with the definition of Territorial Scope of Coverage.

This cover shall attach in the event of an Accident or Serious Illness and shall meet the expenses arising from Hospitalisation during a Stay/Visit covered by the present policy and also all the consultation costs, pharmaceutical costs, the costs of X-rays and medical tests.

All of these expenses must be exclusively ordered by a practitioner legally authorised to practise his/her profession and possessing the qualifications required in the country where he/she operates.

In the event of Hospitalisation in the area where he/she is staying, the costs arising therefrom shall be met directly by AXA ASSISTANCE.

In this case, the Insured must necessarily make contact with AXA ASSISTANCE as soon as he/she arrives at the Admissions Department of the Hospital Establishment.

Other Emergency Medical Expenses shall be reimbursed to the Insured upon receipt, by the Insurer, of all supporting proof.

Metropolitan France

This comprises French continental territory, including Corsica.

Deductible

This is:

- a flat-rate sum set by the Insurer and borne by the Insured in the event of indemnity being paid;
- or a percentage beyond which indemnities are granted;
- or a number of days or months upon expiry of which indemnities are granted.

Civil war

Civil War shall be defined as two factions from the same nation confronting each other or part of the population confronting the established order.

Foreign war

Foreign War shall be defined as an armed struggle between two or more States with or without a declaration of war.

Hospitalisation

An unexpected stay in a Hospital Establishment, medically prescribed, for a medical or surgical treatment consequent upon an Accident or a Serious Illness.

Illness

Any deterioration in health ascertained by a qualified medical authority, provided that it is manifested for the first time during the Stay/Visit.

Serious illness

Serious Illness shall be defined as a deterioration in health ascertained during the Stay/Visit by a competent medical authority, forbidding the patient from leaving the room and involving the cessation of any professional or other activity and necessitating a medical prescription.

Foreign countries

Any country, territory or possession outside of your home and

'COM' (overseas communities) shall be deemed equivalent to 'abroad'.

Claim

A Claim is constituted by any request for compensation out of court or through legal proceedings, made by a Third Party or his/her Assignees, and sent to the Insured or his/her Insurer.

Stay/visit

Trip or period lasting a minimum of one month and a maximum of twenty four consecutive months made or spent by the Insured for tourist purposes, with the dates and destination of his/her Stay being specified on the enrolment application.

Specifically, only stays/visits for tourist reasons for leisure purposes and excluding any professional (remunerated or voluntary), scholastic or academic activity. Study trips, stays/visits as an au pair and linguistic trips shall not be considered to be for tourist purposes. Stays in a country in which the Insured has been expatriated or seconded shall not be considered to be tourist trips.

However, some manual work (not remunerated) as listed below, shall be covered.

Manual work

Bar and restaurant work, wait staff, chalet, maid, au pair and child care, and occasional light manual work at ground level including retail work and fruit picking.

Loss

This means an event the occurrence of which complies with the conditions required by the Policy and likely to lead to the application of one of the covers taken out. All instances of loss, damage or injury arising from the same initial cause shall constitute one and the same Loss.

Loss in the case of «non-occupational life» liability

The manifestation of loss, damage or injury for the affected Third Party, as long as this loss, damage or injury is likely to give rise to the application of a policy cover. All instances of loss, damage or injury arising from the same initial cause shall constitute one and the same Loss.

Any loss, damage or injury or set of losses, damage or injuries caused to Third Parties for which the Insured is held liable, resulting from the same Prejudicial Event and having given rise to one or more Claims shall also constitute a Loss.

Territorial scope of coverage

The covers shall attach in respect of Losses occurring during insured Stays/Visits anywhere in the world, excluding Stays/Visits in the Insured's Home Country.

Third party

Any individual or corporate entity excluding:

- the Insured him - or herself, the members of his/her family as well as those in direct line of ascent and descent and the persons accompanying him/her.
- the waged/salaried employees or agents of the same employer as that of the Insured.

USA/CANADA

The United States of America and Canada, including their territories and possessions

SCOPE OF COVERAGE

The covers of the present policy shall apply in accordance with the definition of "Territorial Scope of Coverage" **exclusively in respect of the insured Stays/Visits made by the Insureds.**

The covers shall attach from the time when the Insured leaves his/her home with the aim of departing on a Tourist Trip/Visit and shall cease on his/her return to his/her home.

They shall attach Twenty-Four Hours a Day throughout that period.

WAITING PERIOD

The following waiting periods will apply :

- For policies purchased for the first time AND after departure, a 7 day waiting period shall apply.
- For policy extensions where there is no gap in cover, no waiting period shall apply.
- For policy extensions where there is a gap in cover, a 7 day waiting period shall apply.

The Waiting Period, if applicable, will begin upon the date of purchasing/renewing the policy.

Inception and cessation of cover

Cover shall attach on the date on which the Insured leaves his home with the aim of departing on a Tourist Trip/Visit, as mentioned in the Specific Conditions of Membership or the Side Letter issued by the Broker Manager in the event of the travelling dates being amended

Cessation

The covers shall cease on the date on which the Insured returns home, as stipulated in the Specific Conditions of Membership or the Side Letter issued by the Broker Manager in event of the travelling dates being amended.

EXCLUSIONS COMMON TO ALL COVERS

The insurance shall not cover losses:

- Any pre-existing medical conditions.
- Caused or brought about intentionally by the insured.
- When driving any type of vehicle in a state of inebriation when the level of alcohol in the blood is equal to or greater than that legally permitted in the country where the Accident took place.
- Where the Insured uses drugs, narcotics or tranquillisers not prescribed medically or when driving any type of vehicle, if the Insured is under the influence of such drugs, narcotics or tranquillisers that have been medically prescribed, even though the medical leaflet forbids any type of vehicle to be driven.
- When driving a motorcycle without a helmet.
- Caused by the suicide, conscious or unconscious, or attempted suicide of the Insured.
- Resulting from the Insured's participation in bets of all kinds, brawls (except in the case of self-defence) or crimes.
- Resulting from practising a sport as a professional.
- Participating, even as an amateur, in races, competitions and their preparatory trials involving motor vehicles (watercraft or land-based except for 2nd category tourist rallies), or practising the following sports deemed to be dangerous, use of a private aeroplane as pilot or passenger, parachuting, microlighting, hang-gliding, paragliding, ski jumping, mountaineering, rock climbing, caving/potholing, underwater/Scuba diving to a depth greater than that for which you hold the relevant qualification or to a depth greater than 40 metres, use of a motor-driven land vehicle, having two or three wheels, with a cylinder capacity exceeding 125 cc and record attempts.
- Practising the following extreme sports: skateboard,

base jump, speed riding, snow kite, extreme skiing, bicycle motocross, motocross.

- Resulting from the use, as a pilot, of any kind of craft making it possible to travel through the air.
- Occurring when the Insured is a passenger in an aircraft which is not operated by a company involved in the public transportation of passengers.
- Caused by a Civil War or a Foreign War.
- Due to thermal, mechanical, radioactive or other effects, arising from any kind of modification of the atomic structure of matter or the artificial acceleration of atomic particles or even due to radiation emanating from radio-isotopes.

NATURE OF COVERAGE

€ DEATH

When an Insured is the victim of an Accident during a Tourist Trip/Visit and dies from its consequences within Twenty-Four Months from its occurrence, the Insurer shall pay the Beneficiary the sums stated in the Specific Conditions and also in the Coverage Summary Table.

If the Insured's body is not found as a result of a shipwreck or the disappearance or destruction of the means of transport in which he/she was travelling, there shall be a presumption of death upon expiry of a period of One Year from the date of the Accident. Cover shall then attach to the Beneficiaries on presentation of a declaratory judgement of death. However, if it is proved, after payment of the benefit to the Beneficiary(-ies), at any time whatsoever, that the Insured is still alive, the sum paid by virtue of the presumption of death will have to be wholly reimbursed to the Insurer, with the Insured standing surety for this reimbursement.

— PERMANENT DISABLEMENT

If an Insured is the victim of an Accident during a Tourist Trip/Visit and it is established that he/she has been left disabled as a consequence, partially or totally, the Insurer shall pay the Insured concerned, or his/her legal representative in the case of a minor, the sum obtained by multiplying the amount specified in the Specific Conditions and also in the Coverage Summary Table by the disablement rate as defined in the Guide to the European Scale for Assessing the Impairment of Physical and Mental Well-Being.

The disablement rate is fixed as soon as there is consolidation of the Insured's condition and at the latest on expiry of a period of Three Years from the date of the Accident.

For cases of disablement not specified on the scale, the rates shall be fixed by comparing their seriousness with the cases listed on the above-mentioned scale.

The rates of disablement are fixed irrespective of any professional, social or family consideration.

The anatomical loss of limbs or organs whose function had already been lost prior to the Accident cannot give rise to indemnity.

Injuries or damage to limbs or organs already functionally lost prior to the Accident shall only be indemnified by the difference between their condition before and after the Accident.

The assessment of injuries to a limb or organ cannot be influenced by the pre-existing state of disablement of another limb or organ.

If several limbs or organs are affected by the same Accident, the rates of disablement shall be accumulated but cannot exceed One Hundred Per Cent (100%).

In the event of death before final consolidation of the disablement, the benefit specified in the case of death shall be paid, less any sums which may have been paid in respect of the disablement.

There shall be no accumulation of «Accidental Death» and «Accidental Permanent Disablement» limits if they are the consequences of the same event.

GROUP TRAVEL ACCIDENT

If several Insureds are victims of an accident in one and the same insured collective event, the total amount of death and disablement benefits, in a combined limit, cannot exceed Two Million Euros (€2 000 000).

Should the accumulation of sums insured come to exceed this sum, the benefits shall then be reduced proportionately to the number of victims and settled pro rata according to the sum insured for each of them.

DAILY ALLOWANCE IN CASE OF HOSPITALISATION

If an Insured is a victim of an insured Accident or Illness and his/her condition requires Hospitalisation, the Insurer shall pay the Insured a benefit of Thirty Euros (€30) per day as from the Sixth Day of Hospitalisation for a maximum period of Ten Days.

EMERGENCY MEDICAL EXPENSES ABROAD

Medical expenses shall be covered solely in the event of an unexpected Accident or Illness. This cover shall apply in respect of Tourist Trips/Visits made in accordance with the definition of «Territorial Scope of Coverage», excluding the Home Country. Pre-existing medical conditions are not covered.

This cover shall attach in full, up to a limit of One Million Euros (€1 000 000) in the USA and CANADA, subject to the application of a deductible of Thirty-Five Euros (€35) any one Loss, and for the other Countries in the World the limit is fixed at Two Hundred Thousand Euros (€200 000) any one Loss, in the event of an unexpected Accident or Illness, and shall meet the costs arising from Hospitalisation and also all the consultation costs, pharmaceutical costs, the cost of X-rays and medical tests, after deducting reimbursements from Social Security or welfare or any other complementary health organisation when they apply. All of these expenses must be exclusively ordered by a practitioner legally qualified to practise his/her profession and possessing the qualifications required in the country in which he/she operates.

This cover shall extend, if you are travelling unaccompanied, and if it is agreed by our Chief Medical Officer that it is medically necessary for you to be accompanied on the trip home, to additional travelling and accommodation costs for one person to fly out to you and accompany you home. Accommodation will be on a half-board basis. We will not pay for travel (flight tickets will be for economy class) and/

or accommodation that has not been arranged through us, or incurred without our prior approval. If you are travelling accompanied by another adult(s), and the return journey cannot take place on the original scheduled date, if it is agreed by our Chief Medical Officer that a person should stay with you, and/or accompany you home, then we will arrange and pay for one person's necessary additional travel and accommodation costs. Accommodation will be on a half-board basis. We will not pay for travel (flight tickets will be for economy class) and/or accommodation that has not been arranged through us, or incurred without our prior approval.

This cover shall also extend to all reasonable and necessary emergency medical expenses for all infants born following complications of pregnancy during a trip. Claims involving multiple births are considered to be one event. In the event of Hospitalisation in the area where he/she is staying, the costs arising therefrom shall be met directly by AXA ASSISTANCE.

In this case, the Insured must necessarily make contact with AXA ASSISTANCE as soon as he/she arrives at the Admissions Department.

Other medical expenses shall be reimbursed to the Insured upon receipt, by the Insurer, of all supporting proof.

The costs of dental treatment, arising from an insured Accident, shall be limited to Four Hundred and Forty Euros (€440) per tooth, subject to a maximum of One Thousand Three Hundred Euros (€1 300) any one loss.

The Costs of Emergency Dental Treatment shall be limited to Six Hundred Euros (€600).

Vision care expenses arising from an Accident shall be limited to Four Hundred Euros (€400).

CLARIFICATION : SHOULD THE COSTS NOT BE MET BY THE WELFARE OR COMPLEMENTARY HEALTH ORGANISATION OF THE INSURED, THE INSURER SHALL PAY THEM IN FULL, UP TO A LIMIT OF TWO HUNDRED THOUSAND EUROS (€200 000).

THE FOLLOWING SHALL BE FORMALLY EXCLUDED FROM COVER

- Any pre-existing medical conditions.
- The costs of a functional prosthesis and/or arising from an Illness.
- Orthosis expenses
- Dermatological expenses
- The costs of dental treatment not arising from an accident or an emergency.
- Vision care expenses not arising from an accident or an emergency.
- Costs incurred in the Home country of the Insured.
- The costs of a cure at a spa and of a stay in a rest home.
- The costs incurred as a result of an Accident or an Illness first observed prior to the inception date of the policy.
- Sexually transmitted diseases.
- Osteopathy and soft alternative medicine.
- Any vaccines.
- Health checkups.
- Preventive care.
- Contraception.
- The costs incurred if the Insured is not suffering from

a serious medical condition or if the treatment may reasonably be delayed until the Insured returns to his/her Home country.

- Costs relating to pregnancy related conditions not due to complications of pregnancy which first arise after the Insured departs on their trip. Normal pregnancy or childbirth, or travelling when a medical practitioner has recorded the pregnancy as being at heightened risk of premature birth, would not constitute an unforeseen event.

- Costs relating to treatment prescribed in the Home country of the Insured prior to his/her departure on the journey.

- Costs relating to physiotherapy except where medically necessary as a direct result of injury or illness

- Payment of the medical expenses indemnity cannot be made later than 12 months after the date of the accident or the date on which the illness occurs.

- Payment for treatments:

- Which are inappropriate in view of the pathology concerned

- Which are not charged at a reasonable cost in relation to that usually practised for the treatment in question,

- Which are not prescribed medically,

- Which are not performed by a competent medical authority as defined in the glossary

- The costs of consultations resulting in no pathology or no treatment

- Physiotherapy costs, except where medically necessary as a direct result of injury or illness

- Cosmetic surgery costs,

- Osteopathy or chiropractic costs,

- Holistic Health treatments Cost

The consequences of:

- Psychiatric, neuropsychiatric or psychological disorders, any symptoms or condition justifying neuropsychological treatments, and in particular, nervous breakdown, anxiety, personality and/or behavioural disorders, fibromyalgia, eating disorders, chronic fatigue leading to no hospitalization or hospitalization of less than or equal to 3 consecutive days.

- Spinal, disc-related or vertebral conditions, lumbago, sciatica, lumbosciatica, hernias: disc herniation, parietal, intervertebral, crural or scrotal hernia, inguinal hernia through the linea alba, umbilical hernia, dorsalgia, cervicodynia and sacrocoxalgia.

- A congenital malformation

Thousand Euros (€15 000) and subject to the application of a deductible of €30, the expenses incurred during the Thirty days following the Insured's return to their home country.

Cover shall attach solely to supplement the reimbursements made by Social Security and/or any other complementary organisation.

Clarification: should the costs not be met by the welfare or complementary health organisation of the Insured, the Insurer shall pay them in full.

Temporary Return : If the Insured stays in their home country temporarily for a period of less than 30 consecutive days (for example: holidays), even though his/her planned stay abroad has not expired and his/her contract is still valid, in accordance with the dates appearing on his/her enrolment application, he/she shall benefit from coverage of medical expenses resulting from an accident or disease. This coverage shall attach up to a limit of €15 000 and subject to the application of a deductible of €30 and as a supplement to French Social Security and/or any complementary organisation.

Clarification: should the costs not be met by the welfare or complementary health organisation of the Insured, the Insurer shall pay them in full.

THE FOLLOWING SHALL BE FORMALLY EXCLUDED FROM COVER

- Any pre-existing medical conditions.

- The costs of a functional prosthesis and/or arising from an illness.

- Orthosis expenses

- Dermatological expenses

- Vision care expenses not arising from an accident.

- The costs of a cure at a spa and of a stay in a rest home.

- The costs of rehabilitation.

- Sexually transmitted diseases.

- Osteopathy and soft alternative medicine.

- Any vaccines.

- Health checkups.

- Preventive care.

- Contraception

- Costs incurred as a result of an Accident or Illness first observed prior to the policy inception date.

- The costs relating to childbirth or pregnancy (except in the case of a complication which could endanger the life of the mother and/or unborn child).

- Costs relating to a treatment prescribed in the Insured's Home country before his/her journey departure date.

EMERGENCY MEDICAL EXPENSES IN THE HOME COUNTRY

Return to the Home Country due to a medical repatriation organized by the Insurer :

The Insurer shall refund to the Insured the medical expenses in their home country consequent upon a medical repatriation organized by the Insurer.

The Insurer shall refund, up to a maximum sum of **Fifteen**

TRAVEL UNCONVENIENCE

"Travel Incidents" cover shall be granted to the Insured if the journey is made on board an aircraft making a scheduled flight and operated by an air carrier.

The air carrier must possess the certificates, licences or permits necessary for scheduled air transport, issued by the competent authorities in the country where the aircraft is registered.

In accordance with this authorisation, it shall draw up and publish routes and tariffs, for the use of passengers, between the named airports according to regular timetables.

The departure times, transfers and destinations shall be as shown on the Insured's travel ticket.

The Insurer shall only reimburse the expenses arising from "Travel Incidents" strictly and solely on presentation of the original supporting documents

DELAYED BAGGAGE

If the Insured's Baggage, booked in and placed under the responsibility of the airline, is not delivered to him/her Twenty-Four Hours after his/her arrival at the destination of his/her scheduled flight, the Insurer shall indemnify the Insured up to the amount of **One Hundred and Fifty Euros (€150)** for the costs incurred in making emergency and essential purchases.

This cover shall not attach when the Insured returns to his/her Home country.

CASH ADVANCE

In the event of loss or theft of the Insured's means of payment (bank cards, cheque books, traveller's cheques, etc.) while he/she is Abroad, of his/her identity papers and/or his/her travel ticket, AXA ASSISTANCE shall make a cash advance of a maximum of **Three Thousand Euros (€3 000)**, in exchange for a cheque issued by a close relative (father, mother, grandfather, grandmother, brother, sister, grandchildren).

The Insured undertakes to repay the sum advanced within a period of **Ten Days** after his/her return. Failing this, the above-mentioned cheque can be cashed by the Insurer. Any fees, including delivery fees, must be paid by the insured person.

BAGGAGE

INSURED INTEREST

The Insurer shall cover:

- Loss and damage.
- Theft committed by forcible entry, robbery or outright violence.
- Total or partial destruction.

The Insurer's cover shall only attach if :

- The loss, damage or destruction takes place while the Baggage is under the responsibility of a carrier and it has been booked in.
- The Insured must express all the necessary reserves to the carrier, in the period and manner laid down by the rules, and must produce evidence of this to the Insurer.
- The loss, damage or destruction is the consequence of a catastrophic event such as a fire, flood, collapse or an Act of Terrorism.
- The theft is the subject of a complaint to the local authorities and the Insured sends the original of the receipt to the Insurer.

If you use a private vehicle, the risks of theft are only covered if the baggage and personal effects are left in the locked trunk of the vehicle and out of sight. Only theft by break-in is covered. If the vehicle is parked on the public thoroughfare, the guarantee only applies between 7:00 a.m. and 10:00 p.m.

LIMIT OF LIABILITY

- Cover in respect of the Insured's Baggage and personal belongings shall apply up to the limit of **Two Thousand**

Euros (€2 000).

- Cover in respect of valuable items, jewellery and furs shall apply up to the limit of **One Thousand Euros (€1 000)** of the indemnity paid in respect of "Baggage" cover.

EXCLUSIONS SPECIFIC TO BAGGAGE, BELONGINGS AND PERSONAL EFFECTS

The following shall be expressly excluded from cover:

- Dentures, artificial eyes and other prostheses, spectacles and contact lenses.
- Cash, personal papers, commercial documents, administrative documents, traveller's cheques, credit cards, air tickets, travel tickets and vouchers.
- Damage caused by normal wear and tear, depreciation and inherent defects in the Baggage. Damage caused by moths or vermin or methods of cleaning, repair or restoration, or poor Baggage handling through the action of the Insured.
- Loss or damage resulting from confiscation, seizure or destruction by order of an administrative authority.
- Valuable items, jewellery and furs left in a parked vehicle, irrespective of the time.
- Valuable items, jewellery and furs entrusted to carriers.
- Keys and any other similar objects (e.g. magnetic cards or badges).
- Any Baggage or personal belongings left unattended by the Insured.
- Mobile telephones.
- Audio-visual equipment, laptop computers, electronic diaries, cameras, video or hi-fi equipment entrusted to carriers.
- The costs that may be indemnified by another insurance policy or those that are the subject of an indemnity awarded to the Insured.
- Orthosis
- Medicines, drugs
- Sport items, tobacco, alcohol

CALCULATION OF INDEMNITY FOR VALUABLE ITEMS, JEWELLERY AND FURS

The indemnity shall be calculated on the basis of the new replacement value on the date of the Loss, but subject to a limit of **One Thousand Euros (€1 000)** of the indemnity paid in respect of "Baggage" cover.

A personal valuation by an amateur shall not be taken into account.

CALCULATION OF INDEMNITY FOR THE INSURED'S BAGGAGE, BELONGINGS AND PERSONAL EFFECTS

- For the first year following purchase, reimbursement shall be calculated at **Seventy-Five per cent (75%) of the purchase price**.
- From the second year following purchase, reimbursement shall be reduced by **Ten per cent (10%) per year**.

RECOVERY OF STOLEN OR LOST BAGGAGE

In the event of the recovery of all or some of the stolen or lost items, at any time whatsoever, the Insured must immediately

inform the Insurer.

If the recovery takes place:

- Before payment of the indemnity: the Insured must regain possession of the said items.

The Insurer shall only be liable for payment of an indemnity in respect of the damage sustained and also the expenses paid by the Insured, with the Insurer's agreement, in order to recover these items.

- After payment of the indemnity: the Insured, from the date on which the said items are recovered, has a period of Thirty Days to opt either to take back or abandon all or part of the items found.

Should this deadline not be met, the items shall become the property of the Insurer.

If they are taken back, the settlement shall be adjusted by taking account of the value of the items taken back on the date of their recovery.

The Insured shall be obliged to return, if applicable, the excess indemnity received.

LEGAL ASSISTANCE

AXA ASSISTANCE shall pay, up to **Thirteen Thousand Euros (€13 000)**, the fees of the legal representatives whose services the Insured may call upon, if he/she is prosecuted for unintentional breach of the laws of the country in which he/she is located.

This cover shall attach solely outside the Home country.

ADVANCE OF BAIL BOND

If, in the event of an unintentional breach of the laws of the country in which he/she is located, the Insured is compelled by the authorities to furnish a bail bond, AXA ASSISTANCE shall pay an advance up to the sum of **Seven Thousand Five Hundred Euros (€7 500)**.

AXA ASSISTANCE shall grant the Insured a period of Three Months from the date of the advance to pay this sum back.

If this bond is refunded to the Insured by the country's authorities before the end of this period, it must immediately be returned to AXA ASSISTANCE.

If the Insured, having been summonsed before a court, fails to appear, AXA ASSISTANCE shall immediately demand repayment of the bail bond which the Insured will be unable to recover owing to his/her non-appearance.

SEARCH AND RESCUE EXPENSES

Legal proceedings may be brought if the bail bond is not repaid within the period mentioned above.

This cover shall attach solely outside the Home country.

The Insurer shall meet, to the extent of **Three Thousand Five Hundred Euros (€3 500)** any one Insured and **Thirty Thousand Euros (€30 000)** any one event, the search and rescue expenses advanced by the local authorities but which must be reimbursed to them by the Insured.

CIVIL LIABILITY

INSURED INTEREST

The Insurer shall cover the Insured against the financial consequences of public liability that it may incur as a result of an act in his/her non-occupational life under current legislation or case-law owing to Bodily Injury, Property Damage or Consequential Financial Loss caused to Third Parties.

Cover shall only attach to loss or damage resulting from an act in his/her non-occupational life committed by the Insured during a Tourist Trip/Visit outside his/her Home country.

LIMIT OF LIABILITY

This is fixed at Four Million Five Hundred Thousand Euros (€4 500 000) any one Loss for all Bodily Injuries, Property Damage and Consequential Financial Losses combined – upper limit reduced to One Million Five Hundred Thousand Euros (€1 500 000) any one Loss for loss and damage occurring or Claims made in the USA or CANADA (including their territories or possessions), subject to the following sublimits:

- Food Poisoning: **One Million Five Hundred Thousand Euros (€1 500 000)** any one Insurance Year.
- Property Damage and Consequential Financial Loss: Four Hundred and **Fifty Thousand Euros (€450 000)** any one Loss, having applied a Deductible on each Loss of **One Hundred and Fifty Euros (€150)**.

This amount shall form the limit of the Insurer's liability for all of the losses and damage arising from the same initial cause, irrespective of the number of victims.

Should this loss or damage manifest itself over more than one Insurance Year, the Loss shall attach to the Insurance Year during which the first manifestation of loss or damage occurred.

This amount forms the limit of the Insurer's liability for all of the Losses attaching to the same Insurance Year, it being specified that:

- The limits of liability fixed in this way shall include inquiry, investigation, loss adjustment and lawyer's expenses and fees as well as the costs of litigation, and shall be reduced and finally exhausted by any out-of-court or judicial settlement of indemnity or expenses and fees.
- In the event of the limit of liability "any one Insurance Year" being exhausted before expiry of the Insurance Year, cover can only be reinstated for Losses subsequent to the signing of an endorsement placing on record the agreement of the parties on this point and fixing the additional premium resulting therefrom.
- The limit of liability "any one Insurance Year" shall be reinstated automatically and completely on the first day of each Insurance Year.
- And notwithstanding the present stipulations, the right to cancel enjoyed by the parties, in accordance with the law or the policy, shall continue to apply.

TIME RESTRICTION AFFECTING POLICY COVER

The cover triggered by the Prejudicial Event shall protect the Insured against the financial consequences of Losses where the Prejudicial Event occurs between the initial inception of cover and its cancellation or expiry date, irrespective of the date of the other elements constituting the Loss.

EXCLUSIONS SPECIFIC TO "NON-OCCUPATIONAL LIFE" LIABILITY

- Any pre-existing medical conditions.
- Sexually transmitted diseases.
- Loss or damage caused by the Insured during hunting.
- Loss or damage caused by the Insured in his/her Home country.
- Loss or damage occurring during the use of motor vehicles or traction units, sailing or motor boats, aircraft or riding animals which the Insured or the persons for whom he/she is legally liable owns, drives, rides or keeps.
- Property damage resulting from fire, explosion or water damage if it occurs in the premises of which the Insured is the owner or occupier.
- The following dangerous sports: mountaineering, caving/potholing, boxing, polo, karate, American football, parachuting, piloting of aircraft, gliding, hang-gliding, bungee jumping, microlighting, kite surf, underwater/scuba diving with independent equipment.
- Any consequences of contractual commitments undertaken by the Insured in so far as the obligations resulting therefrom exceed those that are binding on him/her in accordance with ordinary law.
- Fines.
- Judicial compensation by way of a penalty, usually known under the name of «PUNITIVE» or «EXEMPLARY DAMAGES» and generally defined as compensation supplementing the making good of the actual loss, which may be awarded to victims by the courts of the USA or CANADA, when they consider that the perpetrator of the loss or damage behaved in an "antisocial" or "extremely negligent" way or indeed "deliberately disregarded its consequences».

Likewise, cover shall not apply to loss or damage:

- Caused to property, including animals, controlled, managed, kept or used by the Insured, even if it/they is/are entrusted to him/her in connection with a voluntary activity.
- Caused to property, objects, products or animals sold by the Insured.
- Resulting from the Insured's participation in riots, civil commotion, Attacks, Acts of Terrorism or Sabotage.

PSYCHOLOGICAL ASSISTANCE

INSURED INTEREST

In the event of the Insured's death or permanent disablement as a result of an insured event or in the event of bodily injury arising from an assault, an attack or an act of terrorism, the Insurer shall refund the cost of consultations with a psychologist, up to the amount of **Two Thousand Euros (€2,000)** any one loss.

This refund shall be made:

- in the event of the Insured's death, to his/her Beneficiary;

- in other cases, to the Insured him- or herself

TRAVEL ASSISTANCE

CONVEYING MESSAGES

In the event of the absolute impossibility, beyond the control of the Insured, of conveying an urgent message, **AXA ASSISTANCE** shall do its utmost to inform the persons concerned in time.

Sole liability for the messages shall rest with their authors, who must be identified. **AXA ASSISTANCE** shall only have the role of intermediary for their transmission.

ASSISTANCE WITH PASSPORT AND IDENTITY PAPERS

In the event of the loss, theft or unintentional destruction of the Insured's passport, visa or identity papers during his/her journey, **AXA ASSISTANCE** shall inform the Insured, in order to help him/her, about the various procedures necessary for reinstating them.

N.B.: In connection with the aforementioned coverage, **AXA ASSISTANCE** shall only provide a service. Should a loss occur leading to the application of:

- "Assistance with Passport and Identity Papers" cover: in the event of theft, the Insured must be in a position to supply the original of the receipt issued by the competent local authorities when he/she filed his/her complaint.

AXA ASSISTANCE shall not pay any indemnity in respect of this coverage.

COVERAGE WITHOUT ASSISTANCE

Indemnity in the event of messages being conveyed

As soon as supporting proof is presented to the Insurer, the latter shall meet the cost of conveying such messages.

Reimbursement of costs of reinstating papers

As soon as supporting proof is presented to the Insurer, the latter shall pay up to **One Hundred and Fifty Euros (€150)** for the reinstatement of the Insured's identity papers, passport or visa in the event of the loss, theft or unintentional destruction.

PERSONAL ASSISTANCE

This coverage shall attach in accordance with the definition of Territorial Scope of Coverage.

APPLICATION OF COVERS

In order for the assistance services to apply, the Insured must, of necessity and prior to any intervention under the policy coverage, make contact with:



AXA ASSISTANCE

BY PHONE

From France : 01 7079 0769

From abroad : 33 1 7079 0769

EMERGENCY MEDICAL TRANSPORT

On advice from its medical authorities, **AXA ASSISTANCE** shall organise, put into operation and meet the cost of transporting the Insured to the nearest medical centre or hospital where

suitable medical treatment is accessible and not necessarily in the Home country.

This transport shall be provided either by a special ambulance plane or by a scheduled airliner.

AXA ASSISTANCE also reserves the right to decide on the place where the Insured shall be transported and the means and methods for doing so, bearing in mind all the existing facts and circumstances known to **AXA ASSISTANCE** at the time of the event.

If the Insured is evacuated to his/her home address, **AXA ASSISTANCE** reserves the right to use the travel tickets initially provided for the Insured's return.

After the emergency medical transport, if his/her medical condition so allows, the ill or injured Insured shall be repatriated to his/her Home country on a scheduled airliner.

The medical authorities of AXA ASSISTANCE shall alone be authorised to decide on repatriation, the choice of means of transport and the place of Hospitalisation.

The reservations shall be made by AXA ASSISTANCE.

SENDING OUT A DOCTOR

If required by the Insured's condition and the circumstances, **AXA ASSISTANCE** may decide to send out a doctor or a medical team to the area in order better to assess the measures to be taken and to organise them.

AXA ASSISTANCE shall meet the travelling expenses and consultation fees of the doctor appointed.

REPATRIATION TO THE INSURED'S HOME ADDRESS

When the Insured is in a position to leave the Hospital Establishment, **AXA ASSISTANCE** shall organise and meet the cost of the Insured's repatriation to his/her home address.

Repatriation, as well as the most suitable methods, shall be decided and chosen by AXA ASSISTANCE.

REPATRIATION OF THE BODY IN THE EVENT OF DEATH

In the event of an Insured's death, **AXA ASSISTANCE** shall organise and meet the cost of transporting the Insured's body to his/her home address.

Liability for the cost of the coffin shall be limited to **Two Thousand Euros (€2 000)**.

This service shall also apply to transportation of the body which has been temporarily buried in accordance with local practices and requirements, in order to be buried again or cremated in the Insured's Home country.

The costs of the coffin, burial, embalming and ceremony, unless they are made obligatory by local legislation, shall not be borne by AXA ASSISTANCE.

ACCOMPANYING THE DECEASED

If, following the death of an Insured not accompanied during his/her Stay/Visit, it transpires that the presence of a member of his/her family is necessary to identify the body and/or participate in the formalities of repatriation or cremation, **AXA ASSISTANCE** shall make available to a close relative, who has remained in the Home country, a return air ticket (tourist class) or train ticket (1st class) to enable him/her to go to the place where the deceased is located.

AXA ASSISTANCE shall meet the accommodation expenses limited to a maximum of **Eighty Euros (€80)** per day for a maximum period of four days.

EARLY RETURN OF THE INSURED FOLLOWING THE DEATH OR HOSPITALISATION OF A RELATIVE OF THE INSURED

If the Insured has to interrupt his/her Stay owing to the death or Hospitalisation for more than 5 days of his/her Spouse/ Partner, a relative in direct line of ascent or descent, a brother or sister, a father-in-law or mother-in-law, a son-in-law or daughter-in-law, or a brother-in-law or sister-in-law, **AXA ASSISTANCE** shall make available and meet the cost of a return air ticket (tourist class) or train ticket (1st class) from the place where the Insured is staying to the place of burial or Hospitalisation in the Insured's Home country. This cover is only valid once in every 12 month period.

ATTENDANCE AT THE INSURED'S BEDSIDE IN HOSPITAL

If the Insured is Hospitalised and if his/her condition prevents repatriation to his/her home address, **AXA ASSISTANCE** shall make available to a member of his/her family a return air ticket (tourist class) or train ticket (1st class) to go to his/her bedside; this shall solely be for departure from the Insured's Home country.

AXA ASSISTANCE shall arrange hotel accommodation for that person and shall meet his/her expenses, actually incurred, on presentation of original supporting documents, **up to a maximum of Eighty Euros (€80) per day for a maximum period of ten days.**

It is pointed out that coverage shall strictly and solely extend to the costs of renting the hotel room, to the exclusion of any other expenses.

SENDING ESSENTIAL MEDICINES THAT CANNOT BE FOUND LOCALLY

If it is impossible for an Insured travelling abroad to find locally the medicines needed for his/her health or their equivalents, **AXA ASSISTANCE** shall look for them and dispatch them as soon as possible, in so far as national and international legislation permits.

This cover can under no circumstances be granted in connection with:

- Long-term treatment which requires regular consignments spread throughout the period of the stay.
- A request for vaccine.
- Contraception.

MEETING THE COST OF EXTENDING THE INSURED'S STAY

If the Insured's state of health does not require his/her Hospitalisation, if **AXA ASSISTANCE** cannot bring about his/her repatriation and if the scheduled period of the assignment has ended, **AXA ASSISTANCE** shall meet the costs of extending his/her stay up to **Eighty Euros (€80) per day** until he/she is repatriated, **subject to a maximum of Ten Days, that is, Eight Hundred Euros (€800)** for the entire benefit.

EXCLUSIONS AND LIMITATIONS SPECIFIC TO ASSISTANCE COVERS

Apart from all of the exclusions specified in the present General Conditions,

AXA ASSISTANCE SHALL NOT BE LIABLE:

- in cases where the Insured has deliberately breached the laws in force in the countries that he/she is crossing or in which he/she is temporarily staying;
- in the case of requests for assistance relating to events occurring as a result of the Insured's participation as a competitor in sports competitions,

bets, matches, contests, car rallies or their trials, they shall be excluded, as well as the organisation of search and rescue operations associated with such events.

Moreover, AXA ASSISTANCE:

- shall only be liable up to the limit of the agreements given by the local authorities;
- can under no circumstances take the place of the local emergency services, nor meet the costs thus incurred;
- Shall not be held liable for failures or mishaps in the execution of the obligations resulting from cases of force majeure or events such as Civil or Foreign War, revolution, civil commotion, riots, strikes, seizure or restraint by the law-enforcement agencies, official prohibition, piracy, hijacking, explosion of devices, nuclear or radioactive effects or prevention due to climate.

CANCELLATION OF YOUR POLICY

Statutory Cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or for annual multi trip policies the renewal date (the Cancellation Period) by writing to or calling us at the address or number shown on your travel insurance certificate during the Cancellation Period. Any premium already paid will be refunded to you providing you have not travelled and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred. Any Cancellations after this 14 day period will not be refunded.

Cancellation Outside The Statutory Period

You may cancel this policy at any time after the Cancellation Period by writing to us at the address shown on your travel insurance certificate. If you cancel after the Cancellation Period no premium refund will be made.

We reserve the right to cancel the policy by providing 21 days notice by registered post to your last known address. No refund of premium will be made.

Non payment of premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

PREMIUM

The premium shall be determined according to the period of Insurance and the total cost of the Stay/Visit.

Clarification: the premium shall not be refundable in the event of cancellation or interruption of the Stay/Visit.

MISCELLANEOUS CLAUSES

EXPERT ASSESSMENT IN THE EVENT OF DISAGREEMENT

If there is a dispute of a medical nature, each party shall appoint its doctor, in order to organise a joint expert assessment.

Should these doctors fail to reach an agreement, they shall appoint a third doctor in order to make a final decision.

Should one of the parties fail to appoint its doctor or should the doctors representing the parties fail to agree on the choice of the third doctor, the appointment shall be made by the President of the High Court in the area where the Insured's home is situated, if he/she is domicile in France, or the President of the High Court of Paris, if the Insured is domiciled abroad.

Each party shall retain for its account the fees and expenses for the participation of the doctor whom it appointed; those for the participation of the third doctor shall be shared equally between them.

Where the consequences of the Loss are aggravated by the existence of any pre-existing medical condition, a psychological condition, or by the Insured's neglect or his/her refusal to undergo the medical treatment necessitated by his/her condition, the benefit shall be fixed according to the consequences that the said Loss would have had on a person of normal health, not having any disability and having undergone appropriate medical treatment.

CONDUCT OF PROCEEDINGS

The Insurer shall meet the costs and fees of any inquiry, investigation, expert assessment or lawyers as well as the costs of litigation. These costs and fees shall be deducted from the applicable limit of liability.

Where the Insurer takes over the conduct of the defence of the Insured, that does not mean that the Insurer waives the right to make use of any cover exclusions or restrictions of which it was not aware at the actual time when it took over the aforesaid defence.

In the event of criminal proceedings where civil interests are or will be pursued in connection with those proceedings or any other subsequent proceedings, the Insured undertakes to involve the Insurer in its defence without that undertaking altering the scope of the present policy's cover.

Under threat of Forfeiture, the Insured must not interfere in the conduct of the proceedings where the subject-matter of the proceedings comes under the "Non-Occupational Life Liability" cover.

COMPROMISE SETTLEMENT

The Insurer shall alone have the right, within the limits of its coverage, to reach compromise settlements with the injured parties.

No compromise settlement or admission of liability without the consent of the Insurer can be invoked against it.

However, the acknowledgement of a material fact shall not be considered to be an admission of liability, nor the mere fact of having obtained urgent help for the victim, where this constitutes assistance that any person has the moral duty to provide.

TIME-BAR

In accordance with article L.114-1 of the Insurance Code, any actions deriving from the present insurance policy shall be time-barred two years after the event giving rise to them. However, this period shall only commence:

1. In the event of non-disclosure, omission, misrepresentation or inaccuracy concerning the risk in question, from the date on which the Insurer becomes aware of same;
2. In the event of a Loss, from the date on which the interested parties become aware of same, if they can prove that they did not know about it until then.

When the reason for the Insured's action against the Insurer is third party recourse, the time-bar period shall only run from the date on which this third party brought legal action against the Insured or was indemnified by the latter.

The time-bar shall be increased to ten years in the case of actions brought by the Beneficiaries in the event of the Insured's Death.

The time-bar shall be interrupted for any of the ordinary reasons for interruption of a time-bar and by the appointment of experts/adjusters following a Loss. The time-bar on the action may also be interrupted by the dispatch of a registered

letter with advice of delivery sent by the Insurer to the Insured as regards an action for payment of the premium and by the Insured to the Insurer as regards settlement of the indemnity

SUBROGATION

Up to the amount of the costs that it has incurred, the Insurer shall be subrogated, in accordance with the terms of Article L 121-12 of the Insurance Code, to the rights and remedies of the Insured with respect to any party responsible for the Loss.

Similarly, where all or part of the benefits granted in pursuance of policy covers are covered wholly or partly by an insurance policy, a sickness insurance organisation, Social Security or any other institution, the Insurer shall be subrogated to the rights and remedies of the Insured with respect to the above-mentioned organisations and policies.

MEDIATION

In the event of disagreement with the Insurer, the Insured or Member shall be entitled, before any legal proceedings, to refer the matter to the Insurance Mediator (or Ombudsman) at the following address:

Le Médiateur de la Fédération Française des Sociétés d'Assurances [The Mediator of the French Federation of Insurance Companies], BP 290, 75425 PARIS CEDEX 09.

MISREPRESENTATION (ARTICLES L. 113-8 AND L. 113-9 OF THE INSURANCE CODE)

Besides the ordinary grounds for nullity and for reducing the benefits, the Insurance Policy shall be rendered null and void in the event of non-disclosure or fraudulent misrepresentation on the part of the Insured, where this non-disclosure or fraudulent misrepresentation changes the nature of the risk or downgrades the Insurer's evaluation of same, even if the risk omitted or altered by the Insured had no effect on the Loss.

INFORMATION ON THE INSURED

In using these benefits you also agree we may:

- a) disclose and use information about you and your benefits – including information relating to your medical status and health – to companies within the AXA Assistance Group of companies worldwide, our partners, service providers and agents in order to administer and service your benefits, process and collect relevant payments and for fraud prevention;
- b) undertake all of the above within and outside the

European Union (EU). This includes processing your information in countries in which data protection laws are not as comprehensive as in the EU. However, we have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries as there is in the EU; and

- c) monitor and/or record your telephone calls in relation to cover to ensure consistent servicing levels and account operation.

We use advanced technology and well defined employee practices to help ensure that your information is processed promptly, accurately and completely and in accordance with applicable data protection law.

If you want to know what information is held about you by the AXA Assistance Group, please write to:

AXA Travel Insurance, Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, United Kingdom

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly.

RESPECT FOR THE ECONOMIC AND COMMERCIAL SANCTIONS

Whenever coverage, benefit or claim payment provided by this policy would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, national law or United States of America, such coverage, benefit or claim payment shall be null and void.

INTER PARTNER ASSISTANCE

Benefits under this Policy are underwritten by Inter Partner Assistance SA (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised by the National Bank of Belgium. Some of the services under this Policy will be provided by IPA's agent, AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.



Chapka Assurances

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Société de courtage d'assurances
SAS au capital de 80 000 euros
N° de RCS : Paris B 441 201 035

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