



# CAP WORKING HOLIDAY



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QUATREM, GENERAL TERMS AND CONDITIONS N° 0027921 10000 002

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# CAP WORKING HOLIDAY



## WHAT TO DO IN THE EVENT OF A CLAIM?

### HOW TO CONTACT OUR EMERGENCY DEPARTEMENT ?

#### HOSPITALIZATION, REPATRIATION, EARLY RETURN

Please indicate:

- Your first name and surname,
- Your contact details (address, telephone number)
- Your subscription number
- Your contract number IB1900383FRCA1



Call the assistance center  
available 24/7

**+33 (0)1 41 85 93 16**

### MEDICAL EXPENSES REFUND

#### FOR THE REFUND OF MEDICAL EXPENSES

- a copy of your working holiday visa
- Your bank account details (IBAN)
- a copy of the national identity card
- Original and detailed bills along with the proof of payment
- Medical Prescriptions
- The medical filed compiled by the doctor stamped, dated and signed (document you received by email when you subscribed)
- In case of an accident: police report
- In case of hospitalization: hospitalization report And /or any proof of visiting the emergency room (report indicating the raison for your visit, the current and the future treatment).

For medical expenses < 500 €, please scan the invoices and report your claim online at:  
[www.chapkadirect.com/sinistre](http://www.chapkadirect.com/sinistre)

For medical expenses > 500 €: please send the original documents in a sealed envelope addressed to the "medical advisor":



**Aon France / Chapka Assurances**  
31-35 rue de la Fédération  
75015 Paris  
France

**Please keep the original documents, they may be requested by the Insurer.**

**Please make sure you get the report before leaving the hospital. Once you leave, it will be more difficult to get.**

### OTHER INSURANCE GUARANTEES (BAGGAGES, CIVIL LIABILITY, INDIVIDUAL ACCIDENT)

#### REPORT YOUR INCIDENT

Indicating the policy number IB1900383FRCA1 :  
-Within 5 days for Civil liability and individual accident cover,  
-Within 2 days for theft  
In case of theft, the Insured person must file a complaint with the local authorities and within the 24 hours following the incident. In order to be covered, this complaint must include and describe the stolen objects.

#### ONLINE CLAIM REPORT

Please upload the documents to



Online:  
<http://www.chapkadirect.com/sinistre>  
We may request the original documents, please keep them.



# CAP WORKING HOLIDAY



## TABLE OF BENEFITS

### MEDICAL EXPENSES AND HOSPITALIZATION

#### ACTS

#### MAXIMUM LIMITS:

**HOSPITALIZATION** (Hospitalization of more than 24 hours and childbirth are subject to prior agreement from the insurer)

Costs of the stay, fees, other medical costs, transportation by ambulance

100% of actual costs

Daily hospital allowance

30 Euros per day of hospitalization from the 6th to the 10th consecutive day of hospitalization and once during the membership validity period

Maternity: pregnancy-related treatments, childbirth by vaginal delivery or Caesarean subject to the provisions of article 1.6.3 (Start date & Duration of the cover) (It is specified that this benefit does not apply to insured persons having a working holiday visa in Canada)

75% of actual costs and 7,500 Euros for the whole membership period

#### COMMUNITY MEDICINE (EXCLUDING HOSPITALIZATION)

- Medical consultations
- Medical visits
- Medical assistants
- Medical analyses
- Technical medical acts
- Medical imaging,
- Drugs/medicines (except vaccines, means of contraception)

100% of actual costs

Physiotherapy (medically prescribed) :

75% of real cost (10 rounds max. and once during the membership validity period)

#### DENTAL COSTS

Dressings, fillings, root canal work or extraction

• IF THE EXPENSES ARE DUE TO AN ACCIDENT :  
100% of actual costs and 440 Euros per tooth with a maximum of 1,300 Euros per claim.

• IN OTHER CASES :  
100% of actual costs and 500 Euros per year.

#### OPTICAL COSTS ONLY IN THE EVENT OF AN ACCIDENT

Frames, lenses, contact lenses

100% of actual costs and 200 Euros for the membership period

## OVERSEAS ASSISTANCE

## MAXIMUM LIMITS:

| ASSISTANCE TO PERSONS IN CASE OF ILLNESS OR INJURY OR DEATH         |   |
|---|---|
| Transport/Repatriation  | Real expenses                                     |
| Return of accompanying person(s) and coverage of charges for stay   | Roundtrip ticket and €50 per night (maximum €500) |
| Presence during hospitalization                                     | Billet AR et 50 € par nuit (maximum 500 €)        |
| Prolongation of the stay of the Insured                             | Return ticket and €50 per night (maximum €500)    |
| Early return in case of hospitalization or death of a family member | Roundtrip ticket                                  |
| Transport of the body   | Real expenses                                     |
| Expense for coffin or urn   | €2,000  |

| DURING THE TRIP   |                                 |
|---|---------------------------------|
| Advance of bail bond while abroad   | €7,500                          |
| Coverage of legal fees while abroad   | €3,000                          |
| Expenses for search and rescue at sea and in the mountains  | €5,000/person and €25,000/event |
| Sending of urgent messages (from abroad only)   | Shipping expenses               |
| Expedition of medications   | Shipping expenses               |
| Assistance in case of theft, loss or destruction of documents of identification or means of payment | Advance of funds of €500        |
| Psychological support   | 3 calls                         |

## INSURANCE GUARANTEES

## MAXIMUM LIMITS

| BAGGAGES  |          |
|---|----------|
| Theft, total or partial destruction, loss during transport by a transport company | €2,000   |
| Deductible  | €25/case |
| Indemnities for late delivery of baggage > 24 hours                               | €150     |
| Charges for reestablishment of documents of identification                        | €150     |

| INDIVIDUAL ACCIDENT DURING TRAVEL      |         |
|--|---------|
| Death benefit                          | €10,000 |
| Capital for Total Permanent Disability | €50,000 |

## INSURANCE GUARANTEES

## MAXIMUM LIMITS

### CIVIL LIABILITY PRIVATE LIVE WHILE ABROAD

|  |                         |
|--|-------------------------|
| Total ceiling of guarantee   | €4,000,000/event        |
| - Including bodily harm and consequential losses following covered bodily harm         | 4 000 000 € / événement |
| - Including property damage and consequential losses following covered property damage | €450,000/event          |
| - Deductible   | €80                     |

### CIVIL LIABILITY RENTALS WHILE ABROAD

|                            |                |
|----------------------------|----------------|
| Total ceiling of guarantee | €100,000/event |
| - Deductible               | €80            |

### FLIGHT DELAY

|   |                                    |
|---|------------------------------------|
| Flight delay due to disruption of connecting flight, for technical or atmospheric reasons | Payment of a set indemnity of €300 |
|---|------------------------------------|



**Aon France trading under the trademark Chapka Assurances.**

Head office | 31-35 rue de la Fédération | 75717 Paris Cedex 15 France | t +33(0)1 47 83 10 10 | aon.fr

ORIAS N°07 001 560 | Simplified joint-stock company with a capital of 46 027 140 euros | Paris Trade and Companies

Register N°: 414 572 248 | European Union VAT N°: FR 22 414 572 248

Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.



# CAP WORKING HOLIDAY



## QUATREM, CONTRACT

### GLOSSARY

The following terms are used in this contract:

Unless specified otherwise in the cover details, the following definitions will be considered to have the meanings attributed to them hereafter on the date of the incident concerned:

#### THE INSURER

**QUATREM**, Insurance public limited company with a capital of 510 426 261 euros, subject to the French Insurance Code, located at 21 rue Laffitte - 75009 Paris, France. Company of the **Malakoff Mederic Humanis** group.

#### THE POLICYHOLDER

**The Chapka non-profit organisation** which has concluded the insurance policy with the insurer. This is a non-profit organisation constituted under the law of 1901, the registered office of which is situated at 31-35 rue de la Fédération 75717 Paris Cedex 15 France.

#### THE MEMBER

A natural person, a member of the Chapka non-profit organisation meeting the enrolment conditions detailed in article 3.2.1 (Conditions for enrolment in the contract), and enrolled in the contract.

#### THE INSURED PARTY

Is considered as the Insured party:

- a natural person, designated by the Policyholder, domiciled in the European Economic Area, DROM, New Caledonia and French Polynesia.

The insured party is a natural person aged 18 to 35 years old, going Abroad to exercise a professional activity on a temporary basis and benefiting from a Working Holiday visa or any other equivalent visa (bridging visa, visa subclass 417 and 462 for Australia, Young professional or Stage coop international visa) for a maximum duration of 12 months or 24 months for workers holding a Working Holiday visa for Canada.

In this policy, Insureds are also referred to as "you".

#### ACCIDENT

Any harm to the physical integrity, which is not intentional and coming from the sudden and unforeseeable action of a cause external to the insured party.

#### SERIOUS AND UNEXPECTED ILLNESS

Means any sudden and unforeseeable alteration of the health noted by a competent medical authority requiring an immediate medical treatment which cannot await the return to the country of residence.

#### SOCIAL SECURITY

The French general health insurance scheme for salaried employees.

#### LOCAL SOCIAL SECURITY SYSTEM

The social security system applicable in the insured party's temporary country of stay.

#### 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.

#### APPLICABLE MEDICAL PRACTICE

Refers to a medical act corresponding to the treatment usually practised to treat the pathology in question in compliance with the generally accepted ethical standards, excluding experimental treatments, clinical trials or medical research.

#### HOSPITALIZATION

The insured party's admission to a healthcare establishment (hospital or clinic) to undergo a surgical operation or medical treatment.

The following are also included within the present definition: day admissions and home hospitalization when these are medically justified.

#### PLANNED TREATMENT

Treatment is said to be "planned" when it is scheduled more than TWENTY FOUR HOURS before being performed.

#### HOLIDAY

A stay for tourism purposes outside the temporary country of stay for less than :

- NINETY (90) consecutive days declared to the insurer in the event of a holiday outside the Home country,
- THIRTY (30) consecutive days declared to the insurer in the event of a holiday in the Home country.

#### CONTRACTUAL CURRENCY

The euro.

The services and benefits served under the terms of the contract are calculated on the treatment date based on the exchange rates published by the Banque de France on the date of the said treatment.

According to the case in question, these may be paid in the local currency:

- To the insured party, with the latter bearing the cost of any possible exchange-rate variations,
- To the establishment having provided the health care, with any possible exchange-rate variations being borne by the insurer.

The list of possible currencies is available from the insurer upon request.

#### AGE CALCULATION

The age is calculated by deducting the year of the person's birth from the year they were enrolled in the plan.

#### HOME

Home is considered as your principal and usual place of residence. It is located in the European Economic Area, DROM, New Caledonia and French Polynesia.

## 1. COVER DETAILS

### 1.1 COVER DETAILS

The following acts will be covered by the insurer in accordance with the conditions detailed in part 2 (Cover for medical and surgical costs), and if need be, as a complement to the Social security reimbursements, the local Social security system or any other health insurance for medical costs that he/she would benefit from.

### 1.1.1 HOSPITALIZATION

Hospitalisation of more than 24 hours and childbirth are subject to prior agreement from the insurer:

#### ACTS

#### Costs of the stay, fees, other medical costs, transportation by ambulance

Maximum limits:

100% of actual costs

#### Daily hospital allowance

If the insured person is the victim of a covered Accident or a Serious and unexpected illness

Maximum limits:

30 Euros per day of hospitalization from the 6th to the 10th consecutive day of hospitalization and once during the membership validity period

#### Maternity:

Pregnancy-related treatments, childbirth by vaginal delivery or Caesarean subject to the provisions of article 1.6.3 (Start date & Duration of the cover)

Maximum limits:

75% of actual costs and 7,500 euros for the whole membership period

(Notice that maternity coverage does not apply to insured persons having a working holiday visa in Canada.)

### 1.1.2 COMMUNITY MEDICINE (EXCLUDING HOSPITALIZATION)

#### Medical consultations

#### Medical visits

#### Medical assistants

#### Medical analyses

#### Technical medical acts

#### Medical imaging,

#### Drugs/medicines

#### (except vaccines, means of contraception)

Maximum limits:

100% of actual costs

#### Physiotherapy (medically prescribed)

Maximum limits:

75% of real cost (10 rounds max. and once during the membership validity period)

### 1.1.3 DENTAL COSTS

#### Dressings, fillings, root canal work or extraction

Maximum limits:

100% of actual costs and 440 Euros per tooth with a maximum of 1,300 Euros per claim if the expenses are due to an accident.

Maximum limits:

100% of actual costs and 500 Euros per year in others cases.

### 1.1.4 OPTICAL COSTS ONLY IN THE EVENT OF AN ACCIDENT

#### Frames, lenses, contact lenses

Maximum limits:

100% of actual costs and 200 Euros for the membership period

## 2. COVER FOR MEDICAL AND SURGICAL COSTS

### 2.1 PURPOSE OF THE COVER

The purpose of the cover is to provide a refund, **not exceeding the costs actually incurred by the insured party**, for all or part of the healthcare costs incurred **following a serious and unexpected illness, maternity or accident** both in the beneficiary's private life and during his temporary professional activity.

The cover is supplementary to that provided for the insured party by the local security system or from the 1st Euro when the insured party does not benefit from the above-mentioned cover.

In all circumstances, and pursuant to article 2.5 (Cumulative insurance), the cover may not exceed the total sums actually incurred by the insured party.

## 2.2 BENEFITS

The medical acts covered by the insurer are those defined in part 1 (Cover details) on condition that they are:

- Prescribed or practised by a competent medical authority as defined in the glossary,
- Recognised by the same authority as medically appropriate and vital to the treatment of the pathology in question both in terms of quantity and quality,
- Compliant with the applicable medical practices as defined in the glossary,
- Charged at a reasonable cost in relation to that habitually practised for the treatment in question in the country in which it is dispensed,
- Preferably practised in the public sector or by fund doctors when these sectors exist in the country in which the person is temporarily staying,
- AND they are not subject to exclusion as mentioned in article 2.6 of the contract (Exclusions).

The cover considered as admissible by the insurer when calculating the reimbursements will be that applicable on the date on which the treatment was provided by the health professional.

Medical coverage abroad ceases if the insured refuses the proposed repatriation.

### 2.2.1 HOSPITALIZATION

Reimbursement for medical or surgical hospitalization lasting more than 24 hours or for childbirth is subject to prior agreement from the insurer in accordance with the conditions mentioned in article 2.2.1.1 (Conditions for obtaining the insurer's prior agreement) shown below. Furthermore, at the same time the insurer may issue a confirmation of the direct payment of hospital costs.

#### 2.2.1.1 CONDITIONS FOR OBTAINING THE INSURER'S PRIOR AGREEMENT

The insured party must supply the following to the insurer's consulting physician at the address shown in article 3.7 (Miscellaneous provisions), in a sealed envelope marked "Secret médical/ Confidential medical information":

- **Before the start of any period of hospitalization of more than 24 hours:** the prescription from the health professional accompanied where appropriate by the results of analyses and medical imaging sessions performed beforehand, and the detailed estimate,
- **In the case of maternity:** at the end of the THIRD MONTH of pregnancy, a pregnancy declaration. Notice that maternity coverage does not apply to insured persons having a working holiday visa in Canada.

In the event of unforeseeable or unavoidable circumstances outside the insured party's control, preventing him from complying with the above-mentioned deadlines, the insured party or the hospital is required to submit the request for cover as soon as he/it is able to do so, **failing which the treatment will not be covered by the insurer.**

The prior approval issued by the insurer confirms its agreement, confirms the type of treatment proposed in view of the pathology in question, the prices negotiated with the hospitals concerned, and informs the insured party of the total amount to be reimbursed. The prior agreement is valid for ONE month on condition that the insured party still possesses the appropriate capacity on the actual treatment date and that he/she is still a member.

### 2.2.1.2 PAYMENT OF HOSPITAL COSTS

At the same time as the prior approval detailed above, the insurer may issue a confirmation of direct payment of hospital costs for the benefit of the insured party.

Consequently, the insurer may replace the insured party concerned for the payment of the charges remaining at his cost and payable to the hospital, in accordance with the conditions detailed in the contract, and subject to the provisions of article 2.6 (Exclusions).

### 2.2.2 OTHER TREATMENTS

For those acts which are not subject to prior approval (Hospitalization of less than 24 hours, Community medicine, Dental or optical costs), the insurer may have the insured party undergo a medical inspection in accordance with the conditions detailed in article 2.2.2.1 (Medical examination). In the event of contestation, the insured party may trigger the arbitration procedure provided for in this same article when necessary.

Following this inspection, the insurer reserves the right to refuse or reduce reimbursement for any act which it considers unjustified medically and/or charged without reference to the reasonable prices usually practised for the treatment in question.

#### 2.2.2.1 MEDICAL EXAMINATION

On pain of forfeiture of cover, the insurer reserves the right to demand the following from the insured party:

- Any proof or information it considers necessary in order to verify the declarations submitted to it,
- That the insured party undergoes a medical examination in order to verify his state of health, the medical opinions and any supporting items of proof he may have supplied.

During the medical examination, the insured party has the option of having his attending physician or any other doctor of his choice present.

Following this examination, in the event of disagreement between the insured party's doctor and that of the insurer concerning the assessment of the insured party's state of health, the parties and their doctors may select an a third party assessor to act as an umpire under the terms of an agreement signed by the insurer and the insured party.

Should they fail to agree on this choice, the umpire will be appointed at the request of the most vigilant party, by the presiding judge of the Tribunal de Grande Instance (district court) of Paris.

Each party will pay its own doctors' fees. The costs and fees of the umpire will be borne in all cases on a 50-50 basis by the two parties.

## 2.3 THE PAYMENT OF BENEFITS

### 2.3.1 CLAIMING PERIOD

Requests for reimbursement should be sent by the insured party within the FIFTEEN days following the date of the treatment or the receipt of the invoice for hospitalization, to the address mentioned in article 3.7 (Miscellaneous provisions).

along with the prescriptions, the original invoices duly paid and, when appropriate, the prior agreement provided by the Insurer as mentioned in article 2.2.1.1 (Conditions for obtaining the insurer's prior agreement) except if the Insurer has granted a payment.

If the Insurer has granted a payment, the hospital must claim the reimbursement to the Insurer by sending the invoice as soon as possible.

In all circumstances, and pursuant to the legal provisions stated in article 3.6.2 (Limitation periods) of the present contract, requests for reimbursement will no longer be considered valid following the expiry of a period of TWO years as from the treatment date.



### 2.3.2 CLAIMING TERMS AND FORMALITIES

Requests for reimbursement are to be accompanied by:

- by a copy of the insured's visa
- by the insured's bank details,
- a copy of the national identity card or passport,
- by the itemized original invoices along with proof of payment,
- by medical prescriptions,
- by the medical questionnaire - to be provided at the time insurance is taken out - filled out, stamped, dated and signed by a health professional
- by a police report (in the event of an accident),
- by a hospital discharge report in the event of hospitalization, and emergency visits (specifying the reason for the insured's visit, current treatment and any follow-up required).
- the prior approval issued by the insurer in accordance with the conditions detailed in article 2.2.1.1. (Conditions for obtaining the insurer's prior agreement)

If, when requesting a reimbursement, the insurer intentionally supplies documents which are false or which have been tampered with, he runs the risk of criminal action being taken against him, in addition to his membership being declared void and the loss of all entitlement to a refund.

## 2.4 MAINTENANCE OF THE COVER OUTSIDE THE TEMPORARY COUNTRY OF STAY

For as long as the membership remains applicable, the treatment covered by the present contract, practised outside the temporary country of stay declared to the insurer, will be covered subject the following conditions:

### 2.4.1 TREATMENTS PERFORMED OUTSIDE THE TEMPORARY COUNTRY OF STAY AND OUTSIDE THE HOME COUNTRY

Cover is maintained under the terms of the contract **only in cases of holiday.**

### 2.4.2. TREATMENTS PERFORMED UPON RETURN TO THE HOME COUNTRY

#### 2.4.2.1. IN CASES OF HOLIDAY IN THE HOME COUNTRY

The cover is maintained in accordance with the conditions mentioned in article 2.4.2.3 (Level of cover maintained) detailed hereafter.

#### 2.4.2.2 IN THE CASE OF EARLY AND FINAL RETURN TO THE HOME COUNTRY

The cover is maintained for the beneficiary following his final return to the Home country before the end of the stay declared to the insurer and mentioned on the enrolment certificate in accordance with the conditions mentioned in article 2.4.2.3 (Level of cover maintained) detailed hereafter.

The maintenance of the cover will continue for as long as the insured party is unable to receive cash benefits from the Social Security system and to the end of a maximum period of **NINETY DAYS** calculated as from his date of early final return to the Home country.

In all cases, it will cease on the end date for the stay declared to the insurer and mentioned on the enrolment certificate except in the event of repatriation to the Home country on health grounds.

#### 2.4.2.3 LEVEL OF COVER MAINTAINED

The benefits paid by the insurer are equivalent to those which the Social Security system would have paid if it had been involved, not exceeding the following ceilings:

- Hospitalization of more than 24 hours/childbirth: 1,000,000 Euros for the whole membership period,
- Other treatments (Hospitalization of less than 24 hours, Community medicine, Dental and optical costs): 15,000 Euros for the whole membership period

The benefits are paid pursuant to the provisions of the Social Security Code, concerning among other things the health care pathway, the fixed premiums and deductibles, the definitions of which are detailed below

### HEALTH CARE PATHWAY

Interview with the general physician chosen by the insured party before being referred to another doctor, except in emergency situations, stays away from home or when direct access to a specialist is authorised (ophthalmologist, gynaecologist and - for patients aged under 26 years old - psychiatrist or neuropsychiatrist). The health care pathway concerns patients aged 16 and over.

### FIXED CONTRIBUTION

#### (ARTICLE L.160-13 OF THE SOCIAL SECURITY CODE)

A fixed sum which is not reimbursed by the Social Security system. This fixed contribution, which is at the insured party's cost, concerns consultations, the acts of doctors and biological acts.

**The fixed contribution is not reimbursed by the insurer.**

### DEDUCTIBLE

#### (ARTICLE L.160-13 OF THE SOCIAL SECURITY CODE)

The deductible is a sum deducted from the reimbursements made by the Social Security system for pharmaceutical costs, the acts of medical assistants and health-related transport costs with the exception of emergency transport.

**The deductible is not reimbursed by the insurer.**

## 2.5 CUMULATIVE INSURANCE

The cover is provided in addition to that provided for the insured party from the local Social Security system and from the first Euro when the insured party does not benefit from the above-mentioned cover.

**In all circumstances, the cumulative reimbursements paid by the insurer, and where applicable by the local Social Security of the insured party if he qualifies for it, and by any other organisation may not exceed the level of expenditure incurred for the treatment in question.**

Furthermore, if the risks covered by the contract are or subsequently become covered by other insurance policies, the insured party must declare this to the insurer at the time of enrolment and throughout the entire membership period.

Cover of the same kind will produce its effects up to the limits of each cover agreement, regardless of their subscription date Up to this limit, the insured party may obtain indemnification by contacting the organisation of his choice.

Each organisation's contribution is then determined in compliance with the provisions of article L121-4 of the Insurance Code.

## 2.6 EXCLUSIONS

The following will not be covered by the insurer:

#### TREATMENTS:

- Resulting from deliberate acts by the insured party,
- Resulting from a suicide attempt,
- Performed or scheduled before the start date of the insured party's enrolment in the contract,
- Performed or scheduled after the termination date of the insured party's membership of the contract or the cancellation date of the contract or the cessation date of the cover concerned,
- Carried out when the insured party is under the influence of alcohol as noted medically or by a competent authority or under the influence of drugs which are not medically prescribed or exceeding the medically prescribed doses,
- Which are not prescribed medically,
- Which are not performed by a competent medical authority as defined in the glossary,

- Which are inappropriate in view of the pathology concerned,
- Which are not charged at an average cost in relation to that usually practised for the treatment in question,
- Which would have normally been practised free of charge in the absence of the present contract,
- Which are not practised by a health professional possessing the necessary diploma to practice his profession in the country in which the treatment is administered,
- Which have not been subject to prior approval from the insurer in the cases provided for in article 2.2 (Benefits)
- Which are refused by the insurer following a request for prior approval pursuant to article 2.2 (Benefits),
- Which are practised outside the temporary country of stay declared to the insurer, unless the provisions of article 2.4 apply (Maintenance of the cover outside the temporary country of stay)
- Which become necessary when the insured party has refused to undergo medical treatment necessary to his state of health,
- Following an accident caused by the insured party's drunken condition, as confirmed by a level equivalent to or exceeding that defined in the Road Traffic Act applicable in France at the time of the accident,
- Dental treatments other than those mentioned in part 1 (Cover details),
- maternity coverage for insured persons having a working holiday visa in Canada

#### STAYS

- In a rest home or a care home for a period exceeding 30 days,
- In a long stay establishment,

#### TREATMENTS:

- Against obesity, slimming,
- For rejuvenation purposes,
- Concerning sterility or fertility
- Experimental treatments.
- Of allergies,
- Of sexually transmissible diseases

#### THE FOLLOWING COSTS:

- pre-natal treatment
- Physiotherapy costs,
- Cosmetic surgery costs,
- Of osteopathy, chiropractic treatment, ethiopathy, acupuncture, naturopathy, hypnotherapy and sophrology
- Optical costs other than those mentioned in part 1 (Cover details),
- Pre-marital medical examinations,
- Hotel costs,
- The cost of repatriating the insured party (for this cover please refer to the Europ Assistance Policy page 30),
- Assistance costs of any form,
- Ancillary or non-medical costs in the event of hospitalization such as: telephone, television, Internet connection, drinks.
- the following dermatological acts :
  - Acne
  - Allergies (except first manifestation)
  - Bunions or corns and calluses on feet
  - Warts
  - Eczema
- consulting fees that are not the result of a condition or prescribed treatment

THE PERCENTAGE OF THE COST COVERED BY THE SOCIAL SECURITY SYSTEM OR THE LOCAL HEALTH INSURANCE SYSTEM OR BY ANY OTHER HEALTH CARE COVERAGE BY WHICH THE BENEFICIARY IS COVERED,

THE DEDUCTIBLE AND THE FIXED CONTRIBUTION AS DEFINED IN ARTICLE 2.4 (MAINTENANCE OF THE COVER THE TEMPORARY COUNTRY OF STAY).

#### PHARMACEUTICAL PRODUCTS.

##### DRUGS & MEDICINES:

- Which are not prescribed by a competent medical authority as defined in the glossary,
- Which are used in excess of the prescribed doses,
- Which are used for non-therapeutic purposes,
- Vitamins, minerals, food or dietary supplements, even if these had been prescribed medically for their therapeutic effects.

##### CONSULTATIONS WITH DIETICIANS,

##### GENETIC TESTS,

##### HEALTH CHECK-UPS,

##### ORGAN TRANSPLANTS.

#### ACCIDENTS AND ILLNESSES RESULTING FROM:

- Fights, bets and wagers of all kinds,
- War, riots, social upheaval, attacks or terrorist acts, if the insured party took an active part,
- Any sports activity which is not represented by a sports federation, practised by the insured party,
- Any sports activity practised by the insured party without respecting the basic safety rules recommended by the public authorities or the sports federation for the activity concerned,
- The insured party's participation in any sport and/or competition on a professional basis,
- Any amateur sport practised requiring the use of a landbased, airborne or aquatic motor/engine-driven vehicle,
- The use by the insured party, as a pilot or passenger, of a hang glider, a paraglider, a parachute, a microlight aircraft or any other similar device,
- The use by the insured party, as a driver or passenger of a motorcycle which engine size exceeds 125 cm<sup>3</sup>,
- Failure to respect the safety conditions specified by the regulations in force relative to the wearing of the helmet for mopeds, motorcycles whatever the engine size and quads,
- Lack of a licence required to drive a land based motor vehicle
- Practising extreme sports including base jumping, sky surfing, sky flying, zorbing, acrobatic exercises, street luge, speed riding, diving with tanks at depths of more than 40 metres or practised alone, hiking and rambling on unmarked trails or requiring ropes, ice axes or crampons or at an altitude of more than 4,000 metres,
- Failure to comply with safety or repatriation measures ordered by the competent authorities following a deterioration in safety and security or health conditions in the insured party's temporary place of stay.

#### TREATMENTS RELATED TO:

- Psychiatric, neuropsychiatric or psychological disorders, any symptoms or condition justifying neuropsychological treatments, and in particular, nervous breakdown, anxiety, stress, personality and/or behavioural disorders, fibromyalgia, eating disorders, chronic fatigue,
- 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,
- The consumption of any non-medically prescribed drugs

## 3. GENERAL PROVISIONS

### 3.1 CONTRACTUAL PURPOSE

This contract is a group insurance contract with individual membership, taken out by the Chapka non-profit organisation on behalf of its members meeting the enrolment criteria described in article 3.2 (Conditions and formalities for enrolment in the contract) the purpose of which is to obtain the reimbursement of all or part of the health costs incurred **in the event of accidents, serious and unexpected illness or maternity affecting** the insured party, in accordance with the conditions mentioned in part 1 (Cover for medical and surgical costs) of the present contract.

**It is not intended to replace the Social Security system in which the insured party is required to enrol (where applicable).**

It is governed by the French insurance code, including among others its articles L141-1 and following, and is covered by sections 1 (accidents) and 2 (illness) of article R321-1 of the insurance code. For temporary workers covered by a working holiday programme Visa:

#### CAP WORKING HOLIDAY

0027921 10000 002

The present general terms define the reciprocal commitments of the policyholder and the insurer including the terms for the applicability of the said cover and the formalities to be completed for the payment of the benefits.

### 3.2 CONDITIONS AND FORMALITIES FOR ENROLMENT IN THE CONTRACT

#### 3.2.1. CONDITIONS FOR ENROLMENT IN THE CONTRACT

To be admissible for enrolment in the contract, the beneficiaries must be natural persons, **members** of the Chapka non-profit organisation undertaking a temporary stay abroad arranged in advance for a maximum period of 12 months in order to carry out one of the following activities:

- To carry out a temporary professional activity, in receipt of a working holidays programme visa, or any other equivalent visa (bridging visa, visa subclass 417 and 462 for Australia, Young professional for Canada)

AND

- No longer covered by the general social security system of the Home country.

#### 3.2.2. FORMALITIES FOR ENROLMENT IN THE CONTRACT

The member completes an enrolment application in which among other things he specifies the type of visa (Working Holiday visa or any other equivalent visa: bridging visa, visa subclass 417 and 462 for Australia, Young professional), the country concerned and the start and end dates of the temporary stay, and where applicable if he benefits from the local Social Security system or no system.

**The acceptance of the risk by the insurer is formally confirmed by the issuing of an enrolment certificate conferring the status of insured party upon the member.**

The enrolment certificate mentions the specific characteristics of the enrolment, including the insured party's identity, the start date of the enrolment, the temporary country of stay and length of this stay, the level of the premium in addition to any possible waivers to the general terms.

Only the contractual items bearing the signature of an authorised representative of the company will be considered binding on the insurer.

### 3.3 START DATE, DURATION AND RENEWAL OF THE MEMBERSHIP AND OF THE COVER

#### 3.3.1 START DATE, DURATION AND RENEWAL OF THE MEMBERSHIP

Enrolment in the present contract takes effect on the date mentioned on the enrolment certificate and at the earliest on the start date of the temporary stay, subject to the payment of a single premium calculated in compliance with article 4.1 (Calculation basis and amount of the premium).

The individual is enrolled for the duration of the temporary stay stated on the application for enrolment and restated on the enrolment certificate. The enrolment start date is also shown on the enrolment certificate.

**Subject to payment of the premium, and except in the event of non-disclosure, omission, false or inaccurate declarations resulting from dishonest intent on the part of the insured party, the said insured party cannot be removed from the insurance against his will for as long as he meets the enrolment conditions mentioned in article 3.2.1 (Conditions for enrolment in the contract)**

#### 3.3.2 CESSATION OF MEMBERSHIP

The insured party's membership will cease:

- In the case of non-payment of the single premium,
- On the date on which he no longer fulfils the enrolment criteria detailed in article 3.2.1 (Conditions for enrolment to the contract) with it being hereby stipulated that in the event of an extension to the temporary stay, a new enrolment may be arranged after the insurer's express consent has been granted.
- On the date on which he is no longer a member of the policyholder association,
- On the date on which he changes the temporary country of stay declared when joining, except in the case of a holiday pursuant to the provisions of article 2.4 (Maintenance of the cover outside the country of origin),
- On the date of his final return to the Home country, except in application of the provisions of article 2.4.2.2 (In the case of early and final return to the Home country). The terms of this article will not apply in the case of the reimbursement of the portion of premium corresponding to the period during which the risk was not covered.
- On the end date of the temporary stay mentioned in the enrolment certificate,
- On the date on which the contract is terminated by the insurer or the policyholder.

**If, on the day the insurance ceases to be valid, the insured person is hospitalized, the insurer bears the costs of hospitalization up to a maximum of 90 days from the date the insurance ceases to be valid.**

#### 3.3.3 START DATE AND DURATION OF COVER

Subject to the payment of the corresponding premium, the cover will take effect upon expiry of a qualifying period of:

- ONE HUNDRED AND EIGHTY consecutive days in case of maternity. **It has been specified that this benefit does not apply to insured persons having a working holiday visa in Canada.**
- TWELVE consecutive days in other cases, when the enrolment start date happens after the beginning of the temporary stay abroad

The qualifying period is a period during which the insured party is not covered. It begins on the enrolment start date mentioned on the enrolment certificate. It does not apply in the event of an accident stated by competent authorities and duly proven by the issuance of a police report in particular

No benefits will be paid for as long as the premiums are not paid.

The benefits cease, in the events specified on article 3.3.2 (Termination of the contract), if the insured turned down a repatriation proposal, and in any case on the date of definitive return of the insured party to his Home country, except in application of the provisions article 2.4.2.2 (except in application of the provisions of article 2.4.2.2 (In the case of early and final return to the Home country).

## 3.4 CANCELLATION

The insured party has the option to cancel his enrolment if this results from door-to-door selling or if it was concluded at a distance, in accordance with the conditions mentioned hereafter.

### 3.4.1. DOOR-TO-DOOR SELLING

Pursuant to Article L11-9 of the Insurance Code "I.- Any natural person who is the subject of door-to-door selling at his home place, his place of residence or place of work, even at his request, and who signs an insurance proposal contract in this context the purposes of which do not fall within the scope of his business or professional activities, has the option to cancel by registered letter with proof of receipt, within a period of FOURTEEN full calendar days as from the date on which the contract is concluded, with no requirement to justify this by providing grounds for his cancellation or to pay any penalties".

The implementation of the right of renunciation will result in the termination of the enrolment as from the date on which the registered letter is received. The insured party is required to pay the portion of the premium corresponding to the period during which the risk was covered, with this period being calculated up to the termination date. The balance is reimbursed by the insurer at the latest within the THIRTY days following the termination date.

However, the entire premium will be retained by the insurer if the insured party exercises his right of renunciation while an event invoking the cover provided for in the contract and of which he was not aware has occurred during the cancellation period.

### 3.4.2 CONCLUSION OF THE ENROLMENT AT A DISTANCE

Pursuant to article L112-2-1 of the insurance code, the insured party has a period of FOURTEEN full calendar days to exercise his right of renunciation, by registered letter with proof of receipt, with no requirement to justify this by providing grounds or to pay any penalties, this period beginning on the signature date of the enrolment certificate.

### 3.4.3 RENUNCIATION LETTER TEMPLATE

To exercise his right of renunciation, the insured party may use the following letter template:

I, the undersigned (last name, first name), residing at (complete address), hereby declare that I cancel my membership of contract number (state the said number), taken out on (date of the enrolment certificate), via (name of the insurance adviser), in application of the provisions of article L112-9 of the insurance code (in the case of door-to-door selling) L112-2-1 of the insurance code (in the case of distance enrolment) – strike out any parts which do not apply -

## 3.5 THE PARTIES' OBLIGATIONS

### 3.5.1 THE INSURED PARTY'S OBLIGATIONS

The insured party agrees:

#### AT THE TIME OF ENROLMENT:

- to supply:
  - The duly completed enrolment application,
  - A photocopy of his national identity card or passport,
  - A copy of the working holiday visa or any other equivalent visa (bridging visa, visa subclass 417 and 462 for Australia, Young professional).
  - Any item which the insurer considers necessary to enrolment.
- To meet the official requirements or recommendations concerning vaccinations and preventive treatments for the country concerned,,
- To pay the single premium to the insurer.

#### DURING THE ENROLLED PERIOD

- To provide the insurer with details of all new circumstances which may modify the nature or scale of the risks, which may create new ones or which may result in the declarations made to the insurer at the time of enrolment becoming inaccurate or void, including the early return to the Home country or a change in the temporary country of stay.

#### IN THE CASE OF EVENTS GENERATING ENTITLEMENTS TO BENEFITS:

- The items and information necessary to the payment of benefits, as listed in article 2.3 (Payment of benefits), or any equivalent item is valid in the temporary country of stay, with it being hereby specified that the insured party is advised to retain a copy of all items and information he sends to the insurer until receipt of the corresponding reimbursement,
- Bank details for the payment of the benefits,
- The declaration form issued by the insurer,
- Where applicable, a photocopy of the health insurance certificate attached to the carte vitale (French health card) in the case of treatment during a holiday in France.

**THE INSURER MAY ONLY BE BOUND BY THE DECLARATIONS AND ITEMS SUPPLIED BY THE INSURED PARTY, TRANSLATED INTO FRENCH WHERE APPLICABLE AT THE INSURED PARTY'S COST BY A DULY RECOGNISED ORGANISATION.**

### 3.5.2 THE POLICYHOLDER'S OBLIGATIONS

The enrolment certificate is issued to the insured party pursuant to article 3.2.2 (Formalities for enrolment in the contract).

Pursuant to article L141-4 of the insurance code, the policyholder must:

- Supply the insured parties with instructions issued by the insurer detailing the cover and its applicability terms in addition to the formalities to be completed in the event of a claim or incident,
- Inform the insured parties in writing of modifications made to their rights and obligations a minimum of THREE months before these take effect.

**It is the responsibility of the policyholder to provide proof that these documents have been submitted, pursuant to the provisions of article L141- 4 of the insurance code.**

## 3.6 LEGAL REFERENCES

### 3.6.1 DECLARATORY OBLIGATIONS

The declarations made by the policyholder and the member constitute the basis for the application of the cover.

Any withholding of information or false declarations which modify the subject of the risk or reduce the insurer's assessment of it will result in the application of articles L113-8 and L113-9 of the Insurance Code which states that:

- **Article L113-8** "Apart from the ordinary causes of nullity and subject to the provisions of Article L132-26, the insurance contract shall be null and void in the event of reluctance or intentional false statement of the insured, when such omission or fraudulent misrepresentation changes the subject of the risk or decreases the insurer's assessment thereof, even if the risk that the insured concealed or distorted has had no impact on the loss. It shall be entitled to payment of all due premiums by way of damages. The provisions of the second paragraph of this Article shall not apply to life insurance".
- **Article L113-9** "If the insured's bad faith has not been proved, omission or misrepresentation by the insured shall not entail the nullity of the insurance. If this is recorded prior to any loss, the insurer shall be entitled either to continue the contract in consideration of an increase in premium accepted by the insured or to terminate the contract ten days after notice has been sent to the insured by registered letter by returning the part of the premium paid for the period not covered by the insurance. In the event that the recording took place only after the loss has occurred, the compensation shall be reduced in proportion to the rate of the premiums paid in relation to the rate of premiums that would be owed if the risks had been truthfully and exhaustively declared".

### 3.6.2 LIMITATION PERIODS

Any legal action based on the present contract will be considered inadmissible following the expiry of a period of TWO YEARS after the event giving rise to it, in accordance with the provisions of articles L114-1 and L114-2 of the Insurance Code, which state:

- **Article L114-1** "All legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto. However, said time limit shall run:

1° in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the insurer is aware thereof,

2° in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then.

When the insured's action against the insurer arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against the insured or the latter has paid it compensation.

The limitation period shall be increased to ten years for life insurance contracts when the beneficiary is not the policyholder and in insurance contracts covering personal injury when the beneficiaries are the deceased insured's assigns.

For life insurance contracts, notwithstanding the provisions of 2°, the beneficiary's actions are barred at the latest thirty years after the insured's death".

- **Article L114-2** "The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period [recognition by the debtor of the right of the party against whom he prescribed (article 2240 of the code civil), an order to pay or a seizure (article 2244 of the civil code), writ of summons, including in summary proceedings (article 2241 of the civil code)] and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the insurer sending the insured a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the claim".

## 3.7 MISCELLANEOUS PROVISIONS

All communications concerning the insurance incumbent upon the policyholder or the insured party must be addressed to:

For medical expenses under 500 €:

[www.chapkadirect.com/sinistre](http://www.chapkadirect.com/sinistre)



### AON FRANCE / CHAPKA ASSURANCES

31-35 rue de la Fédération  
75717 Paris Cedex 15 France

Aon France acting as the insurer's representative for the management of the services and the other provisions of the contract



### AON FRANCE / CHAPKA ASSURANCES

31-35 rue de la Fédération  
75717 Paris Cedex 15 France

[info@chapka.fr](mailto:info@chapka.fr)

All communications incumbent upon the insurer will be considered as validly issued when submitted to the last known address stated by the policyholder

### 3.7.1 DATA PROTECTION LAW

In accordance with European and French regulations on personal data, including the General Data Protection Regulation 2016/679 of 27 April 2016 (known as the "GDPR") and Law 78-17 of January 6, 1978 relating to amended information technology, files and freedoms (known as "Data Protection Act"), the insured acknowledges having been informed by the insurer and the broker in their capacity as controller of personal data collected, that:

The insurer and the broker have appointed a delegate for the protection of personal data who can be contacted:

- for the broker: by email at [donnees.personnelles@aon.com](mailto:donnees.personnelles@aon.com) or by mail to Aon France/Chapka Assurances, 31-35 rue de la Fédération 75015, Paris, France.

- for the insurer: by email at [dpo@malakoffmederic-humanis.com](mailto:dpo@malakoffmederic-humanis.com) or by mail to Malakoff Médéric Humanis, Pôle Informatique et Libertés Assurance, 21 rue Laffitte 75317 Paris Cedex, France.

1. The insured's personal data may be collected and processed for:

- the underwriting, management and execution of the insurance contract as well as the management or performance of any other contract with the insurer through the broker or other companies of the Malakoff Médéric

Humanis Group to which the insurer belongs; and this includes, as an insurer, the use of the NIR of the insured for the management, where appropriate, of its complementary health and provident insurance risks (in accordance with the "Insurance" Compliance Pack of the CNIL of November 2014 (known as "Insurance Pack")

- the management of the insured's opinions on the products, services or contents offered by the insurer or its partners – the exercise of recourse to the management of claims and litigation
- the development of statistics including commercial, actuarial studies or other research and development analyses
- the execution of legal, regulatory and administrative provisions in force, including those relating to the fight against fraud, the list of people at risk of fraud, and the fight against money laundering and terrorist financing.

The insurer commits and the broker commit to not using the personal data of the insured for purposes other than those mentioned above.

The insured person acknowledges that the collection and processing of his personal data (including identification data, data relating to his family, his economic, financial, professional and personal life, his health, the risk assessment, the management of the contract ...) are necessary for the management and execution of the contract.

The treatment, for one or more specifically determined purpose, of data concerning the health of the insured, sensitive data within the meaning of Article 8 of the Data Protection Act and Article 9 of the GDPR, is subject to his consent written and prior for one or more of the purposes specifically listed above.

In practice, the signature of the insurance contract and / or the signature of the individual affiliation form constitutes the collection of consent.

The recipients of the Insured Person's personal data are, within the limits of their respective powers and according to the purposes: the services of the Insurer and the Malakoff Médéric Humanis Group, whose staff is responsible for the processing of this data, and subcontractors, management representatives, intermediaries, reinsurers, authorized professional bodies, partners and external companies and underwriters of the contract.

The insured's health data is intended for the medical service of the insurer and the broker and any person placed under the responsibility of the Medical Service and is in no way used for commercial purposes.

The insurer undertakes and the broker undertake to ensure that the insured person's personal data is never transmitted to unauthorized third parties.

Personal data relating to the health of the insured person is processed under conditions guaranteeing its safety, in particular through the implementation of reinforced technical and organizational measures adapted to the high risk weighing on such data.

The retention periods of personal data processed in connection with the management of insurance contracts and the customer relationship with the insured vary according to the abovementioned purposes and comply with the recommendations of the CNIL and in particular with the durations provided for by the Insurance Pack. In any case, the calculation of these periods is based on the purposes for which the data is collected, the duration of the contractual relationship, the legal obligations of the insurer and applicable legal requirements.

The insurer and its partners undertake (1) to take the appropriate technical and organizational measures to ensure a level of security and confidentiality appropriate to the risk presented by the processing of the insured's data and (2) to notify the CNIL and inform the insured in case of violation of his data within the limits and conditions of sections 33 and 34 of the GDPR.

Data used for statistical purposes is subject to prior anonymity by technical processes excluding any risk of re-identification of individuals. The provisions of the data protection regulations do not apply to such data.

2. The insured has the right to request access to his personal data, rectification or erasure thereof, and decide the fate of this data, post-mortem. The insured also has a right to oppose the treatment for legitimate reasons, to limit the treatment of which he is the subject and a right to the portability of the personal data within the limits fixed by the law. Finally, he has the opportunity to oppose, at any time and without cost, marketing, regardless of whether or not it is direct.

These rights can be exercised, by proving his identity:

- to the broker: by email at [donnees.personnelles@aon.com](mailto:donnees.personnelles@aon.com) or by mail to Aon France/Chapka Assurances, 31-35 rue de la Fédération 75015, Paris, France.

- to the insurer: by email at [dpo@malakoffmederic-humanis.com](mailto:dpo@malakoffmederic-humanis.com) or by mail to Malakoff Médéric Humanis, Pôle Informatique et Libertés Assurance, 21 rue Laffitte 75317 Paris Cedex, France.

The insured also has the right to contact the CNIL directly on the website <https://www.cnil.fr/fr/agir> or by mail to the following address: Commission Nationale de l'Informatique et des Libertés, 3 Place Fontenoy - TSA 80715, 75334 PARIS CEDEX 07.

For information, the insured also has the right to register on the list of those who do not wish to receive marketing calls managed by the company Opposetel. For more information go to: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

### 3.7.2 THE INSURER'S REGULATORY BODY

The regulatory body with responsibility for Quatrem is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4 place de Budapest – CS 92459 – 75436 PARIS cedex 09 FRANCE

### 3.7.3 CLAIMS - MEDIATION

In the event of difficulties in the application of this contract, the subscriber, the insured party and the beneficiaries may contact their usual advisor in this first instance. If the request does not meet with satisfaction, the claim may be addressed to:

The Claims Centre of Chapka Assurances:

- by email sent to [reclamation@chapka.fr](mailto:reclamation@chapka.fr)

- To the following address: Aon France / Chapka assurances  
31-35 rue de la Fédération 75717 Paris Cedex 15 France.

After exhaustion of the insurer's procedures for processing claims and if no solution has been able to be found with this latter the subscriber, the insured party and the beneficiaries may, address themselves to the Insurance Mediation Service for disputes which fall within its competence, at the following address: <http://www.mediation-assurance.org> or by letter to La Médiation de l'Assurance - TSA 50110 - 75441 PARIS Cedex 09.

In the absence of an amicable settlement, any difficulty between the parties linked to the execution or to the interpretation of the contract shall be brought before the competent court.

### 3.7.4 SUBROGATION

Pursuant to article L121-12 of the insurance code, the insurer is subrogated in the insured's rights and actions against responsible third parties to the value of any compensatory benefits paid in application of the contract.

### 3.7.5 JURISDICTION

The contractual references to social, fiscal, family and insurance legislation are those applicable under French law.

Should no amicable agreement be forthcoming, any disputes concerning the performance or interpretation of the contract, will be heard by the Tribunal de Grande Instance (district court) of Paris.

## 4. PREMIUM

### 4.1 CALCULATION BASIS AND AMOUNT OF THE PREMIUM

The single premium is expressed in euros, according among other things to the insured party's age, the duration and the temporary place of stay.

The premium is determined based on these criteria on the start date of the enrolment and is stated on the insured party's enrolment certificate

### 4.2 PAYMENT TERMS

The single premium mentioned on the enrolment certificate is payable in advance by the insured party, within 10 days following the issuing of the enrolment certificate.

The payer of the premium is solely liable for its payment vis-à-vis the insurer.

In the event of an early final return to the Home country, where applicable the insurer will reimburse the portion of the premium corresponding to the period in which the risk was not covered. In this case, the provisions of article 2.4.2.2. (In the case of early return to the Home country) do not apply.

### 4.3 TAXES AND CONTRIBUTIONS

Any premium or tax which is applicable or which becomes applicable to the contract and for which recovery is not prohibited will be charged to the payer of the premium and payable at the same time as the latter.

### 4.4 NON-PAYMENT

The insurer will only be bound by the payment of the single premium upon enrolment.

In the event of the non-payment of the premium mentioned on the enrolment certificate, at the end of a period of 10 days following the payment due date, Chapka Assurances, duly authorised by the policyholder for this purpose, will send a registered letter containing formal notice to pay.

Pursuant to article L141-3 of the insurance code, the non-payment of a premium upon expiry of a period of 40 days after the sending of the formal notice to comply will result as of right in the member's exclusion from the contract, his membership of which will then be cancelled.

**DISCLAIMER:** the English content of this document was made for the insured's convenience. Only the French content of this document shall be considered as valid information from the insurer to the insured. In the event of inconsistency between the French wording and the English wording, only the French wording and its interpretation shall be considered as valid. The insurer shall not be held responsible or liable for any misunderstanding inherent to translation.



**Aon France trading under the trademark Chapka Assurances.**

Head office | 31-35 rue de la Fédération | 75717 Paris Cedex 15 France | t +33(0)1 47 83 10 10 | aon.fr

ORIAS N°07 001 560 | Simplified joint-stock company with a capital of 46 027 140 euros | Paris Trade and Companies

Register N°: 414 572 248 | European Union VAT N°: FR 22 414 572 248

Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.



# CAP WORKING HOLIDAY

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humanis

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assistance  
you live we care\*

- Baggage and personal effects
- Private life liability and liability for rentals abroad
- Individual accident
- Assistance
- Flight delay

## TABLE OF AMOUNTS AND GUARANTEES

| INSURANCE GUARANTEES   | AMOUNTS INCL. TAX*/PERSON                     |
|--|---|
| <b>BAGGAGE AND PERSONAL EFFECTS</b>  |   |
| Theft, total or partial destruction, loss during transport by a transport company    | €2,000  |
| Deductible   | €25 per case                                  |
| Precious objects   | limited to 50% of the amount of the guarantee |
| Indemnities for late delivery of baggage > 24 hours                                  | €150  |
| Charges for reestablishment of documents of identification                           | €150  |
| <b>INDIVIDUAL ACCIDENT DURING TRAVEL</b>   |   |
| Death benefit  | €10,000                                       |
| Capital for Total Permanent Disability   | €50,000                                       |
| <b>PRIVATE LIFE LIABILITY ABROAD</b>   |   |
| <b>Total ceiling of guarantee:</b>   | €4,000,000 per event                          |
| Including bodily harm and consequential losses following covered bodily harm         | €4,000,000 per event                          |
| Including property damage and consequential losses following covered property damage | €450,000 per event                            |
| Deductible   | €80   |



## LIABILITY FOR RENTALS ABROAD

|                            |                    |
|----------------------------|--------------------|
| Total ceiling of guarantee | €100,000 per event |
| Deductible                 | €80                |

## FLIGHT DELAY

|   |                                    |
|---|------------------------------------|
| Flight delay due to disruption of connecting flight, for technical or atmospheric reasons | Payment of a set indemnity of €300 |
|---|------------------------------------|

**\* Rate applicable according to legislation in effect**

## ASSISTANCE SERVICES

## AMOUNTS INCL. TAX\*/PERSON

### ASSISTANCE TO PERSONS IN CASE OF ILLNESS OR INJURY OR DEATH

|   |  |
|---|--|
| Transport/Repatriation  | Real expenses                                      |
| Return of accompanying person(s) and coverage of charges for stay   | Round trip ticket and €50 per night (maximum €500) |
| Presence during hospitalization                                     | Round trip ticket and €50 per night (maximum €500) |
| Prolongation of the stay of the Insured                             | Return ticket €50 per night (maximum €500)         |
| Early return in case of hospitalization or death of a family member | Round trip ticket                                  |
| Transport of the body   | Real expenses                                      |
| Expense for coffin or urn   | €2,000   |

### TRAVEL ASSISTANCE

#### During the trip

|  |   |
|--|---|
| Advance on bail bond while abroad  | €7,500                                  |
| Coverage on legal fees while abroad  | €3,000                                  |
| Expenses for search and rescue at sea, in the mountains and in the desert                        | €5,000 per person and €25,000 per event |
| Sending of urgent messages (from abroad only)  |   |
| Expedition of medications  | Shipping expenses                       |
| Assistance in case of theft, loss or destruction of identification documents or means of payment | Advance of funds of €500                |
| Psychological support  | Three calls                             |

**\* Rate applicable according to legislation in effect**



# CAP WORKING HOLIDAY



## PRE-CONTRACTUAL INFORMATION DOCUMENT

Dear Customer,

Considering the characteristics of your trip, the protection you are seeking and the information you provided us, we recommend the cover included in this insurance contract. Before subscribing to this insurance contract, please read this information document carefully, as well as the General and Special Terms and Conditions.

Please remember that travel insurance is optional and that it is not a condition for the purchase of a trip.

### INFORMATION COVERING THE RIGHT TO CANCEL DEFINED BY ARTICLE L. 112-10 OF THE FRENCH INSURANCE CODE

Please make sure you are not already party to a policy that covers one of the risks covered by the new contract. If such is the case, you have a right to cancel this contract during a period of fourteen (calendar) days starting from the signature date, without cost or penalties, if all the following conditions are met:

- if you have subscribed to this contract for non-professional purposes;
- if this contract is associated with the purchase of goods or services sold by a supplier;
- if you can prove that you already have coverage for one of the risks covered by this new contract;
- if the contract you wish to withdraw from has not been fully performed;
- if you have made no claims covered by this contract.

In this situation you are entitled to cancel this contract by letter or any other permanent medium sent to the new contract's insurance company, accompanied by a document proving that you already have coverage for one of the risks covered by the new contract. The insurer has a duty to refund the paid premium within thirty days of your cancellation.

If you wish to cancel your contract but do not meet all the above mentioned criteria, check the cancellation terms defined in your contract.

### POINTS FOR ATTENTION

This contract is for all persons residing in France seeking protection from the events covered by the insurance contract.

Your general terms and conditions contain exclusions and limits which you must be aware of before subscribing.

This information document and the general terms and conditions applicable to your insurance cover are communicated before your subscription and then sent to the address you gave us. The general terms and conditions include a section on the data privacy covering your personal details which sums up all your relevant rights.

If there are contradictions between different documents, the most favourable measure will be applied.

### USEFUL INFORMATION IN THE EVENT OF A CLAIM

Notify us of a claim as quickly as possible so that we can help you.

You must send all the necessary documents to support your claim for cover (your special terms and conditions list these documents in the section on the coverage you wish to use).

To declare a claim, you can contact us using the following details:

- website: <https://www.chapkadirect.fr/sinistre>
- by phone: CHAPKA ASSURANCES Tel : +33 1 74 85 50 50  
Offices open from Monday to Friday from 9am to 7pm

The compensation request is about "Luggage and Personal effects", "Civil Liability", "Travel Personal Accident", "Flight delay" covers and medical expenses:

- website: <https://www.chapkadirect.fr/sinistre>

### COMPLAINTS PROCEDURE

We do everything we can to provide the best levels of service. However, if you are not satisfied, you should first send a letter of complaint to:

#### CHAPKA ASSURANCES / AON FRANCE

##### Service Réclamation

31-35 rue de la Fédération  
75717 Paris Cedex 15

[Reclamation@chapka.fr](mailto:Reclamation@chapka.fr)



If, after contacting our services, you are not satisfied with the answer, you have the right to contact the ombudsman at the following address:

#### LA MÉDIATION DE L'ASSURANCE

TSA 50110  
75441 Paris Cedex 09

<http://www.mediation-assurance.org/>



This procedure is free of charge. The Ombudsman will give an opinion within 90 days of receiving the complete file. Their opinion is not binding.

You are free to bring the case before the competent French courts at all times.



# CAP WORKING HOLIDAY



## A FEW TIPS BEFORE GOING ABROAD

- Remember to carry the appropriate forms for the duration and nature of your trip, as well as for the country where you are going (there is specific legislation for the European Economic Area). These forms are issued by the Caisse d'Assurance Maladie (health insurance fund) with which you are affiliated in order to benefit from direct coverage of your medical expenses from this organization in case of illness or accident.
- If you travel to a country that is not part of the European Union or the European Economic Area (EEA), you must check before your departure whether this country has signed a Social Security Agreement with France. To do so, you must contact your health insurance fund to know whether you enter into the scope of application of the said agreement and whether there are other formalities for you to carry out (obtain a form, etc.). To obtain these documents, you must contact the appropriate institution before departure (in France contact the Caisse d'Assurance Maladie).
- **For Switzerland** there are specific agreements for stays by Swiss residents in the European Union and the EFTA. Before your departure, you must check whether your country of destination has established a Social Security agreement with Switzerland. To do so, you must contact the Caisse Maladie with which you are affiliated for obligatory insurance for care to know whether the coverage applied for the entire duration of the stay abroad and whether you have formalities to carry out (obtain a form, etc.). This policy does not replace the obligatory health and accident insurance for which you must remain covered.

For additional information, you may also contact the Institution commune LAMal, at the following address: Institution Commune LAMal, Gibelinstrasse 25, CH-4503 Soleure, Switzerland [www.kvg.org](http://www.kvg.org) – [info@kvg.org](mailto:info@kvg.org) – Tel. : +41 (0)32 625 30 30 – Fax: +41 (0)32 625 30 90

- If you are undergoing treatment, do not forget to bring your medication and obtain information about their transport conditions based on your means of transport and destination.
- Given that we cannot take the place of emergency services, we advise you, particularly if you are practicing a risky physical or motorized activity, or if you are going to an isolated area, to make sure beforehand about available emergency services put in place by the appropriate authorities in the country in question in order to respond to a possible request for assistance.
- In case of loss or theft of your keys, it may be important to know any numbers printed on them. Take the precaution of noting these references.
- Similarly, in case of loss or theft of your identification papers or means of payment, it is easier to issue new ones if you have made photocopies of them and written down the numbers of your passport, identification card and bank card, which you should keep separately.

## ON SITE

If you are ill or injured, contact us as quickly as possible after having first called emergency services (SAMU (paramedics), fire department, etc.) whose place we cannot take.

## ATTENTION

Certain pathologies may represent a limit to the conditions of application of the policy. We advise you to read these General Provisions carefully.

## GENERAL PROVISIONS

### INTERNATIONAL SANCTIONS

The Insurer will not provide cover nor pay a claim nor provide any benefit or a service described in the policy if this would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America. For further details please visit:

<https://www.europ-assistance.com/en/who-we-are/international-regulatory-information>

## 1. PURPOSE OF THE POLICY

These General Provisions of the policy for insurance and assistance subscribed by the Policyholder on behalf of its members insured with Europ Assistance, company governed by the Insurance Code, serve to specify the reciprocal rights and obligations of EUROP ASSISTANCE and of the Insureds defined below.

This policy is governed by the Insurance Code and presented by Aon France trading under the trademark Chapka Assurances.

Head office | 31-35 rue de la Fédération | 75717 Paris Cedex 15 France | t +33(0)1 47 83 10 10 | [aon.fr](http://aon.fr)

ORIAS N°07 001 560 | Simplified joint-stock company with a capital of 46 027 140 euros | Paris Trade and Companies Register N°: 414 572 248 | European Union VAT N°: FR 22 414 572 248

Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.

## 2. DEFINITIONS

As intended in this policy, the following terms take the meaning given herein after:

### ACCIDENT (OF A PERSON)

A sudden and unforeseen event affecting the Insured, that is unintentional on the part of the Insured, resulting from the sudden action of an external cause.

### INSURED

An Insured is considered:

- a natural person, member of the Chapka association, designated by the Policyholder, domiciled in the European Economic Area, DROM, New Caledonia and French Polynesia.

The insured is a natural person aged 18 to 35, going Abroad to exercise a professional activity on a temporary basis and benefiting from a Programme Vacances Travail (Working Holiday) visa or any other equivalent visa (bridging visa, visa subclass 417 and 462 for Australia, Young professional or International Coop Internship visa for Canada) for a maximum duration of 12 months or 24 months for workers holding a Working Holiday visa for Canada.

In this policy, Insureds are also referred to as "you".

### INSURER / ASSISTER

EUROP EUROP ASSISTANCE, insurance company established under French law with capital of €35,402,785, listed in the Nanterre Trade and Companies Register under No. 451 366 405, headquarters located at 1, promenade de la Bonnette, 92230 Gennevilliers-France.

Acting through their Irish branch, under the commercial name "EUROP ASSISTANCE SA IRISH BRANCH" and whose principal establishment is located at 13-17 Dawson Street, Dublin 2-Ireland, registered in Ireland under certificate No. 907 089.

In this policy, EUROP ASSISTANCE SA is designated under the terms "we" and "us".

### DROM

DROM refers to Guadeloupe, Guyana, Martinique, Mayotte and Reunion.

### HOME

Home is considered as your principal and usual place of residence provided when you joined the policy and as stated in the membership certificate..

It is located in the European Economic Area, DROM, New Caledonia and French Polynesia.

### ABROAD

The term Abroad refers to the entire world with the exception of your home country and excluded countries.

### EUROPEAN ECONOMIC AREA

Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Lithuania, Liechtenstein, Luxembourg, Malta, Norway, The Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, and Sweden.

### EVENT

Any situation specified by these General Provisions at the origin of a request for intervention to the Insurer.

### FRANCE

The term France refers to continental France (including Corsica).

### DEDUCTIBLE

Portion of the amount of the expenses for which you are still liable.

### HOSPITALISATION

The insured party's admission to a healthcare establishment (hospital or clinic) to undergo a surgical operation or medical treatment.

The following are also included within the present definition: day admissions and home hospitalization when these are medically justified.

### ILLNESS

Pathological condition duly observed by a medical doctor, requiring medical care and of a sudden and unforeseeable nature.

### FAMILY MEMBER

Member of the family refers to the spouse, partner in a civil union, common-law spouse known to live at the same address, the legitimate, natural or adopted children of the Insured, the father and mother, siblings, grandparents, in-laws (i.e. the parents of the spouse of the Insured), siblings-in-law or grandchildren.

### HOST COUNTRY

The Host country is considered the country where your Stay takes place.

### STAY

Stay refers to any stay of the Insured Abroad of a maximum duration of provided when you joined the policy and as stated in the membership certificate. having the objective of exercising a temporary professional activity an benefiting from a Programme Vacances Travail (Working Holiday) visa or any other equivalent visa(bridging visa, visa subclass 417 and 462 for Australia, Young professional or International Coop Internship visa).

### INCIDENT

Incident refers to any event that is random and of a nature to trigger one of the guarantees of this policy.

### POLICYHOLDER

The Chapka non-profit organisation, whose headquarters is located at 31-35 rue de la Fédération, 75717 Paris Cedex 15 France declared at the prefecture, having subscribed to the Cap Working Holiday assistance on behalf of its members (herein above the Insureds), who are natural persons of adult age.

### PROPERTY DAMAGE

Any accidental damage or destruction of property.

### BODILY HARM

Any bodily harm (injury, death) endured involuntarily by a natural person.

### PERMANENT TOTAL DISABILITY

Permanent loss by the Insured – due to a disability rating equal to or higher than the ratings stipulated by applicable regulations – of the ability to engage in any form of professional activity as a result of bodily harm.

### CONSECUTIVE CONSEQUENTIAL LOSS

Any financial harm resulting from the loss of enjoyment of a right, from interruption of a service rendered by a person or by property, from the loss of a benefit and which is the consequence of covered bodily harm or property damage.

### THIRD PARTY

All natural person or legal entity with the exception of:

- the Insured Person, the members of his family, and his direct ascendants and descendants and persons accompanying him,
- employees or agents working for the same employer as the Insured,
- all persons staying and/or travelling with the Insured.

## WEAR

Depreciation of the value of property caused by use or its conditions of maintenance as of the day of the Incident.

## DEPRECIATION

Depreciation of the value of property caused by time as of the day of the Incident.

## HOLIDAY

A stay for tourism purposes outside the temporary country of stay for less than :

- NINETY (90) consecutive days declared to the Insurer in the event of a Holiday outside the **Home country**,
- THIRTY (30) consecutive days declared to the Insurer in the event of a Holiday in the **Home country**.

## 3. MEMBERSHIP START DATE, TERM AND RENEWAL

### 3.1 MEMBERSHIP START DATE, TERM AND RENEWAL

Policy membership shall begin on the date stated in the membership certificate and at the earliest on the first day of the temporary trip, subject to payment of a one-off contribution.

Membership is valid for the duration of the temporary trip stated in the membership application and membership certificate. The membership start date will also be stated in the membership certificate.

Subject to payment of the contribution and unless the Insured withholds information, omits to provide information or provides false or inaccurate information in bad faith, the Insured cannot be unwillingly removed from the policy providing that he/she fulfills the membership requirements set out in the glossaries (Insured).

### 3.2 MEMBERSHIP TERMINATION

The Insured will cease to be covered by the policy:

- on the date on which he/she no longer fulfills the specified membership requirements (Insured), on the understanding that if the temporary trip is extended, a new membership may be purchased with the Insurer's express agreement;
- on the date on which he/she ceases to be a member of the policyholder association;
- on the date on which he/she changes the country in which he/she is to temporarily stay compared to the country indicated when joining the policy, other than for a holiday;
- on the date on which he/she definitively returns to his/her Home country;
- on the last day of the temporary trip, as stated on the membership certificate;
- on the date the policy is terminated by the Insurer or the Policyholder.

### 3.3 WAITING PERIOD

Subject to payment of the corresponding contribution, the guarantees take effect at the end of a waiting period of:

- TWELVE consecutive days in other cases where the effective date of Membership is after the date of commencement of the temporary Stay.

The waiting period is a period during which the Insured is not covered, it is counted from the effective date of Membership mentioned in the membership certificate.

It does not apply in the event of a bodily harm certified by a competent authority and duly justified.

- Benefits will only be paid subject to payment of the contribution.

Cover will not apply in the scenarios referred to in article 3.2 (Membership termination), if the Insured is abroad and refuses the proposed repatriation service, and in any case on the date on which the Insured definitively returns to his/her Home country.

## WITHDRAWAL RIGHT

The Insured is entitled to withdraw from the Policy in case of purchase with distance sales (e.g. by telephone, email or website) and if the duration of the Membership is more than one month.

You can withdraw from the Policy in a 14 days term as from the effective date of the Membership by sending a mail to: Aon France / Chapka Assurances – Customer service – 31-35 rue de la Fédération 75017 Paris Cedex, France (it is recommended to send it by registered letter with acknowledgement of receipt).

You can use the following template: "I hereby, (Mr./Mrs., name, full name, address) notify my withdraw from the Policy. Signature. "

We will refund full amounts of paid premiums within a maximum of thirty (30) calendar days from the receipt of Your request provided that no claim for compensation has been made or claim report requested or is in the process of being reported, and that no incident likely to give rise to such claim occurred.

## 4. WHAT IS THE NATURE OF COVERED TRAVEL?

Travel done abroad as part of the "Cap Working Holiday" program for young holders of the PVT visa or any other equivalent visa and whose duration does not exceed 12 or 24 consecutive months.

## 5. WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?

The insurance guarantees and assistance services apply throughout the entire world except the following countries and territories: North Korea, Syria, Crimea, Venezuela, Iran.

To obtain information before your departure, please contact our points of sale or our Customer Service Department at +33 (0)1 41 85 85 41.

## 6. PAYMENT OF THE CONTRIBUTION

The one-off contribution stated on the membership certificate is payable in advance by the Insured.

The person responsible for paying the contribution is solely liable to the Insurer for paying same.

If the Insured definitively returns to his/her home country early or definitively returns to France early, the Insurer will reimburse, where applicable, the portion of the contribution corresponding to the period for which the risk is not incurred.

## 7. SETTLEMENT OF CLAIM

The amount of loss for which We may be liable shall be payable within 5 days after suitable proof of loss is received, or a settlement agreement in respect of the claim has been agreed by Us.

The payment of any indemnity owed to the Insured shall be made in the same currency used by the Insured to pay the premium.

With respect to assistance coverage, You must contact Us immediately upon the occurrence of the guaranteed event. If We have not intervened to take care of You and a refund is nevertheless provided by the policy, You must provide Us with the necessary supporting documents.

## 8. MISREPRESENTATION OR NON-DISCLOSURE

Deliberately false or incorrect statements or intentional withholdings by the Insured invalidate the Membership when such statements or withholdings change the purpose of the risk or reduce its perception by the Insurer, even if the risk omitted or misrepresented by the Insured has had no influence on the loss. In this case, the Insurer is entitled to retain all premiums paid and is entitled to payment of all unpaid and due premiums as damages.

False or incorrect statements or the reluctance of the Insured, whose bad faith has not been established, do not invalidate the Membership. If they are discovered before the loss, the assumption of a loss or claim will be compromised: the Insurer is entitled to reduce the indemnity in proportion to the rate of premiums paid in relation to the rate of premiums that would have been due, if the risks had been fully and accurately reported.

## 9. INCREASE OR REDUCTION OF THE RISK

The Insured shall notify in writing by registered letter to the Insurer any increase or reduction of the risk covered by the Policy within 15 days from the date on which the Insured became aware of such an event.

The Insured must notify the Insurer in writing of any reduction in the risk covered by this insurance.

## 10. SALVAGE OBLIGATION

The Insured shall do everything in his/her power to avoid or minimize the harm caused by a covered Event.

## 11. SUBROGATION

After incurring costs, within the framework of our insurance guarantees and/or services of assistance, with the exception of the one paid under the "INDIVIDUAL ACCIDENT DURING TRAVEL", the Insurer shall take over all rights and claims that the Insured may have against any third parties liable for the incident to the Insured as provided for in Article L 121-12 of the French Insurance Code.

Our right of recovery is limited to the total cost incurred by us in performance of this Policy.

## 12. CUMULATIVE GUARANTEES

If the risks covered by this policy are covered by other insurance policies, you must inform us of the name of the Insurer with which insurance has been subscribed (article L 121-4 of the French Insurance Code) once this information is made known to You and at the latest when declaring the incident.

## 13. APPLICABLE LAW AND JURISDICTION

This policy is subject to French law.

Any dispute or claim arising out of or in connection with the Policy, or its subject matter or formation, shall be subject to the exclusive jurisdiction of France.

## 14. WHAT IS THE STATUTE OF LIMITATIONS?

Article L 114-1 of the French Insurance Code:

All actions resulting from this collective insurance policy are time-barred by two years starting from the causal event. However, this timeframe is only applicable:

(i) in case of hesitation, omission or false or inexact declaration about the risk incurred, starting from the day that the Insurer became aware of it;

(ii) in case of a claim, on the day that the concerned parties became aware of it, if they prove that they were not aware up to that point.

When the action of the Insured against the Insurer results from the recourse of a third party, the statute of limitations only starts to run from the day that this third party initiated legal action against the Insured or was indemnified by this latter party.

**Article L 114-2 of the French Insurance Code:**

The time limitation may be interrupted by one of the ordinary causes of interruption of the time limitation and by the designation of an expert following an incident.

The interruption of the time limitation may, in addition, result from the mailing of a registered letter with acknowledgement of receipt by Insurer to the Insured concerning the action for payment of the premium and by the Insured to the Insurer as concerns payment of the indemnity.

**Article L 114-3 of the Insurance Code:**

As an exception to article 2254 of the Civil Code, the parties to the insurance policy may not, even by common agreement, either modify the duration of the time limit or add to the causes of suspension or interruption of this limit.

The ordinary causes of interruption of the time limit are defined in articles 2240 to 2246 of the Civil Code: recognition by the debtor of the debt request in a court of law, an act of forced execution.

## 15. DATA PRIVACY NOTICE

The purpose of this privacy notice is to explain how, and for what purposes, we use your Personal Data.

Please read this privacy notice carefully.

### 1. WHICH LEGAL ENTITY WILL USE YOUR PERSONAL DATA?

The Data Controller is:

Aon France trading as Chapka Assurances. Registered office: 31-35, rue de la Fédération - 75717 Paris cedex 15 – ORIAS n° 07 001 560

Europ Assistance S.A Irish branch., whose primary place of business is located on the 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, the branch being registered with the Irish Companies Registration Office under number 907089

Europ Assistance S.A. is a company regulated under the French Insurance Code whose registered head office is 1, Promenade de la Bonnette, 92230 Genevilliers, France, a société anonyme registered in the Nanterre Commercial and Companies Registry under number 450 366 405.

If you have any questions concerning the Processing of your Personal Data or if you want to exercise a right in respect to your Personal Data, please contact the DPO at the following contact details:



### AON FRANCE / CHAPKA ASSURANCES

31-35 rue de la Fédération  
75717 Paris Cedex 15 - France  
[donnees.personnelles@aon.com](mailto:donnees.personnelles@aon.com)



### EUROP ASSISTANCE SA IRISH BRANCH - DPO

4/8 Eden Quay  
D01N5W8 Dublin - Ireland  
[EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

## 2. HOW WE USE YOUR PERSONAL DATA?

The Insurer will use your Personal Data for:

- insurance underwriting and risk management;
- policy underwriting and administration;
- claims and complaints handling;

In the context of the above-mentioned activities, We may use Your personal data because the processing of such data is necessary for You to benefit from insurance guarantees or to carry out pre-contractual measures (processing necessary for the performance of a contract in accordance with Article 6 e) of the European Regulation on the Protection of Personal Data).

## 3. WHICH PERSONAL DATA WE USE?

Only Personal Data strictly necessary for the above mentioned purposes will be processed. In particular, the Insurer will process:

- Name, address and identification documents;
- Bank details.

## 4. WITH WHOM WE SHARE YOUR PERSONAL DATA?

We may share such Personal Data with other Europ Assistance companies or with the companies of the Generali Group entities, external organizations such as our auditors, reinsurers, claims handlers, agents, distributors that from time to time will need to provide the service covered by your insurance policy and all other entities that carry out any technical, organizational and operational activity supporting the insurance.

## 5. WHERE WE TRANSFER YOUR PERSONAL DATA?

We may transfer such Personal Data to countries, territories, or organizations that are located outside the European Economic Area (EEA) and are not recognized as ensuring an adequate level of protection by the European Commission such as, USA. This will be the case, in particular, if You request an insurance guarantee to be applied while You are staying in one of these countries. In such case, the transfer of Your personal data to non-EU entities will take place in compliance with appropriate and suitable safeguards in accordance with the applicable law in accordance with the EU standards. You have the right to obtain information and, where relevant, a copy of the safeguards adopted for the transfer of your Personal Data outside EEA by contacting the DPO.

## 6. YOUR RIGHTS IN RESPECT TO YOUR PERSONAL DATA

You can exercise the following rights in respect to your Personal Data:

- **Access** – you may request access to your Personal Data;
- **Rectify** – you may ask the Company to correct Personal Data that is inaccurate or incomplete;
- **Erase** – you may ask the Company to erase Personal Data where one of the following grounds applies;
  - a. Where the Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - b. You withdraw consent on which the processing is based and where there is no other legal ground for the processing;
  - c. You object to automated decision-making and there are no overriding legitimate grounds for the processing, or you object to the processing for direct marketing;
  - d. The Personal Data have been unlawfully processed;
  - e. The Personal Data have to be erased for compliance with legal obligation in Union or Member State law to which the Company is subject;

- **Restrict** – you may ask the Company to restrict how it processes your Personal Data where one of the following applies;

- a. You contest the accuracy of your Personal Data, for a period enabling the Company to verify the accuracy of your Personal Data;
- b. The processing is unlawful and you oppose the erasure of the Personal Data and request the restriction of their use instead;
- c. The Company no longer needs the Personal Data for the purposes of the processing, but they are required by you for the establishment, exercise or defense of legal claims;
- d. You have objected to processing pursuant to the right to object and automated decision-making, pending the verification whether the legitimate grounds for the Company override those of you.

- **Portability** – you may ask the Company to transfer the Personal Data you have provided us to another organization or / and ask to receive your Personal Data in a structured, commonly used and machine-readable format.

- **Definition**: you may ask the Company to define guidelines on the fate of Your data after Your death

Your rights, including the right to object, can be exercised by contacting the data protection officer of the Insurer under:

[donnees.personnelles@aon.com](mailto:donnees.personnelles@aon.com)

[EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

The request of exercise of rights is free of charge, unless the request is manifestly unfounded or excessive.

## 7. HOW YOU CAN LODGE A COMPLAINT?

You have the right to complain to a supervisory authority; the contact information for that supervisory authority is provided below:



**OFFICE OF THE DATA PROTECTION COMMISSIONER**  
Canal House, Station Road, Portarlington,  
Co. Laois, R32 AP23  
[info@dataprotection.ie](mailto:info@dataprotection.ie)

French authority :



**COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTÉS**  
3 Place de Fontenoy - TSA 80715  
75334 PARIS CEDEX 07.

@ :You can contact the CNIL online through :

<https://www.cnil.fr/plaintes>

Tel : +33 (0)1 53 73 22 22

## 8. HOW LONG WE RETAIN YOUR PERSONAL DATA?

We keep Your personal data for 5 years after the end of the Membership period.

## 16. HOW TO USE OUR SERVICES

### A. YOU NEED ASSISTANCE (IN CASE OF SERIOUS ACCIDENT, EMERGENCY, HOSPITALIZATION, REPATRIATION, EARLY RETURN FOR HEALTH REASONS):

In case of an emergency, it is absolutely imperative to contact the local emergency services for any problems falling within their purview.

In any event, our involvement may not replace interventions by the local public services or any other party intervening on whose services we would have to rely by virtue of local and/or international regulations.

In order to permit us to intervene: we recommend that you prepare to make your call.

We will ask you for the following information:

- Your last and first name(s),
- The specific place where you are located, the address and telephone number where you can be contacted,
- Your policy number.

You must absolutely:

- Call us immediately at telephone no.: +33 (0)1 41 85 93 16 (from abroad +33 (0)1 41 85 93 16), fax: +33 (0)1 41 85 85 71 (+33 (0)1 41 85 85 71 from abroad).
- You must obtain our approval before undertaking any initiative or committing to any expense,
- Comply with the solutions that we recommend,
- Provide us with all information relative to the policy subscribed,
- Provide us with all originals of supporting documentation for expenses for which reimbursement is requested.

#### B. WHAT ARE THE APPLICATION CONDITIONS OF THE GUARANTEES AND SERVICES?

We reserve the right to request all necessary supporting documentation for any request for insurance or assistance (death certificate, proof of family relationship, proof of age of children, proof of domicile, proof of expenses, tax notice subject to having concealed all information appearing therein beforehand except for your name, address and the persons making up your taxable household).

We intervene under the express condition that the event for which we are asked to provide services is uncertain at the time of subscription and at the time of departure.

Thus, coverage shall not apply for an event whose origin is related to a pre-existing illness and/or injury that was diagnosed and/or treated and for which a person was hospitalized continuously, or received outpatient or ambulatory care within the 6 months preceding the date of departure whether this involves the manifestation or aggravation of said condition.

#### C. YOU WANT TO DECLARE AN INCIDENT (EXCEPT FOR ASSISTANCE REQUEST)

Within two business days, in case of theft, and within five days in all other cases, you or any other person acting on your behalf must declare your incident on Chapka website via the following link:



**CHAPKA INSURANCES**  
Claim Management

Online: <http://www.chapkadirect.com/sinistre>  
Tel : +44 20 3808 7722

Offices open Monday to Friday from 09:00 to 19:00

The compensation request is about "Luggage and Personal Effects", Civil Liability", Personal Accident", "Flight Delay" covers and medical expenses (medical check-up, hospitalization, medical consultation even urgently, dentistry, pharmaceuticals...).

You must report your incident on the website. You can upload easily all the documents. Also, when subscribing our insurance, you will receive an email with all the explanations including the medical form.

In case these timeframes are not respected, you lose the benefit of the guarantees of your policy for this Incident if we are able to establish that this delay caused us harm.

#### D. WHAT SHOULD YOU DO ABOUT YOUR TICKETS FOR TRANSPORT?

When transport is organized and handled in application of the clauses of the policy, you agree to either reserve us the right to use the transport ticket that you hold, or to reimburse us the amounts that you obtain as reimbursement from the organization that issued your transport ticket.

#### E. HOW IS PROPERTY DAMAGE COVERED BY INSURANCE GUARANTEES ASSESSED?

If the losses cannot be determined by mutual agreement, it is estimated by means of an out-of-court obligatory assessment, subject to our respective rights.

Each of us chooses an expert. If these experts fail to reach agreement, they shall call upon a third person and the three of them shall work together according to a majority vote.

Should one of us fail to designate an expert or if the two experts do not agree on the choice of the third expert, the designation is done by the presiding Judge of the District Court in the location where the Incident occurred. This designation is done upon simple signed request from at least one of us, and the other party is notified to appear by registered letter.

Each party accepts responsibility for the expenses and fees of his expert and, if applicable, half of those for the third expert.

## 17. COMPLAINTS

We strive to offer You the highest level of service. However, in case of dissatisfaction You must first send Your complaint by mail to the following address:



**CHAPKA ASSURANCES / AON FRANCE**  
Service Réclamation

31-35 rue de la Fédération  
75717 Paris Cedex 15 - France

[Reclamation@chapka.fr](mailto:Reclamation@chapka.fr)

We will acknowledge receipt of Your complaint within 10 days unless We can directly provide an answer. We commit to provide a final answer within 2 months.

If no solution has been found, You can then contact the Ombudsman:



**LA MÉDIATION DE L'ASSURANCE**

TSA 50110  
75441 Paris Cedex 09  
<http://www.mediation-assurance.org/>

The solution proposed by the Ombudsman is not binding on the parties to the contract. You can therefore at any time act through any other legal channel.

## 18. SUPERVISORY AUTHORITY

The regulator in charge of monitoring is the Autorité de Contrôle Prudentiel et de Résolution - A.C.P.R. - 4 place de Budapest, CS 92459 - 75436 Paris Cedex 09



## GENERAL PROVISIONS

### BAGGAGE AND PERSONAL EFFECTS

#### 1. WHAT WE COVER

To the limits indicated in the Table of Amounts of Guarantees, we cover your baggage, personal objects and effects (except those listed below in article 2), outside of your Home and away from your place of lodging against:

- loss or damage of luggage and/or personal effects by the carrier and/or during transfers organized by the traveler, after the checking of the aforesaid luggage;
- theft of luggage and/or personal effects following break-in or attack;
- the total or partial deterioration of luggage and/or personal effects occurring during the Stay and due to a disaster such as fire, flood, collapse or act of terrorism.

Is considered as a break-in any theft involving the forcing, degradation or destruction of the locking device of a place of accommodation, a room or a vehicle which are closed, covered and locked.

In the event of loss, deterioration or destruction while the Luggage is under the responsibility of a carrier and after having been checked-in, we will only intervene in addition to the indemnity offered by the transport company.

#### 2. LIMITATION OF REIMBURSEMENT FOR CERTAIN OBJECTS

For precious objects, pearls, worn jewellery and watches, furs, hunting rifles, under no circumstances will the value of reimbursement exceed 50% of the guaranteed insurance amount indicated in the Table of Amounts of Guarantees.

Furthermore, the objects listed above are only covered against theft. Jewellery is covered against theft only when they are carried or put in a locked safe.

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 and/or the passenger compartment of the vehicle and out of sight. Theft by break-in is covered.

If the vehicle is parked on the public thoroughfare, the guarantee is only applicable between 7:00 a.m. and 10:00 p.m.

#### 3. DELAYED DELIVERY OF BAGGAGE

In case your personal baggage, checked with the company with which you travelled, is not remitted to you at the airport of the outgoing destination for your trip, and if it is returned to you more than 24 hours late, you will receive an indemnity set in the Table of Amounts of Guarantees, in order to participate in reimbursement of the expenses that you incurred to purchase items urgently required (i.e. the clothing and toiletries which the Insured needs to temporarily make up for the fact that his/her belongings are not available).

This indemnity is not combined with the principal «Baggage and personal effects» guarantee indicated in the Table of Amounts of Guarantees.

#### 4. EXPENSES FOR REESTABLISHMENT OF DOCUMENTS OF IDENTIFICATION

In case your passports, identification card, registration card or driving license were to be stolen, we take responsibility for the expenses for reestablishment of these documents to the limit of the amount indicated in the Table of Amounts of Guarantees, upon presentation of supporting documentation and the declaration of complaint.

## 5. WHAT WE EXCLUDE

Are excluded:

- Theft of baggage, objects and personal effects left unattended in a public place or stored in a place made available to several persons,
- Forgotten, lost (except by a transport company) or exchanged items,
- Theft without evidence of break-in or assault, duly observed and written up by an authority (police, state police, transport company, purser, etc.),
- Thefts committed by your staff while on their duties,
- Theft committed by trickery;
- Accidental damage due to the flow of liquids, oily, colorant or corrosive materials contained in your baggage,
- The confiscation of property by the authorities (customs, police),
- Damage caused by mites and/or rodents as well as by cigarette burns or another source of non-incandescent heat,
- Theft committed in a convertible car the guarantee remains in effect if the baggage cover delivered with the vehicle was used,
- Collections, samples of sales representatives,
- Theft, loss, forgotten or damaged cash, documents, books, passports, pieces of identification, transport tickets and credit cards,
- Theft of jewels when they are not placed in a locked safe or when they are not carried,
- Broken fragile objects such as those made of porcelain, glass, ivory, pottery, marble,
- Cosmetic products,
- The objects designated hereafter: any prostheses, devices of any kind, bicycles, trailers, securities of value, paintings, glasses, contact lenses, keys of any kind (except those to one Home), documents recorded on tape or films as well as professional equipment, CDs, DVDs, GPS, articles for sports, musical instruments, food products, lighters, pens, cigarettes, alcohols, art objects, fishing poles, beauty products, photographic film and objects purchased during your trip,
- Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes,
- The participation of an Insured in bets, challenges or fighting,
- Consequences of the transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles or any irradiation from a source of energy of a radioactive nature,
- The telluric movements, floods, eruptions volcanic and, generally, any phenomenon triggered by the forces of nature,
- Illnesses or injuries derived from the consumption of alcoholic beverages by an Insured (with an alcohol level superior or equal to the rate in force in the country of stay in which the Insured is located),
- Consumption of narcotics, drugs or medicine, other than those which have been prescribed by a doctor,
- Accidents caused by the use of a motor cycle of greater than 125 cm<sup>3</sup> as a driver or passenger,
- Accidents related to the use of two-wheelers when the Insured does not hold a driving licence in accordance with the legislation of the country in which he or she is located,
- Accidents related to the use of two-wheelers when the Insured did not wear a helmet in contradiction with the legislation in force in the country in which he/she is located,
- Suicide, attempted suicide or self-harm on the part of an Insured,
- Any intentional act on your part that could trigger the guarantee of the policy.

## 6. WHAT AMOUNT DO WE COVER?

The amount indicated in the **Table of Amounts of Guarantees** constitutes the maximum reimbursement for all Incidents occurring during the guarantee period.

A Deductible indicated in the **Table of Amounts of Guarantees**, shall be retained per Incident.

## 7. HOW IS YOUR INDEMNITY CALCULATED?

You will be indemnified based on the replacement value by objects that are equivalent and of the same nature, Wear and Depreciation deducted.

| Date of initial purchase | Replacement price paid in % of initial price |
|--------------------------|--|
| < 1 year                 | 75 %   |
| > 1 year and < 2 years   | 65 %   |
| > 2 years and < 3 years  | 55 %   |
| > 3 years and < 4 years  | 45 %   |
| > 4 years and < 5 years  | 35 %   |
| > 5 years and < 6 years  | 25 %   |
| > 6 years and < 7 years  | 15 %   |
| > 7 years and < 8 years  | 5 %  |
| > 8 years                | X  |

## 8. WHAT ITEMS ARE TO BE PROVIDED IN CASE OF AN INCIDENT?

Your declaration of incident will have to be accompanied by the following items:

- The receipt for filing of a complaint or declaration of theft done within 48 hours with a local authority (police, state police, transport company, purser, etc.) when it involves a theft or loss,
- The reserve documents with the transporter (maritime, air, rail, road) when your luggage or objects are lost during the period when they are in the legal custody of the transporter,
- The ticket for check-in of the baggage delivered late by the transport company and the supporting document for the late delivery.

In case these documents are not presented, we will be within our rights to demand an indemnity from you equal to the resulting prejudice for us.

The amounts insured may not be considered as proof of the value of the property for which you request indemnification, or as proof of the existence of this property.

You are required to justify, by any means within your power and by any document in your possession, the existence and value of this property at the time of the Incident, as well as the significance of the losses.

## 9. WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF THE STOLEN OBJECTS COVERED BY A BAGGAGE GUARANTEE?

You must immediately notify us by registered letter as soon as you are informed of this.

- If we have not paid the indemnity, you must take possession of the objects and we will only be required to pay for any damage or any missing items.

- If we have already indemnified you, within a period of 15 days, you may opt for:

- either renunciation,
- or for the return of the objects in exchange for return of the indemnity that you received, subject to deduction of the any damage or any missing items.

If you have not expressed a choice within a period of 15 days, we consider that you are opting for renunciation.

## INDIVIDUAL ACCIDENT DURING TRAVEL

### 1. WHAT WE COVER

#### ACCIDENTAL DEATH

If an Insured is the victim of an Accident during a Stay and dies as a result of the Accident within 24 months thereof, the Insurer will pay the Beneficiary the sums set out in the **Special Conditions and in the Table of Coverage Amounts**. If the body of the Insured is lost at sea or if the mode of transport by which the Insured was travelling disappears or is destroyed, the Insured will be presumed dead one year after the date of the Accident. The policy will then cover the Beneficiaries, on presentation of a court judgment confirming the death. However, if it is proven at any time after the capital has been paid to the Beneficiary(ies) that the Insured is still alive, the Insured is responsible for ensuring that the sum paid as a result of the presumed death is returned in full to the Insurer.

#### ACCIDENTAL PERMANENT DISABILITY

If an Insured is the victim of an Accident during a Stay and it is established that he/she is partially or completely disabled as a result of the Accident, the Insurer will pay the Insured (or his/her legal representative in the case of a minor) the sum obtained by multiplying the amount stated in the **Special Conditions and in the Table of Coverage Amounts** by the disability rating, as defined in the European physical and mental disability rating scale. The disability rating will be determined as soon as the Insured's condition has stabilized and within three years of the date of the Accident. The rating for a disability not included in the rating scale will be set by comparing the severity of the disability with the cases listed in the aforementioned Rating Scale. Disability ratings are determined independently of professional, social and family considerations. No compensation will be paid for the loss of body parts or organs prior to the Accident. Injuries caused to body parts or organs already injured prior to the Accident will be compensated solely according to the difference between the Insured's condition before and after the Accident. The assessment of injuries caused to a body part or organ must not be influenced by a pre-existing disability affecting another body part or organ. If several body parts or organs are injured as a result of the same Accident, disability ratings shall be combined and capped at one hundred per cent (100%). If the Insured dies before his/her disability has definitively stabilized, the capital payable in case of death will be paid less any sums already paid in connection with the disability. "Accidental Death" and "Accidental Permanent Disability" cover will not be combined if they result from the same event.

### 2. NON-ACCUMULATION OF INDEMNITIES

There is no accumulation between the amounts due in case of death and total permanent disability when they result from the same covered event.

If, after having received an indemnity resulting from partial invalidity following a covered event, you were to die as a result of the same event, we would pay your beneficiaries the benefit specified in case of death to the limit of the amount indicated in the **Table of Amounts of Guarantees** with deduction of the indemnity that we have already paid based, on partial permanent disability.

### 3. WHAT WE EXCLUDE

Are excluded:

- mental illness, as well as all illness existing at the time of membership to the policy,
- accidents resulting from the practice of certain sports such as: rock-climbing, mountain-climbing, competitive bobsled, parachuting and all aerial sports, including kite-flying or any analogous equipment, speleology, as well as those resulting from training or participation for sports competitions,
- accidents resulting from the practice of deep-sea diving (with or without equipment) when this activity is practiced at more than 10 km from a medical facility having a hyperbaric chamber
- accidents resulting from the practice of deep-sea diving (with or without equipment) when this activity is practiced without a monitor having the required qualifications
- accidents caused by the use of a motor cycle of greater than 125 cm<sup>3</sup> as a driver or passenger,
- accidents caused by a transport company not certified for the public transport of persons.
- Any claim arising from an accident occurred when performing your professional activity,
- Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes,
- The participation of an Insured in bets, challenges or fighting,
- Consequences of the transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles or any irradiation from a source of energy of a radioactive nature,
- The telluric movements, floods, eruptions volcanic and, generally, any phenomenon triggered by the forces of nature,
- Illnesses or injuries derived from the consumption of alcoholic beverages by an Insured (with an alcohol level superior or equal to the rate in force in the country of stay in which the Insured is located),
- Consumption of narcotics, drugs or medicine, other than those which have been prescribed by a doctor,
- Accidents caused by the use of a motor cycle of greater than 125 cm<sup>3</sup> as a driver or passenger,
- Accidents related to the use of two-wheelers when the Insured does not hold a driving licence in accordance with the legislation of the country in which he or she is located,
- Accidents related to the use of two-wheelers when the Insured did not wear a helmet in contradiction with the legislation in force in the country in which he/she is located,
- Suicide, attempted suicide or self-harm on the part of an Insured,
- Any intentional act on your part that could trigger the guarantee of the policy.

### 4. WHAT ARE YOUR OBLIGATIONS IN CASE OF AN INCIDENT?

Your declaration of Incident will have to be accompanied by the following items:

- A medical certificate, proof of your disability
- Any declarations from witnesses establishing the reality or significance of the Accident.

For the duration of his treatment, the Insured will have to permit free access by the medical advisor, whom we will appoint, to his medical information so that he may evaluate the consequences of the Accident.

In case of disagreement regarding the causes or consequences of the Accident, we will submit this disagreement to two experts, one of whom will be chosen by the Insured or his beneficiaries, and the other of whom will be chosen by us, subject to our respective rights.

In case of divergence, a third expert will be designated, either by common accord or by the Presiding Judge at the District Court of the place of your residence.



## GENERAL LIABILITY

The Insurer will hold the Insured harmless from and against the sums which the Insured is legally required to pay in compensation (as well as related costs such as the cost of enquiries, investigations and loss adjustments, lawyers' fees and costs of proceedings) in the context of his/her private life in connection with a Stay outside his/her Home country. This cover applies solely for damage caused to Third Parties and solely for property which You Do Not Own, that is not in Your custody and that is not under Your responsibility.

You must give us written notice of any incident, which may result in the payment of an indemnity as soon as possible. You must send us every court claim form, summons, letter of claim or other document as soon as You receive it. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission in writing. Nevertheless, acceptance of the facts of the case does not amount to admission of liability, any more than the bare fact of having arranged for urgent help for the victim, where this is an act of assistance which anyone may reasonably perform.

We may take on Your defense and shall manage the trial as regards the acts, damage and losses which fall within the scope of the cover set out herein.

You will participate and provide the information and documents in Your hands that support Your case.

The fact that we take on Your defense as a precautionary measure cannot be interpreted by You as constituting an acknowledgement of insurance coverage and it in no way, shape or form implies that we agree to bear the cost of damage or losses which might not be covered by this policy.

We will provide cover if a third-party injury claim is made against You or any other person insured under this policy if the injury was caused during the policy period.

If the claim is not covered and in the event we have paid or deposited instead of You some expenses, we will reserve the right to proceed against You for the reimbursement for all these amounts.

### 1. PRIVATE LIFE LIABILITY ABROAD

#### 1.1. WHAT WE COVER

The pecuniary consequences that you could incur following an amicable or juridical claim formed against you by a harmed Third Party, due to any bodily harm or property damage covered by this policy,, caused to this latter party by an accident occurring during your Stay, to the limit of the amounts indicated in the Table of Amounts of Guarantees.

#### 1.2. WHAT WE EXCLUDE

Are excluded:

- Damages caused from your professional activity or employment,
- Consequence of acts intentionally caused by the Insured,
- Any liability related to the ownership, possession or use of vehicles, aircrafts and watercrafts,
- Losses resulting from the practice of hunting,
- The consequences of any incident involving property damage or bodily harm affecting you as well as your spouse, ascendants or descendants,
- Consequential losses except for when they are the consequence of covered property damage or bodily harm, in which case their coverage is as it appears in the ceiling specified in the Table of Amounts of Guarantees,

- All arrangements made by you without our prior approval,
- Accidents resulting from practicing the following sports: bobsleigh, rock-climbing, skeleton, mountain climbing, competitive luge, all aerial sports, as well as those resulting from participation or training for matches or competitions.
- Fines and any pecuniary condemnations pronounced as a sanction and not constituting the direct remedy of bodily harm or property damage are never covered (such as punitive or to set an example).
- Physical damage caused by the Insured to laptops, mobile phones and tablets,
- Damage caused to property that is in the custody of, rented to or loaned to, the Insured.
- Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes,
- The participation of an Insured in bets, challenges or fighting,
- Consequences of the transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles or any irradiation from a source of energy of a radioactive nature,
- The telluric movements, floods, eruptions volcanic and, generally, any phenomenon triggered by the forces of nature,
- Illnesses or injuries derived from the consumption of alcoholic beverages by an Insured (with an alcohol level superior or equal to the rate in force in the country of stay in which the Insured is located),
- Consumption of narcotics, drugs or medicine, other than those which have been prescribed by a doctor,
- Accidents caused by the use of a motor cycle of greater than 125 cm<sup>3</sup> as a driver or passenger,
- Accidents related to the use of two-wheelers when the Insured does not hold a driving licence in accordance with the legislation of the country in which he or she is located,
- Accidents related to the use of two-wheelers when the Insured did not wear a helmet in contradiction with the legislation in force in the country in which he/she is located,
- Suicide, attempted suicide or self-harm on the part of an Insured,
- Any intentional act on your part that could trigger the guarantee of the policy.

## 2. RENTAL CIVIL LIABILITY

### 2.1. WHAT WE COVER

The financial consequences you may suffer as the tenant of a property (apartment, house) due to any damage caused to a Third party through water damage, fire or explosion occurring on the premises temporarily occupied during the Stay, **within the limits of the maximum amounts indicated in the Table of Coverage Amounts.**

The coverage applies under the following conditions:

- When you have caused damage to a Third party for which you are civilly liable through a claim,
- And when the damaging event occurred between the initial date of effect of the cover and its termination or expiry date, whatever the dates of the other elements composing the Claim.

This amount is the limit of the Insurer's commitment for all damage caused by the same initial cause, whatever the number of Third parties in question.

## 2.2. WHAT WE EXCLUDE

Are excluded:

- Losses resulting from the practice of hunting,
- Consequence of acts intentionally caused by the Insured,
- Any liability related to the ownership, possession or use of vehicles, aircrafts and watercrafts,
- Damages caused from your professional activity or employment,
- The consequences of any incident involving property damage or bodily harm affecting you as well as your spouse, ascendants or descendants,
- Consequential losses except for when they are the consequence of covered property damage or bodily harm, in which case their coverage is as it appears in the ceiling specified in the Table of Amounts of Guarantees,
- All arrangements made by you without our prior approval,
- Accidents resulting from practicing the following sports: bobsleigh, rock-climbing, skeleton, mountain climbing, competitive luge, all aerial sports, as well as those resulting from participation or training for matches or competitions.
- Fines and any pecuniary condemnations pronounced as a sanction and not constituting the direct remedy of bodily harm or property damage are never covered (such as punitive or to set an example).
- Physical damage caused by the Insured to laptops, mobile phones and tablets,
- Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes,
- The participation of an Insured in bets, challenges or fighting,
- Consequences of the transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles or any irradiation from a source of energy of a radioactive nature,
- The telluric movements, floods, eruptions volcanic and, generally, any phenomenon triggered by the forces of nature,
- Illnesses or injuries derived from the consumption of alcoholic beverages by an Insured (with an alcohol level superior or equal to the rate in force in the country of stay in which the Insured is located),
- Consumption of narcotics, drugs or medicine, other than those which have been prescribed by a doctor,
- Accidents caused by the use of a motor cycle of greater than 125 cm<sup>3</sup> as a driver or passenger,
- Accidents related to the use of two-wheelers when the Insured does not hold a driving licence in accordance with the legislation of the country in which he or she is located,
- Accidents related to the use of two-wheelers when the Insured did not wear a helmet in contradiction with the legislation in force in the country in which he/she is located,
- Suicide, attempted suicide or self-harm on the part of an Insured,
- Any intentional act on your part that could trigger the guarantee of the policy.

## FLIGHT DELAY

### 1. WHAT WE COVER

This guarantee is valid for:

- Regular flights of airlines for round trip travel for which times are published,
- Charter flights for round trip travel for which flight times are indicated in the outgoing plane ticket.

Following a delay in arrival of the airplane of the Insured by more than 4 hours, with respect to the time expected initially and causing the traveller to miss a connecting flight, we indemnify you **to the limit of the amount indicated in the Table of Amounts of Guarantees.**

For the calculation of indemnity, the amount of lateness for the outgoing flight is not added to the amount of lateness for the return flight and they only involve a one-way trip. Meanwhile, the guarantee may apply for the outward and return flights if, for each trip, the delay is greater than 4 hours and causes the traveller to miss a connecting flight. The guarantee takes effect on the date and time indicated on the plane ticket and expires upon arrival at the airport of destination.

This guarantee does not apply if you are transferred to another airline during the initially expected times.

## 2. WHAT WE EXCLUDE

Are excluded:

- Civil or foreign war, rioting, popular movements, strikes, acts of terrorism, taking of hostages or sabotage, manifestation of radioactivity of any kind, any effect of nuclear origin or caused by any source of ionizing radiation in the country of departure, transfer or destination,
- Any event posing a threat to safety during your trip if your destination is not advised by the French Ministry of Foreign Affairs,
- A decision from the airport authorities, civil aviation authorities or any other authority having made the announcement 24 hours before the departure date for your trip,
- Events having occurred between the reservation date for your trip and the date of subscription of this policy,
- Missing a flight for which your reservation was confirmed, regardless of the reason.
- Non-admission on board due to non-respect of the deadline for the check-in of baggage and/or for presentation for boarding.
- Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes,
- The participation of an Insured in bets, challenges or fighting,
- Consequences of the transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles or any irradiation from a source of energy of a radioactive nature,
- The telluric movements, floods, eruptions volcanic and, generally, any phenomenon triggered by the forces of nature,
- Illnesses or injuries derived from the consumption of alcoholic beverages by an Insured (with an alcohol level superior or equal to the rate in force in the country of stay in which the Insured is located),
- Consumption of narcotics, drugs or medicine, other than those which have been prescribed by a doctor,
- Accidents caused by the use of a motor cycle of greater than 125 cm<sup>3</sup> as a driver or passenger,
- Accidents related to the use of two-wheelers when the Insured does not hold a driving licence in accordance with the legislation of the country in which he or she is located,
- Accidents related to the use of two-wheelers when the Insured did not wear a helmet in contradiction with the legislation in force in the country in which he/she is located,
- Suicide, attempted suicide or self-harm on the part of an Insured,
- Any intentional act on your part that could trigger the guarantee of the policy.

## 3. WHAT ARE YOUR OBLIGATIONS IN CASE OF AN INCIDENT

You must:

- Complete and/or have stamped a declaration of delay by a competent person from the airline on which you are travelling or by a competent person at the airport,
- Send us, as soon as you return and within the 156 days after your return at the latest, the declaration of delay duly completed, the photocopy of your plane ticket, the purchase invoice for the covered ticket and the stub from the boarding pass.

### — ASSISTANCE

The cover mentioned in this section is organized by the Insurer and the support is limited to benefits it has organized or, under specific circumstances, authorized. You are covered from the departure date until the end date.

**In case of an emergency, the Insurer cannot be a substitute for the local public services. In some circumstances, the use of the local public services is mandatory under local and/or international regulations.**

All of the insurance covers are provided under the condition that the intervention of the Insurer is authorized by local emergency services or the laws and regulations applicable in the country where You require assistance. Moreover, it is reminded that the Insurer and its agents are submitted to the restrictions to circulation of people and goods issued by World Health Organization or the relevant State. Finally, the carriers of passengers (in particular airlines) may impose special terms in the case of passengers with certain conditions which may be varied without notice (thus airlines may require medical examinations, a medical certificate etc.). As a result, all the covers under this section are conditioned by the acceptance by and availability of the carriers of passengers.

## 1. WHAT WE COVER

You must obtain our prior approval before taking any initiatives or committing to any expenditure. Furthermore, it is agreed that any refusal to apply decisions made by EUROP ASSISTANCE will terminate all coverage and services.

### A. ASSISTANCE TO PERSONS IN CASE OF ILLNESS OR INJURY, DURING TRAVEL

#### 1. TRANSPORT/REPATRIATION

If you fall ill or are injured during your Trip, our medical doctors will contact the local doctor who treated you for the Illness or the Accident.

The information collected from the local doctor and eventually the usual general practitioner, after a decision by our doctors and on condition that they consider you transportable and repatriatable, allows us to trigger and organise:

- either your return to your Residence,
- or your transport, eventually under medical supervision, to a suitable hospital facility near your Residence, by light sanitary vehicle, ambulance, train (1st class seat, 1st class sleeper or sleeper car), by plane or by sanitary aircraft.

Similarly, exclusively based on decision by our doctors, we can, in some cases, initiate and organise initial transport to a local healthcare centre before considering a return to an establishment near your Residence.

Only **your medical condition** and compliance with applicable health regulations are considered when deciding on transport, the choice of means of transport, and the choice of the eventual location for hospitalization.

**This coverage can only be claimed once per 12-month period**

#### IMPORTANT

be made by our doctors in last resort, in order to avoid any conflict of medical authority.

Furthermore, if you refuse to accept the decision considered by our doctors to be the best, you release us from liability, in particular if you return by your own means or if your medical condition worsens.

## 2. RETURN OF ACCOMPANYING PERSON(S) AND COVERAGE OF EXPENSES FOR STAY

When you are repatriated or hospitalized by us, and based on the opinion of our Medical Department, we organize the transport of the insured members of your family or of 2 insured persons who accompany you for the return.

This transport will take place:

- either with you,
- or individually.

We cover:

- the transport of these insured persons, by train in first class or by airplane in economy class, as well as the charges for a taxi, from departure, so that they can go from the location of their travel to the train station or airport, and upon arrival, from the train station/airport at the Home (provided that the transport ticket initially specified within the framework of the Stay of these persons is not able to be used).
- the expenses for prolonging the Stay of these persons **to the limit of the amount indicated in the Table of Amounts of Guarantees.**

## 3. PRESENCE DURING HOSPITALIZATION

When you are hospitalized at the place where you become ill or where you are involved in an Accident and our doctors deem, based on the information provided by the local doctors, that your return cannot occur before 72 consecutive hours (or 48 hours if the Insured is of minor age or handicapped), we organize and cover the round trip travel from your Home country, by train in first class or by airplane in economy class for a person of your choice to be at your bedside.

We also cover hotel expenses for the person (room and breakfast), **to the limit of the amount indicated in the Table of Amounts of Guarantees.**

**This benefit may not be combined with the "RETURN OF ACCOMPANYING PERSONS" benefit.**

## 4. PROLONGATION OF STAY

If, following an Illness or Accident having occurred during his Stay, the Insured is immobilized and under obligation to extend his Stay on site and our doctors deem, based on information provided by local doctors, that the condition of health of the Insured does not require his Hospitalization, we cover the expenses for prolongation of the Stay of the Insured to the limit of the amount indicated in the Table of guarantees.

To the limit of the amount indicated in the Table of guarantees,

we cover a transport ticket to the limit of one plane ticket (return ticket only) in economy class or a train ticket in first class to permit the Insured to return to his Home, provided that he cannot use the transport ticket initially specified for his Stay.

Our coverage ceases on the day that our doctors deem, based on the information received from the local doctors, that the Insured is able to return to his Home country.

## 5. EARLY RETURN IN CASE OF HOSPITALIZATION OR DEATH OF A FAMILY MEMBER

During your trip, you are informed of:

- Either the unexpected hospitalization due to a serious illness or a serious accident for more than 72 hours of your spouse, your direct ascendants or descendants, brother or sister, father-in-law or mother-in-law, and you wish to travel to their bedside in the place they have been admitted to hospital.
- Or the death of your spouse, your direct ascendants or descendants, brother or sister, father-in-law or mother-in-law, and you wish to attend the funeral.

EUROP ASSISTANCE will make available and pay for:

- Either your one-way plane ticket (Economy class) to your home country, or a train ticket (1st class) to the closest town in your home country, excluding all other travel costs;
- Or your round trip plane ticket (Economy class) to your home country, or round trip train ticket (1st class) to the closest town in your home country, excluding all other travel costs;

Subject to the following conditions being met :

- The Policy holder must contact the assistance centre and obtain permission before any ticket purchases

In order to benefit from a round trip ticket, the following additional conditions must be met:

- Both round trip tickets must have been ordered at the same time
- Your return date must be at the maximum within 30 days of your outgoing trip
- Your insurance contract must be valid for a period greater than or equal to 1 month after the return date. We reserve the right to demand any additional supporting documents (proof of family relationship, death certificate, round trip ticket purchase invoice, etc.).

If you fail to send us documentary proof within 30 days, we reserve the right to invoice you for the full covered costs.

**This coverage can only be claimed once per 12-month period**

## B. ASSISTANCE IN CASE OF DEATH

### 1. TRANSPORT OF THE BODY AND EXPENSES FOR A COFFIN IN CASE OF THE DEATH OF AN INSURED

Should the Insured die during the trip: we organize and cover transport of the deceased Insured to the location of the funeral in his Home country.

We also cover all expenses required for the preparation and specific arrangements for transport exclusively, to the exclusion of other expenses.

In addition, we participate in the expenses for a coffin or an urn, which the family obtains from the funeral home of its choice, **to the limit of the amount indicated in the Table of Amounts of Guarantees**, and upon presentation of the original invoice.

Other expenses (notably the ceremony, local motorcade, inhumation) remain the responsibility of the family.

## C. TRAVEL ASSISTANCE

### 1. ADVANCE ON BAIL BOND AND COVERAGE ON LAWYER'S FEES (ABROAD ONLY)

You are travelling Abroad and legal action is initiated against you following a violation of legislation in the country where you are located: we advance the amount of the bail bond **to the limit of the amount indicated in the Table of Amounts of Guarantees**.

You agree to reimburse this advance at the latest within 30 days following receipt of our invoice or as soon as this bond is returned to you by the authorities, if the amount is returned before expiration of this period.

In the event of failure to appear before the courts, restitution of the bond which the Insured was unable to recover as a result of not appearing becomes immediately enforceable.

In addition, when legal action is instigated against you personally, we cover the lawyer's expenses against documentary proof that you have incurred for this reason on site **to the limit of the amount indicated in the Table of Amounts of Guarantees**, provided that the charges mentioned are not, according to the legislation of the country, subject to criminal sanctions.

This benefit does not cover legal action initiated in your Home country, following an unintentional violation occurring Abroad.

Your request for coverage must include the enforceable court ruling.

The following are ineligible for coverage:

- Legal action concerning your relations with your employer and collective labour conflicts;
- Legal action concerning family law (divorce, child custody, visitation rights);
- Legal action concerning the administration of a non-profit organisation, civil or commercial company or the ownership of company shares

### 2. SENDING OF URGENT MESSAGES (FROM ABROAD ONLY)

During your Stay, if you are unable to contact a person who is in your Home country, we will send, at the time and on the day that you have chosen, the message that you have given to us by telephone.

#### NOTE:

This service does not permit the use of reverse-charge calls. Furthermore, the content of your messages may not under any circumstances engage our responsibility, and remains subject to French legislation, notably criminal and administrative. Non-respect of this legislation may result in refusal to communicate the message.

### 3. EXPEDITION OF MEDICATIONS ABROAD

You are travelling Abroad and your medication, that are indispensable for continuation of your treatment and whose interruption presents, in the opinion of our doctors, a risk for your health, are lost or stolen, we look for equivalent medication on site and, in this case, we organize a medical visit with a local doctor who will be able to prescribe such. Medical expenses and the cost of medication are your responsibility.

If there are no equivalent medications on site, we organize, from France only, the expedition of medication prescribed by your primary care physician, provided that he sends our doctors a duplicate of the prescription he gave you and that said medication is available at city pharmacies.

We cover the charges for shipping and bill you for customs duties and the cost of purchasing the medication, which you agree to reimburse us upon receipt of invoice.

These shipments are subject to the terms and conditions of the transport companies that we use. In all cases, they are subject to the regulations and conditions imposed by French and national

legislation of each of the countries with regard to the importation and exportation of medications.

We decline any responsibility for losses, theft of medications and regulatory restrictions that could delay the transport of medications or render delivery impossible, as well as for the consequences resulting from them. In all cases, shipment is prohibited for blood products or blood derivatives, products reserved for use in hospitals or products requiring special conditions for conservation, notably refrigeration or, in general, products not available to be dispensed in pharmacies in France. Furthermore, abandonment of the fabrication of medications, withdrawal from the market or unavailability in France constitute cases of force majeure that may delay execution of the service or render it impossible.

### 4. ASSISTANCE IN CASE OF THEFT, LOSS OR DESTRUCTION OF DOCUMENTS OF IDENTIFICATION OR MEANS OF PAYMENT

During your trip, should you lose your documents of identification or have them stolen, every day, from 8:00 a.m. to 7:30 p.m. (Paris time), except for Sundays and legal holidays, by simply calling our Information Service, we can inform you about the procedures to be followed (filing of a complaint, renewal of documents of identification, etc.).

This information constitutes information of a documentary nature mentioned by article 66-1 of the amended law of 31/12/71. Under no circumstances does it involve a legal consultation. Depending on the case, we will direct you to the organizations or categories of professionals who can respond to you. Under no circumstances may we be held responsible for either the interpretation or use that you may make of the information provided.

In case of loss or theft of your means of payment, credit cards, cheque book and subject to receipt of an attestation of loss or theft issued by the local authorities, we send you an advance of funds **to the limit of the amount indicated in the Table of Amounts of Guarantees** so that you can manage your expenses for basic necessities, subject to the following prior conditions:

- payment by a third party by debit of a bank card for the corresponding amount,
- payment by your banking establishment of the corresponding amount.

You will sign a receipt upon remittance of the funds.

### 5. EXPENSES FOR SEARCH AND RESCUE AT SEA, IN THE MOUNTAINS AND IN THE DESERT

We cover the expenses for search and rescue at sea, in the mountains and in the desert **to the limit of the amount indicated in the Table of Amounts of Guarantees**.

Only expenses billed by a company that is duly certified to perform these activities may be reimbursed.

The benefit does not include either the organization or execution of the search and rescue.

### 6. PSYCHOLOGICAL SUPPORT

Our psychological support and assistance line offers access to a clinical psychologist who can provide you with psychological support 24 hours a day and 365 days a year. Without being psychotherapy, the discussion conducted by professionals, who will remain neutral and attentive, will permit the beneficiary to confide in someone and to clarify the situation that he is facing. Europ Assistance handles the organization and coverage of three telephone interviews with a psychologist. Based on the situation and expectations of the beneficiary, an appointment could be organized to consult with a state-certified psychologist near one's Home. The choice of practitioner is up to the Insured and the expenses for consultation are his responsibility.

## WHAT WE EXCLUDE

We cannot under any circumstances replace local emergency services organizations.

Are excluded:

- The consequences of exposure to infectious biological agents diffused intentionally or accidentally, to chemical agents such as war gas, agents which incapacitate, nerve gas or gases with residual neuro-toxic effects,
- The consequences of intentional acts on your part or the consequences of harmful acts, attempted suicide or suicide,
- Conditions of health and/or illnesses and/or injuries that were pre-existing and diagnosed and/or treated for which a person was hospitalized continuously, or received outpatient or ambulatory care within the 6 months preceding the date of departure whether this involves the manifestation or aggravation of said condition,
- Expenses incurred without our approval or not expressly specified by these General Provisions of the policy,
- Expenses not supported by original documents,
- Incidents having occurred in countries excluded from the guarantee or outside the dates of validity of the policy, and notably beyond the expected duration of travel Abroad,
- The consequences of incidents having occurred during events, races or competitions involving motorized vehicles (or their trials), subject, by regulations in effect, to prior authorization from public authorities, when you participate as a competitor, or during trials on a circuit course subject to prior approval from public authorities, even if you use your own vehicle,
- Trips taken for the purpose of medical diagnosis and/or treatment or for plastic surgery, their consequences and resulting expenses,
- The organization and coverage of the transport mentioned in the section "TRANSPORT/REPATRIATION" for benign afflictions that may be treated on site and that do not prevent you from continuing your trip,
- Requests for assistance related to medically assisted fertility or voluntary termination of pregnancy, their consequences and resulting expenses,
- Requests relating to fertility or surrogacy, its consequences and resulting expenses,
- Medical devices and prostheses (dental, hearing, medical),
- Spa treatments, their consequences and resulting expenses,
- Medical expenses incurred in your home country,
- Planned hospitalization, its consequences and resulting expenses,
- Optical expenses (eyeglasses and contact lenses for example),
- Vaccinations and expenses for vaccination,

- Medical check-ups, their consequences and the related expenses,
- Interventions of an aesthetic nature, and any consequences and resulting expenses,
- Stays at convalescence facilities, their consequences and resulting expenses,
- Re-education, physical therapy, chiropractic care, their consequences and resulting expenses,
- Medical or paramedical services and product purchases whose therapeutic use has not been recognized by French legislation, and the related expenses,
- Medical check-ups for early detection and prevention, on-going treatments or analysis, their consequences and resulting expenses,
- Organization of the search and rescue of persons, notably in the mountains, at sea or in the desert,
- Expenses related to excess baggage weight for air transport and the expenses for transport of baggage when it cannot be transported with you,
- Expenses for trip cancellation,
- Expenses for dining,
- Customs duties.
- telephone and taxi costs.
- Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes,
- The participation of an Insured in bets, challenges or fighting,
- Consequences of the transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles or any irradiation from a source of energy of a radioactive nature,
- The telluric movements, floods, eruptions volcanic and, generally, any phenomenon triggered by the forces of nature,
- Illnesses or injuries derived from the consumption of alcoholic beverages by an Insured (with an alcohol level superior or equal to the rate in force in the country of stay in which the Insured is located),
- Consumption of narcotics, drugs or medicine, other than those which have been prescribed by a doctor,
- Accidents caused by the use of a motor cycle of greater than 125 cm<sup>3</sup> as a driver or passenger,
- Accidents related to the use of two-wheelers when the Insured does not hold a driving licence in accordance with the legislation of the country in which he or she is located,
- Accidents related to the use of two-wheelers when the Insured did not wear a helmet in contradiction with the legislation in force in the country in which he/she is located,
- Suicide, attempted suicide or self-harm on the part of an Insured,
- Any intentional act on your part that could trigger the guarantee of the policy.



**Aon France trading under the trademark Chapka Assurances.**

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ORIAS N°07 001 560 | Simplified joint-stock company with a capital of 46 027 140 euros | Paris Trade and Companies

Register N°: 414 572 248 | European Union VAT N°: FR 22 414 572 248

Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.