



MEDICAL  
EXPENSES



ASSISTANCE



BAGGAGE



BENEFIT



LEGAL  
LIABILITY



# CAP ADVENTURE

INSURANCE POLICY N° 22 43 701

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MEDICAL EXPENSES



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LEGAL LIABILITY



# CAP ADVENTURE

INSURANCE POLICY N° 22 43 701

## WHAT TO DO IN THE EVENT OF A CLAIM

### REQUESTING HOSPITAL CARE

#### IMPLEMENTING ASSISTANCE BENEFITS AND REQUESTING IN-PATIENT HOSPITAL TREATMENT

**Before** making any arrangements affecting the policy cover for assistance services and in-patient hospital treatment, the Insured person **must contact**:



#### AXA ASSISTANCE

BY PHONE

+33 1 7079 0769

The Insured person must specify the policy number 22 43 701 and following verification, the Assistance Company will issue a claim reference number. The Assistance Company will pay the costs directly to the hospital.

**Important: Assistance and medical expense benefits in the event of in-patient hospital treatment are issued only after acceptance by AXA ASSISTANCE.**

#### IMPLEMENTING INSURANCE BENEFITS

The Insured person must make the claim notification as soon as possible or within five days of the occurrence of the incident.

Reimbursement claims must be sent to the following address:



#### CHAPKA ASSURANCES

GESTION SINISTRES

Online: <https://www.chapkadirect.com/index.php?action=sinistre>

You must file your claim through the website..

You will be able to download all the necessary documents from the website.

You can also check the email that you receive upon registration. There you will also find a sheet summarising the procedure for filing a claim and you can download the medical questionnaire.

**All Claims filed with AXA Assistance more than five days after their occurrence will be deprived of their rights to the benefits if the delay harms AXA Assistance, unless the Insured person can prove that such delay is due to**

**force majeure preventing claim notification within the deadline.**

Any Insured person or Beneficiary intentionally providing inaccurate information or submitting fraudulent or falsified documents with the intent to defraud AXA Assistance will lose all entitlement to the benefits for the Claim in question.

**Under penalty of forfeiture, the Insured person shall take all the necessary steps to limit the consequences of the incident and shorten the recovery period, consenting to any necessary medical treatment.**

The medical practitioner appointed by AXA Assistance must be able to examine the Insured person to determine his/her condition. Any refusal of this examination after receiving a registered letter will invalidate any claim under the policy (Forfeiture).

#### CONTRACT SUBJECT TO THE PRINCIPLE OF INDEMNITY

THIS CONTRACT IS SUBJECT TO THE PRINCIPLE OF INDEMNITY IN ACCORDANCE WITH ARTICLE L. 121-1 OF THE FRENCH INSURANCE CODE. THE INSURED PERSON IS REMINDED THAT ACCORDING TO THE PRINCIPLE OF INDEMNITY AXA ASSISTANCE SHALL NOT CONFER A BENEFIT GREATER IN VALUE THAN THE LOSS SUFFERED BY THE INSURED PERSON.

CONSEQUENTLY, THE INDEMNITY CONFERRED BY AXA ASSISTANCE SHALL NOT BE GREATER IN VALUE THAN THE AMOUNT OF THE CHARGES TO BE BORNE BY THE INSURED PERSON AFTER REIMBURSEMENTS OF ANY KIND TO WHICH THE INSURED PERSON IS ENTITLED.

### DOCUMENTS TO BE SUPPLIED

#### FOR ALL BENEFITS

- the policy number 2243701;
- the membership number written on your certificate;
- the first name(s) and surname of the Insured person;
- a copy of the passport;
- a copy of the plane ticket departing from the country of residence;
- the bank details of the injured person;
- the police report in the event of assault.

#### FOR MEDICAL EXPENSES

Medical expenses in the event of in-patient hospital treatment outside the country of residence:

In the event of an Accident or medical condition requiring on-site in-patient hospital treatment, the Insured person must:

- First, contact AXA ASSISTANCE.
- Present the AXA Assistance card to the Hospital Admissions Department, which will ask AXA Assistance to confirm the validity of the card through the contact details written on it (by phone, email or fax).

AXA Assistance will arrange for medical expenses to be paid directly to the hospital and the Insured person will not need to make any advance payment.

In the event of assault, the Insured person must report the incident within forty-eight (48) hours of its occurrence to the local police.

The Insured person or the legal representatives of same take all necessary steps to recover medical expenses (wholly or in part) from Social Security and/or other complementary organisations affiliated to the Insured person and to immediately pay these sums to AXA Assistance. If the expenses are not borne by the insurance institution or the supplemental health insurance of the Insured person, AXA Assistance will bear them entirely.

#### **Medical expenses, excluding in-patient hospital treatment, outside the country of residence:**

In order to claim reimbursement of medical expenses, excluding in-patient hospital treatment, the Insured person must provide:

- The medical questionnaire or medical certificate;
- The invoice of the expenses incurred together with proof of payment;
- The medical practitioner's prescription;
- All documents required by AXA Assistance.

In the event of assault, the Insured person must report the incident within forty-eight (48) hours of its occurrence to the local police.

The Insured person or his/her legal representatives must take all the necessary steps to recover medical expenses (wholly or in part) from Social Security and/or other complementary organisations affiliated to the Insured person and to immediately pay these sums to AXA Assistance.

AXA Assistance will take responsibility for the reimbursement of the expenses by Social Security and/or other complementary organisations affiliated to the Insured person or legal representatives. If the expenses are not borne by the insurance institution or the supplemental health insurance of the Insured person, AXA Assistance will bear them entirely.

#### **Medical expenses in the country of residence:**

In order to claim reimbursement of medical expenses in the country of residence the Insured person must provide:

- A medical certificate;
- A statement of the treatment given (provided by the medical practitioner to the patient who will send it to Social Security);
- The hospital invoices and medical fees;
- The statements of Social Security and/or other complementary organisations, as well as the reimbursement statement of which the Insured person has been the beneficiary.

In the event of assault, the Insured person must report the incident within forty-eight (48) hours of its occurrence to the local police.

The Insured person or his/her legal representatives must take all the necessary steps to recover medical expenses (wholly or in part) from Social Security and/or other complementary organisations affiliated to the Insured person and to immediately pay these sums to AXA Assistance. If the expenses are not borne by the insurance institution or the supplemental health insurance of the Insured person, AXA Assistance shall bear them entirely.

#### **FOR DEATH AND DISABILITY ARISING FROM AN ACCIDENT**

- A written statement describing the circumstances of the Accident, the name of the witnesses and, if a report has been drawn up, the details of the authority who drew up the report together with the incident number;
- the certificate of the medical practitioner, surgeon or hospital providing first aid, together with a description of the bodily injuries;
- the death certificate;
- documentation establishing the quality of the Beneficiary in the event of death; the name and address of the notary in charge of the inheritance.

#### **FOR TRAVEL INCIDENTS**

In order to receive reimbursements, the Insured person must provide AXA Assistance with the original receipts of the expenses incurred as a result of the incidents. .

#### **FOR BAGGAGE LOSS, DAMAGE, THEFT OR DESTRUCTION**

- In the event of theft or damage to his/her baggage, the Insured person must report the incident to the competent local authorities **within twenty-four hours of its occurrence.**
- The Insured person must report the loss, damage or destruction of baggage to the carrier **within twenty-four hours of the occurrence of the incident.**

The Insured person must provide:

- The original receipt of the report issued by the competent authorities and a detailed statement within five days (date, causes and circumstances), the purchase receipt with details of the items object of the claim together with all documents requested by AXA Assistance.
- In the event of damage: A photograph of the damaged baggage or items, an estimate for the repair (or receipt for the repair together with proof of payment), a letter from an expert stating that the baggage or item is not repairable in the event of irreparability of damaged items.
- The Insured person shall provide the original guarantee certificate for valuables or jewellery to AXA Assistance as well as a notarised agreement if possession of these items is the consequence of an inheritance and the valuation by an expert these items were valued in the absence of an invoice.
- If the incident occurs while the baggage is under the responsibility of a carrier, the Insured person must submit to AXA Assistance proof of the claim to the carrier, the property damage report issued by the airline or the property irregularity report (PIR) issued by the airline. The Insured person must also submit proof of reimbursement issued by the or, in its absence, proof of the refusal of reimbursement issued by the airline.

#### **FOR COSTS RELATED TO SEARCH AND FIRST AID**

In order to receive reimbursement for search and first aid costs, you must send us:

- A detailed claim form,
- Paid bill issued by the authorized local experts who intervened. This bill must include the date, nature and raisons for the intervention.
- Medical report, police statement or the death certificate, depending on the situation..

#### **FOR PERSONAL LIABILITY**

As soon as the Insured person becomes aware of an event covered by this contract and, in any case, within five days, the Insured person shall submit to AXA Assistance the following documents:

- a detailed statement (date, causes, circumstances) by the Insured

person, the first name(s) and surnames and addresses of third parties and possible witnesses, as well as all correspondence and documents that enable the amount of damages, the liability incurred or related to third party claims to be determined.

- In the event of material damage and in addition to the aforementioned documents: the original nominative invoice for the purchase of the damaged item, a photo of the damaged item, the original invoice for its repair along with a receipt of payment or, in the absence of this, a letter from an expert stating that the damaged item is irreparable, together with the invoice for the purchase of an identical item.

The Insured person must also:

- take all reasonable steps to minimise the extension of the damages incurred and prevent any further damage;
- submit to AXA Assistance, as soon as possible, all notices, summons, writs of summons, extrajudicial documents and pleadings addressed, received or serviced.

If one or both obligations are not respected and if damage is caused to AXA Assistance, the Insured person will lose the right to the benefits (Forfeiture).

#### **FOR INDEMNITY BY VIRTUE OF THE OTHER BENEFITS:**

AXA Assistance reserves the right to request all proof considered necessary. In order to receive reimbursement, the Insured person must provide AXA Assistance with any original receipts requested.

# **GENERAL TERMS AND CONDITIONS**

## **DEFINITIONS**

All the words or expressions mentioned in these General Terms and Conditions which start with a capital letter have the following meaning:

### **Accident**

A sudden, unexpected and external event independent of the will of the victim, occurring Abroad, which is considered a medical emergency requiring immediate treatment and according to medical advice cannot be delayed until the Insured person returns to the country of residence.

### **Medical Practitioner**

A legally licensed member of the medical profession, recognised by the World Health Organisation (WHO) and the law of the country where treatment is provided.

### **Period of Cover**

The period starting on the date of commencement or renewal of the contract and ending on its date of expiry or cancellation.

### **The Insured person**

The member and all persons who leave their Country of Residence to go on a tourism Trip are referred to as the Insured person throughout the insurance contract and for whom an insurance premium has been paid.

The Insured person must be resident in the European Economic Area (excluding Switzerland), Andorra, the Principality of Monaco, DROM, New Caledonia and French Polynesia.

Will not be considered as an Insured person, a person who has not been living in its country of residence during the two-previous years from the time of subscription (except insurance contract extensions authorized and made by chapka assurances).

### **Assistance Company - Insurer - AXA Assistance:**

AXA Assistance, the name used by INTER PARTNER ASSISTANCE, a limited liability company incorporated under Belgian law with a capital of €31,702,613, a non-life insurance company certified by the Belgian National Bank (0487), registered with the Brussels Register of Legal Entities under number 415 591 055, with head office situated at 166 avenue Louise, 1050 Ixelles, Brussels, Belgium, through its Irish subsidiary head quartered at 10/11 Mary Street, Dublin 1, (company number 906006) regulated by the Irish Central Bank

### **Baggage**

Travel bags, suitcases, trunks and their contents, excluding the items of clothing worn by the Insured person.

Valuables and precious objects, including the objects described below, are considered as baggage:

#### **Valuables**

All items of value worth more than €250, excluding precious objects.

#### **Precious objects**

Jewellery, watches, furs, silverware and other precious metals, precious or semi-precious stones, and pearls, provided they are mounted in jewellery

### **Beneficiary**

The person(s) who receive(s) from AXA Assistance the amounts due in virtue of the Claims.

The word Beneficiary refers to the Insured person suffering a loss or damage or the legal representative if the Insured

person is a minor.

In the event of the death of the Insured person, unless another person has been named as Beneficiary, the scheduled amount will be paid:

- to his/her Spouse/Civil Partner provided they are not separated or divorced at the time of death of the Insured person;
- to his/her children/descendants in equal parts; the part of the deceased will go to his/her children/descendants or to his/her brothers and sisters in the absence of children/descendants;
- in their absence, to his/her mother and father in equal parts, or to the living parent if one of them has passed away;
- in their absence, to his/her heirs.

#### Complications of Pregnancy

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

#### Spouse

A Spouse is:

- A person married to the Insured person and not separated.
- A Civil Partner: a person who has cohabited with the Insured person in a common-law relationship for at least six months.
- A person who signed with the Insured person a civil Pact of solidarity [PACS] (Law introduced in France in 1999, extending the legal rights of married couples to unmarried couples, both heterosexual and homosexual, especially with regard to inheritance and tax matters).

#### Stabilisation

This is the time when the medical condition has stabilised, taken on a permanent nature and treatment is no longer necessary. The stabilisation must be established and certified by a medical practitioner specialised in bodily injury.

#### Contract

Legal document including the General Terms and Conditions and the Special Terms and Conditions. Only the formulation of an affiliate number can lead to the assumption of the existence of a Contract. Under this Contract, AXA Assistance undertakes to pay a benefit to the Beneficiary in the event of an Incident, in return for the payment of a sum called Premium.

#### Insurance Premium

The sum paid by the contract holder in return for the benefits provided by AXA Assistance. The Insurance Premium is inclusive of taxes. It is payable in full at the time of entering into the Contract.

#### Couple

Two people living under the same roof, either married or «PACS» couples, or who cohabit.

#### Forfeiture

Deprivation of the entitlement to the money or services provided for in the Contract, as a result of non-compliance by the Insured person of certain obligations stipulated in the Contract.

#### Country of Residence

Country of habitual and fiscal residence of the Insured person located in the European Economic Area (excluding Switzerland), Andorra, the Principality of Monaco, DROM, New Caledonia and French Polynesia, before the beginning of the Trip during which the Incident occurred.

and/ or

The country for which the Insured holds the nationality.

#### Bodily Injury

A physical injury.

#### Consequential Intangible Damage

Any financial loss resulting from the deprivation of the entitlement to a right, the interruption of a service provided by a person or a movable or immovable property, or the loss of a benefit, directly consequential to a Bodily injury or Material Damage.

#### Material Damage

Any alteration, damage, loss and destruction of an object or a substance, including any physical harm to animals.

#### DROM

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

DROM are considered as Foreign Departments between them

#### European Economic Area

It includes 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.

#### Hospital

A Hospital is any public or private establishment that complies with the legal requirements of the country where it is located and which:

- receives and cares for injured or ill people who are hospitalised there;
- admits injured or ill patients only under the supervision of the medical practitioners who practice there and ensure continuous care;
- maintains in good working order adequate medical equipment to diagnose and treat patients who are injured or ill and, if necessary, perform surgical operations on-site or in a facility placed under its control;
- provides care under the supervision of nursing staff.

#### Abroad

Any country outside the Country of Residence of the Insured person, in the entire world or within the limits of the territoriality covered by the Policy.

#### Exclusion

All that is expressly never covered by the insurance Contract.

#### Harmful Event

A Harmful Event is an event causing damage. A set of Harmful Events having the same technical cause shall be assimilated to a single Harmful Event.

A set of Harmful Events having the same technical cause shall be assimilated to a single Harmful Event.

#### Family

A Family is the part of a household comprising at least two persons and consisting of:

- a married or unmarried couple with possibly one or more children belonging to the same household;
- an adult with one or more children belonging to the same household (Single-parent Family).

To be considered a child of a Family he/she must be unmarried and have no Spouse/Civil Partner nor children belonging to the same household.

A household may consist of one or more Families.

### Emergency Medical Expenses

This cover applies during Trips performed in accordance with the definition of Coverage Territory.

Acquired in the event of an Accident or Medical Condition, it covers the expenses arising from In-patient Hospital Treatment during a Trip covered by this Contract, as well as all expenses for medical consultations, medicines, X-rays and medical tests.

These expenses must be prescribed by legally qualified medical practitioners holding the qualifications required in the country where they practise.

In the event of on-site In-patient Hospital Treatment during the Trip, expenses incurred are covered directly by AXA Assistance.

In this case, the Insured person must contact AXA Assistance upon arrival at the Hospital Admissions Department.

Other Emergency Medical Expenses are reimbursed to the Insured person upon receipt by AXA Assistance of all supporting documentation.

### France

It includes the French continental territory, including Corsica.

### Excess

It consists of:

- a lump sum fixed by AXA Assistance borne by the Insured person in the event of compensation; or
- a percentage beyond which compensation is granted; or
- a number of days or months after which compensation is granted.

### Civil War

A Civil War is a conflict between two factions of the same country or between a part of the population and the government in power.

### War Abroad

A War Abroad is an armed conflict between two or more States, with or without a declaration of war

### In-patient Hospital Treatment

An unexpected stay in a public or private care facility lasting more than 24 hours and medically prescribed for medical or surgical treatment following an Accident or Medical Condition. The stay is considered unexpected when it has not been planned more than five (5) days prior to the beginning of the In-patient Hospital Treatment.

### Medical Condition

Any sudden and unexpected health condition verified by a competent Medical Practitioner constituting a medical emergency requiring immediate treatment and which cannot be delayed until the Insured person returns to his/her country of residence.

### Pre-existing Medical Condition(s)

Any medical condition, including cardiovascular or circulatory diseases, which has given rise to symptoms or for which any form of treatment, medication, medical consultation,

examinations or follow up/check up has been required or received prior to the effective date of this contract and/or prior to booking and/or the beginning of any trip.

### Life-threatening Condition(s)

This expression refers to the critical condition of a person with a high risk of death in the short term (patient in intensive care, palliative care, etc.)

### Claim

Any claim for compensation, either amicable or judicial, filed by a Third party or its legal representatives and addressed to the Insured person or AXA Assistance.

### Trip

Any journey made by the Insured person for tourism purposes lasting at least one month and a maximum of twenty-four consecutive months for which the dates and destination appear on the membership application.

Please note that only tourism Trips for recreational purposes are covered and any professional activity (either paid or voluntary) or school/academic activity is excluded. Au pair or linguistic journeys are not considered tourism trips. A trip in a country where the Insured person is subject to expatriation or secondment is not considered a tourism Trip.

On the contrary, unpaid Manual Works is covered.

### Incident

Event of which the occurrence meets the conditions required by the Contract that may trigger the application of one of the subscribed benefits. All Damages (loss, damage or bodily injury) caused by the same source are considered as the same Incident.

### Personal Liability

Manifestation of the Damage (loss, damage or bodily injury) caused to a Third Party, in so far as this damage is likely to trigger the application of a benefit of the Contract. All Damages caused by the same source are considered as the same Incident.

Any Damage or set of Damages caused to Third Parties for which the Insured person is liable. Damages, arising from the same Harmful Event leading to one or more Claims, also constitute a single Incident.

### Emergency Dental Care

Emergency Dental Care is dental care that is not performed as a result of a poor prior condition of the teeth or gums which cannot be postponed and for which the following care has been provided: dental sealant, filling, root canal work or extraction.

### Coverage Territory

Benefits apply to Incidents arising during covered worldwide Trips, excluding Trips in the Country of Residence of the Insured person.

### Third Party

Any natural or legal person excluding:

- the Insured person, his/her family members, direct ancestors and descendants, and those who accompany him/her.
- employees or agents working for the same employer as the Insured person.
- any person staying and/or travelling with the Insured person.

### Contract holder

Any potential traveller who has subscribed to an insurance contract and paid for the insurance premium by bank card.

## Manual Works

Manual Works involve activities of the food service industry (cafés and restaurants), household chores, au pair and childcare, light and occasional manual work at ground level, retail sales and fruit picking.

## USA/CANADA

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

## SCOPE OF BENEFITS

In accordance with the definition of **Coverage Territory**, the benefits of this Contract only apply to covered Trips undertaken by the Insured person.

The benefits take effect on the date the Insured person departs on a tourism Trip and cease as soon upon return to the Insured person's usual place of residence.

They are valid 24 hours a day during the whole period.

## LAPSE IN COVERAGE

A Lapse in Coverage is a period during which the Insured person is not covered.

It is calculated from the effective date of the contract.

Lapses in Coverage apply as follows:

- If the Contract is entered into for the first time outside the country of residence, then a Lapse in Coverage of 12 days is applicable.
- If the contract is renewed with Chapka Assurances with no interruption in coverage, no Lapse in Coverage is applicable.
- If a contract is renewed with an interruption in coverage, then a Lapse in Coverage of 12 days is applicable.

**This Lapse in Coverage applies to all benefits excluding bodily injuries which could occur to or are caused by the Insured person, provided they are established by a competent authority (fire-fighters certificate, police report, etc.).**

## EFFECTIVE DATE AND TERMINATION OF BENEFITS

### Effective Date

The benefits shall begin on the return date of the Insured person detailed on the membership certificate for his/her touristic stay.

### Termination of benefits

The benefits shall end on the return date of the Insured person detailed on the membership certificate.

However, with regards to medical cost benefits:

. For MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE:

The benefits shall end on the return date of the Insured person detailed on the membership certificate. Nevertheless, the care shall continue for a maximum of 90 days from this date for any claim arising during the contract period.

. For EMERGENCY MEDICAL EXPENSES IN THE COUNTRY OF RESIDENCE:

In cases of permanent return following repatriation: **The benefits cease once the Insured has returned to their country of residence.**

Nevertheless, the care shall continue for a maximum of 30 days from the date of permanent return for any claim arising during the contract period.

In cases of temporary return: If the Insured stays temporarily in their country of residence (e.g. on holiday or anticipated return) **although their planned trip abroad has not expired and their contract is still valid**, they will benefit, in accordance with the dates listed on their application for membership, from the payment of medical expenses resulting from an accident or a medical condition for a maximum of 30 days.

## WHAT IS NOT COVERED

This insurance does not cover any Incidents:

- arising from a pre-existing medical condition which has not stabilised for at least six (6) months;
- intentionally caused by the Insured person;
- involving the use of two-wheeled vehicles if the Insured person is not wearing a helmet;
- caused by driving any vehicle in a state of intoxication, when the blood alcohol content is equal to or higher than that legally allowed in the country where the Accident occurs;
- linked to the use of a motor vehicle where the Insured does not have a valid driving licence for the country they are in, and/or where the Insured does not have a valid driving licence for such a vehicle in their country of residence.
- linked to the use of a motor vehicle where the Insured is not able to produce either proof of ownership or a rental agreement;
- occurring while the Insured person is under the influence of drugs, narcotics or tranquillisers not medically prescribed;
- occurring while the Insured person is in a manifest and established state of intoxication;
- caused by suicide, either conscious or unconscious, or by attempted suicide by the Insured person;
- resulting from the participation of the Insured person in any kind of betting, fights (except in cases of legitimate self-defence) or crimes;
- arising from the practice of a sport in a professional capacity;
- resulting from participation, even as an amateur, in races, competitions and preparatory tests of either water or land vehicles, except for second-class tourist rallies, or participating in sports considered dangerous, such as flying in a private aircraft as pilot or passenger, parachuting, ultralight aviation, hang-gliding, paragliding, ski jumping, mountaineering, rock climbing, caving, snorkelling or scuba diving beyond a depth for which the Insured person is not certified or of more than 40 meters and attempting to beat a record;
- resulting from the use of a motorised two or three-wheeled land vehicle with a cylinder capacity of more than one hundred and twenty-five cm<sup>3</sup> and attempting to beat a record, either as the rider or passenger;
- caused if the Insured person fails to undergo any medical treatment required for his/her condition;
- resulting from the practice of hunting;
- occurred in the course of any professional or associative activity, even voluntary;
- resulting from the practice of any mechanical or air sport;
- resulting from the practice of extreme sports such as skateboarding, base jumping, speed riding, snow kite, extreme ski, BMX (bi-cross), motocross;

- arising from piloting any device that permits movement in the air;
- occurred when the Insured person is on board an aircraft not operated by a public passenger transport company;
- caused by a Civil War or a War Abroad;
- caused by thermal, mechanical, radioactive or other effects arising from any modification of the atomic structure of matter, the artificial acceleration of atomic particles or radiation from radio-isotopes.
- claims relating to the non-observance of elementary rules of safety related to the practice of any sports or leisure activity;
- claims resulting from a lack of caution or duty of care of any nature whatsoever on the part of the insured;
- Transport expenses linked to the continuation of your trip, whether they are further to a covered claim or not;
- Taxi expenses, unless it is requested by a doctor from AXA Assistance's company;
- Excess luggage.

listed in the aforementioned EU rating scale.

Rates of disability are independent of any professional, social or family consideration.

The anatomical loss of limbs or organs that had already been functionally lost before the Accident cannot result in compensation.

For damage to limbs or organs with a disability prior to the Accident, compensation will be limited to the difference between the condition before and after the Accident.

The assessment of the damage to a limb or organ cannot be influenced by any pre-existing disability of another limb or organ.

If several limbs or organs are affected by the same Accident, the rate of disability is cumulative and may not exceed one hundred percent (100%).

In the event of death before final consolidation of the disability, the anticipated capital in the event of death is paid, after deduction of sums already paid by virtue of the disability.

The benefits for Accidental Death and Accidental Permanent Disability are not cumulative if they arise from the same event.

## TYPES OF BENEFITS

### "PERSONAL ACCIDENT ABROAD" BENEFITS

#### € ACCIDENTAL DEATH

If the Insured person is the victim of an Accident during a tourism Trip and dies as a result of this Accident within twenty-four months following its occurrence, AXA Assistance will pay to the Beneficiary the sums indicated in the Special Terms and Conditions and in the Table of Benefits.

If the body of the Insured person is not recovered following a shipwreck, the disappearance or destruction of the means of transport in which the Insured person was travelling, there is a presumption of death after a period of one year of the occurrence of the Accident. The benefit is given to the Beneficiary upon presentation of a declaratory judgement of death. However, if after payment of the sum to the Beneficiary, it is proved at any time that the Insured person is still alive, the sum paid for the presumption of death must be fully returned to AXA Assistance and the Insured person must ensure repayment.

#### ☹ ACCIDENTAL PERMANENT DISABILITY

If during the tourism Trip the Insured person is injured in an Accident leading to permanent or total disability, AXA Assistance will pay to the Insured person or, if under age, to the legal representative, the sum obtained by multiplying the amount stated in the Special Terms and Conditions and in the Table of Benefits by the rate of disability, as specified in the European Physical and Mental Disability Rating Scale for Medical Purposes.

The disability rate is set as soon as there is stabilisation of the Insured person's state of health and within three years of the date of occurrence of the Accident.

In the case of disability not provided for in the schedule, the rates are fixed by comparing their severity with the cases

#### ☹ COVERED COLLECTIVE EVENT

If several Insured person is injured during the same covered collective event, the total compensation including the overall benefits, either for death or disability, may not exceed two million euros (€2,000,000).

In the event the Insured person capital exceeds this amount, compensation will be reduced in proportion to the number of victims, and paid pro rata, according to the Insured person capital for each of them.

### MEDICAL EXPENSES BENEFITS

#### 🏥 EMERGENCY MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

Medical Expenses are covered only in the event of an Accident and a Medical Condition. This benefit is applicable in the event of tourism Trips made in accordance with the definition of «Coverage Territory», excluding the country of residence. The Medical Expenses caused by conditions prior to the effective date of the contract are not covered.

This benefit is wholly paid up to a maximum of one million euro (€1,000,000) in the USA and CANADA, after deducting an excess of thirty-five euros (€35) per Incident and, for the rest of the world, up to a maximum of two hundred thousand euros (€200,000) per year of coverage in the event of an Accident or Medical Condition. It covers the expenses of In-patient Hospital Treatment, as well as the fees for consultation, medicines, X-rays and medical tests after deduction of the repayments made by Social Security, by a insurance institution or any other supplementary body. These expenses must be prescribed exclusively by legally qualified medical practitioners holding the qualifications required in the country where they practise.

If the Insured person travels alone and our Medical Advisor specifies that accompaniment is necessary during the return journey, this cover will extend to supplementary travel and



accommodation expenses for the person accompanying the Insured person to the country of residence. Half-board accommodation will be covered. We will not cover the journey (air tickets economy class) and/or the accommodation if they have not been arranged by our intermediary or have been arranged without our prior approval. If the Insured person travels with one or more adults, but his/her return journey cannot take place on the scheduled date and our Medical Advisor specifies that a person must stay with him/her and/or accompany him/her during his/her return journey, we will make the necessary arrangements and cover the supplementary travel and accommodation expenses for one person. Half-board accommodation will be covered. We will not cover the journey (air tickets economy class) and/or the accommodation if they have not been arranged by our intermediary or have been arranged without our prior approval.

This coverage also extends, within reason, to all necessary Emergency Medical Expenses for all children born during a journey as a result of Complications of Pregnancy. Claims concerning multiple births are considered as a single event. In the event of In-patient Hospital Treatment during the Trip, the expenses incurred will be directly covered by AXA Assistance.

In this case, the Insured person must contact AXA Assistance upon arrival at the Hospital Admissions Department.

Other Medical Expenses are reimbursed to the Insured person upon receipt by AXA Assistance of all receipts.

Dental Care Expenses resulting from a covered Accident are limited to four hundred and forty euros (€440) per tooth up to a maximum of one thousand three hundred euros (€1,300) per Incident.

Emergency Dental Treatment expenses are limited to six hundred euros (€600).

Optical expenses following an Accident are limited to four hundred euros (€400).

Cost of complications arising from pregnancy are covered up to 75% of actual costs, with a maximum of € 8,000 and after deduction of a deductible of € 25.

An excess of €35 (thirty-five euros) is applicable to the total medical expenses incurred in the USA and Canada.

#### WHAT IS NOT INCLUDED IN THE BENEFITS:

- any pre-existing medical conditions that have not stabilised during the previous six (6) months;
- costs for functional prosthesis and/or prosthesis required following a Medical Condition;
- costs for orthotics;
- dental Care expenses that do not arise from an Accident and do not require Emergency treatment;
- gingivitis;
- dental implants;
- optical costs that do not arise from an Accident and do not require Emergency treatment;
- any expenses paid in the country of residence of the Insured person;
- costs for thermal spa treatment and accommodation in a rest home;
- any expenses arising from an Accident occurred or a Medical Condition diagnosed before the effective date of the contract;
- any expenses incurred if the Insured person does not suffer from a serious condition or if the treatment can be reasonably postponed until the Insured person returns to the country of residence;
- any costs relating to pregnancy, not arising from

complications of pregnancy occurring after the Insured person departs on a Trip. Eutrophic pregnancies and deliveries and movements in spite of the fact that a medical practitioner has established that the pregnancy presents a risk of premature delivery, do not constitute unexpected events;

- any costs relating to a treatment prescribed in the country of residence of the Insured person prior to his/her departure on a trip;
- dermatological expenses;
- physiotherapy expenses, unless they are the direct result of a bodily injury or a medical condition;
- sexually transmitted diseases;
- osteopathy expenses;
- vaccines;
- allergies;
- check-ups;
- preventive and routine care;
- contraception expenses;
- Screening tests;

Payment of treatments:

- not appropriate in view of the condition concerned;
- the cost of which is inappropriate in view of the cost usually charged for this treatment;
- that have not been prescribed by a medical practitioner;
- that are not practised by a competent authority as defined by the general terms and conditions;
- consultation expenses which are not the result of a condition or a treatment;
- the costs of physiotherapy, unless they are the direct result of a bodily injury or a medical condition;
- cosmetic Surgery;
- osteopathy or Chiropractic;
- non-conventional care practices (holistic treatments, complementary medicines, natural alternatives).

#### EFFECTS AND CONSEQUENCES:

- illnesses of the spinal or vertebral disc, lower back pain, sciatica, hernia: discs, parietal, intervertebral, femoral, scrotal, inguinal of white line, umbilical, back and neck pain and sacrocoxitis;
- congenital malformations.

## EMERGENCY MEDICAL EXPENSES IN THE COUNTRY OF RESIDENCE

### Medical expenses after repatriation to the country of residence:

The Insurer will reimburse, in the country of residence of the Insured person, Medical Expenses incurred following medical repatriation organised by the Insurer, up to a maximum of fifteen thousand euros (€15,000), less an excess of €30.

This cover intervenes only after reimbursement made by Social Security and/or any other supplementary body, up to a limit specifies in the chapter: "effective date and termination of benefits".

Clarification: If the expenses are not borne by the Social Security or the supplementary body of the Insured person, The Insured

will bear them entirely up to a maximum of fifteen thousand euros (€15,000).

#### Temporary Return

The Insurer will cover expenses related to an Accident or an unforeseeable disease occurring in the country of residence of the Insured person during a temporary return (holidays)

**This benefit covers up to a maximum of fifteen thousand euros (€15,000), less an excess of €30 and it intervenes only after reimbursement made by Social Security and/or any other supplementary body, up to a limit specifies in the chapter: "effective date and termination of benefits".**

Clarification: If the expenses are not borne by the Social Security or the supplementary body of the Insured person, The Insured will bear them entirely up to a maximum of fifteen thousand euros (€15,000).

#### **WHAT IS NOT INCLUDED IN THE BENEFITS:**

- any pre-existing medical conditions that have not stabilised during the previous six (6) months;
- costs for a functional prosthesis and/or prosthesis required following a Medical Condition;
- costs for orthotics;
- dental Care expenses that do not arise from an Accident and do not require Emergency treatment;
  - gingivitis;
- dental implants;
- optical costs that are not caused by an Accident;
- costs for thermal spa treatment and accommodation in a rest home;
- the costs for rehabilitation;
- expenses arising from an Accident occurred or a Medical Condition diagnosed before the effective date of the contract;
- the costs relating to childbirth or pregnancy (except in the case of complications that might endanger the life of the mother and/or the unborn child);
- costs relating to treatments prescribed in the country of residence of the Insured person prior to his/her departure on a trip;
- sexually transmitted diseases;
- osteopathy expenses;
- allergies;
- vaccines;
- check-ups;
- preventive and routine care;
- contraception expenses;
- dermatological expenses.
- Screening tests;

#### **— DAILY ALLOWANCE IN THE EVENT OF IN-PATIENT HOSPITAL TREATMENT**

If the Insured person is the victim of a covered Accident or Medical Condition and his/her state of health requires In-patient Hospital Treatment, AXA Assistance will pay them a compensation of thirty euros (€30) per day, from the sixth day of In-patient Hospital Treatment, for a maximum of ten days.

## **«TRAVEL INCIDENT ABROAD» BENEFITS**

Travel Incident benefits are granted to the Insured person if travelling aboard an aircraft performing a scheduled flight operated by an air carrier.

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

In accordance with this permit, the carrier shall establish and publish routes and fares for passengers travelling between the agreed airports and with a regular schedule.

The departure times, connections and destinations are those listed on the travel ticket of the Insured person.

AXA Assistance shall only reimburse the costs arising from "Travel Incidents" upon presentation of the original receipts.

#### **— DELAY IN DELIVERY OF BAGGAGE**

If the Baggage of the Insured person, checked-in and placed under the responsibility of the airline company, is not returned within twenty-four hours of arrival at the scheduled flight's destination, AXA Assistance will compensate the Insured person up to a maximum of **one hundred and fifty euros (€150)** of the costs incurred to make emergency purchases and buy basic essentials (the clothing and toilet effects allowing the Insured to temporarily cope with the lack of his personal belongings).

This benefit is not payable if the Insured person has returned to the country of residence.

This benefit cannot be combined with baggage theft and loss benefits.

#### **— CASH ADVANCE**

In case of loss or theft of means of payment (bank cards, cheque books, travellers' cheques, etc.), ID and/or travel ticket, while the Insured person is Abroad, AXA Assistance will advance a maximum of **three thousand euros (€3,000)**, in return for a cheque issued by a close relative (father, mother, grandfather, grandmother, brother, sister, grandchildren).

The Insured person must pay back the advanced amount within ten days of returning. Failing that, AXA Assistance may cash the aforementioned cheque. The Insured person must bear all fees, including delivery fees.

## **"BAGGAGE ABROAD" BENEFIT**

#### **— LOSS, DAMAGE, THEFT OR DESTRUCTION OF PERSONAL BAGGAGE**

##### **OBJECT**

The Insured person is compensated for material damage arising from:

- the loss of or damage to their Baggage by the carrier and/

or during transfers organised by the tour operator, after being checked in;

- the theft of their luggage following a break-in or an assault;
- total or partial damage to luggage occurring during the Trip and caused by a catastrophic event such as fire, flood, collapse or act of terrorism.

**If the Insured person uses a private car, the risks of theft are covered under the condition that baggage and personal effects be placed in the locked boot of the vehicle and away from prying eyes. Only theft following a break-in is covered. If the vehicle is parked on public roads, the benefit is covered only between 7 am and 10 pm.**

#### AMOUNT OF BENEFIT

- The benefit for the Baggage and personal effects of the Insured person is applicable up to a maximum amount of **two thousand euros (€2,000)**.
- The benefit for Valuables and Precious objects is applicable up to a maximum amount of **one thousand euros (€1,000)** of the amount indicated under the "Baggage" benefit.

This benefit cannot be cumulated with the delay in delivery of baggage benefit.

In the event of loss, damage or destruction occurring while the Baggage is under the responsibility of a carrier and after having been checked in, AXA Assistance will intervene only for the part not recovered from the airline company.

#### RECOVERY OF LOST OR STOLEN BAGGAGE

In the event of recovery of all or part of the stolen or lost items, at any time, the Insured person must immediately inform AXA Assistance.

If recovery takes place:

- Prior to payment of compensation, the Insured person must resume possession of the said items. AXA Assistance must pay a compensation corresponding to any damage and expenses incurred by the Insured person, with the agreement of AXA Assistance to recover these objects.
- After payment of compensation, the Insured person will have thirty days, starting from the date of recovery, to opt either for the recovery or renouncement of all or part of the objects recovered. If this time limit is not respected, the objects will become the property of AXA Assistance.

In the event of recovery, the regulations will be revised taking into account the condition of the objects recovered and their value on the day of recovery and the Insured person will have to reimburse any excess compensation received.

If the Insured person becomes aware that a person possesses the stolen or lost object, they must notify AXA Assistance within eight days.

#### COMPENSATION

Compensation is granted exclusively to the Insured person or his/her legal representatives.

Compensation is calculated:

- on the basis of the replacement value, depreciation deducted, if the property cannot be repaired;
- on the basis of the repairs cost, limited to the replacement value, depreciation deducted, if the property is repairable.

CALCULATING COMPENSATION FOR VALUABLES, JEWELLERY AND FURS Compensation is calculated on the basis of the

replacement value of the object on the day of the Incident, up to a maximum of one thousand euros (€1,000) of the compensation granted as indicated under the "Baggage" benefit. Sentimental value is not taken into account.

#### CALCULATION OF COMPENSATION FOR BAGGAGE AND PERSONAL BELONGINGS OF THE INSURED PERSON

- During the first year following purchase, the reimbursement is calculated up to a maximum of seventy-five percent (75%) of the purchase price.
- From the second year following purchase, the reimbursement is reduced by ten percent (10%) per year.

	Price of purchase
Date of purchase	% covered
< 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

#### SPECIFIC EXCLUSIONS TO THE BENEFIT FOR "LOSS, DAMAGE, THEFT OR DESTRUCTION OF PERSONAL LUGGAGE"

- theft committed without breaking into any residential premises without respecting the following three conditions: closed, covered and locked;
- any kind of theft or destruction in campsites, sheds, pleasure boats for private use, caravans and trailers;
- dentures, ocular and other prostheses, eyeglasses and contact lenses, as well as any medical equipment;
- cash, banknotes, personal papers, commercial documents, administrative documents, travellers' cheques, credit cards, plane tickets, travel tickets and "vouchers";
- damage caused by normal wear and tear, obsolescence and defects of the Baggage;
- damage caused by moths or vermin, by any process of cleaning, repairing or restoring or by the Insured person's poor handling of the Baggage;
- damage due to confiscation, seizure or destruction following the order of an administrative authority;
- valuables and furs entrusted to carriers;
- precious objects that are not worn;
- keys and any other similar object (e.g. magnetic cards or badges);
- baggage or personal effects left unattended by the Insured person;
- mobile phones and smartphones;
- audio and video equipment, laptops, notebooks, cameras, photographic or hi-fi equipment entrusted to carriers;
- the costs covered by another insurance contract or that have been granted to the Insured person as compensation;

- orthotics;
- sports equipment, musical instruments, art and decorative objects;
- fragile items such as objects made of porcelain, glass, ivory, pottery or marble;
- Cigar, cigarettes and alcohol, perfumes, cosmetic products or food, medicines, as well as all consumables and disposable items;
- Goods purchased during the trip;
- accidental damage caused by leakage of liquid, fat, colouring or corrosive contents in the Insured person's baggage;
- professional equipment.
- drone

## «PERSONAL LIABILITY ABROAD» BENEFIT



### PERSONAL LIABILITY OUTSIDE THE COUNTRY OF RESIDENCE

AXA Assistance covers any financial consequences that the Insured person is legally liable to pay as compensation (as well as ancillary costs such as survey, appraisal, expertise, lawyer and trial fees), occurring in the context of private life and on the occasion of a tourism Trip outside the Country of Residence.

This benefit applies only to damage caused to Third parties and only to property not belonging to you, not under your custody or responsibility or even at your expense.

#### BENEFIT AMOUNT

The amount of the benefit, all damages included, is limited to €4,500,000. Please note that this amount is limited to:

- €1,500,000 for any triggering event (damage or claim) taking place in the USA or CANADA;
- €450,000 solely for material and intangible damages;
- An Excess of €80 is always applicable.

This amount is the limit of the obligations of AXA Assistance for all damages arising from the same initial cause, regardless of the number of victims, and in all cases, per insurance year.

#### OBLIGATION DEADLINE

The benefit triggered by a Harmful Event covers the Insured person against the pecuniary consequences of Incidents, as soon as the Harmful Event occurs from the start of the benefit to the date of termination or expiration, regardless of the date of the other elements constituting the Incident.

#### EXCLUSIONS SPECIFIC TO PERSONAL LIABILITY

- all sexually transmitted diseases;
- any damage caused by the Insured person during a hunt;
- any damage caused by the Insured person in the country of residence;
- any damage caused during the use of motorised vehicles or tractor units, sailboats, motorboats, aircraft, saddle animals owned, operated or in the custody of people for whom the Insured person is legally responsible;

- any material damage to property resulting from fire, explosion or water damage, if they have occurred in premises where the Insured person is the owner or occupant;
- the following dangerous sports: mountaineering, caving, polo, martial arts, American football, skydiving, flying, gliding, hang-gliding, bungee jumping, ultralight aviation, kite surfing, scuba diving with self-contained breathing apparatus;
- any consequences of contractual commitments made by the Insured person, to the extent that the resulting obligations exceed those to which one would be held under common law;
- fines;
- any punitive judicial allowance, generally referred to as «PUNITIVE» or «EXEMPLARY DAMAGES» and generally defined as allowances in addition to the compensation of actual harm sustained, which may be granted to victims by the courts of the USA or CANADA if they consider the behaviour of the damaging party as "antisocial" or "extremely careless" or "voluntarily ignorant of its consequences».

The following damages are also excluded:

- damage to property, including animals, which the Insured person has under control, conduct, custody or use, even if they are entrusted within the framework of a voluntary activity;
- damage to property, items, products or animals sold by the Insured person;
- resulting from the participation of the Insured person in riots, popular movements, Terrorist Attacks, Acts of Terrorism or Sabotage;
- material damages caused by the Insured person to laptops, mobile phones and tablets;
- intangible damages if they are not the consequence of a covered bodily injury or material damage.

## «LEGAL ASSISTANCE ABROAD» BENEFITS



### LAWYER'S FEES ABROAD

AXA Assistance covers up to a maximum of **thirteen thousand euros (€13,000)**, the fees for lawyers the Insured person may require if prosecuted for involuntary infringement of the law of the country in question.

This benefit is valid only outside the country of residence.



### BAIL BOND

If in the event of involuntary infringement of the laws of the country in question, the Insured person is required by the authorities to pay a bail bond, AXA ASSISTANCE will advance up to a maximum of **seven thousand five hundred euros (€7,500)**.

For repayment of this sum, AXA ASSISTANCE allows the Insured person a period of three months from the date of the advance.

If prior to the expiration of this period, the bond is refunded

to the Insured person by the authorities of the country, the advance must be immediately returned to **AXA ASSISTANCE**.

If the Insured person is summoned before a Court and fails to appear, **AXA ASSISTANCE** requires immediate reimbursement of the bond which the Insured person will not be able to recover because of non-appearance.

Lawsuits may be filed if the bond is not refunded within the time specified above.

This benefit is valid solely outside the country of residence.

This advance is granted on the deposit of a cheque with AXA Assistance for an equivalent amount.

## “TRAVEL ASSISTANCE ABROAD” BENEFIT

### COSTS RELATED TO SEARCH AND FIRST AID

We will reimburse the costs related to search, transport and first aid incurred in order to find and transport you from the accident place to the closest medical center, **up to the limit specifies in the Table of Covers**.

This rescue services are organized by the authorized local experts (civil and military security, fire brigade, police, etc.) and they can never be performed by AXA Assistance.

**They will only be reimbursed the expenses charged by the authorized local experts.**

### ASSISTANCE TO PERSONS

These benefits are payable in accordance with the definition of Coverage Territory.

#### IMPLEMENTATION OF ASSISTANCE TO PERSONS BENEFITS

To ensure that the assistance benefits apply, before making any arrangements affecting the policy cover, the Insured person must contact:



#### **AXA ASSISTANCE**

BY PHONE

From France: 01 7079 0769

From abroad: +33 1 7079 0769

It is expressly agreed that the final decision concerning implementation lies with the medical practitioners of AXA Assistance in order to avoid any conflict between medical authorities.

Moreover, in the event the Insured person refuses to comply with the decision regarded as the most advisable by AXA Assistance, the Insured person releases AXA Assistance of any liability, notably in the event of the Insured person returning by his/her own means or if there is an aggravation of the Insured person's health.

Any refusal to comply with the decisions made by AXA Assistance will terminate this cover.

#### EMERGENCY MEDICAL TRANSPORT

If the Insured person is sick or injured due to a covered

event and he/she needs a transfer to a medical center more appropriated, we organize and cover his/her transfer to:

-The closest and more appropriated medical center

-The medical center more appropriated and the closest to his/her home in his/her Country of Residence.

**Only the AXA Assistance medical experts are authorized to decide on repatriation, after getting all the information from the local doctor and, eventually the general practitioner. This decision only takes into account medical requirements.**

#### SENDING A MEDICAL PRACTITIONER ON-SITE

If the condition of the Insured person and the circumstances require it, **AXA Assistance** may decide to send a medical practitioner or a medical team on-site, in order to fully assess the steps to be taken and make the necessary arrangements.

**AXA Assistance** covers the travel costs and fees of the appointed medical practitioner.

#### RETURN OF ACCOMPANYING INSURED

As part of your medical repatriation or the return of your body, we will organize and be responsible for, the return home of insured family members ((or the return ticket for the person accompanying your insured minor children) or of any insured person who was travelling with you.

**This cover may not be combined with the cover “PERSON PRESENT DURING IN-PATIENT HOSPITAL TREATMENT OF THE INSURED PERSON” and the “ACCOMPANYING THE DECEASED.**

#### REPATRIATION TO THE INSURED PERSON'S PLACE OF RESIDENCE

If the Insured person is able to leave the Hospital, **AXA Assistance** will arrange and cover the repatriation of the Insured person to his/her usual place of residence.

**Repatriation and the most appropriate means are decided and chosen by AXA Assistance.**

**This benefit can be claimed only once during a 12-month period**

#### REPATRIATION OF BODY IN THE EVENT OF DEATH

In the event of the death of the Insured person, **AXA Assistance** will cover and arrange transport of the Insured person's body to the usual place of residence.

The costs of a coffin will be covered up to a maximum of **two thousand euros (€2,000)**.

This service also applies to the transport of a body that has been temporarily buried in compliance with local practices and requirements, in order to be re-buried or cremated in the Insured person's country of residence.

The costs of the funeral, ceremony, burial or cremation, unless mandatory by local law, are not covered by AXA Assistance.

**The choice of companies involved in the repatriation process is the sole responsibility of AXA Assistance.**

#### ACCOMPANYING THE DECEASED

If, following the death of an unaccompanied Insured person during his/her Trip, the presence of a member of his/her family is necessary to identify the body and/or participate in the formalities of repatriation or incineration, **AXA Assistance** will make a return plane ticket (economy class) or train ticket (1st class) available to a close family member in the Country of Residence, to allow him/her to reach the place where the

remains are located.

**AXA Assistance** covers accommodation expenses up to a maximum of **eighty euros (€80)** per day for a maximum period of **four days**.

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

If the Insured person becomes aware of:

- The death of his/her spouse, direct ancestors or descendants, brother or sister, father-in-law or mother-in-law, and wants to go to the funeral; or
- The hospitalisation for a life-threatening condition of his/her spouse, direct ancestors or descendants, brother or sister, father-in-law or mother-in-law, and want to go to his/her bedside, at the place of hospitalisation,

**The date of admission at the hospital of this Member of your family must be later than your date of departure and the date of the funeral must be previous to the date initially planned for your return.**

**AXA Assistance** provides the Insured person with and covers the cost of:

- A one-way plane ticket (Economy Class) to the country of residence or train ticket (1st Class) up to the nearest city in the country of residence, excluding any other transport costs; or
- A return plane ticket (Economy Class) to the country of residence or train ticket (1st Class) up to the nearest city in the country of residence, excluding any other transport costs,

Subject to compliance with the following conditions:

- The Insured person must contact the emergency centre and receive its approval before purchasing the ticket;
- The Insured person must first provide a death certificate or hospitalisation report proving the life-threatening condition.

In order to receive a return ticket, the following additional conditions must be met:

- The ticket(s) to and from the destination must be booked at the same time.
- The date of return must occur within 30 days of the date of departure.
- The insurance contract must still be still valid for a period greater than or equal to 1 month after the date of return.

We reserve the right to request any supporting documentation (kinship, receipt for the purchase of the return ticket).

**If the Insured person fails to provide the supporting documentation within a period of 30 days, we reserve the right to charge him/her with full cost.**

This benefit can be claimed only once during a 12-month period.

#### PERSON PRESENT DURING IN-PATIENT HOSPITAL TREATMENT OF THE INSURED PERSON

If the Insured person is hospitalised for a period longer than 7 days and he/she is alone **AXA Assistance** puts at the disposal of a member of his/her family a return plane ticket (economy class) or train ticket (1st class) to reach the Insured person's bedside, only departing only from the Insured person's country of residence.

**This benefit applies only in the absence of someone accompanying the Insured person on-site.**

**AXA Assistance** will arrange hotel accommodation for this person and cover his/her costs incurred, upon presentation of the original receipts, up to a maximum of **eighty euros (€80)** per day for a maximum of **ten days**.

Please note that only hotel expenses will be covered and any other expense is excluded.

#### PROVISION OF ESSENTIAL MEDICINES NOT AVAILABLE LOCALLY

If it is impossible for the Insured person travelling abroad to find the medicines necessary for his/her health or their equivalent, **AXA Assistance** will obtain and dispatch them as soon as possible in accordance with national and international regulations.

**This benefit can never be granted within the framework of:**

- long-term treatment requiring regular shipments spread over the entire duration of the trip;
- a request for a vaccine;
- contraception.

**AXA Assistance** will cover the shipping costs.

The cost of the medicines and any customs charges will be borne by the Insured person, who agrees to reimburse them within a period of thirty (30) days from the date of dispatch of the invoice.

#### COVER OF COSTS OF THE INSURED PERSON'S TRIP EXTENSION

If the health condition of the Insured person does not require In-patient Hospital Treatment, **AXA ASSISTANCE** cannot carry out repatriation and the planned duration of the Trip is completed, **AXA Assistance** will cover the costs of the Insured person's Trip extension up to a maximum of **eighty euros (€80)** per day until repatriation, for a maximum of ten days or **eight hundred euros (€800)** for the entire extension.

### PSYCHOLOGICAL ASSISTANCE

In the event of a trauma occurring Abroad as a result of an Act of terrorism, civil or foreign war, riot or physical assault, **AXA Assistance** will put the Insured person in contact with one of its psychologists and cover the fees of up to three (3) telephone consultations.

The request for psychological assistance must be made within a period of one (1) month of the occurrence of the trauma.

Beyond these three (3) consultations, **AXA Assistance** will provide the Insured person with the contact details of psychologists located near the place of residence. The fees will be borne by the Insured person.

Telephone charges will be borne by the Insured person.

### AXA ASSISTANCE INFORMATION AND AID

#### TRANSMISSION OF MESSAGES

If for reasons independent of the will of the Insured person it is impossible to transmit an urgent message, **AXA Assistance** will make every effort to inform the people concerned in time.

Messages are the sole responsibility of their authors, who must be identified, and **AXA Assistance** will have only an intermediary role in their transmission.

## PASSPORT – ID ASSISTANCE

In the event of loss, theft or involuntary destruction of the Insured person's passport, visa or identity documents during the Trip, AXA ASSISTANCE will provide assistance, with information on the various steps necessary for their replacement.

NB: With regard to the aforementioned benefits, AXA ASSISTANCE only performs a service. In the event of an Incident triggering the benefits:

- "Passport – ID Assistance": in the event of theft, the Insured person must be able to provide the original receipt of the claim filed with the competent local authorities.

AXA ASSISTANCE does not cover compensation for these benefits.

### BENEFITS NOT INCLUDED IN ASSISTANCE

Compensation for the transmission of messages

Upon presentation of the receipts to the Insurer, the latter will cover the transmission costs.

Compensation for costs related to replacement of documents

Upon presentation of receipts to the Insurer, the latter will cover up to a maximum of one hundred and fifty euros (€150) for the replacement of the Insured person's identity document, passport or visa in the event of loss, theft or involuntary destruction.

## EXCLUSIONS AND LIMITATIONS OF ASSISTANCE BENEFITS

In addition to all the exclusions specified in these General Terms and Conditions, AXA ASSISTANCE DOES NOT INTERVENE:

- if the Insured person has intentionally infringed the applicable laws in a country through which the Insured person is passing or staying temporarily;
- in the event of requests for assistance related to events that have occurred because of the Insured person's participation in sports competitions, bets, matches, contests, rallies or their pre-trials, or in the organisation of search and rescue related to said events;
- in search and rescue costs that are the result of failure to observe the rules of caution dictated by the site operators and/or regulatory provisions governing the activity practised by the Insured person.

In addition, AXA ASSISTANCE:

- may only intervene within the limits of the agreements given by the local authorities;
- in no case replaces local emergency relief or bear the expenses thus incurred;
- will not be held responsible for any failures or setbacks in the performance of obligations resulting from events of force majeure or other events such as:

Civil or Foreign Wars, revolution, popular movements, riots, strikes, seizures or constraints by the forces of law and order, official bans, piracy;

- For telephone charges and restaurant expenses.

# OTHER CONTRACTUAL AND LEGAL PROVISIONS

## CONTRACT WAIVER

In accordance with Article L.112-2-1 of the French Insurance Code, the Policyholder may waive the Contract by notifying CHAPKA ASSURANCES of its decision by means of a statement devoid of ambiguity (for example, a letter sent by post or email) within a period of fourteen (14) calendar days from the date of Subscription as specified in the Special Terms and Conditions.

In order to comply with the waiver period the Policyholder only needs to notify his/her intent before expiration of the waiver period.

In the event of waiver, CHAPKA ASSURANCES will reimburse, on behalf of AXA Assistance, the Insured person for all premiums received without undue delay and in any event no later than fourteen (14) days from the day on which CHAPKA ASSURANCES is notified of the Insured person's decision to waive the contract. CHAPKA ASSURANCES will make the reimbursement using the same means of payment as that used for the initial transaction.

The sample waiver form should be sent by regular mail to the postal address:



### CHAPKA ASSURANCES

56 RUE LAFFITTE

75009 PARIS

INFO@CHAPKA.FR

In accordance with article R113-10 of the French Insurance Code, CHAPKA ASSURANCES has the option of waiving the contract after a claim.

The waiver shall come into effect one (1) month after CHAPKA ASSURANCES notifies the Policyholder of its intention to waive the Contract.

This waiver option shall include repayment by CHAPKA ASSURANCES of any premiums related to the period in which risks are no longer covered.

## PREMIUM

The premium is set according to the Period of Insurance and the total amount of the Trip.

Specification: the premium is not refundable.

## MISCELLANEOUS

### EXPERTISE IN CASE OF DISAGREEMENT

If there is a dispute of a medical nature, each Party shall appoint its own medical practitioner to arrange a joint expert opinion.

If the medical practitioners fail to reach an agreement, they shall appoint a third medical practitioner to make a final decision.

If one of the parties fails to appoint its medical practitioner or if the medical practitioners representing the parties do not agree on the choice of the third medical practitioner, the appointment is made by the President of the Tribunal de Grande Instance of the place of residence of the Insured person, if the latter resides in France, or by the President of the Tribunal de Grande Instance of Paris, if the Insured person resides abroad.

Each party bears the fees and expenses of intervention of the medical practitioner that it has designated, while those for the intervention of the third medical practitioner must be split between them.

If the consequences of the Insured person are worsened by the presence of a Medical Condition, a psychological condition or by the refusal or negligence of the Insured person to undergo the medical treatments required by his/her health condition, the compensation is determined based on the consequences that said Incident would have had on a person with no specific health problems, disability and having undergone adequate medical treatment.

### CONDUCT OF PROCEEDINGS

AXA Assistance will cover the costs and fees of any inquiry, investigation, expert assessment or lawyers as well as the costs of litigation.

These costs and fees are deducted from the amount of the applicable benefit.

If AXA Assistance takes over the conduct of the Insured person's defence, this does not mean that AXA Assistance waives the right to make use of any cover exclusions or restrictions of which it was not aware when it took over the aforesaid defence.

In the event of criminal proceedings where civil interests are or will be pursued in connection with those proceedings or any other subsequent proceedings, the Insured person undertakes to involve AXA Assistance in its defence without that undertaking altering the scope of cover of this Contract.

**Under penalty of Forfeiture, the Insured person must not interfere in the conduct of proceedings related to the "Personal Liability" benefit.**

### COMPROMISE SETTLEMENT

AXA Assistance has the sole right, within the limits of its coverage, to reach compromise settlements with the injured parties.

**No compromise settlement or admission of liability without the consent of AXA Assistance may be invoked against it.**

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

### TIME-BAR

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

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

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

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

The time-bar shall be interrupted for any of the common reasons for interruption of a time-bar and by the appointment

of experts following an Incident. The time-bar on the action may also be interrupted by the dispatch of a registered letter with advice of delivery sent by AXA Assistance to the Insured person as regards an action for payment of the premium and by the Insured person to AXA Assistance as regards settlement of the indemnity.

### SUBROGATION

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

Similarly, where all or part of the benefits granted in pursuance of the Contract benefits are covered wholly or partly by an insurance policy, a sickness insurance organisation, Social Security or any other institution, AXA Assistance shall be subrogated to the rights and remedies of the Insured person with respect to the aforementioned organisations and contracts.

### MEDIATION

In the event of disagreement concerning the conduct of the contract, the Policyholder and/or the Insured person are entitled to refer the matter to their chosen intermediary in order to find a solution to the problems encountered.

If the response is not satisfactory, the Policyholder and/or Insured person persons may submit their claim by post to the following address:



#### CHAPKA ASSURANCES

56 RUE LAFFITTE  
75009 PARIS

CHAPKA ASSURANCES undertakes to acknowledge receipt within ten (10) working days of receiving the claim unless a response is provided within this period.

A response must be provided within a maximum period of two (2) months unless the complexity requires additional time.

If a dispute persists after the aforementioned internal remedies have been exhausted, the Policyholder and/or Insured person may appeal to the Ombudsman, independent figure, by writing to the following address:



#### La Médiation de l'Assurance

TSA 50110  
75441 PARIS CEDEX 09

Or by filling in the referral form directly on the website:

[www.mediation-assurance.org](http://www.mediation-assurance.org)

This appeal is free of charge. The opinion of the Ombudsman will not be binding and the Insured person will be free to proceed in the competent French Court.

The Ombudsman will provide an opinion within a period of ninety (90) days from receiving the complete case file.

The *Charte de la Médiation de l'Assurance* (the Charter of Insurance Mediation) is also available on the following link: [www.mediation-assurance.org/medias/mediation-assurance/Charte\\_V2.pdf](http://www.mediation-assurance.org/medias/mediation-assurance/Charte_V2.pdf)

### PENALTIES FOR MAKING A FALSE DECLARATION

**Apart from the ordinary grounds for nullity, in the event of intentional fraudulent declaration, non-disclosure,**



omission, or misrepresentation of the circumstances of the risk resulting from the application of the penalties set forth in the French Insurance Code (Article L.113-8 and L.113-9 of the French Insurance Code), that is the reduction of compensation or nullity of the underwriting of the contract.

In the event of non-disclosure or false declaration concerning the constituent elements of the claim of which you are aware will be liable in the event of ill faith to the following penalty: this contract CAP ADVENTURE shall be rendered null and the premiums paid will be acquired by AXA Assistance.

#### OVERLAPPING BENEFITS

If the risks covered by this agreement are also covered by another insurance policy, you must inform us of the name of the insurer from whom the other insurance was obtained (article L 121-4 of the French Insurance Code) as soon as this information comes to your attention and at the latest before any insurance claim.

### INFORMATION ON THE INSURED PERSON

In using these services, you agree we may:

- a) Undertake all of the above within and outside the European Union (EU), including processing your information in countries where data protection laws are not as comprehensive as in the EU. We have, however, taken the appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries as there is in the EU; and
- b) record your phone calls for training purposes.

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

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

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

All inaccurate information will be corrected without delay.

#### DATA PROTECTION CLAUSE TO BE INCLUDED IN T&C'S

Details of you, your insurance cover under this policy and claims will be held by us (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your assistance guarantees, in order to provide the services described in this policy. By using

our services, you consent to us using such information for these purposes,

- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- e. obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- f. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance Limited, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer

AXA Travel Insurance Limited

106-108 Station Road

Redhill

RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full privacy notice is available at: [www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy)

Alternatively, a hard copy is available from us on request.

#### APPLICABLE LAW

The Contract is subject to French law.

#### RESPECT FOR ECONOMIC AND COMMERCIAL SANCTIONS

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



#### Chapka Assurances

56 Rue Laffitte - 75 009 Paris  
Tel.: 01 74 85 50 50 -

Insurance brokerage company  
SAS [simplified joint-stock company] with capital of 80,000 euros  
Paris Commercial and Companies' Register N°.: B 441 201 035

Financial guarantee and legal liability insurance  
in compliance with articles L530-1 and L530-2  
of the Insurance Code  
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