



**CAP W.H.VISA  
FRANCE**



# SUMMARY

**WHAT TO DO IN THE EVENT OF A CLAIM ?** page 2

**TABLE OF BENEFITS** page 3

**MEDICAL EXPENSES AND HOSPITALISATION  
ABROAD** page 6

QUATREM, GENERAL TERMS AND CONDITIONS No. 0027921 00000 006

⤷ Medical Expenses

⤷ Hospitalisation

**OVERSEAS ASSISTANCE AND TRAVEL  
INSURANCE** page 15

EUROP ASSISTANCE, GENERAL CONDITIONS No. 58 224 454

⤷ Transport / Repatriation

⤷ Baggages

⤷ Civil Liability

⤷ Individual Accident



**CAP W.H.VISA  
FRANCE**



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

### HOW TO CONTACT OUR EMERGENCY DEPARTEMENT ?

#### HOSPITALISATION, REPATRIATION, EARLY RETURN

**Please indicate:**

- Your first name and surname,
- Your contact details (address, telephone number)
- Your subscription number
- Your contract number **58224454**



**Call the assistance center  
available 24/7**

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

### MEDICAL EXPENSES REFUND

#### REPORT YOUR CLAIM WITHIN 15 DAYS AND PROVIDE THE FOLLOWING :

- Your contract number :  
**N° 0027921 00000 006**
- a copie of your working holiday visa
- Your bank account details (IBAN)
- Original invoice of the medical expenses
- Medical Prescriptions
- The medical filed compiled by the doctor (document you received by email when you subscribed)
- In case of an accident: police report
- In case of hospitalisation: hospitalisation report

**For medical expenses < 500 €, please scan the invoices and send them by email to:**

**chapka@medical-administrators.com**

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



**Chapka Assurances / MAI**

Medical Administrators International  
39, rue Anatole France  
92532 Levallois Perret Cedex  
France



**Tél. : +33 (0)1 84 79 08 82**

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

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

#### REPORT YOUR INCIDENT :

Indicate your subscription number and report :

- 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 our online platform:**



**Online: <http://www.chapkadirect.com/sinistre>**

**We may request the original documents, please keep them.**



**CAP W.H.VISA  
FRANCE**



## TABLE OF BENEFITS

### MEDICAL EXPENSES AND HOSPITALISATION

QUATREM, CONTRACT No. 0027921 00000 006

THE AGGREGATION OF THE REIMBURSEMENT CONSIDERED IN THE INPATIENT POSTS (WITH THE EXCEPTION OF MATERNITY) AND WITH THE OUT OF HOSPITAL DOCTOR (EXCLUDING INPATIENT TREATMENT) IS LIMITED TO 50,000 EUROS FOR THE TERM OF THE SUBSCRIPTION.

HOSPITALISATION:	
Hospitalisation of more than 24 hours and childbirth are subject to prior agreement from the insurer:	
ACTS	MAXIMUM LIMITS:
Costs of the stay, fees, other medical costs, transportation by ambulance	100% of actual costs, upon deduction of a 20 euros excess per care
Daily hospital charge	30 Euros per day of hospitalisation from the 4th to the 30th consecutive day of hospitalisation and <u>once during the membership validity period</u>
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)	75% of actual costs and <u>10,000 Euros for the whole membership period</u>
COMMUNITY MEDICINE (excluding hospitalisation)	
ACTS	MAXIMUM LIMITS:
<ul style="list-style-type: none"> <li>- Medical consultations</li> <li>- Medical visits</li> <li>- Medical assistants</li> <li>- Medical analyses</li> <li>- Technical medical acts</li> <li>- Medical imaging,</li> <li>- Drugs/medicines (except vaccines, means of contraception)</li> </ul>	100% of actual costs, upon deduction of a 20 euros excess per care
Physiotherapy (medically prescribed) :	75% of real cost (10 rounds max. and once during the membership validity period)
DENTAL COSTS	
ACTS	MAXIMUM LIMITS:
Dressings, fillings, root canal work or extraction	100% of actual costs and <u>200 Euros for the membership period</u> upon deduction of a 20 euros excess per care

## OVERSEAS ASSISTANCE

EUROP ASSISTANCE, CONTRACT No. 58 224 454

ASSISTANCE SERVICES	
ASSISTANCE TO PERSONS IN CASE OF ILLNESS OR INJURY	MAXIMUM LIMITS:
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	Roundtrip ticket and €50 per night (maximum €500)
Prolongation of the stay of the Insured	€50 per night (maximum €500)
Early return in case of hospitalization of a family member	Roundtrip ticket
ASSISTANCE IN CASE OF DEATH	MAXIMUM LIMITS:
Transport of the body	Real expenses
Expense for coffin or urn	€2,000
Early return in case of the death of a family member	Roundtrip ticket
TRAVEL ASSISTANCE	MAXIMUM LIMITS:
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
BAGGAGES	
INSURANCE GUARANTEES	MAXIMUM LIMITS:
Theft, total or partial destruction, loss during transport by a transport company	€2,000
Deductible	€25/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

INDIVIDUAL ACCIDENT DURING TRAVEL	
INSURANCE GUARANTEES	MAXIMUM LIMITS:
- Death benefit	€10,000
- Capital for Total Permanent Disability	€50,000

  

CIVIL LIABILITY PRIVATE LIVE WHILE ABROAD	
INSURANCE GUARANTEES	MAXIMUM LIMITS:
Total ceiling of guarantee:	€4,000,000/event
- Including bodily harm and consequential losses following covered bodily harm	€4,000,000/event
- Including property damage and consequential losses following covered property damage	€450,000/event
- Deductible	€80

  

CIVIL LIABILITY RENTALS WHILE ABROAD	
INSURANCE GUARANTEES	MAXIMUM LIMITS:
Total ceiling of guarantee	€100,000/event
- Deductible	€80

  

INCIDENT DURING TRAVEL	
INSURANCE GUARANTEES	MAXIMUM LIMITS:
- Flight delay due to disruption of connecting flight, for technical or atmospheric reasons	Payment of a set indemnity of €300



### Chapka Assurances

56 Rue Laffitte 75009 Paris  
Tél. : 01 74 85 50 50

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

Garantie financière et assurance RC conformes aux articles L530-1 et L530-2 du Code des assurances  
Inscrit à l'Orias N° 07002147



# CAP W.H.VISA FRANCE



malakoff médéric

## QUATREM, CONTRACT No. 0027921 00000 006 GENERAL TERMS AND CONDITIONS

### 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 capital of 380 426 249 euros, subject to the French Insurance Code, 21 rue Laffitte - 75009 PARIS, and registered in the Paris Company Register with the number 412 367 724. **Enterprise of the Malakoff Médéric group.**

#### THE POLICYHOLDER

The association Alliance des Voyageurs à l'Etranger et Expatriés (AVEE) which has concluded the insurance policy with the insurer. This is an association constituted under the law of 1901, the registered office of which is situated at 21, bd Haussmann - 75009 Paris. FRANCE

#### THE MEMBER

A natural person, a **member of the association** Alliance des Voyageurs à l'Etranger et Expatriés (AVEE) meeting the enrolment conditions detailed in article 3.2.1 (Conditions for enrolment in the contract), and enrolled in the contract .

#### THE INSURED PARTY

The beneficiary accepted for cover by the insurance covering the insured risk.

#### ACCIDENT

Any unintentional physical harm arising from the fortuitous, sudden, violent and unforeseen action of a cause unconnected with the insured party.

#### SERIOUS AND UNEXPECTED ILLNESS

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.

#### 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 hospitalisation 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 declared to the insurer for less than 30 days.

#### CONTRACTUAL CURRENCY

The euro.

#### 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 COUNTRY

Country of residence as indicated on the insured's official documents

## EXCESS

Amount of money that remains at the expense of the insured after the intervention of the insurance company

In case the social security takes into account part of the medical care :

## FIXED CONTRIBUTION (ARTICLE L322-2 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 L322-2 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

# COVER DETAILS



## 1.1 BENEFITS SUBSCRIBED

The costs of the following acts will be borne by the insurer under the conditions fixed in title 2 (Guarantee of medical and surgical costs), where applicable complementing the services paid for by the Social Security, the local Social Security regime or any other complementary health cost cover from which the insured party benefits on any title whatsoever.

The aggregation of the reimbursement Considered in the Inpatient posts (with the exception of maternity) and with the out of hospital doctor (excluding in patient treatment) is limited to 50,000 Euros for the term of the subscription.

## 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 an unforeseen illness, maternity or accident** both in the beneficiary's private life and during his temporary professional activity.

Where applicable, the benefits is subscribed to complement the services possibly paid for by the Social Security, the local Social Security regime or any other complementary cover of health costs from which the insured party benefits on any basis whatsoever, or from the 1st Euro where the insured party does not benefit from aforesaid covers

**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, with it being hereby stipulated that the insurer may supply a cost scale guide per country upon request,
- 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.

## 2.2.1 HOSPITALISATION

Reimbursement for medical or surgical hospitalisation 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 hospitalisation 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.

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 (Hospitalisation 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 hospitalisation, to the address mentioned in article 3.7 (Miscellaneous provisions).

Beyond that period of time, if the belated claim opening has caused a prejudice to the insurance company, the services paid for will be subject to a reduction by half.

If the insurance company has provided a payment, the hospital proceeds to the reimbursement request with the insurance company by sending the invoice as quickly 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:

- the prescriptions,
- original invoices duly paid
- the claiming form provided by the insurer
- statements of benefits paid by the Social Security system and by any other organisation providing supplementary health cover of which the insured party may benefit,

- if necessary:

- when costs follow an event that gave rise to the issuance of a police report: a copy of this report
- 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 CARE PROVIDED IN THE EVENT OF HOLIDAY OUTSIDE FRANCE

The Benefits are maintained under the conditions of the contract for as long as the contract is valid.

## 2.5 CUMULATIVE INSURANCES

The cover is subscribed where applicable complementing the services paid for by the Social Security, the local Social Security regime or any other complementary health cost cover from which the insured party benefits on any title whatsoever.

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 a reasonable 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),
- Practised outside France, without prejudice to the application of the provisions of article 2.4 (Care provided in the event of holiday outside France
- 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),

#### 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:

- Physiotherapy costs,
- Cosmetic surgery costs,
- Osteopathy or chiropractic treatment, ethiopathy, acupuncture, naturopathy, hypnotherapy and sophrology,
- Optical costs,
- Pre-marital medical examinations,
- Hotel costs,
- The cost of repatriating the insured party,
- Assistance costs of any form,
- Ancillary or non-medical costs in the event of hospitalisation such as: telephone, television, Internet connection, drinks.
- dermatological care
- the costs of consultation without issuing a medical prescription

#### 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 (TREATMENT OUTSIDE 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 land-based, 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.

#### THE CONSEQUENCES OF:

- Psychiatric, neuropsychiatric or psychological disorders, any symptoms or condition justifying neuropsychological treatments, and in particular, nervous breakdown, anxiety, personality and/or behavioural disorders, fibromyalgia, eating disorders, chronic fatigue,
- 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,

# GENERAL PROVISIONS

## 3.1 CONTRACTUAL PURPOSE

This contract is a group insurance contract with individual membership, taken out by the Alliance des Voyageurs à l'Étranger et Expatriés (AVEE) association 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, unforeseen illnesses 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 and/or the local Social Security regime from which the insured party benefits 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.

The benefits of Chapka's contract CAP Working Holiday Visa France are insured by QUATREM under the following references :

**CAP WH VISA FRANCE :**  
0027921 00000 006

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 Alliance des Voyageurs à l'Étranger et Expatriés (AVEE) association undertaking a temporary stay abroad arranged in advance for a minimum period of 3 months and a maximum period of 12 months while benefiting from a working Holidays Visa in France,

AND

no longer covered by the local social security system

Not covered by the French general social security system, during the stay

### 3.2.2. FORMALITIES FOR ENROLMENT IN THE CONTRACT

The subscriber completes an application to subscribe by which he specifies notably, the start and end date of the temporary stay and where applicable whether he benefits from a (local or French) Social Security regime or from no regime

**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 at which he leaves France except in the event of holiday in accordance with the provisions of article 2.4 (Care carried out in the event of holiday outside France),
- On the date of his definitive return to his country of residence
- 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.

### 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
- 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 at article 3.3.2 (Termination of the subscription) and in any event of the date of definitive return of the insured party to his country of domicile.

## 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 L112-9 of the Insurance Code "1.- Any natural person who is the subject of door-to-door selling at his place of domicile, 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,
- A copy of the working holiday visa
- Any item which the insurer considers necessary to enrolment.
- 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 France 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,

**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:

**1st** 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,

**2nd** 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:

MAI I (Medical Administrators International, 37rue Anatole France, 92532 Levallois Perret Cedex , France, agissant en tant que mandataire de l'assureur pou acting as the insurer's representative for the management of the services and benefits established by the present contract,

CHAPKA Assurances acting as the insurer's representative for the management of the other provisions of the contract:



#### Chapka Assurances

56 rue Laffitte  
75009 Paris  
cil@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 the law no 78-17 of 6 January 1978 relative

to information technology, databases and civil liberties as amended (known as the "Data Protection Law"), the insured party acknowledges having been informed by the insurer organisation, responsible for the processing of data of a personal nature collected that:

1. His data of a personal nature may be collected and processed in respect of:

the subscription, the management therein including the commercial management and the execution of the insurance contract as well as the management or the execution of the other contracts subscribed with the insurer organisation or with other companies of the Malakoff Médéric group to which the insurer organisation belongs; and therein including, in its capacity as insurer, the use of the insured party's national social security number for the management of his complementary health insurance risks, additional pension, civil liabilities and management of annuities (in accordance with the unique Authorisation of the Data Protection Authority of 23 January 2014 - insurance conformity Pack)

the implementation of commercial or promotional marketing operations and operations to create customer loyalty targeted at the insured party,

the management of the opinions of the insured party regarding the products, services, contents proposed by the insurer organisation or any partner of the insurer organisation;

-the exercise of recourse to the management of claims and disputes;

-the exercise of the duty to advise taking account of the needs expressed by the insured party;

-the elaboration of statistics therein including commercial statistics, of actuarial studies or other analyses of research and development,

-the proposition to the insured party of products, services and/or tools permitting the accident rate to be reduced or to offer a complementary service or contract by the insurer organisation or any partner of the insurer organisation;

-the execution of the legal, regulatory and administrative provisions in force; including those relative to fighting fraud, capable of leading to his registration on a list of persons presenting a risk of fraud; and to fighting money laundering and the financing of terrorism.

-the insured party acknowledges that the collection and the processing of his data of a personal nature (including in this identifying data, data relative to his family, economic, asset and financial, professional situation, to his personal life, to health, to the assessment of the risk, to the management of his contract...) are necessary to the management and execution of his insurance contract.

The recipients of the insured party's data are, within the limit of their respective attributions and according to the purposes: the staff of the insurer organisation, as well as the sub-contractors, bodies to whom management is delegated, intermediaries, reinsurers, authorised professional organisations, partners and external companies, the subscribers of the contract.

The data of a personal nature relative to the health of the insured party is processed under the conditions guaranteeing their security, and thus, are destined to the Medical Service of the insurer organisation and to any person placed under the responsibility of the Medical Service. The data of a personal nature relative to the health of the insured party is in no event to be used for commercial purposes.

The insurer organisation undertakes that the data of personal nature shall not in any event be forwarded to unauthorised third parties.

2. In application of the Data Protection Law of 6 January 1978 as amended, the insured party has a right to access, rectify and where applicable delete the data concerning him and may object to its processing for legitimate reasons. These rights may be exercised, by proving his identity, upon simple written request addressed to " cil@chapka.fr or CHAPKA assurances – 56 rue Laffitte – 75009 Paris ".

3. The insured party also has the right to register himself on the list objecting to cold calling managed by the company Opposetel. For more information: "http://www.bloctel.gouv.fr" www.bloctel.gouv.fr

The insurance company and its partners undertake to take all measures necessary in order to assure a good level of security and confidentiality of the data processed.

### 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) – 61, rue Taitbout – 75009 Paris.

### 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: "[cil@chapka.fr](mailto:cil@chapka.fr)"
- or to the following address: CHAPKA assurances – 56 rue Laffitte – 75009 Paris.

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: [www.mediation-assurance.org](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.

## 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-a-vis the insurer.

In the event of an early final return to France, 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 France) 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.



# CAP W.H.VISA FRANCE



## POLICY N° 58 224 454 GENERAL PROVISIONS FOR INSURANCE AND ASSISTANCE

### ON RISK PERIOD

HEADS OF COVER	DATE OF EFFECT	EXPIRY OF COVER
COVER	On the departure date	The date of return from the trip PLEASE NOTE, in all these cases, our cover ceases automatically 12 months after the departure date of the Insured (save Special Conditions).

INSURANCE COVER	MAX. AMOUNTS (INCLUDING TAX)/ PERSON
<b>LUGGAGE AND PERSONAL EFFECTS</b>	
Theft, total or partial destruction, loss during transit by a transport company	€1,000
Valuables	limited to 50% of the cover amount
Excess	€30
<b>PERSONAL CIVIL LIABILITY IN FRANCE (SECOND LINE) OVERALL COVER CEILING</b>	
Of which, bodily injuries and non-pecuniary damage consecutive upon covered bodily injuries	€4,000,000/event
of which, pecuniary damage and non-pecuniary damage consecutive upon covered pecuniary damage	€450,000/event
Excess	€150
<b>PERSONAL TRAVEL ACCIDENT INSURANCE</b>	
Death benefit	€15,000
Disability benefit	€50,000

## HEADS OF COVER

## MAX. AMOUNTS (INCLUDING TAX)/ PERSON

### ASSISTANCE TO ILL OR INJURED PERSONS

Transport/repatriation	Actual cost
Hospital visiting	Return ticket + €80/night (max. 10 nights)
Early return due to hospitalisation of a family member	Return ticket

### ASSISTANCE IN CASE OF DEATH

Transport of the body	Actual costs
Cost of coffin or urn	€2,000
Early return in the event of death of a family member	Return ticket

### TRAVEL ASSISTANCE

Cost of sea and mountain search and rescue services	€5,000
---	--------

## SOME ADVICE

### BEFORE YOUR DEPARTURE

- Make sure you have the right forms for the length and nature of your trip and for the country you are visiting (there are specific regulations for the European Economic Area). These kinds of forms are supplied by the Health Insurance Fund of which you are a member, so that in the event of an illness or accident that Fund can take direct responsibility for your medical expenses.
- If you are travelling to a country which is not part of the European Union and the European Economic Area (EEA), you must get information, before your departure, in order to check whether the country in question has entered into a social security agreement with France. To do so, you must ask your Caisse d'Assurance Maladie whether you fall into the scope of application of the said agreement and whether you need to carry out any formalities (to obtain a form, etc.).
- To obtain the documents, you must address a query before your departure to the competent institution (in France contact your Caisse d'Assurance Maladie).
- If you are undergoing treatment, do not forget to take your medicines with you, and let us know how these are being carried, depending on your means of travel and your destination.
- Given that we are not a substitute for emergency assistance services, we recommend, particularly if you are engaging in a high-risk physical or motorised activity, or if you are travelling in an isolated region, to ensure in advance that arrangements for emergency rescue have been put in place by the competent authorities of the country concerned, so that they can respond to any call for help that you might make.
- Should your keys be stolen or lost, it could be important to know the key numbers. Please make a note of these in advance.
- Similarly, if your identity documents or means of payment are lost or stolen, it is easier to replace them if you have taken the trouble to photocopy them and make a note of your passport, identity card and bank card numbers, to be kept separately.

### ON LOCATION

If you are ill or injured, please contact us as soon as possible, after first calling the emergency services (ambulance, fire services etc.), as we are not a substitute for these services.

### ATTENTION

Some conditions may be excluded from or have limited cover under your policy.

We advise you to carefully read the General Provisions set out herein.

## INSURANCE AND ASSISTANCE – GENERAL

### 1. SUBJECT OF AGREEMENT

The purpose of these General Provisions of the insurance policy stipulated by the Proposer on behalf of the Insured members with Europ Assistance, a business governed by the Insurance Code is to set out the reciprocal rights and obligations of EUROP ASSISTANCE and the Insureds as defined below.

This policy is governed by the French Insurance Code and presented by Chapka Assurances, insurance broker with capital of 80,000 euros, registered under no. B 441,201,035

with RCS PARIS, with registered office at: 56, rue Laffite - 75009 Paris, ORIAS registration no. 07.002.147 (www.orias.fr).

## 2. DEFINITIONS

### A. DEFINITIONS THAT ARE COMMON TO THE INSURANCE AND TO THE ASSISTANCE

In this policy, the following words and phrases have the following meanings:

#### ACCIDENT (AFFECTING A PERSON)

All harm of physical integrity, which is unintentional and results in the sudden, unforeseeable action of a cause external to the insured.

#### INSURED

The following are deemed to be Insureds:

- The natural persons designated by the Proposer stipulating this policy on their behalf,
- The natural adult aged from 18 to 35 years old, visiting France for tourism and cultural purposes, and who also has the possibility of working there for up to 12 months (without prejudice to the Special Conditions).

In this policy the Insureds may equally be referred to as "you".

#### INSURER/ASSISTING PARTY

Insurance cover and assistance services are provided by and arranged by EUROP ASSISTANCE, a business regulated by the French Insurance Code, a limited company with share capital of €35,402,786, registered under no. 451 366 405 in the Nanterre Trade & Companies Register, the registered office of which is located at 1 Promenade de la Bonnette, 92230 Gennevilliers, France.

Acting through its Irish branch with the commercial name of EUROP ASSISTANCE SA IRISH BRANCH, with main place of business situated at 4th Floor, 4-8 Eden Quay, Dublin 1, DN5W8, Ireland, registered in Ireland with certificate no. 907,089.

In this policy, the company EUROP ASSISTANCE is referred to as "we" or "us".

#### SPECIAL CONDITIONS

These General Conditions may, subject to the agreement of the Insurer, be completed by Special Conditions extending the duration of cover to 14 months.

#### HOME

Your Home is deemed to be your main and usual place of residence which is set out as your home on your income tax assessment. It is in the whole world.

#### ABROAD

The term Abroad means the whole world except for the country in which your Home is located and excluded countries.

#### EVENT

Any situation which under these General Conditions may give rise to a claim for assistance by the Insurer/Assistance Provider.

#### FRANCE

France means Metropolitan France and the Principality of Monaco.

#### EXCESS

The part of the amount of expenses which shall be borne by you.



## HOSPITALISATION

The admission of an insured person to a hospital facility (hospital or clinic) following an illness or accident and including at least one overnight stay, where the admission is ordered by a medical practitioner and evidenced by a hospitalisation certificate.

## INABILITY TO MOVE

The physical inability to move (either complete or partial) as formally recorded by a doctor, following Sickness or an Accident, and which necessitates rest at the Insured's in situ. It must be proven by means of a medical certificate or, depending on the Insured in question, by a doctor's certificate in which details are set out.

## SERIOUS ILLNESS

Designates all sudden, unforeseeable alteration to health noted by a competent medical authority and requiring medical treatment that cannot await a return to the Home country.

## FAMILY MEMBER

Family Member means the spouse, legally-recognised or known cohabiting partner living under the same roof, legitimate children, whether natural or adopted, of the Insured, the father and mother, brothers and sisters, grandparents, parents-in-law (i.e. the parents of the Insured's partner), daughters-in-law, sons-in-law and grandchildren.

## HOST COUNTRY

The Host country is the country in which you are Staying.

## STAY

A Stay is any stay by the Insured Person in France of a maximum duration of 12 consecutive months (without prejudice to the Special Conditions), giving young adults the chance to travel for tourism and cultural purposes and to stay in any of the partner countries and also have the possibility of working there, with a visa or permit.

## INSURED INCIDENT

Any incident of a contingent nature which may give rise to a claim under this policy.

## PROPOSER

The association Alliance des Voyageurs à l'étranger et Expatriés (AVEE), with registered office at 56, rue Laffitte 75009 Paris, declared in the prefecture, having stipulated an assistance contract Cap Working Holiday with Chapka Assurances on behalf of its members (hereinafter the Insured), adult natural persons.

## B. SPECIFICALLY INSURANCE-RELATED DEFINITIONS

In this policy, the following words and phrases have the following meanings:

### MAJOR EVENT AT THE PLACE OF DESTINATION

Three causes can, as defined by this policy, be liable to constitute a Major Event:

- weather events which are major in intensity and which meet all of the following conditions: weather events such as floods caused by waterways overflowing over their banks, floods which result from run-off water, floods and physical impacts related to the action of waves, floods which consist of coastal floods, torrential mudslides and lava flows, tidal waves, earthquakes, seismic volcanic eruptions, cyclonic winds, storms of unusual intensity which have given rise to a Natural Disaster Decree if they happened in France, or which caused large-scale damage to property and/or damage to individuals if they happened Abroad;

- Major health-related events in the destination country or zone that are identified by the World Health Organisation

and that give rise to a risk of a pandemic or of an epidemic;

- political events which are major in intensity and duration which give rise either to serious disruptions as regards the established domestic order within a State or to armed conflicts between several States, or within a single State, between armed groups. The above refers to the zones and countries that are strictly not recommended by the French Ministry of Foreign Affairs.

## 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 AND TEAR

Depreciation of the value of an item of property caused by use, or the manner in which the item of property is upkept or maintained, as of the day of an Insured Incident.

## OLD AGE

Depreciation of the value of an item of property caused by time, as of the day of an Insured Incident.

## 3. WHAT IS THE COVER FOR TRAVELLING EXPENSES?

Travel made in France under the scope of the "Working Holiday Visa" program, for no more than 12 consecutive months, without exception (see Special Conditions).

Tourism travel made Abroad, including a return to the home country for holidays (maximum 30 days).

## 4. GEOGRAPHICAL COVERAGE OF THIS POLICY

The insurance cover and assistance services apply:

- In France during the stay, professional activities included.

- Worldwide, when travelling as a tourist for no longer than 30 days, including holidays in your country of residence/home

**EXCLUSIONS:** in general, countries are excluded if in a state of civil war or are engaged in a foreign war, of known political instability or which are involved in popular movements, riots, acts of terrorism, reprisals, restriction of the free circulation of people and goods (for whatever reason, notably health, security, weather-related, etc.) or disintegration of the atomic nucleus, or any radiation from a radioactive energy source.

To get information before your departure, please contact our points of sale or our Customer Care Line on 01 41 85 85 41 (add the international call access code and the country code 33 when calling from outside France).

## 5. HOW TO USE OUR SERVICES

### A. WHEN YOU NEED ASSISTANCE

In a case of urgency, it is essential to contact the local emergency services for any problem falling within their area of competence.

In any situation, our services are no substitute for the intervention of local public services or of any service provider to whom we are required to have recourse by local or international regulations.

In order to enable us to carry out our work, we recommend that you carry out some minor preparation prior to calling us.

We will ask you for the following information:

- your first name(s) and surname(s);
- your exact location, with the address and telephone number at which we can reach you;
- Your policy number.

You must:

- call us without delay on telephone number: 01 41 85 93 16 (from abroad, +33 1 41 85 93 16), or fax: 01 41 85 85 71 (+33 1 41 85 85 71 from Abroad).
- obtain our prior agreement before taking any steps or incurring any expenditure;
- comply with any solutions which we recommend;
- supply us with all documents relevant to your policy;
- supply us with original documentary evidence of all expenses for which reimbursement disclaimed.

### B. WHAT ARE THE TERMS OF APPLICATION OF THE COVER AND OF THE SERVICES?

We reserve the right to require all information and documents necessary to support any claim under the policy or any request for services (death certificate, evidence of family relationship, evidence of the ages of children, evidence of home address, proof of expenses, tax demand redacted so as to conceal all details other than your name and address and the persons constituting your household for tax purposes).

We will provide assistance only on the express condition that the event for which We provide the service was still uncertain at the date of signature of the policy and the date of departure.

Accordingly, there is no cover for events arising from a diagnosed pre-existing illness or injury resulting in either full hospitalisation, day hospital treatment or walk-in treatment in the 6 months preceding the claim, whether the claim arises from a manifestation or an aggravation of that condition.

### C. YOU WANT TO MAKE A CLAIM REGARDING AN EVENT THAT IS COVERED UNDER THE INSURANCE

Within 2 working days, from the time you are aware of the insured incident as regards the "LUGGAGE AND PERSONAL EFFECTS" cover, in the event of theft, and within five days in other cases, you or any and all person acting on your behalf, must report your insured event to us on-line on our website:

<http://www.chapkadirect.com/sinistre>

or to the following address:

### CHAPKA ASURANCES

Tel.: +33 1 74 85 50 50

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

You must declare the claim via the website. This allows you to easily upload all documents to be supplied. You can also refer to the e-mail you receive when subscribing.

This includes a summary file on what you need to do in the event of a claim and allows you to upload the medical questionnaire.

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. DOUBLE INSURANCE

If the risks covered by this policy are covered by another form of insurance, you must inform us of the name of the insurer with whom the other insurance has been arranged (ref article L. 121-4 of the French Insurance Code), as soon as you become aware of this information and at the latest when reporting an insured incident.

### E. FALSE STATEMENTS

- If and insofar as they misrepresent the subject of the risk or reduce our assessment of the risk, any non-disclosure or intentionally false statement on your part shall avoid the contract. We will retain any premiums already paid and we will be entitled to demand payment of all premiums due (Article L.113-8 of the French Insurance Code);
- Any omission or inaccurate statement made on your part where bad faith is not established shall result in the termination of the policy 10 days after notification to this effect addressed to you by letter sent by recorded delivery and/or application of the reduction of indemnities (article L. 1139 of the French Insurance Code).

### F. FORFEITURE OF COVER AND OF SERVICES DUE TO FRAUDULENT STATEMENTS

If, in case of an insured incident or claim under the insurance cover and/or as regards assistance services (as provided by these General Provisions), you knowingly use incorrect documents or fraudulent means by way of evidence, or make inaccurate or incomplete statements, you shall forfeit all rights to the insurance cover and to the assistance services provided by these General Provisions, for which these statements are required.

## 6. WHAT TO DO WITH THE TRAVEL DOCUMENTS

If we arrange and pay for transport under one of the clauses of this agreement, you undertake either to allow us to use the travel document or documents held by you or to reimburse us to the extent of any refund which you have received from the organisation which issued your travel documents.

# GENERAL CONDITIONS OF INSURANCE

## LUGGAGE AND PERSONAL EFFECTS

### 1. WHAT WE COVER

We provide cover, subject to the maximums set out in the Table of Amounts covered, for your luggage, personal objects and effects, outside of your Home or place you are staying, against:

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

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. LIMITATIONS ON REIMBURSEMENTS AS REGARDS CERTAIN OBJECTS

As regards precious objects, pearls, jewels and watches worn, furs, and likewise in respect of any and all sound and/or picture reproduction appliances and the accessories thereof, hunting guns, portable computing items, the reimbursement amount may not, under any circumstances, exceed 50% of the insurance cover provided, as per the Table of Amounts Covered.

Furthermore, the objects listed above are only covered against theft.

If you use your own car, the risk of theft is covered provided that luggage and personal effects are put in the boot of the car and the latter is locked and the luggage and personal effects are out of sight. Solely theft by means of break-in is covered.

**If the vehicle is parked in public areas, the cover is only valid between 7am and 10pm.**

### 3. EXCLUSIONS

In addition to the general exclusions applicable to the policy and set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" in the "Framework of the Policy" part of the policy, the following are excluded:

- an area which is made available to several individuals;
- Items which are forgotten, lost (except by a transport company) or exchanged;
- Thefts not involving break-ins which are duly recorded and set out in reports by an authority (all types of police, transport companies, ships' stewards, etc.);
- Thefts committed by your staff during the exercise of their duties;
- Accidental damage arising out of the leakage of liquids, of fat, of colourants or of corrosives which were put in your luggage;

- The confiscation of goods by the authorities (customs, police);
- Damage caused by moths and/or by rodents and cigarette burns and also by non-incandescent sources of heat;
- Thefts committed from a convertible car and/or from an estate car or from another vehicle which does have a boot; the insurance cover still applies on the condition that the cargo cover supplied with the car was used;
- The collections and samples of sales representatives;
- The theft of, the loss of and damage caused to cash money, documents, books, passports, ID documents, travel tickets and credit cards;
- The theft of jewels when they have not been put in a locked safe or when they are not being worn;
- The breakage of fragile objects such as porcelain, glass, ivory, pottery and marble objects.
- Indirect damage or losses such as depreciation and denial of enjoyment;
- the items designated hereto: any and all prosthetics, disability aids of all kinds, bicycles, trailers, securities, paintings, eyeglasses, contact lenses, keys of any and all kinds (except the keys for your Home), documents recorded on tapes or films and also professional equipment, drones, mobile phones, CDs and DVDs, all multimedia equipment (MP3 players, MP4 players, PDAs, etc.), satellite navigators, sports articles, musical instruments, food products, lighters, pens, cigarettes, alcohol products, art objects, fishing rods, beauty products, camera films and items bought during the course of your travel.

### 4. WHAT AMOUNT DO WE COVER?

The sum set out in the Table of Amounts Covered constitutes the maximum reimbursement in respect of all insured incidents which occur during the cover period.

An Excess indicated in the Table of Amounts Covered, will be withheld per Insured Event.

### 5. HOW IS YOUR COMPENSATION CALCULATED?

You shall be compensated based on the replacement price paid for equivalent objects, which shall be given to you, once deductions for Wear and Tear and Dilapidation have been made.

Under no circumstances shall the proportional rule set out in article L. 121-5 of the French Insurance Code be applied.

### 6. WHAT DOCUMENTS MUST BE PROVIDED IN THE EVENT OF A CLAIM?

Your claim as regards an insured incident shall have to be accompanied by the following items:

- A receipt for a complaint filed or a theft reported within 48 hours to an authority (all forms of police, transport companies, ships' stewards, etc.) when the claim is for items stolen or mislaid;
- In the event of loss or damage occurring when the luggage is under the liability of the carrier: the reservation slip and documentation of the claim made with the carrier, the note of damaged luggage or luggage irregularity ("PIR") notified by the transport company. It must also specify the reasoning behind the reimbursement by the

transport company and, for lack thereof, the evidence of refused acceptance by the transport company.

**In the event that these documents are not provided we shall be entitled to claim compensation from you equal to the damage or loss which shall have resulted from said non-provision in our regard.**

**The sums insured cannot be deemed to be proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of said goods. You are obliged to provide evidence, by any and all means in your power and by any and all documents in your possession, of the existence and of the value of said goods at the time of the Insured Incident, and likewise the extent of the damage or losses.**

## 7. WHAT HAPPENS IF YOU GET BACK ALL OR SOME OF THE ITEMS WHICH WERE STOLEN AND COVERED BY LUGGAGE COVER?

**You have to advise Us immediately of this, by registered letter, as soon as you are informed of the new situation.**

If we have not yet paid compensation to you, you should regain possession of the objects, and then we shall only be obliged to pay for any damage or missing items.

If we have already compensated you, you can opt within a time frame of two weeks:

- Either for relinquishment;
- Or to recover the objects in return for restitution of the compensation which you received following deductions for damage and/or missing items.

If you have not chosen within a time frame of two weeks, then we shall assume that you have opted for relinquishment.

## PERSONAL TRAVEL ACCIDENT INSURANCE

### 1. WHAT WE COVER

We guarantee payment **of the compensation amounts set out in the Table of Amounts Covered** in the event of a bodily accident which the Insured may have suffered during the period of the travel.

### 2. WHAT AMOUNT DO WE COVER?

We provide cover as regards the sums set out in the Table of Amounts Covered in the following cases: **As regards adult Insureds:**

Death: the capital sum set out in the Table of Amounts Covered is payable to beneficiaries whom you shall have named in the General Provisions, or, failing that, to the persons entitled to a right under you.

partial permanent disability: receive a capital sum which shall be calculated by applying the sum indicated in the Table of Amounts Covered in the event of total permanent disability to your percentage of partial permanent disability, which is determined using the scale set out herein below.

**It is specified that only disabilities in excess of 10% are indemnified under this policy. As regards Insureds who are minors:**

death of a child: we shall compensate you for funeral expenses incurred **up to the maximum sum provided for**

**in the Table of Amounts Covered**, upon production of the original invoice issued by the funeral service provider.

disability of a child: we pay compensation the sum of which shall be calculated **by applying the sum indicated in the Table of Amounts Covered** in the event of total permanent disability to the percentage of partial permanent disability of the Insured child, which is determined using the scale set out herein below.

### 3. SCALE OF DISABILITY

COMPLETE LOSS:	RIGHT	LEFT
of an arm	70%	60%
of a forearm or of a hand	60%	50%
of a thumb	20%	17%
of an index finger	12%	10%
of a middle finger	6%	5%
of a ring finger	5%	4%
of a little finger	4%	3%
of a thigh	55%	
of a leg	40%	
of 2 limbs	100%	
of a foot	40%	
of a big toe	8%	
of the other toes	3%	
of both eyes	100%	
of sight or of one eye	25%	
Complete hearing loss – incurable and which cannot be resolved using a hearing aid	60%	
Complete hearing loss – incurable and which cannot be resolved using a hearing aid in one ear	10%	
Total and incurable mental alienation	100%	

### NON-CUMULATION OF COMPENSATION:

Death and total permanent disability cover cannot both be claimed when the result from the consequences of the same insured event.

If, after having received compensation arising from partial disability consecutive upon an insured Event, you were to die from the consequences of the same Event, we would pay to persons claiming under you the capital sum provided for in the event of death, **up to the maximum amount detailed in the Table of Amounts Covered**, following deduction of the compensation we already paid to you in regard of partial permanent disability.

### 4. THE DEFINITION OF LOSS

Loss is defined as the complete amputation of or complete paralysis of the member in question, or ankylosis affecting all joints.

## 5. EXCLUSIONS

In addition to the general exclusions applicable to the policy and set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" in the "Framework of the Policy" part of the policy, the following are excluded:

- Accidents caused by: blindness, paralysis, mental illnesses, and also all sicknesses/diseases or infirmities which existed at the time the policy was taken out;
- Accidents arising out of participation in sports such as: rock climbing, mountaineering, tobogganing competitions, parachuting and any and all aerial sports, including flying kites and all similar devices, potholing, as well as accidents caused by participation in sports competitions or sports training sessions;
- Accidents caused by the use of motorised bikes with engine sizes in excess of 125 cm<sup>3</sup>, as the driver thereof or as a passenger;
- Accidents caused by a transport company which has not been authorized to provide public travel services to individuals;
- Accidents resulting from scuba diving (with or without kit) when the activity is carried out more than 10 km from a medical structure with a hyperbaric chamber;
- Accidents resulting from scuba diving (with or without kit) when the activity is carried out without the supervision of a correctly-qualified monitor.

## 6. HOW IS COMPENSATION CALCULATED?

The sum of compensation can only be set following consolidation, in other words after the date from which the consequences of an Accident have stabilised.

The definitive percentage following an Accident which affects a member or an organ which has already been damaged shall be equal to the difference between the percentage determined using the table and the terms of application thereof and the percentage prior to the Accident.

If you are affected by an infirmity which does not appear in the "Disability Scale" table herein above, we determine the corresponding disability percentage by comparing the seriousness of the infirmity in question to the seriousness of the cases detailed in the table, however it shall not be possible to take the occupation of the victim into account when determining the seriousness of the infirmity.

If it is medically established that the Insured is left-handed, the disability percentage set out for the upper right-hand-side member applies to the upper left-hand-side member and viceversa.

If the Accident gives rise to several lesions, the disability percentage used to calculate the sum that we shall pay shall be calculated by applying, to the percentage detailed in the scale above, the method employed to determine disability percentage in the event of an occupational accident, but the overall percentage shall not be in excess of 100%.

Application of the scale above is carried out subject to the assumption, under all circumstances, that the consequences of the Accident were not exacerbated by the action of a previous sickness/disease or infirmity and that the victim obtained suitable medical treatment. If it were otherwise, the percentage would be determined in consideration of the consequences which the Accident would have had on a person in a normal physical condition who had obtained rational treatment.

## 7. WHAT MUST YOU DO WHEN THERE IS AN INSURED INCIDENT?

Your claim as regards an insured incident shall have to be accompanied by the following items:

- A medical certificate;
- Any statements from witnesses which establish that the Accident actually happened or the scale thereof;

During the period for which the Insured is being treated, he or she must allow a consultant doctor, whom we shall appoint, free access to his or her medical file, in order that said doctor may assess the consequences of the Accident;

In the event of a disagreement regarding the causes or the consequences of the Accident, we shall submit the dispute to two experts chosen by the parties, one chosen by the Insured or by the parties claiming under him or her, and the other by us, subject to our respective rights.

Should the experts not agree, a third expert shall be appointed, either by joint agreement, or by the President (Presiding Judge) of the Tribunal de Grande Instance (High Court) with jurisdiction for the place in which you live.

## PERSONAL CIVIL LIABILITY IN FRANCE (SECOND LINE)

### 1. WHAT WE COVER

The financial consequences which may affect you subsequent to an out-of-court claim or a claim before a court, brought against you by a third party wronged by you, due to any and all bodily injuries or material damage or losses, caused to the latter as a result of an accident, a fire or an explosion which occurred during your stay in France, **up to the maximum amounts set out in the Table of Amounts Covered.**

**The relative Excess detailed in the Table of Amounts Covered shall be deducted as regards each Insured Incident.**

The cover shall apply under the following circumstances:

- When you have caused damage or losses to a third party and you may be liable for having done so under civil law if a claim is made;
- And when the prejudicial act occurred between the date on which the cover initially came into effect and the date on which it was terminated or on which it expired, irrespective of the date of the other particulars pertaining to the Insured Incident.

This cover only applies after all insurance existing and in force, subscribed by the insured or of which he is the beneficiary.

Consequently, any claim must first be submitted by the Insured to the insurance company/ies concerned.

### 2. EXCLUSIONS

In addition to the general exclusions applicable to the policy and set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" in the "Framework of the Policy" part of the policy, the following are excluded:

- The damage or losses which you caused or brought about intentionally as a physical person or as the legal and actual director of a firm if you are a legal entity;
- Injury or damage arising from the use of motor vehicles, or of any and all air, sea or river navigation means, or from engaging in air sports;

- The material damage caused to any and all terrestrial motor vehicles or to any and all air, river or sea navigation mechanisms;
- Damage arising out of hunting;
- Injury or damage arising from any professional activity;
- The consequences of any and all insured incidents in respect of damage or losses or bodily injury affecting you, your spouse, your ascendants or your descendants;
- Non-pecuniary damage except when it is the consequence of covered pecuniary damage or losses or bodily injuries, in which case cover for it is understood to take place as set out as per the ceiling provided for in the Table of Amounts Covered;
- All measures taken at your initiative without our prior consent;
- accidents resulting from the practice of the following sports: bob-sleighbing, rock climbing, skeleton, skiing, tobogganing competitions, any aerial sports, as well as accidents caused by taking part in matches or competitions or training for matches or competitions.
- fines and all pecuniary sentences issued by way of sanctions and not constituting the direct compensation for personal injury or physical damages (such as punitive or exemplary damages).
- tangible damages caused by the Insured to laptop computers, mobile telephones and tablets.
- The damages caused to the assets assigned, rented or loaned to the Insured.

### 3. SETTLEMENT – ADMISSION OF LIABILITY

We are not liable for any amount payable by reason of any admission of liability or of any settlement or compromise accepted by you without our approval. 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.

### 4. PROCEDURE

In the event that an action is brought against you, we shall 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.

However, you can join our action as soon as you can prove that your own interests are at stake, interests which do not come under the scope hereof.

The fact that we take on your defense as a precautionary measure cannot be interpreted by you to constitute an acknowledgement of a guarantee 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.

**In this event, we nevertheless reserve the right to proceed against you for the reimbursement for all the amounts which we have paid or deposited instead of you.**

### 5. CLAIMS

In respect of your options as to claims:

- Before civil, commercial and administrative courts, we are free to bring claims as we wish within the framework of the cover provided by the policy set out herein.

- Before criminal courts, options as to claims may only be exercised with your consent.

- If a dispute only concerns civil-law interests at a later point in the proceedings, your refusal to grant your consent to the option to bring a claim which is envisaged gives rise to a right as to us to claim from you compensation equal to the loss which shall have resulted therefrom for us.

**You cannot object to us bringing a claim against a third party who or which is liable if the latter is covered by another insurance policy.**

### 6. INAPPLICABILITY OF FORFEITURE PROVISIONS

Even if you fail to perform your obligations following the insured incident, we may still be required to compensate the persons to whom you are liable. In this event, we nevertheless reserve the right to proceed against you for the reimbursement for all the amounts which we have paid or deposited instead of you.

### 7. TRIAL COSTS

We shall bear the cost of trial costs, receipt costs and other payment costs. However, if you are sentenced as regards a sum in excess of the sum covered, you and we shall bear said expenses in line with the proportional breakdown of our respective shares as set out in the sentence.

## ASSISTANCE

### WHAT WE COVER

You must obtain our prior agreement before taking any steps or incurring any expenditure. Any refusal to apply decisions made by EUROP ASSISTANCE shall terminate this cover.

### – ASSISTANCE TO PERSONS IN THE EVENT OF DISEASE OR INJURY DURING THE HOLIDAY

#### 1. TRANSPORT/ REPATRIATION

If, during your stay, you get sick or get injured, our doctors shall get in contact with the local doctor who saw you following the Sickness or the Accident.

The information received from the local doctor, and if appropriate from your regular doctor, will allow us, following the decision of our own medical advisers, and depending solely on your medical needs, to arrange:

- Either your return to your Home;
- Or your transportation, where applicable under medical surveillance, to a suitable hospital department close to you by a mini-ambulance, by ambulance, by train (1st class seat, 1st class couchette or sleeper), by a scheduled airline or by air ambulance.

Likewise, depending solely on medical requirements and upon a decision taken by our doctors, we can trigger and organise, in some cases, initial transportation to a local care center, before envisaging a return to an establishment close to your Home.

Your medical condition and compliance with the health regulations in force are the only factors taken into account

in making the decision to move you, the choice of means of transport and the choice of any place of hospitalisation when required.

**This cover can only be invoked once per 12-month period.**

#### IMPORTANT

In this connection it is expressly agreed that the final decision to be implemented in practice rests in the last resort with our medical advisers, so as to avoid any conflict of medical authority.

Furthermore, should you refuse to follow the course of action considered most suitable by our medical advisers, we are exempted from all further liability, particularly if you return by your own means or if your state of health worsens.

### 2. HOSPITALISATION ESCORTING

When you are alone and hospitalised at the place at which your Sickness affected you or you were the victim of your Accident and our doctors deem, based on the information provided by the local doctors, that your return cannot take place within 7 days, we shall organise and bear the cost of an outbound and inbound trip from the country where your Home is located, by first-class train travel or on a flight in economy class, for a person of your choosing, in order that the person can come to your bedside.

We also bear the cost of the hotel expenses of the person (room and breakfast), **up to the sum indicated in the Table of Amounts Covered.**

**This cover is only acquired in the event of there being no escort in situ.**

### 3. EARLY RETURN DUE TO HOSPITALISATION OF A FAMILY MEMBER

During your stay, you learn of the hospitalisation following serious illness or serious injury that is unforeseen and exceeds 5 days, of your spouse, direct ascendants or descendants, brother or sister, father-in-law or mother-in-law and you wish to go to them, at the place they are hospitalised. EUROP ASSISTANCE will make available to you and pay for:

- either your outward bound flight (economy class) to the home country or train ticket (1stclass) to the city nearest to your home country, with the exclusion of all other travel costs;
- or your return flight (economy class) to the home country or train ticket (1st class) to the city nearest to your home country, with the exclusion of all other travel costs; Subject to compliance with the following conditions:

The Insured must contact the assistance platform and obtain authorisation before buying a ticket

In order to benefit from the return ticket, the following additional conditions must also be met:

- Your return flight is ordered at the same time as your outward ticket
- The date of your return must be at most 30 days after your outward ticket
- Your insurance contract must be valid for at least 1 month as at the return date.

We reserve the right to demand any additional evidence from you (family relationship, death certificate, purchase invoice of the return ticket, etc.).

If you do not provide us with supplementary documentary evidence within 30 days, we reserve the right to invoice you for all the amounts paid under this head of cover.

**This cover can only be invoked once per 12-month period.**

## ASSISTANCE IN CASE OF DEATH

### 1. TRANSPORT OF REMAINS AND COST OF COFFIN IN THE EVENT OF THE DEATH OF AN INSURED PERSON

If an Insured person passes during his stay, we shall organise and bear the cost of moving the remains of the deceased Insured person to the location of the funeral in the country in which the Home of the Insured person is located.

We also bear all the costs necessary for the preparation of the remains and the arrangements specifically required for the purpose of moving the remains, to the exclusion of all the other costs.

In addition, we shall make a contribution towards the cost of a coffin or an urn, which the family shall obtain from a funeral service provider of its choosing, of **up to the amount set out in the Table of Amounts Covered**, upon submission of the original copy of the receipt for it.

All the other expenses (in particularly those of the service, hearse and burial) must be borne by the family.

### 2. EARLY RETURN FOLLOWING DEATH OF FAMILY MEMBER

During your stay, you learn of the death of your spouse, direct ascendants or descendants, brother or sister, father-in-law or mother-in-law and you wish to go to their funeral. EUROP ASSISTANCE will make available to you and pay for:

- either your outward bound flight (economy class) to the home country or train ticket (1stclass) to the city nearest to your home country, with the exclusion of all other travel costs;
- or your return flight (economy class) to the home country or train ticket (1st class) to the city nearest to your home country, with the exclusion of all other travel costs; Subject to compliance with the following conditions:

The Insured must contact the assistance platform and obtain authorisation before buying a ticket

In order to benefit from the return ticket, the following additional conditions must also be met:

- Your return flight is ordered at the same time as your outward ticket
- The date of your return must be at most 30 days after your outward ticket • Your insurance contract must be valid for at least 1 month as at the return date.

We reserve the right to demand any additional evidence from you (family relationship, death certificate, purchase invoice of the return ticket, etc.).

If you do not provide us with supplementary documentary evidence within 30 days, we reserve the right to invoice you for all the amounts paid under this head of cover.

**This cover can only be invoked once per 12-month period.**

## TRAVEL ASSISTANCE

### SEARCH AND RESCUE EXPENSES

#### 1. SEARCH AND RESCUE COSTS AT SEA, MOUNTAIN AND IN THE DESERT

We bear the cost of sea, mountain and **desert search and rescue operations for up to the amount set out in the Table of Amounts Covered.**

Only costs which are invoiced by a company validly approved to carry out these activities can be reimbursed.

The service does not include the organisation or the performance of search and rescue operations.

#### 2. EXCLUSIONS

In no circumstances can we substitute for the local emergency services.

In addition to the general exclusions applicable to the policy and set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" in the "Framework of the Policy" part of the policy, the following are excluded:

- The consequences of exposure to infectious biological agents that are released intentionally or accidentally, to chemical agents such as chemical weapons, to incapacitating agents, to neurotoxic agents and to agents with long-lasting neurotoxic effects;
- the consequences of intentional acts by you or of wilful misconduct, attempted suicide or suicide;
- Pre-existing health conditions and/or sicknesses or diseases and/or injuries which were diagnosed and/or treated and which gave rise to continual hospitalisation, or outpatient hospitalisation, or daytime hospitalisation in the six months preceding any and all requests, when the issue in question is a manifestation of or a worsening of said condition;
- Costs incurred without our approval or not specifically envisaged by the General Provisions of the policy set out herein;
- any expenses not evidenced by original documents;
- Insured incidents which take place in countries that are excluded from cover or outside the dates of validity of the policy, or in particular subsequent to the planned duration of the trip Abroad;
- the consequences of incidents occurring in the course of trials, races or motorised competitions or practice for these events, which by virtue of the regulations in force require the prior authorisation of the public authorities, in which you are taking part as a competitor, or during trials on circuit requiring the prior approval of the public authorities, even if you are using your own vehicle;
- travel undertaken for the purpose of obtaining a diagnosis or medical treatment or cosmetic surgery, the consequences of such treatment and any costs arising from it;
- The organisation and the bearing of the cost of the travel referred to in the "Travel/Repatriation" section as regards minor ailments which can be treated at the destination and which do not prevent you from

continuing your trip;

- claims for assistance connected with medically assisted conception or pregnancy or voluntary interruption of pregnancy, and any consequences or costs arising from them;
- Requests relating to reproductive acts on behalf of other people and surrogacy, the consequences thereof and the costs which arise therefrom;
- medical equipment and prostheses (dental, hearing aids or medical);
- cures in baths and spas, their consequences and any costs arising from them;
- Medical expenses incurred in the country where your Home is;
- foreseen periods in hospital, their consequences and any costs arising from them;
- optical expenses (such as spectacles and contact lenses);
- vaccines and the costs of vaccination;
- follow-up medical visits, their consequences and any costs arising from them;
- cosmetic treatment, the consequences of such treatment and any costs arising from it;
- any stay in a rest home, its consequences and any costs arising from it;
- occupational therapy, chiropractic, their consequences and any costs arising from them;
- any medical or paramedical services and the purchase of products of which the therapeutic quality is not recognised by French law, and connected costs;
- health check-ups by way of preventive screening, regular treatment or analysis, their consequences and any costs arising from them;
- The organisation of search and rescue operations in respect of individuals, in particular mountain, sea and desert search and rescue operations;
- costs connected with excess baggage charges in connection with air travel and the cost of carriage of baggage which cannot be carried with you;
- the costs of cancellation of travel;
- restaurant bills;
- customs costs,
- telephone and taxi costs.

## FRAMEWORK OF THE AGREEMENT

This agreement is governed by French law.

### 1. COMMENCEMENT AND PERIOD OF VALIDITY

#### A. ON-RISK PERIOD

##### Policy commencement:

The policy stipulated between the Proposer and Europ Assistance commences on 01/05/2017.

##### Dates of effect of cover:

The duration of validity of all cover corresponds to the dates of the Stay in France, as declared by the Insured and specified



on the adhesion certificate, with a maximum duration of 365 consecutive days (save Special Conditions).

The date of coming into force of the cover may not be earlier than the date of subscription by the Association.

The duration of validity of cover for each Insured cannot exceed 365 consecutive days (save the Special Conditions).

#### Waiting time

Subject to payment of the corresponding price, cover shall apply as from completion of a waiting time of:

- ONE HUNDRED AND EIGHTY consecutive days in the event of maternity,
- TWELVE consecutive days in other cases when the date of effect of adhesion is after the start date of the temporary stay.

The waiting time is a period during which the insured is not covered; it is calculated from the date of effect of adhesion specified on the adhesion certificate.

It does not apply in the event of personal injury noted by a competent authority and duly justified notably by a police report.

## **B. CESSATION OF POLICY AND COVER**

The policy can be terminated:

### **BY THE INSURER:**

- In the event of non-payment of the premiums, under the conditions of Article L113-3 of the French Insurance Code;
- In the event of omissions or imprecisions in the declarations of the Proposer at subscription or during the policy (Article L113-9 of the French Insurance Code), in the event of the worsening of risk under the conditions of Article L113-4 of the Insurance Code.

### **BY THE PROPOSER:**

- In the event of termination after claim by the Insurer of another policy subscribed by the Proposer (Article R113-10 of the French Insurance Code);
- In the other cases envisaged by the Insurance Code.

### **AUTOMATICALLY:**

- In the event of the withdrawal of our administrative authorisation (Article L326-12 of the French Insurance Code).

### **YOUR COVER WILL COME TO AN END:**

- for each Insured,
- by the expiry of cover,
- in the event of non-payment of the premium by the Insured,
- as at the date on which he is no longer a member of the proposing association,
- for all Insureds,
- in the event of termination of the contract stipulated between the Proposer and the Insurer, the Proposer will inform its adhering Insureds.

## **2. CANCELLATION IN CASE OF DOUBLE INSURANCE**

### **IN THE EVENT OF A DISTANCE SALE**

In accordance with Article L112-2 of the French Insurance

Code, when the policy is marketed in a distance sale for non-business purposes, the Insured has 14 calendar days within which to renounce adhesion (as long as the contract has not been executed and the Insured has not invoked any cover).

The cancellation is made by letter sent to:



### **CHAPKA**

Service clients (Customer Services) - 56 rue Laffitte 75009 Paris (we recommend a letter sent recorded delivery with advice of receipt).

It can be done as follows:

Model letter of cancellation: "Dear Sir/Madam, I, the undersigned (name and surname), residing at (main place of domicile), hereby inform you that I renounce my subscription of the policy registered under reference number EA4707 on (date), for the following reason:

..... In ....., on ..... Date and signature".

## **3. HOW ARE LOSSES COVERED BY INSURANCE POLICIES ASSESSED?**

If the amount of compensation cannot be determined by agreement, they must be assessed by way of an informal reference to expert opinion.

Each side must appoint an expert. If the appointed experts cannot agree, they call in a third expert and the three of them must decide collectively by majority vote.

Should one party fail to appoint an expert, or should the two experts be unable to agree on the appointment of a third, the appointment must be made by the President (Presiding Judge) of a French "Tribunal de Grande Instance" (High Court) of the district where the insured incident occurred. This appointment is made on request, signed by one or both parties; if one party has not signed, that party is invited to attend the expert hearing by registered letter.

Each party is liable for the costs and fees of its appointed expert and, if applicable, one half of those of the third expert.

## **4. WHEN WILL YOU RECEIVE PAYMENT?**

The claim shall be settled within not more than 5 days from the date of agreement between the parties or of an enforceable judicial decision.

## **5. EXCLUSIONS IN THE CASE OF FORCE MAJEURE OR OTHER EQUIVALENT EVENTS**

In case of emergency, we cannot be used as a substitute for local organisations.

We cannot be held liable for failure or delay in providing services resulting from circumstances beyond our control or events such as:

- Civil or foreign wars, known political instability, popular movements, riots, acts of terrorism, reprisals;
- Recommendations of the WHO or national or international authorities or restrictions to the free circulation of people and goods for whatever reason, notably health, security, weatherrelated, limitation or prohibition of aeronautical traffic;
- Strikes, explosions, natural disasters, the disintegration of the atomic nucleus, or any radiation from a radioactive energy source;

- Delays in and/or impossibility of obtaining administrative documents such as entry and exit visas, passports, etc. necessary to your travel within or outside the country where you are or your entry into the country chosen by our doctors for hospitalisation;
- Use of the local public services or by all other parties. We are obliged to contact under local and/or international regulations;
- The non-existence or the unavailability of technical or human means suitable for transport (including refusal to intervene).

## 6. EXCEPTIONAL CIRCUMSTANCES

Carriers of people (in particular airlines) may impose special terms in the case of passengers with certain conditions or pregnant women at any time up to the beginning of travel, which may be varied without notice (thus airlines may require medical examinations, a medical certificate etc.).

As a result, the repatriation of said individuals can only be carried out provided that the travel provider does not refuse to provide travel thereto, and of course, provided that no unfavourable medical opinion has been issued (as provided for and in accordance with the terms and conditions provided for in the "TRAVEL/REPATRIATION" section), with a view to the health of the Insured or of the child who is to be born.

## 7. WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?

The general exclusions of the policy are those common to all heads of cover and the assistance services set out in these General Conditions. The following are excluded:

- civil or foreign wars, riots, popular unrest,
- voluntary participation by an insured person in riots, strikes, fights or acts of violence,
- the consequences of nuclear fission or any radiation emitted by a radioactive energy source,
- unless otherwise agreed, an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, except in the context of the provisions of French Act no. 82-600 of 13 July 1982 concerning the compensation of victims of natural catastrophes (as concerns insurance claims),
- the consequences of using medicines, drugs, stupefying substances and similar products other than on medical prescription, and of alcohol abuse over the rates envisaged by the legislation of the country in which you are located,
- Claims connected with the use of a motor vehicle with engine sizes in excess of 125 cubic centimetres, as the driver thereof or as a passenger;
- Claims connected with the use of motorcycles when the Insured does not have a licence in compliance with the legislation of the country in which he is located,
- Claims connected with the use of motorcycles when the Insured was not wearing a helmet, in breach of the legislation of the country in which he is located,
- any voluntary act by you which could give rise to a claim under the policy.

## 8. SUBROGATION

After having incurred costs under the scope of our insurance cover and/or of our assistance services, with the exception of

the costs paid as regards the "PERSONAL TRAVEL ACCIDENT INSURANCE" cover, we shall take over all rights and claims that you may have against any third parties liable for the insured incident, as provided for by 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 agreement.

## 9. WHAT IS THE LIMITATION PERIOD?

### Article L 114-1 of the French Insurance Code:

All claims arising from a contract of insurance shall expire two years after the date of the event from which they arose. However, this period only runs:

- 1 - in the case of any non-disclosure, omission or false or inaccurate statement about the risk incurred, from the date on which the Insurer becomes aware of such;
- 2 - in the case of a claim, from the date on which the parties concerned became aware of such, if they can prove that up until that point they were unaware of it. When the claim of the insured party against the insurer arises out of a claim by a third party, the time limit only runs from the date on which that third party brought an action against the insured party or was indemnified by the latter.

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

The limitation period is interrupted by the ordinary grounds for interruption of limitation periods and by the appointment of experts following a claim. The interruption of the limitation period can, moreover, also take place by the sending of a letter by recorded delivery with advice of receipt, addressed by the insurer to the insured party regarding a claim for payment of the premium, and by the insured party to the insurer regarding the settlement of the indemnity.

### Article L 114-3 of the French Insurance Code:

As an exception to Article 2254 of the Civil Code, the parties to the insurance contract cannot, even by mutual agreement, amend the limitation period nor add to the grounds for suspension or interruption of such.

The ordinary causes of the interruption of the limitation period are defined in Articles 2240 to 2246 of the Civil Code: the debtor's admission of the claim for which he was claiming limitation (article 2240 of the Civil Code), the commencement of legal proceedings (articles 2241 to 2243 of the Civil Code) or process for the enforcement of a judgement (articles 2244 to 2246 of the Civil Code).

## 10. COMPLAINTS - DISPUTES

In the event of a complaint or dispute, please apply to:



### EUROP ASSISTANCE

SERVICE REMONTÉES CLIENTS  
[Customer Service]  
1, promenade de la Bonnette  
92633 Gennevilliers cedex

If the matter cannot be dealt with within 10 working days, a letter of acknowledgement will be sent to you within that period. A reply to your complaint in writing will be sent to you no later than two months from the date of receipt of your initial complaint.

If you entered into your policy through an intermediary and the matter relates to its duty to advise and provide information or concerns the policy marketing conditions, the complaint made by you must be addressed to this intermediary only.

If the dispute continues after examination of your claim by our Customer Services Department ("Service Remontées Clients"), you may contact the Mediator by post or over the internet:



### LA MÉDIATION DE L'ASSURANCE

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

You remain free at any time to bring the matter before a court of competent jurisdiction.

## 11. SUPERVISING AUTHORITY

The supervisory authority is the Autorité de Contrôle Prudentiel et de Résolution (A.C.P.R.), - 61, rue Taitbout - 75436 Paris cedex 09.

## 12. INFORMATION: YOUR RIGHTS

All information collected by EUROP ASSISTANCE FRANCE, 1 Promenade de la Bonnette, 92633 Gennevilliers Cedex, upon entering into the policy and/or during provision of the services, is necessary in order to perform the commitments we make with regard to you. If you fail to provide the information requested, EUROP ASSISTANCE will be unable to provide the service to which you wish to subscribe.

This information is restricted solely to the EUROP ASSISTANCE FRANCE services responsible for your policy and may be forwarded, solely for the purpose of rendering those services, to service providers, subcontractors or partners of EUROP ASSISTANCE FRANCE at the time when the this agreement was entered into.

EUROP ASSISTANCE FRANCE also reserves the possibility of using your personal details for the purpose of quality control or statistical studies. You are further informed that your personal data may be processed for the purpose of combating insurance fraud, which may result in registration on a list of persons considered as being a fraud risk.

Moreover, in order to fulfil its legal and regulatory obligations, EUROP ASSISTANCE may be required to disclose information to the legally-authorized administrative or legal authorities.

You have, upon providing proof of your identity, the right to access, amend, rectify and delete information regarding them, by writing to:



### EUROP ASSISTANCE FRANCE

SERVICE REMONTÉES CLIENTS  
[Customer Service]  
1, promenade de la Bonnette  
92633 Gennevilliers cedex

EUROP ASSISTANCE FRANCE informs you, in accordance with Law No. 2014-344 of 17 March 2014, that if you do not wish to be contacted by telephone for advertising or promotional purposes by a professional with whom you had no previous contractual relations, you can at no cost have yourself entered on the telemarketing opt-out list by post or over the internet:



### SOCIÉTÉ OPPOSETEL

SERVICE BLOCTEL  
6, rue Nicolas Siret  
10000 TROYES  
[www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

If the carrying out of one of the purposes of processing mentioned above requires personal data to be transmitted outside the European Union, EUROP ASSISTANCE FRANCE will make the necessary contractual arrangements with the recipients of that data to ensure that the processing of that data by third parties remains secure.

Furthermore, you are informed that telephone conversations with EUROP ASSISTANCE FRANCE may be recorded for service quality and training purposes. These conversations are stored for two months after the date of recording. You may object to the call being recorded by informing the other party to the call.



## Chapka Assurances

56 rue Laffitte - 75009 Paris  
Tél. : 01 74 85 50 50

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

Garantie financière et assurance RC conformes aux articles L530-1 et L530-2 du Code des assurances  
Inscrit à l'Orias N°07002147