



# CAP SCHENGEN

CONTRACT IB1800340FRFO1

**europ**  
**assistance**  
*you live we care\**

\* Vous vivez, nous veillons

## COVER

## AMOUNTS

REPATRIATION ASSISTANCE	
Repatriation or medical transport	Actual costs
Accompaniment during the repatriation or transport	Ticket
Presence in the event of hospitalisation	Ticket
Extended hotel stay	Hotel expenses of €80 per day, for a maximum of 10 days
Hotel expenses	Hotel expenses of €80 per day, for a maximum of 10 days
Additional reimbursement of medical, surgical, pharmaceutical, and hospitalization expenses abroad and Advance of medical expenses	According to chosen packages : €30,000 per person, maximum of €150,000 per event €50,000 per person, maximum of €250,000 per event €70,000 per person, maximum of €350,000 per event
Excess per medical expenses claim	€0
Emergency dental care	€150
Transport of the corpse in the event of death <ul style="list-style-type: none"> <li>• Repatriation of the body</li> <li>• Funeral expenses necessary for the transport</li> <li>• Return of family members or of an insured accompanier</li> <li>• Death formalities</li> </ul>	Actual costs €2,000 Ticket Tick for a member of the family + hotel expenses of €80 per day, for a maximum of 2 nights
Early return	Ticket
Payment of search or rescue expenses (in the mountains, on marked ski runs or paths ("pistes") only)	€4,000 per person €8,000 per event
Return of children aged under 15 years	Ticket
Sickness or accident of one of your children of minor age or disabled	Transport expenses
Advance of funds abroad	€1,500
Forwarding messages abroad	Actual costs
Continuation of your business assignment	Transport expenses
Legal assistance abroad <ul style="list-style-type: none"> <li>• Payment of fees</li> <li>• Advance of bail bond</li> </ul>	€1,500 €7,500



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## COVER

## AMOUNTS

### CIVIL LIABILITY

Bodily injury, property damage and consequential losses	€4,500,000
Only material and consequential losses	€75,000
Excess per claim file	€100

## COVER STARTS

Assistance: on the scheduled day of departure – at the place to report to indicated by the organizer

For other cover: on the scheduled day of departure – at the place to report to that is indicated by the organizer

## EXPIRY OF THE COVER

Assistance: on the scheduled day of return (at the place where the group disperses)

For other cover: on the scheduled day of return (at the place where the group disperses)



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## HOW TO CONTACT OUR EMERGENCY ASSISTANCE DEPARTMENT ?

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

### RAPATRIATION, EARLY RETURN, MEDICAL EXPENSES

Please make sure you have the following information at hand when you call:

- the name of the contract for which you are a beneficiary
- you first name and surname
- your home address
- the country and town or place in which the insured person is located,
- the exact address (n°, street, hotel, etc.)
- the telephone number at which the insured person can be contacted.
- Your policy number IB1800340FRFO1

**24/7 assistance center**



**Phone : 00 34 915 140 053**



**E-mail : [claimscapimpat@roleurop.com](mailto:claimscapimpat@roleurop.com)**

**EUROP ASSISTANCE  
Service Indemnisations GCC  
P.O. Box 36364 – 28020 Madrid – Spain**

### CIVIL LIABILITY

Please indicate :

- Your name and surname
- The policy number: IB1800340FRFO1
- A sworn statement (Affidavit) including a thoroughly description of the circumstances and consequences of the event.
- Any notices, summonses, writs, extrajudicial acts or case files related to the event.
- Inform us about any proceedings or inquiries you can be submitted to.

**Make a claim online :**



**<http://www.chapkadirect.fr/sinistre>**



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## GENERAL PROVISIONS

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code (Code des Assurances français). These rights and obligations are set forth in the following pages.

### APPENDIX TO ARTICLE A. 112-1

**Advice on exercising your right to a waiver as provided for under article L. 112-10 of the Insurance Code.**

Please check that you do not already have cover insurance for any of the risks covered by the new contract. If that is the case, you have the right to cancel this contract within 14 calendar days of signing it, free of charge and without penalties, provided all the following conditions are met:

- you have taken out this contract for private purposes;
- this contract complements the purchase of goods or a service sold by a supplier;
- you can prove that you already have cover for one of the risks covered by this new contract;
- the contract you wish to cancel has not been fully executed;
- you have not notified any claim covered by this contract.

In which case you may exercise your right to cancel this contract by letter or by any other durable medium sent to the insurer of the new contract, accompanied by documentary evidence that you already have cover for one of the risks covered by the new contract. The insurer is required to refund you for the premium you have paid within 30 days of your cancellation.

«I the undersigned Mr..... ,  
residing at ..... ,  
hereby cancel my contract N°.....  
taken out with ..... ,  
in accordance with article L 112-10 of the French Insurance Code. I solemnly declare that on the date of this letter I am not aware of any claim covered by the contract. »

If you wish to cancel your contract but do not meet all the above conditions, please check the cancellation procedure stipulated in your contract.

## COMMON PROVISIONS TO ALL COVER PACKAGES

### DEFINITIONS

#### UNCERTAIN EVENT OR UNCERTAINTY

An unintentional, unforeseeable, unstoppable, and external event.

#### SUBSCRIBERS

Persons duly insured under the present contract and hereinafter referred to as "you" With regard to the applicability of the statutory period of limitation, "the Subscriber" ("l'Adhérent") should be understood as being referred to when the articles of the French Insurance Code (Code des Assurances Français) refer to "the Insured Person" or to "the Insured Party" ("l'Assuré").

#### INSURER/ASSISTANCE PROVIDER

Europ Assistance, hereinafter referred to as "us", whose registered office is located at:



**EUROP ASSISTANCE  
S.A. IRISH BRANCH**

1 4th Floor, 4-8 Eden Quay  
Dublin 1, D01 N5W8  
IRLANDE

#### TERROR ATTACK / ACTS OF TERRORISM

This means any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously.

Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français)

#### NATURAL DISASTERS

This means abnormal intensity of a natural element not arising from human intervention.

#### INSURANCE CODE

The French Insurance Code (Code des Assurances) is the collection of legislative and regulatory texts that govern the insurance contract.

#### FORFEITURE

Loss of right to Cover for the Loss/Claim in question.

## HOME OR DOMICILE

The term "home" or "domicile" means your place of main and usual residence.

## DROM POM COM

"DROM POM COM territories" are what the DOM TOM territories (French overseas possessions) are now called, since the Constitutional Reform of 17 March 2003 that changed the names and definitions of the DOM TOM territories.

## TRANSPORT FIRM

The term «transport firm» means any company duly approved by the public authorities to carry passengers.

## MEDICAL EXPENSES

Pharmaceutical, surgical, consultation, and hospitalisation expenses that are medically prescribed and necessary for diagnosing and treating an illness.

## EXCESS

Portion of the compensation that remains to be borne by you.

## ASSISTANCE CLAIMS MANAGER



### EUROP ASSISTANCE

Service Indemnisations GCC  
P.O. Box 36364 – 28020 Madrid – SPAIN

## INSURANCE CLAIMS MANAGER



### Chapka Assurances

56 rue Laffitte  
75009 PARIS - FRANCE

## STRIKE

Concerted collective action consisting in the employees of a firm, of an economic sector, or of a professional category ceasing to work in order to give weight to their claims.

## CIVIL WAR

The term «Civil War» means armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or coup d'état, and any application of martial law or border closure ordered by the authorities of the country in question.

## WAR WITH A FOREIGN POWER

A «war with a foreign power» means declared or undeclared armed opposition between one state and another state, as well as any invasion or state of siege.

## HOSPITALISATION

Stay of more than 48 consecutive hours in a public or private hospital or clinic, for an emergency operation, i.e. for an unscheduled operation that cannot be postponed.

## LONG-HAUL:

Rest of the world other than France and Corsica

## ILLNESS/ACCIDENT

A degradation in health established by a medical authority, requiring medical treatment, and absolute interruption of any occupational or other activity.

## MEMBER OF THE FAMILY

'Family member' means any person who can evidence they have a de jure or de facto family tie (kinship) with the Subscriber.

## MEDIUM-HAUL

Geographic Europe (excluding metropolitan France), Morocco, Tunisia and Algeria

## POLLUTION

Degradation of the environment by substances that are not naturally present in the medium in question being discharged into the air, water, or soil.

## USUAL RESIDENCE

The "usual residence" of the Subscriber means their residence for tax purposes.

## (CLAIMABLE) LOSS OR LOSS EVENT OR CLAIM

Event liable to result in application of cover of the contract.

## POLICYHOLDER

The natural or legal person who takes out the insurance contract.

## SUBROGATION

The legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Policyholder in order to bring proceedings against the opposing party).

## TERRITORIALITY

Country other than the country of residence

## THIRD PARTY

Any person other than the Member who is responsible for the damage, injury or loss.

Any Subscriber who is a victim of bodily injury, property damage or consequential loss caused by another Subscriber (the Subscribers are considered to be third parties between themselves).

## WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?

The cover and/or services and benefits taken out under this contract apply throughout the entire world.

## WHAT IS THE TERM OF THE CONTRACT?

The term of validity of the cover matches the duration of the services sold by the travel organizer.

## WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?

We cannot intervene when your cover, service, or benefit claims are consequences of damage, injury, or loss resulting from:

- epidemics, natural disasters, and pollution;
- consequences and/or events resulting from: civil war or war with a foreign power, riots, or civil unrest, pursuant to Article L121-8 of the French Insurance Code;
- consequences and/or events resulting from: a strike;
- consequences and/or events resulting from: a terror attack/act of terrorism;
- the consequences of the voluntary participation by the Subscriber, and people travelling with the Subscriber and insured under this contract, in a crime, offence, riot or strike other than in situations of self-defence;
- deliberate failure to comply with regulations in the country visited;

- improper use of a drug or the use of narcotics that have not been prescribed medically, as judged by a competent medical authority;

- damage resulting from the consumption of alcohol by the Subscriber, and people travelling with the Subscriber and insured under this contract, as well as

the Subscriber's family, characterised by the presence in the blood of a level of pure alcohol equal to or greater than the legal limit permitted for drinking and driving set by the regulations of the country visited;

- accidents/damage and their consequences caused or provoked deliberately by the Subscriber, and people travelling with the Subscriber and insured under

this contract, as well as the Subscriber's family;

- the practice of any sport professionally;

- participation in endurance or speed trials on board any motorised land, water or air engine;

- participation as a competitor in any competition or event organised by a sports federation or association;

- failure to comply with safety rules brought to the attention of the Subscriber, and people travelling with the Subscriber and insured under this contract, as well

as the Subscriber's family, regarding the practice of sports activities;

- the consequences of suicide or attempted suicide of the Subscriber, and the people travelling with the Subscriber and insured under this contract, as well as

the Subscriber's family;

- absence of fortuitous event;

- insured goods and/or activities when the insurer is prohibited from providing an insurance contract or service due to a sanction, restriction or prohibition

provided for by agreements, laws or payments, including any decided by the United Nations Security Council, the Council of the European Union or by any

other applicable national law;

- insured property and/or insured activities when they are subject to any sanctions, restrictions, total or partial embargoes or bans provided for by agreements, laws, or regulations, including those decided by the United Nations Security Council, by the Council of the European Union, or by any other applicable national law. It is understood that this provision only applies if the insurance contract, the insured goods and/or activities fall within the scope of the restrictive sanctions, total or partial embargo or prohibition.

#### HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved.

We each choose an appraiser. If the appraisers do not agree, they refer the matter to a third appraiser, and all three of them operate jointly and by majority vote.

Should one of us fail to appoint an appraiser or should the two appraisers not agree on the choice of a third appraiser, the appointment is made by the Presiding Judge of the Regional Court (Tribunal de Grande Instance), ruling in summary proceedings. Each of the contracting parties bears the cost of the fees of its appraiser, and, where applicable, half the fees of the third appraiser.

#### WITHIN WHAT TIME LIMIT WILL YOU RECEIVE THE COMPENSATION?

The payment will be made within a time limit of 15 days as of the agreement that is made between us, or as of the notification of the enforceable court decision.

#### WHAT PENALTIES ARE APPLICABLE IN THE EVENT YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS?

Any fraud, reticence, or intentional false declaration by you about the circumstances or consequences of a claim shall result in forfeiture of any right to payout or compensation for that loss.

#### MULTIPLE INSURANCE CONTRACTS

Pursuant to the provisions of Article L 121-4 of the French Insurance Code (Code des Assurances), when more than one insurance policy is taken out non-fraudulently for the same risk, each of them produces its effects within the limits of the cover packages of the contract, and in accordance with the provisions of Article L 121-1 of the French Insurance Code. In such a case, the Subscriber should inform all of the insurers.

Within these limits, the Subscriber may use the insurer of its choice. When more than one insurance policy is taken out wilfully or fraudulently, the sanctions stipulated in the French Insurance Code apply (voidance of the contract and damages & interest).

#### WHAT IS THE PROCEDURE FOR EXAMINATION OF COMPLAINTS?

Should you encounter difficulties, you should firstly consult your usual contact at Europ Assistance.

If you are not satisfied with the answer you are given, you may send your complaint by ordinary mail or by email to the following address:



#### EUROP ASSISTANCE

Service Indemnisations GCC

P.O. Box 36364 – 28020 Madrid – SPAIN

claimscapimpat@roleurop.com

Europ Assistance adheres to the Mediation Charter of the Fédération Française des Sociétés d'Assurances (French Federation of Insurance Companies). In the event of persistent and final disagreement, and after exhausting the aforementioned internal referral channels, you may refer the matter to the Mediator of the Fédération Française des Sociétés d'Assurances whose postal contact details are as follows:

BP 290 – 75425 PARIS CEDEX 09,

without prejudice to other courses of legal action.



#### L'Autorité de contrôle prudentiel et de résolution (ACPR)

[the French Prudential Supervisory Authority]

4, place de Budapest

CS 9245975436

Paris Cedex 09 -FRANCE

## INFORMING THE POLICYHOLDER ABOUT THE PROVISIONS OF THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTES-CNIL (French Data Protection Commission)

We inform you that the information collected is processed for the purposes of handling the present application and of commercial relations. Some such processing may be performed by service providers in or outside Europe. Unless you object, your data may also be used by your broker, whose contact details appear in this document, for prospecting purposes for the insurance products that your broker distributes. Pursuant to the French data protection law ("loi informatique et libertés") of 6 January 1978, as amended by the law of 6 August 2004, you are entitled to access, amend, rectify, delete, and object to the data concerning you by sending a written request to your broker.

Under our policy for keeping risks under control and for combating fraud, we reserve the right to make any check of the information, and, if necessary, to refer the matter to the competent Authorities pursuant the applicable regulations.

### SUBROGATION

After paying you compensation, apart from compensation paid out under the Individual Accidents cover, we are subrogated to the rights and actions you may have against the third parties responsible for the loss, as provided for by Article L.121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the compensation that we have paid or of the services that we have provided.

### PERIOD OF LIMITATION FOR ACTIONS DERIVED FROM THE INSURANCE CONTRACT

The provisions relating to the period within which action deriving from the insurance contract may be taken are laid down by Articles L 114-1 to L 114-3 of the French Insurance Code (Code des assurances), these articles being reproduced below:

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

Any action deriving from an insurance contract may be taken only within two years as from the event from which the actions stem.

However, this period begins:

- 1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk run, only from the date on which the Insurer became aware of the said risk;
- 2 In the event of a claim, only from the date on which the interested parties became aware of it, if they prove they were unaware of it hitherto.

When the action by the Insured Person against the Insurer is caused by recourse by a third party, the time limit for action starts running only from the date on which the third party takes legal action against the Insured Person or has received compensation from the Insured Person. The time limit for action is increased to 10 years in life assurance contracts when the beneficiary is a person distinct from the Policyholder, and, in insurance contracts for personal accidents, when the beneficiaries are the assigns of the deceased Insured Person.

For life assurance contracts, and notwithstanding the provisions of point 2 above, the right to action by the beneficiary lapses at the latest 30 years after the death of the Insured Person.

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

The time limit for action may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of appraisers after a loss. Interruption in the time limit for action may also result from a registered letter with acknowledgement of receipt being sent by the Insurer to the Insured Person for obtaining payment of the premium, and by the Insured Person to the Insurer for obtaining payment of compensation.

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

Departing from Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by common accord, either change the length of the time limit for action, or add causes for suspension or interruption thereof.

#### Additional information:

The ordinary causes for interruption of the period of limitation referred to in Article L 114-2 of the French Insurance Code are stated in Articles 2240 to 2246 of the French Civil Code, these articles being reproduced below.

To find out about any updating of the aforementioned provisions, please consult the official website «[www.legifrance.gouv.fr](http://www.legifrance.gouv.fr)».

#### Article 2240 of the French Civil Code:

Recognition by the obligor of the right of the person against whom the obligor could claim inaction within the time limit interrupts the period of limitation.

#### Article 2241 of the French Civil Code:

Instigating legal proceedings, even summary proceedings, interrupts the time limit for action and the time limit beyond which rights lapse.

The same applies when the matter is brought before an incompetent jurisdiction, or when the deed of referral to the jurisdiction is cancelled through procedural irregularity.

#### Article 2242 of the French Civil Code:

Interruption resulting from instigating legal proceedings is effective until the proceedings end.

#### Article 2243 of the French Civil Code:

The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is definitively dismissed.

#### Article 2244 of the French Civil Code:

The period of limitation or the debarment period is also interrupted by protective measures being taken pursuant to the Code des procédures civiles d'exécution (French Code of Civil Enforcement Procedures), or by an enforcement being ordered.

#### Article 2245 of the French Civil Code:

One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all of the others, even against their heirs.

Conversely, one of the heirs of a jointly and severally liable obligor being summoned or notified, or that heir recognising such a right, does not interrupt the period of limitation with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the period of limitation with regard to the other co-obligors only for the share for which that heir is liable. In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligors, the summons or notification needs to be made to all of the heirs of the deceased obligor, or all of the heirs need to recognise the right;

#### Article 2246 of the French Civil Code:

Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor.

### JURISDICTION OF THE COURTS

Any dispute between the Subscriber and the Insurer about the conditions of application of this contract shall be governed by French Law only, and shall be the exclusive competence of the French Courts. However, if the Subscriber is domiciled in the Principality of Monaco, the Monaco Courts shall be the only competent courts for disputes between the parties.



## LANGUAGE USED

The language used for pre-contractual and contractual relations is the French language.

## ANTI-MONEY-LAUNDERING

The checks we are legally bound to perform in respect of the fight against money laundering and the funding of terrorism, in particular on cross-border movements of capital, may require us at any time to ask you for explanations or documentary evidence, even in connection with the purchase of the insured goods. Pursuant to the French Data Protection Law (Loi Informatique et Libertés) of 6 January 1978 as amended by the French Law of 6 August 2004, and pursuant to the French Monetary and Financial Code (Code Monétaire et Financier), you are entitled to access your particulars by sending a letter to the French Data Protection Commission (Commission Nationale de l'Informatique et des Libertés (CNIL)).

## WHAT LIMITATIONS ARE APPLICABLE IN CASES OF FORCE MAJEURE?

We cannot be held liable for not providing insurance in cases of force majeure or further to the following events: civil war or war with a foreign power, well-known political instability, civil unrest, riots, acts of terrorism, reprisals, restriction on free movement of people and of goods, strikes, explosions, natural disasters, and disintegration of atomic nuclei; nor for delays in performing services or benefits when such delays result from the same causes.

## REPATRIATION ASSISTANCE

### TAKING OF EFFECT

Assistance: on the scheduled day of departure – at the place to report to that is indicated by the organiser

### COVER EXPIRES

Assistance: on the scheduled day of return – (at the place from which the group disperses)

If you find yourself in any of the aforementioned situations, and pursuant to the general and supplementary terms of your contract, we provide the described services on receiving a telephone call (reverse charge call accepted from abroad), e-mail, fax or telegram.

In any event, the decision to provide assistance and the choice of the appropriate means belongs exclusively to our doctor (medical examiner), after that doctor has contacted the local doctor, and, possibly, the family of the beneficiary. Only the medical interest of the beneficiary and compliance with the applicable health regulations are taken into consideration when taking the transport decision, choosing the means for such transport, and choosing the place of any hospitalisation.

**Under no circumstances do we act in place of the local emergency services.**

## WHAT DO WE COVER?

### REPATRIATION OR MEDICAL TRANSPORT

If you fall ill or are injured and your state of health requires you to be transferred, we organise and bear the cost of repatriating you to your home or to the hospital closest to your home that is best suited to your state of health.

Depending on the seriousness of the case, the repatriation or the transport takes place under medical supervision, if necessary, by the most appropriate of the following means:

- special medical aircraft,
- regular commercial flight, train, sleeper train, ship, ambulance.

### ACCOMPANIMENT DURING THE REPATRIATION OR MEDICAL TRANSPORT

If you are transported under the above conditions, we organise and bear the additional costs of transporting members of your family who are insured or a person who is insured under the present contract and who is/are accompanying you, if the tickets purchased for their return cannot be used due to you being repatriated.

### PRESENCE IN THE EVENT OF HOSPITALISATION

If you are hospitalised and your state of health prevents you from being repatriated before 7 days have elapsed, we organise and bear the costs of transporting a member of your family or a designated person who was not travelling with you and is in your home country in order for them to visit you.

We also bear the costs of hotel accommodation for that person up to the amount indicated in the table of the amounts of cover.

### EXTENDED HOTEL STAY

If your state of health does not justify hospitalisation or medical transport, and if you cannot make the homeward journey on the initially scheduled date, we bear your additional hotel stay costs and those of the members of your family who are insured or of a person who is insured under the present contract and who is/are accompanying you, up to the amount indicated in the table of the amounts of cover.

As soon as your state of health permits, we organise and bear the additional costs of transporting you and, where applicable, the members of your family who are insured persons or a person who is an insured person and who has/have remained with you, if the tickets purchased for your and their return to your home country cannot be used due to that event.

### HOTEL EXPENSES

We reimburse their hotel expenses to a person accompanying you, up to the limit of the sum indicated in the table of the amounts of cover, under the following circumstances:

- You are hospitalised in a city different from the city indicated on your enrolment form.
- You die and one of your companions wishes to remain with the body for the time it takes to accomplish the administrative formalities.

### ADDITIONAL REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL, AND HOSPITALIZATION EXPENSES ABROAD

After reimbursement by Social Security or by any other welfare or health insurance body, we reimburse the expenses that remain to be borne by you up to the amount stated in the schedule of cover.

In the event that Social Security does not reimburse any part of those expenses, we cover you from the first euro up to the amount stated in the schedule of cover.

We also, under the same conditions, bear the costs of minor dental treatment up to the amount stated in the schedule of cover.

An excess indicated in the schedule of cover is deducted per event and per subscriber (except for dental treatment).



## TRANSPORT OF THE CORPSE IN THE EVENT OF DEATH

We organize and bear the cost of transporting the body from the place at which it is placed in the coffin, in Metropolitan France or abroad, to the place of burial outside of France.

We also bear the costs of the ancillary expenses necessary for the transport, including the cost of the coffin, and enabling the transport to take place, up to the amount stated in the schedule of cover.

The costs for the ceremony, ancillaries, burial, or cremation in your home country remain incumbent on the families.

We organise and bear the additional costs of transporting members of your family who are insured or a person who is insured under the present contract and who is/are accompanying you, if the tickets purchased for their return cannot be used due to this repatriation.

## EARLY RETURN

Should you have to interrupt your trip early under any of the circumstances listed below, we bear the additional costs of transporting you and the members of your family who are insured or a person who is insured under the present contract and who is/are accompanying you, if the tickets purchased for your and their return cannot be used due to this event.

We intervene under the following circumstances:

- serious illness, serious accident leading to hospitalisation or death of a member of your family, of the person replacing you at work, of the person looking after your children who are minors or a disabled person living under your roof, of the legal guardian, or of a person usually living under your roof
- serious property damage making it absolutely necessary for you to be present and affecting your home or your business premises following a burglary, a fire, or water damage

## PAYMENT OF SEARCH OR RESCUE EXPENSES

We bear, up to the amount indicated in the table of the amounts of cover, the costs of sea or mountain search and rescue following an event endangering your life.

Only the expenses invoiced by a company duly approved for such activities may be reimbursed.

## RETURN OF CHILDREN AGED UNDER 15 YEARS

If you are sick or injured and if nobody can take care of your children who are aged under 15 who are with you, we organise and bear the costs of the Outward and Homeward journeys for a person of your choice or for one of our hostesses to take them back to your home or to the home of a member of your family in your home country

## SENDING OUT MEDICINES ABROAD

We take all steps to look for and to send out medicines essential to continuing a medical treatment in progress that has been prescribed by a doctor, in the event that you no longer have those medicines with you, following an unforeseeable event, and that it is impossible for you to procure them locally or to obtain equivalents thereof.

The cost of the medicines remains borne by you under all circumstances.

## ADVANCE OF MEDICAL EXPENSES

If you are outside your country of residence and are unable to pay your medical expenses during hospitalisation due to an illness or to an accident during the period of cover, on

request we advance the amount of such expenses up to the limits of our commitments. You will be asked to sign a letter of undertaking at your place of stay. This cover ceases as from the day on which we are able to repatriate you, or the day on which you are repatriated to your country of origin. You undertake to pay the sums advanced back to us as soon as possible, and within a maximum time limit of 30 days, and as soon as you or your family receives the reimbursement from Social Security or from any other welfare body.

## ADVANCE OF FUNDS ABROAD

Following theft or loss of your means of payment (credit card, chequebook, etc.) or of your initial transport ticket, we grant you an advance of funds, up to the amounts indicated in the table of the amounts of cover, in exchange for prior payment by a third party of an equivalent sum to our headquarters or to one of our correspondents abroad.

## FORWARDING MESSAGES

We forward any messages intended for you when you cannot be reached directly, e.g. in the event of hospitalisation.

Similarly, on being called by a member of your family, we can pass on to them any message that you might have left for them.

## CONTINUATION OF YOUR ASSIGNMENT

Should your journey end unexpectedly (see Early return), if you are repatriated (See Repatriation or medical transport) or if you re hospitalised abroad (see Presence in case of hospitalisation), we bear your additional transport costs to continue your assignment, within the limits provided for on the schedule of cover.

## YOU NEED LEGAL AID ABROAD

### a) Payment of fees

Up to the amount stated in the schedule of cover, we bear the cost of the fees of legal representatives whose services you use, if proceedings are being taken against you for unintentionally breaching the legislation of the foreign country in which you find yourself.

### b) Advance of bail bond

If, in the event of unintentional breaches of the law of the country in which you find yourself, you are required by the authorities to pay bail, we advance such bail up to the amount stated in the table of the amounts of cover.

That advance must be repaid within one month of the request for repayment we send you.

If the bail bond is repaid within that time limit by the authorities of the country, we must immediately be reimbursed.

## Assistance in the event of loss, theft or destruction of papers (identity papers or transport tickets)

During the trip, if you lose your papers, have your papers stolen, or your papers are destroyed: we advise you about the formalities to accomplish (declaring the event/filing a complaint, renewing the papers, booking a new ticket, etc.).

No cover will be granted for the expenses incurred.

## WHAT ARE THE EXCLUSIONS SPECIFIC TO PERSONAL ASSISTANCE?

Under no circumstances may we act in place of the local emergency services.

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES? We do not cover:

- convalescence and illness or accidents that are being treated and that are not consolidated at the date of the start of the trip;
- pre-existing illnesses diagnosed and/or treated and that have required hospitalisation within the six months prior to the request for assistance;
- trips taken for diagnosis and/or treatment purposes;
- pregnancies except when unforeseeable complications occur, and in any event pregnancies as from the 32nd week of pregnancy;
- conditions resulting from absorbing alcohol, using drugs, narcotics and similar products not medically prescribed;
- the consequences of attempted suicide;
- For the cover for medical, surgical, pharmaceutical, and hospitalisation expenses abroad:
  - costs further to an accident or medically corroborated illness before the cover takes effect, unless an established and unforeseeable complication occurs,
  - the costs of treating a medically corroborated pathological, physiological, or physical condition before the cover takes effect, unless an established and unforeseeable complication occurs,
  - the costs of internal prostheses or aids, be they optical, dental, acoustic, functional, aesthetic or of other types, the costs incurred in Metropolitan France and in French Overseas Departments and Territories, regardless of whether or not they result from an accident or illness occurring in France or abroad,
  - spa and rest home expenses, and physiotherapy expenses,
  - expenses incurred without our prior approval,;
  - the consequences of wilfully breaching the regulations of the countries visited, or of engaging in activities prohibited by the authorities of those countries.

### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

For any request for assistance, you should contact us, 24 hours a day and seven days a week:

- By telephone : 00 34 915 140 053
- By email: [claimscapimpat@roleurop.com](mailto:claimscapimpat@roleurop.com)

and obtain our prior approval for any expenses, including medical expenses.

For any request for a refund, send us the duly filled-in claim form along with the documents supporting your refund claim.

When we have organized your transport or your repatriation, you must hand over to us the initial tickets, since those tickets then become our property.

### TAKING OF EFFECT

Civil liability on the scheduled day of departure – at the place to report to that is indicated by the organiser

### COVER EXPIRES

Civil liability: on the scheduled day of return – (at the place from which the group disperses)

### WHAT DO WE COVER?

We cover the financial consequences of the civil liability that you might incur due firstly to bodily injury and/or property damage, and secondly to consequential losses that are the consequence of such property damage or bodily injury, caused accidentally to any person other than a Subscriber or than a member of your family, through your doing or through the doing of people, property or animals in your custody, up to the amount minus any excess indicated in the schedule of cover.

### WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES? Our cover does not apply to:

- damage, injury, or loss that you caused wilfully;
- damage, injury, or loss resulting from the use of motor vehicles, or of sail and motor boats, and of aircraft, and of weapons;
- damage, injury, or loss resulting from any occupational activity;
- consequences of any property and/or bodily loss events affecting you personally and the members of your family or any other person having the capacity of Subscriber under the present contract;
- consequential losses except when they are directly consequent upon covered accidental property damage and/or bodily injury;
- damage, injury or loss resulting from doing air sports or hunting/shooting;
- damage, injury or loss caused by buildings or by parts of buildings of which the insured person is owner, tenant, or occupant;
- damage, injury, and loss consequent upon fire, explosions, implosions and water damage ;
- damage to animals or property owned, leased, loaned or entrusted to the Subscriber ;

### WHAT ARE THE LIMITATIONS ON OUR COVER?

#### SETTLEMENT - ACKNOWLEDGEMENT OF LIABILITY

You should not accept any liability, or any settlement without our prior written approval.

However, mere acknowledgement of the existence of certain events is not considered as being an acknowledgement of liability, no more than is the mere fact of having procured

urgent aid for a victim, when such an act is an act of assistance that any person is morally bound to accomplish.

You should inform us within 5 business days, except in cases of force majeure or of acts of God, of any event that might entail you incurring civil liability; if this time limit is not complied with and if, as a result, we suffer harm, you run the risk of forfeiting your cover.

#### PROCEEDINGS

In the event that legal action is taken against you, we handle your defence and the trial for the facts/offences and damage, injury or loss lying within the ambit of the cover of the present contract.

However, you may associate yourself with our action whenever you can justify it is in your own interest and not covered by the present contract.

The mere fact that we can handle your defence by way of a protective measure may not be interpreted per se as being an acknowledgement that the cover is applicable, and in no way implies that we agree to bear the costs of the damaging consequences of events that are not expressly covered by the present contract.

Even if you default on your post-loss obligations, we are bound to pay compensation to the people with respect to whom you are liable. However, in such a case, we retain the right to take action against you for obtaining reimbursement for any sums that we might have paid or set aside in your stead.

#### RECOURSE

As regards channels for recourse:

- before civil, commercial, or administrative jurisdictions, we are free to exercise recourse within the ambit of the cover of the present contract;
- before criminal jurisdictions, recourse may be exercised only with your consent;
- if the dispute before a criminal jurisdiction no longer concerns anything other than civil interests, the refusal to give your consent for using the recourse channel being envisaged entitles us to claim from you compensation equal to the resulting harm for us.

#### LAWSUIT COSTS

We bear the lawsuit costs, discharge costs and other settlement costs. However, if you are ordered to pay an amount greater than the amount of the cover, each of us shall bear those costs in proportion to our respective part in the conviction.

You should send us your claim notification to:



#### Chapka Assurance

56 rue Laffitte

75009 Paris - FRANCE

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



#### 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