



## **INSURANCES :**

Cap Rando is covered for its professional civil liability: GENERALI contract n ° AL974010.

To book a Cap Rando trip, you must be covered by an individual civil liability insurance covering your activity, individual accident, assistance, repatriation, and possibly cancellation (strongly recommended so as not to lose your payment in the event of an unforeseen event registered in your cancellation insurance contract).

We offer to Europe Union, Switzerland, Liechtenstein, Norway residents: the "Cap Security" insurance from Chapka Insurances. This covers you for cancellation, interruption of stay, individual accident, 24-hour assistance, medical costs abroad, baggage insurance, civil liability.

You can also only subscribe only a cancellation insurance if you have an insurance covering other risks. See prices and details of guarantees on the following pages.

For other citizens, if you pay by credit card, you may be covered: check your card insurance contact.

## **CAP RANDO CANCELLATION FEES:**

See: <https://www.horsebackridingvacations.eu/links/cancelation-policy.html>

## **CHAPKA CAP "SECURITY" INSURANCE:**

See next pages.

## REDUCTIONS : - 15% ON THE TOTAL PRICE

- Stay duration: 60 days max,
- Countries : all the world,
- 9 person maximum,
- No age limit,
- Cancellation insurance must be taken out when purchasing the stay,
- Inability to take out CAP insurance Cancellation, or the CAP Sécurité cancellation guarantee, less than 10 days before departure.

\*Tribu : from 3 to 9 people registered on the same contract.

\*\*Only the cancellation guarantee is acquired



## Prices

TRAVEL TOTAL PRICE / PERSON	PRICE / PERSON ASSISTANCE + CANCELLATION	PRICE / PERSON CANCELLATION ONLY
0 - 300€	24 €	18 €
301 - 600€	34 €	22 €
601 - 900€	47 €	30 €
901 - 1300€	58 €	39 €
1301 - 1600€	79 €	52 €
1601 - 2500€	96 €	70 €
2501 - 3500€	122 €	82 €
3501 - 4500€	164 €	108 €
4501 - 6000€	205 €	124 €
6001 - 8000€	272 €	174 €
Impossible departure option	+ 17 €	-
Price change option	+ 26 €	-
Natural Disaster & Attack Option	+ 14 €	+ 14 €



# GENERAL CONDITIONS

CAP SÉCURITÉ

CONVENTION AXA ASSISTANCE N°2243703

MULTI-RISK - IMPOSSIBLE DEPARTURE - PRICES REVISION



## SUMMARY

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# WHAT TO DO IN THE EVENT OF A CLAIM?

## CAP SÉCURITÉ

CONVENTION AXA ASSISTANCE N°2243703 - MULTI-RISK - IMPOSSIBLE DEPARTURE - PRICES REVISION

### HOW TO DEAL WITH AN EMERGENCY?

#### HOSPITALIZATION, EARLY RETURN, MEDICAL EXPENSES, REPATRIATION-ASSISTANCE...

Call immediately our assistance teams as soon as possible.

Indicate:

- Your contract number regarding N°2243703
- The assistance nature needed
- Your firstname/name,
- Your phone number

Call our assistance 24/7 au:

**+33 (0)1 70 79 07 69**

### OTHERS GUARANTEE

#### BAGGAGE, CIVIL LIABILITY, CANCELLATION, INDIVIDUAL ACCIDENTS, DELAYED FLIGHT, IMPOSSIBLE DEPARTURE...

Make a claim within 5 days

In all cases you must communicate to us:

- Your name, first name and address
- Convention number n°2243703

Accompanied by the documents corresponding to the list of supporting documents according to the type of guarantee specified on page 2.

Make a claim online:

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

For more information, you can contact us at: +33 (0) 1 74 85 50 50



# LIST OF SUPPORTING DOCUMENTS BY GUARANTEE

## CAP SÉCURITÉ

CONVENTION AXA ASSISTANCE N°2243703 - MULTI-RISK - IMPOSSIBLE DEPARTURE - PRICES REVISION



### SUPPORTING DOCUMENTS IN THE EVENT OF MEDICAL EXPENSES

Make the advance payment of the expenses after obtaining the agreement of Axa, then send your receipts to the social security and your mutual insurance company. Then send to Axa:

- Paid invoices for medical expenses
- Social security and mutual insurance statements
- The medical report
- In the event of hospitalization:
  - Hospitalization report
  - Date, causes and circumstances of the loss



### SUPPORTING DOCUMENTS FOR TRIP CANCELLATION

In the case of a trip cancellation, you must immediately, and as soon as you are aware of the event stopping you from leaving, cancel your stay with the travel agency. Then make your claim online within 5 working days by communicate:

- Precise reason for the cancellation (illness, accident, etc.) and supporting documents relating to the event
- The Travel booking certificate
- The invoice for the travel cancellation
- Terms and conditions of the trip



### SUPPORTING DOCUMENTS IN THE EVENT OF LUGGAGE DAMAGE

- Date, causes and circumstances of the loss
- The Nominative invoices of your personal belongings
- In the case of a theft, the complaint receipt made to the competent authorities established within 48 hours following the knowledge of the event
- In the case of a partial or total destruction, the report established by the person who caused the loss
- In case of loss during transport, the airline's report
- If a reimbursement has been obtained from the airline company, the copy of the refund



### SUPPORTING DOCUMENTS IN THE EVENT OF BAGGAGE DELAY

- Original invoices for your expenses of primary necessity
- The delay report established by the airline company
- The delivery certificate established by the airline



### SUPPORTING DOCUMENTS IN THE EVENT OF INTERRUPTION OF STAY

- Specific reason for the interruption of your stay
- Name and file number of the assistance provider
- The detailed invoice of the stay showing the land services (hotel, tours, etc.)



### SUPPORTING DOCUMENTS IN THE EVENT OF A LIBERTY LOSS

- A declaration of honor mentioning the nature, circumstances and consequences
- Any correspondences, writings, summons, legal pleas relating to the loss
- Notify as well of any lawsuits, investigations of which the Insured may be the object in relation with the reported claim



# TABLE OF BENEFITS

## CAP SÉCURITÉ

CONVENTION AXA ASSISTANCE N°2243703  
MULTI-RISK - IMPOSSIBLE DEPARTURE - PRICES REVISION

COVERAGE	LIMITS AND DEDUCTIBLE
<b>TRIP CANCELLATION INSURANCE</b>	
Cancellation insurance	Maximum per person: €8,000 Maximum per event: €40,000
Deductible	Events: <ul style="list-style-type: none"> <li>· In paragraphs 1 and 2: an excess of €50 per Insured Person is applicable</li> <li>· In paragraphs 3 to 27: an excess of €75 per Insured Person is applicable</li> <li>· EVENTS IN ALL CASES JUSTIFIED: an excess of 20% with a minimum of €75 per Insured Person is applicable</li> </ul>
<b>"MISSED FLIGHT" "DELAYED FLIGHT"</b>	
Missed flight	50% of the initial amount of your package (transport and land services) 80% of the initial amount of flight only (transport service only)
Delayed flight <ul style="list-style-type: none"> <li>· Regular flight at least 3H delay</li> <li>· Charter flight at least 6H delay</li> </ul>	€31 maximum per person/per hour of lateness maximum per person: €155 maximum per event: €744
<b>IMPOSSIBLE RETURN</b>	
Impossible Return due to transport disruption (Extension of stay or additional transportation costs)	Maximum €1,000 per person Or €200 /night / person – max 5 days

COVERAGE	LIMITS AND DEDUCTIBLE
<b>ASSISTANCE / REPATRIATION</b>	
Medical repatriation	Actual costs
Dispatch of doctor to site	Actual costs
Immobilization on site	€100 per day and maximum 10 days
Prolongation of stay on site	€100 per day and maximum 10 days
Return to domicile or continuation of trip after recovery	Return ticket Additional costs of transport
Visit of close family member/friend and hotel charges	Roundtrip ticket €100 per day and maximum 10 days
Repatriation in the event of death	Actual costs Coverage of coffin costs €2,300
Accompaniment of deceased Hotel charges	Roundtrip ticket €100 per day and maximum 4 days
Return of minor children who are beneficiaries person Lodging for accompanying person	Roundtrip ticket for the accompanying person €100 per day and maximum 4 days
Return of beneficiaries	Return ticket
Replacement driver	Actual costs
Psychological assistance	3 sessions per person and per event
<b>TRAVELER ASSISTANCE</b>	
Medical information and advice 24 hours/day	Actual costs
Early return	Return ticket or roundtrip ticket
Sending of medications abroad	Actual costs
Transmission of urgent messages	Actual costs
Minors left at domicile	Organization and cost of transport in ambulance
Deferred repatriation of domestic animal to domicile	Repatriation of animal to domicile or Actual costs Availability of transport ticket Roundtrip ticket
Organization of service	Not indemnified
Loss or theft of identity documents: - On a trip - Upon your return	Actual costs Advice and help with administrative procedures
<b>MEDICAL EXPENSES ABROAD</b>	
Asia, Australia, Canada, USA, New Zealand	€152,450 maximum per person
Rest of the world	€76,225 per person
Urgent dental care	€300
Deductible	€30 per claim

COVERAGE	LIMITS AND DEDUCTIBLE
<b>EXPENSES FOR SEARCH AND RESCUE</b>	
Expenses for search and rescue	€2,000 maximum per person (maximum €23,000 per event)
<b>LEGAL ASSISTANCE</b>	
Advance of bail bond abroad	Maximum €15,245
Lawyer's fees abroad	Maximum €3,049
<b>BAGGAGE INSURANCE</b>	
	Maximum per person €2,000 €10,000 maximum per event
Precious objects and values	Limited to 50% of the insured amount
Deductible	€30 per claim
Delayed delivery of baggage	€152 maximum/person, maximum €762/event
<b>INTERRUPTION OF STAY</b>	
Services not used	€7,000 per person, €29,000 per event
Compensatory travel	Same value as initial trip
<b>CIVIL LIABILITY ABROAD</b>	
<b>Private Civil Liability Insurance</b>	
Bodily harm, property damage and consecutive consequential losses combined	€4,500,000 per claim
Bodily harm other than that occurring in the USA Canada	€4,500,000 per claim
Bodily harm occurring in the USA Canada	€1,000,000 per claim
Property damage and consecutive consequential losses	€45,000 per claim with deductible of €150
<b>Tenant Civil Liability</b>	
Property damage and consecutive consequential losses combined caused to movable and immovable property covered by the rental contract	€500,000 per claim with deductible of €500
Including damage caused to the property listed in the Inventory attached to the rental contract	€10,000 per claim with deductible of €500
Defence and recourse	€20,000 per dispute with threshold of intervention at €380
<b>ACCIDENT INSURANCE CAPITAL</b>	
DB and PD (Person older than age 16 and younger than age 70)	€20,000 per person
DB and PD (Person younger than age 16 and older than age 70)	€8,000 per person

COVERAGE	LIMITS AND DEDUCTIBLE
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### ASSISTANCE AT THE DOMICILE IN FRANCE AFTER REPATRIATION

Medication delivery at domicile	Delivery costs - 1 intervention/event
Household assistance at domicile of insured in France after repatriation	Maximum 20 hours over 15 days
Home health aide at domicile of insured in France after repatriation	20 hours maximum
Childcare at domicile of insured in France after repatriation	20 hours maximum or roundtrip ticket

### ASSISTANCE WITH YOUR HOME

Dispatch of a locksmith	Expense for visit €153 maximum Expense to make new keys €153 maximum
Lodging after incident at domicile	€100 per day maximum 5 days

### OPTION IMPOSSIBLE DEPARTURE

Departure impossible in case of perturbation of transport departure:

Missed connection	Maximum €1,000 per person
International trip cancelled by the transporter: Trip Cancellation	Maximum €2,000 per person with the expenses for excursions being limited to €250
Modification of the date of your trip	Maximum €200 per person

### OPTION REVISION OF PRICES

Fuel surcharge and increase in airport taxes	To limit of €150 per insured maximum €750 per event
Threshold of intervention	Average distance: €20 per person Long distance: €30 per person

### OPTION ATTACK & NATURAL DISASTER CANCELLATION

Cancellation for ATTACK, RIOT, ACT OF TERRORISM & NATURAL DISASTER at your place of stay	Maximum €8,000 per person Maximum €40,000 per event  Deductible 20% of the amount of the claim with a minimum of €75 per person
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ORIAS N°07 001 560  
Simplified joint-stock company with a capital of 46 027 140 euros  
Paris Trade and Companies Register N°: 414 572 248  
European Union VAT N°: FR 22 414 572 248  
Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.



# GENERAL CONDITIONS

## CAP SÉCURITÉ

CONVENTION AXA ASSISTANCE N°2243703  
MULTI-RISK - IMPOSSIBLE DEPARTURE - PRICES REVISION

## GENERAL PROVISIONS OF INSURANCE AND ASSISTANCE

### WHAT SHOULD YOU DO WHEN YOU NEED US ?

#### (1) PRIOR APPROVAL

You must obtain our prior approval before undertaking any action and/or incurring any expense.

This prior approval is materialized by the communication of a case number that will permit you to benefit from the guarantees of the present convention and to claim reimbursement of the expenses that you have incurred.

#### (2) APPLICATION OF THE GUARANTEES

- We intervene within the framework set by national and international laws and regulations;
- You must conform to the solutions that we recommend;
- We reserve the right, before any intervention of our services, to verify the reality of the covered event and the admissibility of the request that you have expressed.

#### (3) PROCEDURE OF INTERVENTION

In case of an urgent event requiring our intervention, the request must be sent directly:



#### AXA ASSISTANCE ATI FRANCE

C/Tarragona n°161,  
08014 Barcelona - Spain

By Phone: +33 170 79 07 69

#### (4) AVAILABILITY OF TRANSPORT TICKETS

If we organize and assume responsibility for a transport ticket within the framework of the present convention, you agree:

- To either use your transport ticket that was initially planned;
- Or to repay us the reimbursement that you have obtained from the trip organizer which issued this transport ticket.

Repatriations that we organize and for which we take responsibility are done:

- Either in an airplane in economy seating;
- Or in a train in first class seating.

#### (5) EXPENSES FOR LODGING

Expenses for lodging assumed within the framework of the present convention must obligatorily be reflected in a bill issued by the hotel establishment.

No other lodging solution may result in any compensation.

#### (6) PROCEDURE OF REIMBURSEMENT OF EXPENSES THAT YOU HAVE INCURRED FOR THE GUARANTEES OF ASSISTANCE

Reimbursement of the expenses that you have incurred may only be made upon presentation of the original supporting documentation accompanied by the case number manifesting our prior approval.

Your letter must be sent to:



#### AXA ASSISTANCE ATI FRANCE

C/Tarragona n°161,  
08014 Barcelona - Spain

## (7) FOR THE AVAILABILITY OF AN ADVANCE

If, during your travel abroad, you ask us to provide you with an advance of funds as specified under the guarantees of the present convention, we are able to proceed in the following manner:

- By either directly paying the costs incurred,
- Or by making the amount of the advance available in local currency.

**The advance is done for the amount of the actual expenses, to the limit of the amount indicated in the special conditions.**

In order to preserve our future rights, we reserve the right to request any advance guarantee of an equivalent amount beforehand debiting your bank card.

If your account linked to your bank card has not been debited by our services for the amount of the advance that you received, you have a period of 30 days (timeframe increased to 60 days for reimbursement of the advance granted under the "medical expenses abroad" guarantee) to reimburse us the amounts due.

**Beyond this timeframe, we reserve the right to undertake all useful recovery procedures and to increase the amount claimed by the legal interest rate in effect.**

## FOR THE INSURANCE GUARANTEES

### PROCEDURE OF DECLARATION OF INCIDENT FOR INSURANCE GUARANTEES

Under penalty of forfeiture, unless in the case of unforeseen circumstances or force majeure, you must notify our Service Gestion Assurances voyage and file your declaration of incident accompanied by all supporting documents **in the 5 business days following the end date of your trip.**

**For the "assurance annulations" (cancellation insurance) guarantee, you or your beneficiaries must notify your travel agency about your cancellation as soon as the covered event preventing your departure occurs, and notify us within 5 business days following declaration of your cancellation to your travel agency.**

You may contact us:



**AON FRANCE /  
CHAPKA ASSURANCES**  
Gestion Sinistres

31-35 rue de la Fédération  
75015 Paris - France

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

By Phone: +33 1 74 85 50 50

- Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.
- Any declaration that does not conform to the provisions specified in the insurance guarantees results in the forfeiture of any right to reimbursement.
- If necessary, the case manager reserves the right to subject you, at his expense, to a medical assessment. This request is sent by registered letter with confirmation of receipt.
- **We reserve the option, if necessary, of requesting additional items.**

## GENERAL INFORMATION ON ASSISTANCE AND INSURANCE

### ARTICLE 1. PURPOSE

The present conventions regarding insurance and travel assistance, composed of and governed by the special conditions, the terms and conditions and the information stated in the particular conditions serve to guarantee, within the defined limits and conditions, the insured for and during his travel.

### ARTICLE 2. SUBSCRIPTION

The subscription must be done on the day of signing up for the trip or, at the latest, the day before the first day of application of the penalties specified in the scale of the trip organizer.

### ARTICLE 3. DEFINITIONS

#### 3.1 ABOUT US

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

#### 3.2 ACT OF TERRORISM

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### 3.3 PARTICULAR CONDITIONS

Document duly completed and signed by the insured on which appear the last and first names, address, travel dates, country of destination, period of guarantee, price of the trip including tax, option chosen, the date of establishment of this document and the amount of the corresponding insurance premium.

In case of an incident, only subscriptions for which the premium has been paid are honoured.

The family price applies for the ascendants and descendants signed up under the same particular conditions and having paid the insurance premium (4 persons minimum).

#### 3.4 BENEFICIARY / INSURED

Natural person, designated hereafter by the term "you", declared by name in the particular conditions and having paid his insurance premium.

### 3.5 FAMILY MEMBERS

Your legal or common-law spouse or any person bound to you by a Pacs (civil solidarity pact), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces or those of your spouse.

They must be domiciled in the same country as you unless there is a contractual stipulation to the contrary.

**For the "Assurance Annulation de voyage" (trip cancellation insurance) guarantee, only family members listed for causal event 1 may be covered by the guarantee.**

### 3.6 CLOSE FAMILY/FRIEND

Any natural person whom you designate or one of your beneficiaries. This person must be domiciled in the same country as you.

### 3.7 DOMICILE

Your principal and usual place of residence.

It is located in France, in another country of the European Union, in Switzerland, in Liechtenstein or in Norway.

### 3.8 FRANCE

Continental France, the Principality of Andorra or Monaco and the Overseas Departments.

### 3.9 ABROAD

Any country outside of the country of your domicile.

For the insurance guarantee for medical expenses abroad, the Overseas Territories are assimilated to being abroad when your domicile is located in France.

### 3.10 TRIP

Stay/package, cruise, ticket for transport (including flight only) reserved with the trip organizer and for which the dates, the destination and the cost appear in the particular conditions.

### 3.11 TERRITORIALITY

The guarantees are granted all over the entire world, with the exception of any country which The French ministry of foreign affairs or the World Health Organisation, has restricted travel

### 3.12 ACCIDENT WITH SERIOUS BODILY HARM

Serious change in health resulting from a sudden action involving an external cause that was unintentional on the part of the victim, observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

### 3.13 SERIOUS ILLNESS

Sudden and unforeseeable change in health observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person and involving the cessation of any professional or other activities (including COVID-19).

### 3.14 SERIOUS BODILY HARM

Accident or illness that is unforeseeable, whose nature could lead to, in very short order, significant aggravation of the condition of the victim if adequate care is not administered quickly.

Accident refers to: Serious alteration of health caused by an external event that was sudden, unforeseeable, violent and independent of the will of the victim.

Illness refers to: Sudden and unforeseeable alteration of health observed by a competent medical authority.

### 3.15 MEDICAL TEAM

Structure adapted to each particular case and defined by our medical assessor.

### 3.16 MEDICAL AUTHORITY

Any person holding a valid diploma in medicine or surgery in the country where the causal event occurs.

### 3.17 HOSPITALIZATION

Unforeseen stay, lasting more than 24 hours, in a public or private care establishment, prescribed medically, for medical or surgical treatment following serious bodily harm.

### 3.18 IMMOBILIZATION AT THE DOMICILE

Obligation to remain at home following serious bodily harm, upon doctor's orders and for a duration of more than 5 days.

### 3.19 SERIOUS PROPERTY DAMAGE AT HOME, BUSINESS PREMISES, AGRICULTURAL OPERATION

Premises that have become materially damaged and uninhabitable, including in case of natural disaster within the framework of the provisions resulting from Law no. 86-600 of 13th July 1986 relative to the indemnification of victims of natural disasters.

### 3.20 NATURAL DISASTERS

Flood, earthquake, tsunami, avalanche landslide, hurricane, storm, tornado, fire and volcanic activity caused by any naturally occurring event, excluding any event caused as a direct result of human and/or malicious intervention.

### **3.21 PUBLIC TRANSPORT OF TRAVELERS**

Service issuing transport tickets for a fee, remitted by a certified agent or by a travel organizer whose hours, availability and prices are announced publicly.

### **3.22 DOMESTIC ANIMALS**

Family pets (dogs and cats only and 2 at most) usually living at your domicile and whose vaccinations are up-to-date in conformity with regulations in effect.

Dogs of the 1st and 2nd categories are not covered.

### **3.23 DEDUCTIBLE**

Fixed amount stated in the table of special conditions based on the formulas retained and remaining the responsibility of the insured in case of indemnification occurring following an incident. The deductible may also be expressed in days, hours or as a percentage.

### **3.24 MAXIMUM PER EVENT**

In case the guarantee is exercised in favour of several insured victims for the same event and appearing in the same particular conditions, the guarantee of the insurer is, in any event, limited to the maximum amount specified for this guarantee regardless of the number of victims. Afterwards, the indemnities are reduced and settled in proportion to the number of victims.

### **3.25 CAUSAL EVENTS**

Serious bodily harm, death or any event justifying our intervention as stipulated in the guarantees of assistance and assurance.

### **3.26. QUARANTINE**

Temporary isolation for a fixed period imposed on persons by local health authorities to prevent any spread of an infectious illness.

### **3.27. LOCKDOWN**

Lockdown means isolating at home or at the location where You are staying with all non-essential travel prohibited by local and/or government authorities for one or more persons for a specified period due to health reasons. Only local and/or government authorities are authorised to order persons into Lockdown.

### **3.28. WEAR (DEPRECIATION)**

Depreciation of the value of property over time or due to use or its state of upkeep on the day of the incident. Unless otherwise stipulated in the Policy, the depreciation applied to calculate the compensation due is 1% per month up to 80% of the initial purchase price.

## **ARTICLE 4. EFFECT AND DURATION OF GUARANTEES**

Only trips of less than 60 consecutive days are covered, except for the trip cancellation insurance, which applies regardless of the duration of the Trip.

The dates of departure (00:00) and return (24:00) of the Trip, the start dates (00:00) and end dates (24:00) of the stay for rentals are those indicated on the Trip registration notice.

The departure corresponds to the arrival of the insured at the meeting point set by the trip organizer, or in case of a flight-only reservation, at the location for baggage check-in, or in case of the use of a means of individual transport, upon arrival at the location of the stay.

### **4.01 THE "TRIP CANCELLATION" INSURANCE GUARANTEE**

The "Trip Cancellation" insurance guarantee takes effect as of the date of subscription to the present convention and automatically ceases to be in effect at the time of departure once the Insured has been registered or for rentals, at the time of remittance of the keys.

### **4.02 THE GUARANTEES OF ASSISTANCE AND INSURANCE OUTSIDE OF "TRIP CANCELLATION"**

They take effect as of the date of departure or of the start of the stay and automatically cease their effects on the date of return or of the end of the stay as indicated on the subscription form for the Trip, unless otherwise contractually stipulated.

In case of use of a means of individual transport to permit the Insured to go from his domicile to the location of his stay, the insurance guarantees for assistance take effect as of the date of the start of the stay and, at the latest, 48 hours before this date. They automatically cease their effects as of the date of the end of the stay and, at the latest, 48 hours after this date.

# INSURANCE AND ASSISTANCE BENEFITS

## ARTICLE 5. DEFINITIONS OF COVERS

### TRIP CANCELLATION

#### (1) PURPOSE AND AMOUNT OF THE GUARANTEE

The guarantee provides for the reimbursement of the expenses for cancellation or modification of a trip, to the limit of the amounts billed by the trip organizer in application of the scale appearing in the conditions of cancellation set by the trip organizer.

#### (2) LIMITATION OF GUARANTEE

The indemnity under the responsibility of the insurer is limited solely to the expenses for cancellation or modification of a trip owed as of the date of occurrence of the event resulting in application of the guarantee with the maximum set as the amount specified in the special conditions with deduction of the port and air taxes related to embarkation of the passenger, insurance premiums, visa expenses and administrative charges (retained by the tour operator and not reimbursed under the present convention).

#### (3) DEDUCTIBLE

A deductible is applicable per beneficiary; see the table of benefits.

#### (4) NATURE OF THE GUARANTEE

1. In case of serious bodily harm, serious illness (including relapse, aggravation of a chronic or pre-existing condition, the aftermath and consequences of an accident having occurred prior to subscription to the present convention as well as any infectious disease) or death:

1.1. of yourself, your spouse or your common-law spouse to whom you are bound by a Pacs (civil solidarity pact), of one of your ascendants or descendants, brothers or sisters, brothers-in-law or sisters-in-law, sons or daughters-in-law, fathers or mother-in-law, of your legal guardian, regardless of their country of domicile, as well as any person habitually living with you;

1.2. of a handicapped person living under your roof;

1.3. of your professional replacement or the person charged with keeping your minor-age children, designated under particular conditions (a single name of professional replacement or childcare provider may be designated under the particular conditions).

2. In case of the death or hospitalization for more than 48 consecutive hours of one of your uncles or aunts, nephews or nieces or of those of your legal or common-law spouse;

3. In case of contra-indications of vaccinations and/or following the obligatory vaccinations for your travel;

4. In case of serious property damage, including that following a natural disaster, occurring at your home or at your professional premises or at your agricultural establishment of which you are the owner, tenant or occupant free-of-charge and imperatively necessitating your presence at the premises to carry out the necessary conservatory activities;

5. In case of a serious accident, serious illness or death of the person with whom you were going to stay or in case of serious property damage occurring at the domicile of this same person;

6. If you or your spouse were to be laid off for economic reasons, provided that the procedure was not undertaken as of the day of your subscription to the present convention;

7. In case of clear and unforeseeable complications with your pregnancy, in case of miscarriage, therapeutic interruption of pregnancy and its aftermath;

8. In case of pregnancy that was unknown at the time of registration for the trip and contraindicating the trip for you due to the very nature of this;

9. In case of hospitalization of more than 3 consecutive days for depression or a psychiatric, nervous or mental illness;

10. In case of an administrative notice-to-appear imperatively attested to by an official document, that is unforeseeable and unchangeable from a date that falls on the date of your trip, provided that you were not aware of the notice-to-appear on the date of subscription of the present convention;

11. If you have received a notice-to-appear for a make-up examination for a date occurring during your trip, provided that failure of the examination was not known on the date of subscription of the present convention;

12. In case of a notice-to-appear regarding the adoption of a child or for the purpose of obtaining a residence permit or for the purpose of obtaining a residence permit or for an organ transplant for a date occurring during your trip, provided that the notice-to-appear had not been received on the date of subscription of the present convention;

13. In case you obtain a salaried job or an internship with compensation from Pôle emploi which has to start before the return from your trip, although you were registered with Pôle emploi as of the date of subscription of the present contract, to the exclusion of the prolongation or renewal of your employment contract or your internship.

**The guarantee does not apply to assignments (obtaining, extension, renewal) given by temporary companies;**

14. In case of your divorce or separation recorded at the registry of the court, provided that the date of recording is after the date of subscription of the present convention;

15. In case of refusal of your tourist visa attested to by the authorities of the country chosen for your trip, provided:

- that the request was filed within the timeframes recommended for the trip destination,

- that no request had been filed before and refused by these authorities for a previous trip;

16. In case of a job transfer obligating you to move before the return from your trip, provided that you were not aware of the transfer at the time that you subscribed the present convention and it was not the result of a request from you;

17. In case of a theft at your domicile, at your professional premises or at the agricultural establishment of which you are the owner, tenant or occupant free-of-charge, in the 72 hours preceding your departure and imperatively necessitating your presence at the premises to carry out the necessary conservatory activities;

18. If an accident in the public transport for passengers which you are using causes you to miss the flight or boat reserved for your departure; provided that you have made arrangements to arrive at least two hours before the deadline for embarkation;

19. In case of modification or elimination by your employer of the paid leave granted prior to subscription of the present convention, provided that your reservation for the trip was made after the granting of the period of paid leave.

**The guarantee only applies to salaried employees for whom the granting and elimination/modification of said vacation is authorized by a hierarchy.**

**The guarantee is not applicable to the legal representatives of a company, in the self-employed professions;**

20. In case of the theft of your identity papers or your transport ticket, which are indispensable to your trip, in the 48 hours preceding your departure and preventing you from carrying out the formalities with the border authorities;

21. In case of serious damage to your vehicle in the 48 hours preceding your departure and rendering the vehicle irreparable within the timeframes necessary for you to arrive at the rendezvous location stated by the trip organizer or to the location of your stay by the date initially specified and to the extent that your vehicle is indispensable for getting you there;

22. In case of cancellation granted under the present guarantee to one or several persons who are beneficiaries of the present guarantee subscribed under the same particular conditions as you and, due to this cancellation you are left to travel alone or with another person. In case of the event specified in article 1 of the present guarantee, this provision is extended to 6 persons maximum included in the same particular conditions as you and having paid the insurance premium. Meanwhile, for persons included in the same tax household, all persons insured from the tax household are covered under the "Cancellation" guarantee.

23. If you decide to leave alone, inasmuch as the cancellation of the trip of the person having to share the double hotel room reserved for your stay is covered by the present guarantee, the guarantee provides for the reimbursement of your additional hotel expenses incurred by this cancellation to the limit of the amount of the indemnities that you have paid in case of cancellation;

24. If it is impossible for you to leave, if you may transfer your trip to another person, we take responsibility for the charges for the change of name of the beneficiary with the trip organizer when this latter party provides for this in its terms and conditions of sale.

25. Cancellation where destination is subject to travel restrictions by FCO or Ministry of foreign affairs of your home country or the World Health Organisation (WHO) or denial of entry by local authorities where the insurance contract and holiday booking were made before FCO and/or WHO travel restrictions.

26. Cancellation due to quarantine before departure.

27. Cancellation at departure due to denial of access to transportation following a temperature control (or other sanitary control) set by local authorities or the transport company. We will refund the non-refundable services up to the fixed amount stated in the table of benefits (excluding the transport ticket to which the access was denied).

## (5) EXCLUSIONS

The exclusions common to all guarantees of the present convention are applicable.

In addition, cancellations following one of the following events or circumstances are excluded:

- Events occurring between the date of reservation of the trip and the date of subscription of the present convention.
- Accidents or illnesses having already been observed or treated, or involving a relapse or hospitalization between the date of reservation of the trip and the date of subscription of the present convention.
- Pathologies having resulted in hospitalization in the 30 days preceding the travel reservation.
- Cancellations due to the transporter or trip organizer.
- Depression, psychiatric, nervous or mental illness leading to no hospitalization or hospitalization of less than or equal to 3 consecutive days.
- Voluntary interruption of pregnancy, its aftermath and complications.
- Aesthetic treatments, therapy, in vitro fertilization.
- Cancellations resulting from periodic examinations of control and observation.
- Cancellations resulting from the non-presentation, for any reason at all, of one of the documents that are indispensable to travel, except in the cases specified under the present guarantee.
- Delay in obtaining a visa.
- Mechanical breakdowns involving your vehicle.
- Any act not declared as an act of terrorism or any act declared as an act of war, whether declared or undeclared by the French ministry of foreign affairs.
- Cancellation due to travel restrictions as a direct result of the World Health Organisation declaring a pandemic or any known event at the time of the holiday purchase.
- Cancellation due to illness without a medical certificate from the treating medical practitioner.
- The refund of all or part of the trip which was totally or partially refunded by the travel organizer or by the transport company however the type of refund (transfer, cash, advance, voucher...).

## (6) CANCELLATION FOR OTHER CAUSES

The guarantee is extended if you cancel:

- due to an **external event** that is sudden, unforeseeable, justified, and independent of your will, prevents you from travelling and occurs between the date of subscription of the insurance convention and the date of your departure.
- in case of the absence or excess of snowfall, only in resorts located at altitudes greater than 1,500 meters, between 15th December and 15th April and resulting in the closing of more than 2/3 of the mechanical lifts, normally in service at the site of your stay, for at least 2 consecutive days in the 5 days preceding your departure.

## (7) EXCLUSIONS FOR CANCELLATION FOR OTHER CAUSES

The exclusions common to all guarantees of the present convention are applicable. Other exclusions include:

- Any circumstance representing only a simple inconvenience to your trip.
- Any event whose responsibility could be incumbent upon the trip organizer in application of headings VI and VII of law No. 92-645 of 13th July 1992 setting the conditions of exercising the activities of organizing and selling travel stays.
- Any act not declared as an act of terrorism or any act of declared as an act of war, whether it has been declared or not by the French Ministry of Foreign Affairs.

## (8) WHAT MUST YOU DO IN CASE OF CANCELLATION?

- You, or one of your beneficiaries, must notify your travel agency about your cancellation as soon as the covered even preventing your departure occurs.

In fact, our reimbursement is calculated according to the scale for cancellation expenses in effect as of the date on which the event is first recognized for application of the guarantee.

- You must notify us in the 5 business days following the declaration of your cancellation to your travel agency by conforming to the procedure of declaration as described in "Procedure of declaration of incident for insurance guarantees".
- Your declaration must include the following information:
  - your last name, first name and address
  - convention number
  - precise reason for your cancellation (illness, accident, professional reason, etc.)
  - name of your travel agency
- We will send you or your beneficiaries the necessary information to be provided. It must be returned to us completed, along with a copy of the contract and all the documents requested to justify the reason for the cancellation and to estimate the amount of prejudice (subscription form, original of the invoice for the expenses of cancellation, originals of the transport documents).
- If the reason for this cancellation is an illness or bodily harm, you or your beneficiaries must also provide, in the 10 days following your cancellation, in a confidential envelope to the attention of our Medical Director, the initial medical certificate specifying the date and nature of your illness or accident.
- Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.
- Any declaration that does not conform to the provisions specified in the present guarantee results in the forfeiture of any right to reimbursement.
- If necessary, the case manager reserves the right to subject you, at his expense, to a medical assessment. This request is sent by registered letter with confirmation of receipt.
- We reserve the option, if necessary, of requesting additional items.

## (9) REIMBURSEMENT

The reimbursement of expenses for cancellation is sent directly to your attention, or to that of your beneficiaries, or to your travel agency or to any other person upon express and written request from you.

The administrative charges, charges for visa, port and airline taxes related to the embarkation of the passenger, as well as the insurance premium, may not be reimbursed.

### "MISSED FLIGHT" "DELAYED FLIGHT"

## MISSED FLIGHT

### (1) PURPOSE OF THE GUARANTEE

If you miss your outgoing departure flight for any reason at all due to an event that is independent of your will, unless in case of a time change by the transporter, we reimburse you for the purchase of a new ticket for the same destination and by the same means of transport initially purchased, provided that you leave in the 24 hours which follow or by the first available flight.

### (2) AMOUNT OF THE GUARANTEE AND DEDUCTIBLE

This guarantee is limited to:

- 50% of the total initial amount of your package (transport services and services on land)
- 80% of the total initial amount of your flight (transport service only)

This guarantee may not be combined with the "Trip cancellation" and "Flight delay" guarantees.

## DELAYED FLIGHT

### (1) DEFINITIONS

#### FLIGHT CONFIRMATION

Formality making it possible to validate the ticket purchase and to maintain the reservation of places.

The conditions are defined in the terms and conditions of sale of the trip organizer.

#### FLIGHT DELAY

Difference between the time of departure stated on your ticket or your trip registration form and the effective time that the plane leave its gate, occurring outside the possibilities of modification of times at the disposal of the tour operator of the airline, according to the terms and conditions of sale.

#### TRIP

Itinerary covered up to the destination indicated on your ticket or your trip registration form regardless of the number of flights taken; only the outgoing flight is counted.

#### REGULAR FLIGHT

Scheduled flight done by a commercial airplane, whose specific times and frequencies conform to those published in the "Official Airlines Guide".

## NON-REGULAR FLIGHT OF THE CHARTER TYPE

Flight chartered by a tourism organization within the framework of non-regular service.

## (2) PURPOSE OF THE GUARANTEE

In case of a flight delay of:

- Longer than 3 hours for a regular flight.
- Longer than 6 hours for a non-regular flight of the charter type with respect to the initial time of departure indicated in your transport ticket, we indemnify you for the unexpected expenses that you had to incur on site (refreshments, meals, lodging at a hotel and local transfers between the airport and the hotel).

This guarantee is subject to the formalities of flight confirmation having been carried out within the timeframe required by the trip organizer.

In case of dispute:

- For regular flights, the "Official Airlines Guide" will serve as the reference for determining the times of flights and connections.
- For charter flights, the times of departures, connections and destinations are those appearing on the insured ticket.

## (3) AMOUNT OF THE GUARANTEE

You are indemnified per hour of lateness and per trip (outgoing only) to the limit of the amounts indicated in the special conditions.

## (4) EXCESS

For Scheduled Flights and trains: Excess for 3 hours.

For Chartered Flights: Excess for 6 hours.

## (5) PROCEDURES OF DECLARATION

You must notify us in the 5 business days following the date of your trip by conforming to the procedure of declaration as described in "Procedure of declaration of incident for insurance guarantees".

Your declaration must include the following information:

- Your last name, first name and address
- Convention number
- Dates of departure and return for the trip or stay
- An attestation from the transporter specifying the nature and duration of the delay, the flight number, the times initially specified for the flight arrival and the actual time of arrival
- The original of the boarding pass
- The supporting documentation for the unexpected expenses incurred.

## (6) EXCLUSIONS

The exclusions common to all guarantees of the present convention are applicable.

In addition, other exclusions include:

- Any delay occurring during the return trip.
- Any delay due to a temporary or definitive withdrawal of an airplane, which has been ordered:
  - By either the airport authorities.
  - Or the civil aviation authorities.
  - Or by a similar organization and/or which was announced more than 24 hours before the date of departure.
- Any delay due to refusal of boarding following non-respect of baggage check-in time and/or presentation for embarkation.
- Any refusal of embarkation following reservation.
- Any missed flight for which your reservation was confirmed, regardless of the reason.
- Any event whose responsibility could be incumbent upon the trip organizer in application of headings VI and VII of law No. 92-645 of 13th July 1992 setting the conditions of exercising the activities of organizing and selling travel stays.
- The absence hazards (hazard refers to an event that is sudden, unforeseeable and independent of the will of the insured).

This guarantee may not be combined with the "Trip cancellation" and "Flight delay" guarantees.

## GUARANTEE FOR IMPOSSIBLE RETURN

### (1) PURPOSE

The present guarantee covers the expenses that you have incurred following the disruption of transport and for which you can justify having requested and not having been able to receive reimbursement from the transporter or tour operator contacted first. Only expenses supported by invoices will be able to be reimbursed.

The guarantee is applied in addition to or after exhausting similar guarantees from which you may benefit with the transporter, travel agency, tour operator or issuers of payment cards.

### (2) DEFINITIONS

#### DISRUPTION OF TRANSPORT

Incapacity of your transporter or trip organizer, following a covered event, to leave the port or airport of departure on the date and at the time specified on the ticket or trip registration form.

#### EVENTS COVERED

Fire, floods, earthquake, explosion following a natural event, tsunami, landslide, avalanche, cyclone, storm, tornado and volcanic activity, lockdown or sanitary event at destination (declared by local authorities).

## PREPAID EXPENSES

Expenses paid before your trip departure: package or flight only including car rental, parking at the place of departure, excursion(s), lodging at the airport, access to airport lounges.

Package refers to: any combination of at least two of the following items sold or offered for a set price for the group of items and when the service covers a period of more than 24 hours or includes a minimum of one night:

- a) transport
- b) lodging

## (3) SERVICES PROVIDED AND EXPENSES COVERED FOR YOUR RETURN TRIP

When the public transport for travelers on which you have a reservation is cancelled, rerouted or endures a delay of more than 12 hours following the time indicated on the ticket or the travel registration form, due to the disruption of transport, if you have to prolong your stay or make new arrangements to get to your country of domicile, we take responsibility, to the limit of €1,000 per person or €200 per night and per person to the limit of 5 nights maximum, the additional expenses for transport and lodging that have not been reimbursed by other means. The transport expenses covered must be from a category equivalent to that initially reserved.

As an exception to the article "Effect and duration of the guarantees", when you are obliged to prolong your stay on site, the guarantees of assistance to persons are prolonged to the limit of 5 days maximum.

**This cover cannot be cumulated with the "Extension of stay on site" cover.**

## (4) EXCLUSIONS

Exclusions common to all guarantees are applicable with the exception of the exclusions relative to natural disasters, which are not applicable to the present guarantee.

In addition, incidents resulting directly or indirectly from the following are excluded:

- Any event covered by this guarantee once it is known or announced publicly on the date of reservation of the trip or of subscription of the present guarantee (if it is after the date of reservation of the trip).
- An aircraft or ship withdrawn from service (temporarily or not) for a reason independent of the events covered upon recommendation from the Civil Aviation Authority, a port Administration or a similar organization regardless of its country of origin.
- A refusal of embarkation due to the consumption of drugs, alcohol or violent or unruly behaviour on your part or on the part of a person accompanying you.
- A refusal of embarkation due to your inability to provide a valid passport, visa or other documents required by the transporter or its representatives.

The following are not eligible for reimbursement:

- Airport taxes.
- Tickets paid for with "miles" earned through a loyalty program.

- Expenses for lodging paid within the framework of shared ownership, exchange or other point system.
- The expenses that you have incurred for which you have received or are going to receive indemnification or other compensation (tickets, meals, refreshments, lodging, transfers, assistance) from the transporter, travel agency, tour operator or issuers of payment cards.
- Expenses for transport or lodging that you have incurred once the transporter or tour operator has offered you a reasonable alternative and you have refused it.
- Ordinary expenses such as meals or beverages that you would have normally incurred during your trip.
- Expenses that you have incurred although your operator or the local authorities did not deem it necessary to divert from the schedule initially planned for your package.
- Expenses incurred for persons not covered by this guarantee.

## (5) PROCEDURE OF DECLARATION

Under penalty of forfeiture, unless in the case of unforeseen circumstances or force majeure, you must notify our Service Gestion Assurances Voyage and file your declaration of incident accompanied by all supporting documents in the 5 business days following the end date of your trip and comply with the procedure described in "Procedure of declaration of incident for insurance guarantees".

- Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.
- Any declaration that does not conform to the provisions specified in the present guarantee results in the forfeiture of any right to reimbursement.
- We reserve the option, if necessary, of requesting additional items.

**THE DECLARATION MUST INCLUDE THE FOLLOWING INFORMATION:**

- your last name, first name and address,
- the convention number,
- start and end dates for the trip or stay,
- **if your trip is cancelled:** written confirmation of the cancellation and its reason established by the transporter or its representative.
- **if the flight is delayed or rerouted:** an attestation from the transporter or its representative specifying the reason and duration of the delay, the time initially expected for departure and the effective time of departure.
- a copy of the letter mentioning the refusal of indemnification of the expenses from you could benefit elsewhere (transporter, Tour Operator or travel agency, issuer of payment cards,) or a copy of the documents supporting the expenses covered by these organizations,
- the original of the ticket and trip registration form,
- the original of the unused ticket, if applicable,
- the originals of the supporting documents for the unexpected expenses incurred.

## (6) CONDITIONS OF APPLICATION

1. The additional expenses must correspond to a level of service similar to that of the initial prepaid trip.
2. You must obtain (at your own expense) written confirmation of the cancellation (delay - number of hours - or impossibility of embarking) and the reason established by the Transport Public de Voyageurs (public transit authority) or its representative.
3. You must send the transporter a request for indemnification for your unused ticket in conformity with the terms of its contract and/or (if applicable) with European regulations (or equivalent regulations) regarding the rights of air passengers in case of refusal or embarkation, cancellation or flight delay.
4. Receipts and detailed bills must be retained as documentation.

## (7) REIMBURSEMENT

The reimbursement of expenses incurred is sent directly to your attention, or to that of your beneficiaries, or to any other person upon express and written request from you.

### MEDICAL ASSISTANCE

#### REPATRIATION FOR MEDICAL REASONS

In case of serious bodily harm, our doctors contact your primary care physicians and take the most appropriate decisions in light of your condition, the information available and the medical requirements.

If our medical team recommends your repatriation, we organize and take charge for this based on the medical imperatives retained by our medical team.

The destination of repatriation is:

- either an appropriate care facility in close proximity;
- or a hospital facility in a surrounding country;
- or the closest hospital facility to your domicile.

If you are hospitalized in a care facility outside the hospital sector of your domicile, at the proper time we organize your return. After your recovery has been observed medically, we take charge of your return to your domicile.

The means of repatriation may be a light vehicle for healthcare transport, an ambulance, the train, a commercial airline, an airplane for healthcare transport.

The final choice of a location of hospitalization, of the date, of the necessity for your accompaniment and of the means used, and based exclusively on the decision of our medical team.

Any refusal of the solution proposed by our medical team results in cancellation of the guarantee of assistance to persons.

#### DISPATCH OF A DOCTOR TO THE SITE

If the circumstances require it, our medical team may decide to send a doctor to the site to better determine the measures to be taken and to organize them.

We take responsibility for the expenses for transport and medical for the doctor that we have assigned.

## IMMOBILIZATION ON SITE

If you are hospitalized onsite upon decision from our medical team before your medical repatriation, we organize and take responsibility for the expenses for the stay (room, breakfast and taxi) incurred for the members of your family who are beneficiaries, inasmuch as they remain with you, or for a beneficiary person without a family connection who accompanies you.

Our coverage is limited to the duration of hospitalization, to the limit of the amount indicated in the special conditions.

**This guarantee may not be combined with the "visit of close family/friend" guarantee.**

## EXTENSION OF STAY ON SITE

In case of extension of your stay on site recommended by our doctors, we organize and take responsibility for your stay (room, breakfast and taxi), as well as for the members of your family who are beneficiaries, inasmuch as they remain with you, or for a beneficiary person without a family connection who accompanies you.

Our coverage is based on medical instructions, and limited to the amount indicated in the special conditions.

**This cover is also granted if the Insured is in quarantine at destination due to a sanitary troubles.**

**This guarantee may not be combined with the "visit of close family/friend" guarantee.**

## RETURN TO THE DOMICILE OR CONTINUATION OF THE TRIP AFTER RECOVERY

At the end of your hospitalization or your immobilization on site and after recovery that has been observed medically, we organize your return home or the continuation of your trip (one-way ticket), to the next destination specified **at the time of reservation with the organizer of your trip**, as well as that of the beneficiary members of your family, inasmuch as they have remained with you, or of a beneficiary person who is not a family member who accompanies you.

If we organize the continuation of the trip, our coverage is limited to the additional transport expenses for the cost of the return trip to your domicile.

## VISIT OF A FAMILY MEMBER / CLOSE FRIEND

If your health status does not permit or necessitate your repatriation and if the period of your hospitalization is greater than 3 consecutive days (as of the first day of hospitalization, if the life of the covered person is threatened or if the beneficiary is a minor or handicapped), we take responsibility for the roundtrip ticket for a member of your family or a close friend to go on site (a transport ticket for each parent, father and mother, if this is a minor-age child).

We organize and take responsibility for the expenses for the stay (room, breakfast and taxi) incurred on behalf of family member/close friend.

Our coverage is limited to the duration of hospitalization, to the limit of the amount indicated in the special conditions.

This guarantee is only granted in the absence of a significant member of your family. This guarantee may not be combined with the "immobilization on site" and "prolongation of stay on site" guarantees.

## REPATRIATION IN CASE OF DEATH

We organize and take responsibility for the cost of repatriation of the body or ashes of the beneficiary deceased from the location of death to the location of burial in the country of his domicile, as well as the expenses for post-mortem care, placement into the coffin and the arrangements necessary for transport.

The expenses for transport of the coffin are covered to the limit of the amount indicated in the special conditions.

**The expenses for the funeral, the ceremony, the local procession or incineration remain the responsibility of the family of the beneficiary.**

The choice of companies intervening in the process of repatriation is exclusively our choice.

## ACCOMPANIMENT OF THE DECEASED

If the presence of a family member or a close friend of the deceased on site is indispensable for identifying the body and for the formalities of repatriation or incineration, we organize and take responsibility for a transport ticket as well as the expenses for the stay (room, breakfast and taxi) incurred on behalf of this person.

Our coverage is limited to the amount indicated in the special conditions.

**This guarantee may not be implemented if the beneficiary was travelling alone at the time of his demise.**

## RETURN OF MINOR-AGE CHILDREN WHO ARE BENEFICIARIES

Following serious bodily harm or after the death of a beneficiary and in the absence of a close family member to look after the children left on site, we organize and take charge of their return home.

These children are accompanied by either a member of the family or a close friend who has been duly designated and authorized by the family of the beneficiary or one of his beneficiaries, or else by qualified personnel.

We organize and take responsibility for the roundtrip transport of this person, as well as the expenses for the stay (room, breakfast and taxi) incurred on his behalf.

Our coverage is limited to the amount indicated in the special conditions.

## RETURN OF BENEFICIARIES

Within the framework of repatriation in case of serious bodily harm or death, we take responsibility for the return home of the beneficiary members of your family or for a maximum of two beneficiaries who are not family members and who accompany you.

## PSYCHOLOGICAL ASSISTANCE BY TELEPHONE

In case of a request for psychological assistance following trauma occurring abroad or provoked by an act of terrorism, civil or foreign war, rioting or a serious family event, we can put you in contact with a clinical psychologist by telephone, 3 times per event.

If you like, we put you in contact with a psychologist who is close to your domicile in France, and the expenses for consultation remain your responsibility.

## REPLACEMENT DRIVER

In case of serious bodily harm, if the beneficiary is unable to drive his vehicle or following a death if the vehicle remains on site, we organize and take responsibility for the assignment of a replacement driver on site so as to bring the vehicle to the domicile by the most direct itinerary.

This guarantee is only granted if the following conditions are met:

- the beneficiary drove the vehicle for his trip as an owner or authorized user of said vehicle;
- no other person on site is authorized to replace him;
- immobilization of the vehicle occurs in a country on the international map of automobile insurance;
- a written driving delegation as well as all administrative documents for the vehicle (registration, tax disc, current insurance attestation) must be remitted to us.

The guarantee is applied if the vehicle:

- is less than 5 years old;
- if it satisfies national and international rules of the driving code;
- if it satisfies the standards of the obligatory technical inspection. Otherwise, we organize and take responsibility for a one-way transport ticket so that a person designated beforehand by the beneficiary, his family or one of his beneficiaries can go get him.

**The expenses for tolls, parking, fuel, boat crossings, are not covered. Hotel and dining expenses remain the responsibility of passengers eventually brought back with the vehicle.**

## TRAVELLER ASSISTANCE

### INFORMATION AND MEDICAL ADVICE

Our medical team provides information about your request for medical information and advice 7 days a week and 24 hour a day. It provides information of a general nature.

- Regarding one or several medications:
  - generics
  - side effects
  - contra-indications
  - interactions with other medications.
- In the following domains:
  - vaccinations
  - dietary information
  - lifestyle
  - nutrition
  - trip preparation.

Involvement of the doctor is limited to providing objective information. Under no circumstances is the purpose of the service to issue a personalized medical consultation or to encourage self-medication. If your request is related to this, we advise you to contact your primary care physician.

## EARLY RETURN

In case of an unforeseen event occurring during your trip and requiring your early return to your domicile, we will organize and take responsibility for one of the following services:

- either your trip and that of the members of your family who are designated beneficiaries on the same trip registration form as you or of a single person who is a beneficiary without a family connection accompanying you and designated under the same particular conditions as you;
- either for you alone, your trip to go on site, as well as your return trip to get to the place of your stay.

### Covered unforeseen events are the following:

- Serious bodily harm in which life is threatened (based on the opinion of our medical team) or death:
  - Of your spouse or your common-law spouse or any person to whom you are bound by a Pacs (civil solidarity pact), of one your ascendants or descendants, brothers, sisters, fathers or mother-in-law residing in your country of domicile;
  - Of your professional replacement designated under the particular conditions;
  - Of the guardian or the person designated in the particular conditions charged with looking after your children left at your domicile or of a handicapped person living under our roof.
- The unforeseen hospitalization of a minor-age child left at home;
- The death of the following persons: brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew and niece residing in your country of domicile;
- Serious property damage including that resulting from a natural disaster, necessitating your indispensable presence to carry out the formalities necessary at the site of:
  - Your principal residence;
  - Your agricultural operation;
  - Your professional premises.
- An administrative notice-to-appear imperatively attested to by an official document or a notice-to-appear for the adoption of a child or for an organ transplant, which was unforeseeable, and not subject to postponement, of which you were informed after the departure for a date that falls during the covered trip.
- The official and express demand of your government to urgently return to your home country.

This event is limited to the modification of your original return ticket or purchase of a new economy class ticket if it cannot be modified. In this case, any amount arising from the cancellation of the original ticket will have to be paid to the Insurer.

In the event of a lack of air traffic, the Insurer cannot be held responsible for your impossibility to return home.

## SENDING OF MEDICATIONS ABROAD

In case of the impossibility of finding indispensable medications on site, or their equivalents, prescribed before your departure by your primary care physician, we conduct the search in your country of domicile.

If they are available, they are sent as quickly as possible, subject to local legislation and the available means of transport.

This guarantee is granted for isolated requests. In any

event, they cannot be allowed within the framework of long-term treatment or treatment that requires regular mailings or a request for vaccination.

**The cost of the medications and eventual customs charges are your responsibility.** You agree to reimburse the amounts advanced according to the conditions stated in "What should you do if you need us? Procedure of reimbursement of expenses that you have incurred for the guarantees of assistance."

## TRANSMISSION OF URGENT MESSAGES

If you are incapable of sending an urgent message, at your request we will send, free-of-charge and as quickly as possible, any message that you wish to send to your family members, your close friends or your employer. We can also serve as an intermediary in the reverse direction.

The messages remain under your responsibility and only commit you; we only play the role of intermediary for their transmission.

## MEDICAL INTERVENTION FOR A MINOR-AGE CHILD LEFT AT HOME

If during your trip, your minor-age child is sick or injured, we are able to intervene at your request in the following cases:

- When the primary care physician deems that the condition of health of your child necessitates hospitalization, to the extent possible, we look for a place in any private or public hospital establishment located within a radius of 100 km around your domicile.
- Upon medical prescription, we organize transport to a hospital centre or to any other hospital centre designated by the usual primary care physician. This establishment must be located within a radius of 100 km around your domicile.

We participate in the charges for this transport:

- subject to effective hospitalization in the public or private establishment considered;
- to the limit of the real expenses remaining under your responsibility, if the ambulance charges are not reimbursed to you in full by the systems and/or organizations covering you otherwise for the indemnities and / or services of the same type.

We will keep you informed about the health status of your child in the most expeditious manner.

We intervene at your request and in agreement with your usual primary care physician.

## DEFERRED REPATRIATION OF DOMESTIC ANIMAL

Within the framework of a covered event, if your animal has remained without surveillance at the location of your stay and no close family or friend can take charge of the animal, we organize its care:

- Either repatriation of the animal to your domicile;
- Or we provide you with a roundtrip transport ticket to go get the animal.

The decision of transport and the resources to be put implemented by our services are subject to local and international rules on public health, as well as the conditions of the transport companies.

## EXCLUSIONS TO THE GUARANTEES FOR MEDICAL ASSISTANCE

Exclusions common to all guarantees, article 6 of the present convention, are applicable.

In addition, other exclusions include:

- Aliments or benign lesions that can be treated on site and that do not prevent you from continuing your travel.
- Convalescences, ailments being treated or those not yet healed, for which you are on sick leave.
- Pre-existing illnesses diagnosed and/or treated unless a clear and unforeseeable complication or aggravation occurs.
- The aftermath of a pregnancy: pregnancy, caesarean delivery, care of a new-born.
- Voluntary interruptions of pregnancy.
- Trips taken for diagnostic purposes and/or treatment, medical assessments, check-ups, preventive screening.
- The practice, or an amateur level, of aerial, defence or combat sports.
- The consequences of the default of impossibility of vaccination.
- Charges for taxis incurred without the approval of our services.

### MEDICAL EXPENSES ABROAD

#### (1) PURPOSE OF THE GUARANTEE

You are guaranteed for the reimbursement of your medical expenses and/or expenses for hospitalization following serious bodily harm occurring and observed abroad during the period of subscription, and remaining under your responsibility after intervention of the health insurance coverage, the supplemental health insurance coverage and/or any other individual or collective insurance coverage from which you benefit.

In the case where these payer organizations do not accept responsibility for the medical and/or hospital expenses incurred, we will reimburse you for these expenses to the limit of the guarantee ceiling as long as you provide:

- the original invoices for the medical and surgical expenses;
- the attestation of refusal of payment issued by the payer organization.

Expenses granting the right to services: expenses for visit, consultation, pharmacy, nursing care, hospitalization for medical and surgical care, including the medical and surgical fees and, in general, any medical or surgical act related to your pathology.

#### (2) CONDITIONS AND AMOUNT OF THE GUARANTEE

This guarantee is provided exclusively under the following conditions:

- The guarantee is granted only when you are affiliated with a health insurance fund and/or other system of individual or collective insurance covering you for medical and hospital expenses.
- The guarantee only applies to expenses following serious bodily harm, occurring and observed abroad.
- The guarantee only applies to expenses prescribed by

a medical authority and incurred abroad during the period of validity of the subscription.

- The guarantee only applies to expenses having been approved by our services, demonstrated by the communication of a case number to the beneficiary or to any person acting on his behalf, once the admissibility of the request has been observed.
- In case of hospitalization, except in case of force majeure, we must be notified about the hospitalization in the 24 hours following the date mentioned on the certificate of hospitalization.
- You must accept any change of hospital centre recommended by our services.
- In all cases, the doctor that we have assigned must be able to visit you and have free access to your medical file, in respect of the strictest ethical rules.
- The guarantee automatically ceases on the date that we proceed with your repatriation.

Our coverage per beneficiary and per trip is done to the limit of the amounts indicated in the table of guarantees subject to deduction of the absolute deductible of €30 per reservation.

The coverage for dental expenses is limited to €300 per person.

#### (3) EXCLUSIONS

The exclusions common to all guarantees and the exclusions specific to medical assistance are applicable.

In addition, the following expenses may not result in either an advance, reimbursement or coverage:

- Those incurred in your country of domicile.
- For vaccination.
- For prostheses, devices, glasses or contact lenses.
- For aesthetic treatments and surgical interventions that are not subsequent to an accident.
- Treatments, stays in a rest home and physical therapy.
- Medical cover where the Insured has travelled against the FCO or the WHO restrictions.

#### (4) CONDITIONS OF APPLICATION

You must send us the following information and items:

- The nature, circumstances, date and location of the occurrence of the serious bodily harm having necessitated the payment of medical expenses on site;
- A copy of the prescriptions issued;
- A copy of the invoices for all medical expenses incurred;
- The original slips and/or calculations for reimbursement from any payer organization concerned;
- In case of accident, the names and address of the responsible party and, if possible, of the witnesses, indicating whether a ticket or report was established by the authorities;
- In general, all items of a nature to permit an exact determination of the real expenses remaining under its responsibility;
- In addition, you must attach, in a confidential envelope to the attention of our Medical Director, the initial medical certificate specifying the nature of the accident or illness and any other certificate that we could request from you.

In the absence of receiving all of these items, we will not

be able to proceed with the reimbursement.

### **ADVANCE OF EXPENSES FOR HOSPITALIZATION ABROAD**

In case of hospitalization, and at your request, we are able to proceed with the advance, on your behalf and to the limit of the amounts indicated in the article "Conditions and amount of the guarantee" against remittance of a "declaration of expenses for hospitalization" committing you to the procedures to be followed.

In order to protect our future rights, we reserve the right to ask you or your beneficiaries for an imprint of a bank card or a deposit check.

Starting from receipt of the invoices for medical expenses by our services, you agree to carry out these procedures with the insurance organizations within 15 days. Without response from you within a period of 3 months, we will be within our rights to require reimbursement of the amounts advanced for your account, increased by expenses and interest at the legal rate.

### **(5) ADVICE TO TRAVELERS**

If you are covered by Social Security, we advise you to obtain the European Health Insurance Card of form E101 available at Social Security centres, to be able to benefit from the Social Security services during a trip to a country of the European Union.

## **EXPENSES FOR SEARCH AND RESCUE**

### **(1) PURPOSE OF THE GUARANTEE**

The Insurer reimburses the search and rescue expenses due to the operations organized by bodies empowered to come to the rescue of the insured, in order to find and transport the insured to the nearest hospital.

### **(2) AMOUNT OF THE GUARANTEE AND LIMITATION**

Our reimbursement per beneficiary and per trip are limited to the amounts indicated in the special conditions, with the maximum amount specified per event, regardless of the number of beneficiaries concerned.

**The guarantee is applied in addition to or after exhausting similar guarantees from which you may benefit elsewhere.**

### **(3) PROCEDURE OF DÉCLARATION**

You or any person acting on your behalf must notify us in the 5 business days following the date of your trip by conforming to the procedure of declaration as described in "Procedure of declaration of incident for insurance guarantees".

Your declaration must include the following information:

- Your last name, first name and address
- Convention number
- The date, causes and circumstances of the incident
- The originals of the supporting documents.

## **LOSS OR THEFT OF DOCUMENTS OR PERSONAL EFFECTS**

During your trip abroad, in case of the loss or theft of your documents of identity, your means of payment or transport tickets and after declaration to the competent local authorities, we provide the following services:

### **FOR TRAVEL**

- We advise you regarding the administrative procedures to accomplish;
- We proceed with reporting the theft of your means of payment provided that we receive a fax agreeing to this from you;
- In case the documents of replacement may be made available in your country of domicile, we sent them to you in the most expeditious manner;
- In case of the theft of your baggage and at your request, we proceed with an advance to allow you to make your purchases of primary necessity to the limit of the amount indicated in the special conditions;
- In case of the loss or theft of your transport ticket, we send you a new non-negotiable ticket paid for in advance;

You agree to reimburse the amounts advanced according to the conditions stated in "What should you do when you need us ? For the availability of an advance".

### **UPON YOUR RETURN**

- We reimburse you the expenses for redoing your passport to the limit of the amount indicated in the special conditions.
- **Procedure of declaration**

You must notify us in the 5 business days following the date of your trip by conforming to the procedure of declaration as described in "Procedure of declaration of incident for insurance guarantees".

Your declaration must include the following information:

- Your last name, first name and address
- Convention number
- The date, causes and circumstances of the incident
- The originals of the supporting documents
- The receipt for filing the complaint established in the 48 hours following the date of the incident by the competent local authorities.

## LEGAL ASSISTANCE

**Abroad**, following an involuntary infraction against laws and regulations in effect which you could commit and for any act not qualified as a crime, we intervene, at your request provided in writing, if action is taken against you.

**This guarantee does not apply for acts related to your professional activity.**

## ADVANCE OF BAIL BOND

We proceed with advance of the bail bond required by the authorities for your release or to permit you to avoid incarceration, **to the limit** of the amount indicated in the special conditions.

This advance is made through a local legal professional as intermediary. You are required to reimburse this advance:

- upon return of the bond in case of dismissal of the case or acquittal;
- in the 15 days following the court decision which has become enforceable in case of condemnation;
- in all cases within a timeframe of 90 days starting from the date of payment.

You agree to reimburse the amounts advanced according to the conditions stated in "What should you do when you need us? For the availability of an advance".

## LAWYER'S EXPENSES

We take responsibility for lawyer's fees on site to the limit of the amount indicated in the special conditions.

## ORGANIZATION OF SERVICES

If you express a request outside of the framework defined in the convention subscribed, we proceed with the organization of service 7 days a week and 24 hours a day, by using our logistics.

- An estimate of the costs is submitted to you in writing before any intervention;
- The service is organized after receipt of your agreement in writing.

You agree to reimburse the amounts advanced according to the conditions in "What should you do when you need us? For the availability of an advance" of the present convention.

## BAGGAGE

### LOSS, THEFT OR DAMAGE OF BAGGAGE

#### (1) PURPOSE OF THE GUARANTEE

You are compensated for property damage that results:

- From the loss of your baggage by the transporter and/or during transfers organized by the tour operator;
- From the theft of your baggage;
- From their total or partial deterioration occurring during the trip.

#### (2) DEFINITIONS

##### BAGGAGE

Travel bags, suitcases, trunks and their contents, **to the exclusion of the clothing that you are wearing.**

**Objects of value and precious objects, as defined below, are assimilated to baggage:**

##### OBJECTS OF VALUE

Cameras and all photographic, radio or recording equipment, equipment reproducing sound or image and their accessories, computer and mobile telephone equipment, rifles, golf clubs.

##### PRECIOUS OBJECTS

Jewellery, watches, furs, crafted work made of precious metals, precious or semi-precious stones, and pearls inasmuch as they are mounted in jewellery.

#### (3) AMOUNT OF THE GUARANTEE

Our coverage is limited per beneficiary and per trip to the amounts indicated in the special conditions.

Objects of value and precious objects are only covered to the limit of 50% of the amount indicated in the special conditions.

#### (4) DEDUCTIBLE

A deductible whose amount appears in the special conditions is applicable to each claim.

#### (5) NATURE OF THE GUARANTEE

The following are guaranteed:

- The loss or destruction of baggage or objects of value inasmuch as they are registered or duly entrusted to the transporter or entrusted to the tour operator during transport and organized transfers.
- Thefts of baggage or objects of value committed by breaking into a locked and closed vehicle and in any event committed between 7:00 a.m. and 9:00 p.m. (local time).
- In case of theft, the guarantee is granted inasmuch as the baggage and objects of value are under your direct surveillance, in your room or remitted to an individual storage area.
- Precious objects are only guaranteed against theft and only when they are carried on you or when they are placed in the safe in your room or in the hotel safe with a receipt.

## (6) PROCEDURE OF DECLARATION

You must notify us in the 5 business days following the date of your trip by conforming to the procedure of declaration as described in "Procedure of declaration of incident for insurance guarantees" and provide proof of the value and existence of the baggage and assimilated objects stolen, lost or damaged.

Your declaration must include the following information:

- Your last name, first name and address
- Convention number
- The date, causes and circumstances of the incident
- The originals of the supporting documents.

We will send you the information to be gathered. This will have to be returned to us completed and include a copy of the convention and the originals of the supporting documentation.

You must also provide:

- In case of theft, the receipt for filing the complaint established in the 48 hours following discovery of the theft, and prepared by the competent local authorities;
- In case of total or partial destruction, the observation report established by any competent local authority or by the party responses for the loss, or otherwise by a witness;
- In the case where the responsibility of the transporter or the trip organizer may be involved, the observation of its reservations towards the transporter or tour operator established with these latter parties or their representative;

### RECOVERY OF LOST OR STOLEN BAGGAGE

In case of recovery of all or a portion of lost or stolen objects, at any time at all, you must notify us of this immediately.

If the recovery takes place:

- **Before payment of the indemnity**, you must retake possession of said objects. We are only required to pay an indemnity corresponding to the damage eventually incurred and expenses that you have incurred, with our approval for the recovery of these objects.
- **After payment of the indemnity**, you will have, starting from the date of recovery, a period of thirty days to opt for either taking back or relinquishing all or a portion of the objects found. In case of non- respect of this time-frame, the goods shall become our property.

In case of return of the items, the settlement will be revised to reflect the value of the items returned as of the day of recovery and you will have the obligation of returning, if applicable, the excess indemnity that you have received.

Once you learn that a person holds a stolen or lost item, you must notify us of this within eight days.

## (7) INDEMNISATION

The indemnification is exclusively sent to either your attention or that of your beneficiaries.

The indemnity is calculated:

- Based on the replacement value, depreciation deducted, if the property is a total loss,
- Based on the cost of repair, to the limit of the replacement value, depreciation deducted, if the property has only undergone partial damage.

## (8) EXCLUSIONS

The exclusions common to all guarantees of the present convention are applicable.

In addition, other exclusions include:

- Theft and destruction of baggage occurring at the domicile of the beneficiary.
- Cash, bank notes, securities and values of any kind, transport tickets, documents, business papers, magnetic cards, credit cards, passports and other pieces of identification.
- Material of a professional nature.
- Perfumes, perishable goods, cigarettes, cigars, wine, alcohol and spirits and in general beauty products and food products.
- Prostheses of any kind, devices, glasses and contact lenses, medical equipment, unless it is damaged within the framework of serious bodily harm.
- Thefts committed without break-in at any premises used for habitation not respecting the three following conditions: closed, covered and locked.
- Thefts of any kind of destruction at campgrounds, in hangars, on pleasure boats for private use, caravans and trailers.
- Car radios.
- Pictures, objects of art and of artisanal fabrication, antiques and musical instruments.
- CD's, video games and their accessories.
- All sports equipment with the exception of rifles and golf clubs.
- Animals.
- Goods entrusted to third parties or which are under the responsibility of third parties such as depositaries; however, baggage remitted to a transporter or entrusted to a tour or hotel operator is not considered as being entrusted to third parties.
- Theft or destruction of baggage left unmonitored in a public place or in an area made available to several occupants.
- Destruction due to a hidden defect, normal or natural wear or that caused by rodents, insects and vermin.
- Destruction due to the influence of the temperature or light or resulting from the flow of liquids, greasy matter, colorants, corrosives, flammables or explosives contained in the insured baggage.
- Deterioration resulting from scratches, scuffs, tears or stains.
- The deterioration of fragile objects such as, glass-works, mirrors, porcelain, terra cotta, statues, ceramics, earthenware, crystal, alabaster, wax, stoneware, marble and all similar objects, unless they result from a theft or an attempted theft.
- Any loss caused by your personnel in exercising their functions.
- Seizure, embargo, confiscation, capture, destruction or sequestration, ordered by any public authority.
- The absence hazards (hazard refers to an event that is sudden, unforeseeable and independent of the will of the insured).

## DELAYED DELIVERY OF BAGGAGE BY MORE THAN 24 HOURS

### (1) PURPOSE OF THE GUARANTEE

The guarantee serves to compensate you in case your baggage is not remitted to you at the airport or train station of destination of your trip or if it was returned to you more than 24 hours late, provided that it was duly registered and placed under the responsibility of the transporter to be transported at the same time as you.

### (2) AMOUNT OF THE GUARANTEE

You are indemnified for your expenses of primary necessity (change of clothes, toiletry items) purchased in the 4 days after the official time of arrival indicated on the transport ticket.

Our coverage is limited per beneficiary and per trip to the amounts indicated in the special conditions.

These amounts constitute ceilings of guarantee per beneficiary and per trip regardless of the number of delays observed. **Under no circumstances is this guarantee granted for the return trip. This guarantee may not be combined with the "Loss, Theft or damage of baggage" guarantee.**

### (3) PROCEDURE OF DECLARATION

You must immediately declare the delay of your baggage to the competent person with the transport company **and notify us in the 5 business days following the end date of your trip** by conforming to the procedure of declaration as described in "Procedure of declaration of incident for insurance guarantees".

Your declaration must include the following information:

- Your last name, first name and address
- Convention number

We will send you the information to be gathered. This must be returned to us completed by attaching:

- A copy of the convention
- Your declaration of incident with the transporter
- The original invoices for the purchases of primary necessity
- The original of the "irrégularités bagages" (baggage irregularities) report issued by the competent baggage services
- The original of the attestation of delivery

### (4) EXCLUSIONS

The exclusions common to all guarantees of the present convention are applicable.

In addition, other exclusions include:

- Seizure, embargo, confiscation, capture, destruction or sequestration, ordered by any public authority.
- Reimbursements for objects of primary necessity purchased more than 4 days after the official time of arrival indicated on the transport ticket or purchased after remittance of the baggage by the transporter.
- Delays occurring during your return to your domicile, including during connections.

## «COMPENSATORY TRAVEL» & «TRIP INTERRUPTION»

## COMPENSATORY TRAVEL

### (1) PURPOSE OF THE GUARANTEE

The guarantee serves to compensate you, a member of your family or a single person who is not a member of your family who accompanies you at the time of your medical repatriation and designated under the same particular conditions as you, for the losses that result from the interruption of your trip following medical repatriation occurring during the first half of your trip (once you have arrived at the destination for your trip).

**You are compensated if your medical repatriation involved an intervention by our services.**

### (2) NATURE OF THE GUARANTEE

Following serious bodily harm, if you have been repatriated during the first half of your trip, we propose to offer you:

- Either a voucher valid for 12 months, starting from its date of availability, at the agency where you purchased your trip;
- Or land services not used as defined within the framework of the "trip interruption" guarantee.

One of the members of your family designated under the same particular conditions as you or a single person who is not a family member designated under the same particular conditions as you, accompanying you during your repatriation may also benefit from the compensatory travel.

The other beneficiaries designated under the same particular conditions as you and accompanying you at the time of your repatriation benefit from the reimbursement of the land services not used at the time that they had to interrupt their trip.

### (3) AMOUNT OF THE "COMPENSATORY TRAVEL" GUARANTEE

The voucher has the same value as your initial trip.

### (4) PROCEDURE OF DECLARATION

The procedure of declaration is identical to that described within the framework of the "trip interruption" guarantee.

## TRIP INTERRUPTION

### (1) PURPOSE OF THE GUARANTEE

The guarantee serves to compensate you, a member of your family or a single person who is not a member of your family who accompanies you, and who are designated under the same particular conditions as you, for losses that result from the interruption of your trip (once you have arrived at the destination for your trip) following the occurrence one of the events mentioned hereafter during your trip.

**You are compensated if the causal events mentioned in paragraph 3 of the present guarantee resulted in the intervention of our services.**

If the "Compensatory Travel" guarantee was granted to you and to a person accompanying you, you may not benefit from the present "Trip interruption" guarantee.

## (2) AMOUNT OF THE GUARANTEE

You are indemnified for the land services bought from your travel agency and not consumed following the interruption of your stay (expenses for stay and courses, packages), transport expenses not included.

This indemnification is calculated starting from the day after the insured services have been totally relinquished and is proportional to the number of trip days not used.

In this case, you are indemnified to the limit of the amounts indicated in the special conditions.

## (3) CAUSAL EVENTS FOR THE GUARANTEE

The guarantee is exclusively granted in case of the occurrence of one of the following events during the duration of the stay indicated in the particular conditions (once you have arrived at the destination of your trip):

- Your medical repatriation under the "Medical repatriation" guarantee,
- Your repatriation under the "Return of beneficiaries" guarantee,
- Your "early return" under the guarantee of the same name,
- The early interruption of your trip following sanitary troubles at destination, only on official and express demand of your government to leave the country.

## (4) PROCEDURE OF DECLARATION

- **Within the 5 business days following the end date of your trip, you or one of your beneficiaries must send us your declaration of incident for interruption and the reasons that justify it by adhering to the declaration procedure as described in "Procedure of declaration of incident for insurance guarantees".**
- Your declaration must include the following information:
  - your last name, first name and address
  - convention number
  - precise reason justifying the interruption of your trip
  - name of your travel agency
  - name and case number of the provider of assistance

**We will send you the information to be gathered. This must be returned to us completed by attaching:**

- the initial medical certificate specifying the date and nature of the serious bodily harm, in a confidential envelope to our Medical Director or, depending on the case, the death certificate, the report from the police authorities, the assessment report or the notice-to-appear.
- The original of the paid invoice issued at the time of registration for the trip;
- The originals of the transport tickets not used and not reimbursable by the trip organizer and/or its service provider.

## CIVIL LIABILITY

### (1) DEFINITIONS SPECIFIC TO THE CIVIL LIABILITY GUARANTEE

#### INSURED

The Beneficiary, defined in "Article 4. Definitions" of the present convention, and any person for which he is civilly responsible by virtue of common law.

For tenant Civil Liability, it is specified that the co-tenant is also Insured.

#### WATER DAMAGE

Any accidental leak, overflow of conduits that are not underground and any equipment that operates using water.

#### DOMICILE

It is located in France, in another country of the European Union or in Switzerland, Liechtenstein or in Norway.

#### BODILY HARM

Any harm to the physical integrity of persons.

#### CONSECUTIVE CONSEQUENTIAL LOSS

Any loss other than bodily harm or property damage that is the direct consequence of the covered bodily harm or property damage.

#### PROPERTY DAMAGE

Any damage or destruction of a thing or substance; any physical harm to animals. **Theft is not assimilated to property damage.**

#### EXPLOSION

The sudden and violent action from the pressure or depression of gas or vapours.

#### CAUSAL EVENT

Causal event refers to the act, action or event at the origin of the harm caused to the victim.

#### FIRE

Combustion with flames outside of a normal hearth.

#### DISPUTE

A situation of conflict or difference that leads the Insured to assert a right, or defend itself before a jurisdiction, satisfying the conditions of the "Penal defence and Recourse" guarantee.

#### STAY

Any stay occurring for personal or professional reasons in a building used for habitation, built and covered by hard materials, either at a campground, or in a hotel room or boarding establishment, occupied on a temporary basis.

## CLAIM

All losses attributable to the same causal event, of a nature to lead to application of the present guarantee.

## THIRD PARTY

Any person other than the Insured.

## VOYAGE

Movement, for person or professional reasons, from the place of domicile to the place of the stay, and vice-versa.

## (2) CIVIL LIABILITY IN PRIVATE LIFE

### PURPOSE OF THE GUARANTEE

The guarantee covers the Insured against the financial consequences of civil liability that may be incumbent upon him abroad, in application of the legislation or jurisprudence of the country in which he is located, due to bodily harm, property damage and consequential losses resulting from an accident which occurred in his private life and caused to a third party due to his own actions or the actions of things or animals left in his custody.

However, the present guarantee may under no circumstances replace one that may have to be subscribed abroad, in conformity with local legislation in effect, with certified Insurers in the nation in question.

### AMOUNT OF THE GUARANTEE

The guarantee is granted to the limit of the ceilings appearing in the table hereafter, being specified that the limit per claim constitutes the maximum amount guaranteed for the same event, all bodily harm, property damage and consequential losses combined, regardless of the number of victims.

When the same claim involves the application of several different guarantees simultaneously, the maximum commitment of the insurer does not exceed, for all Losses, the highest of the amounts specified for these guarantees.

NATURE OF COVER	LIMITS PER CLAIM	DEDUCTIBLE PER CLAIM
All Losses bodily harm, property damage and consequential losses consecutive combined	€4,500,000	–
Including:		
Bodily harm other than that occurring in the USA / CANADA	€4,500,000	–
Bodily harm occurring in the USA / CANADA	€1,000,000	–
Property damage and consequential losses consecutive	€45,000	€150

It is specified that these amounts shall apply:

- after application of the amounts of the guarantees of the Civil Liability Insurance contract of which the Insured benefits elsewhere,
- as of the 1st euro when the in-kind guarantees are lacking under the Civil Liability contract of which the Insured benefits elsewhere or when the Insured does not benefit from a contract elsewhere.

## (3) TENANT CIVIL LIABILITY

### PURPOSE OF THE GUARANTEE

The guarantee covers the Insured against the pecuniary consequences of civil liability that may be incumbent upon him due to property damage and consequential losses caused by fire, explosions, ejections of flames or sparks, water damage occurring during a stay of less than 30 consecutive days or during a vacation rental of less than 30 consecutive days:

- to the immovable property covered by the rental contract;
- to the movable property located inside the lodging rented furnished, listed in the inventory attached to the rental contract;

Vis à vis:

- the owner of the rented or occupied premises:
  - for property damage caused to his property and to the furnishings in the space that the Insured occupies,
  - for the rents of which he is deprived and the loss of use of the space that he occupies,
  - for property damage endured by the other tenants which he is required to indemnify (tenant disturbance) of neighbours and third parties:
- of neighbours and third parties:
  - for property damage and consequential loss they suffer when the Damage is due to fire or water.

However, the present guarantee may under no circumstances replace one that may have to be subscribed abroad, in conformity with local legislation in effect, with certified Insurers in the nation in question.

## AMOUNT OF THE GUARANTEE:

This guarantee is exercised up to the following limit amounts:

NATURE OF COVER	LIMITS PER CLAIM	DEDUCTIBLE PER CLAIM
PROPERTY DAMAGE AND CONSEQUENTIAL LOSSES COMBINED caused to the movable and immovable property covered by the rental contract	€500,000 Including the expenses for defence and procedure in case of a covered incident	€500
Including:  Damage caused to the movable property listed in the inventory attached to the rental contract	€10,000	€500

The maximum commitment of the Insurer may not exceed €750,000 per insurance year for all rentals.

It is specified that these amounts shall apply:

- after application of the amounts of the guarantees of the Civil Liability Insurance contract of which the Insured benefits elsewhere;
- as of the 1<sup>st</sup> euro when the in-kind guarantees are lacking under the Civil Liability contract of which the Insured benefits elsewhere or when the Insured does not benefit from a contract elsewhere.

## (4) DEFENCE AND RECOURSE

### DEFENCE OF CIVIC INTERESTS

Abroad, this guarantee serves:

- for the defence of the Insured before any jurisdiction due to action or claims that could involve application of the civil liability coverage of the present convention
- and to cover the legal charges and fees for a representative chosen by common accord in case of court action.

The Insurer becomes involved when the dispute surpasses the threshold of intervention defined in paragraph "d - Amount of the guarantee for Defence and Recourse" and to the limit of the ceilings defined in the same paragraph.

The following are not covered:

- actions in defence which are not related to the covered activities and risks;
- actions of a penal nature, unless in application of the paragraph "b - Penal Defence and Recourse" hereafter.

When the action is exercised at the same time in the interest of the Insurer, i.e., when the losses are covered under the present contract and are greater than the Deductible indicated in paragraph "d- Amount of the guarantee for defence and recourse".

## PENAL DEFENCE AND RECOURSE

### Penal defence

The guarantee applies to the cost and organization of the defence of the Insured, when he is summoned for a penal cause before a jurisdiction in a country where the guarantee is exercised, and this summons involves losses covered under the present contract that are greater than the threshold of intervention.

The Insurer agrees to handle the defence of the Insured under the same conditions and limits as for the civil defence specified in the paragraph above.

### Recourse

The Insurer presents a claim to a responsible third party with a view to obtaining voluntary remedy of the harm of the Insured following an event covered by the present convention, to the extent that the amount of the dispute exceeds the threshold of intervention defined in the paragraph "d- Amount of the guarantee for defence and recourse".

### SERVICES PROVIDED AND EXPENSES COVERED

On the occasion of the occurrence of a covered dispute, the Insurer agrees to:

- provide to the Insured, after examination of the case, all advice regarding the extent of his rights and the manner of presenting his request or organizing his defence;
- proceed with any procedure or operation seeking to end the dispute amicably;
- have the interests of the Insured defended in court and follow the execution of the decision obtained.

When a lawyer is called upon to negotiate the dispute, assist or represent the Insured in court, this latter party may:

- either entrust his interests to the lawyer of his choice,
- or mandate the Insurer to designate the lawyer charged with defending his interests

Furthermore, the Insured is free to choose his lawyer each time a conflict of interest occurs between himself and the Insurer.

On the occasion of the occurrence of a covered dispute, the Insurer accepts responsibility, to the limit of the ceiling appearing in the paragraph below, for:

- the expenses for the gathering of information such as expenses for investigation, costs for police reports or official observation reports obtained by the Insurer or with his approval;
- the fees of experts or technicians designated by the Insurer or chosen with his approval;
- the expenses that may be assessed and the fees of lawyers, special counsel and auxiliaries of justice, as well as other expenses that may be assessed;
- fees and non-taxable expenses of lawyers under the conditions hereafter:

When the Insured entrusts the defence of his interests to the lawyer of his choice, the fees and non-taxable expenses are set by common accord between the lawyer and the Insured. The Insurer, provided that the Insured has informed it under the conditions specified in the Information paragraph of the Insurer, takes responsibility for the expenses and fees incurred by the Insured upon presentation of the paid invoices accompanied by the decision rendered of by the settlement agreement signed by the parties to the dispute, to the limit of the ceiling indicated in paragraph "d-Amount of the guarantee for defence and recourse". This ceiling includes the various expenses (travel, secretarial

services, photocopies) and taxes.

In case of payment by the Insured of a first provision to the lawyer of his choice, the Insurer agrees, to the limit of said provision, to pay an advance to the Insured, with the balance being paid in the manner specified in case of free choice of the lawyer.

#### AMOUNT OF THE GUARANTEE FOR DEFENCE AND RECOURSE

	LIMITS	TRESHOLD
Defence and recourse	€20,000 /dispute	€380 /dispute

#### Procedure of declaration

The Insured must declare the dispute to the Insurer in the 5 days following the event, by indicating the reference information of his contract and the eventual existence of other contracts covering the same risk.

This declaration must be made to the Insurer in writing, preferable by registered letter, and be accompanied by all information and documents useful for investigation of the case.

The Insured must send the Insurer, upon receipt, all notices, letters, notices-to-appear, official documents, summonses and procedural items that could be sent, remitted or served to him.

Furthermore, in order to permit the Insurer to give its opinion on the appropriateness of compromising or taking court action, the Insured must, under penalty of non-coverage:

- declare the dispute to the Insurer before entrusting his interests to a lawyer,
- inform the Insurer at each new stage of the procedure.

Once informed about all details of the dispute and at each stage of resolving it, the Insurer expresses its opinion on the appropriateness of compromising, engaging or pursuing legal action, by petition or in defence, with cases of disagreement being settled in the manner specified in the paragraph "Settlement of disagreement" hereafter.

When the Insured makes inexact declarations in bad faith about the facts, events or situation that are at the origin of the dispute, or generally any element which may serve to resolve a dispute or, the Insured completely forfeits any right to the guarantee for the dispute in question.

#### Subrogation

The Insurer is subrogated in the rights of the Insured according to the provisions specified in Article L 121-12 of the Insurance Code, notably for the recovery of amounts allocated to the Insured by the courts for expenses and under Articles 700 of the New Code of Civil Procedure, 475-1 of the Code of Penal Procedure or L 761-1 of the Code of Administrative Justice, to the limit of the amounts that it has paid directly to the Insured, or in his interest.

#### Settlement in case of disagreement

In case of disagreement between the Insured and the Insurer regarding the legal rights of the Insured or regarding the measures to be taken to settle a dispute, this difficulty may be submitted, at the request of the Insured, for the consideration of a conciliator designated by common accord by the parties or, otherwise, by the Presiding Judge of the District Court ruling in summary proceedings. The expenses for the implementation of this option are the responsibility of the Insurer unless

the Presiding Judge of the Court decides otherwise when the Insured has implemented this option under abusive conditions.

If, contrary to the opinion of the Insurer or eventually to that of the conciliator, the Insured engages, at his expense, a legal procedure and obtains a solution that is more favourable than the one proposed by the Insurer or conciliator, the Insurer takes responsibility for the expenses and fees incurred by the Insured for this procedure, to the limit of the global insurance ceiling.

## (5) CONDITIONS OF APPLICATION OF THE CIVIL LIABILITY GUARANTEES

### DECLARATION OF INCIDENT

The Insured agrees to take all necessary measures to prevent losses which could lead to application of the guarantees of the contract.

He must:

- declare to the Insurer, in writing or orally in exchange for a discharge, any incident within a period of five business days following the date on which he became aware of it. **If he does not respect this timeframe, the Insurer is within its rights to invoke forfeiture of the guarantee for this incident if it is established that the delay in declaration caused it harm;**
- forfeiture cannot, however, be enforced in case the delay is due to a case of force majeure;
- provide the Insurer with the name and address of the party who caused the incident, of the victim and, if possible, of the witnesses, as well as any other information and document necessary to gain a perfect understanding of the facts, nature and extent of the losses and to determine the responsibilities and applicable guarantees of the present contract;
- inform the Insurer upon receipt of any letter, complaint, procedural item concerning the incident and send it the corresponding documents;
- take all necessary steps of a nature to cease the cause of the incident and to reduce the consequences of it.

**If the Insured does not respect these obligations - except in a case of force majeure - the Insurer is within its rights to require an indemnity in proportion to the prejudice that results for it from this. If the Insured intentionally makes a false declaration about the nature, causes, circumstances and consequences of an incident, the Insurer is within its rights to invoke forfeiture of the guarantee for this incident.**

## INVESTIGATION AND SETTLEMENT OF CLAIMS

### In case of settlement

Only the Insurer has the right to compromise with the harmed third party.

No recognition of responsibility or settlement in which it is not involved is enforceable against it.

### In case of judicial action

The Insurer handles the defence of the Insured, directs the trial and is free to exercise avenues of recourse, including before the criminal courts when the victim(s) has not been paid off.

However, it can only exercise recourse before criminal jurisdictions with the approval of the person who is insured as civilly liable if he is summoned as expected. This approval shall be dispensed with if only civil interests are at stake or if the penal condemnation is definitive.

### Unenforceability of forfeitures on harmed persons or their beneficiaries

No forfeiture motivated by a breach of the Insured of his obligations, committed after the incident, is enforceable against harmed persons or their beneficiaries. The Insurer nonetheless retains the option of taking action against the Insured for reimbursement of all sums that it could have paid or placed in reserve.

## PAYMENT

Indemnities are payable in euros. In case the amount of the indemnity was set in foreign currency, the payment is made in euros at the official exchange rate on the payment date.

## DURATION OF THE GUARANTEES

The guarantees are exercised for the losses occurring abroad for the duration of the stay of the Insured and only in the country where the Insured does not benefit from civil liability insurance subscribed elsewhere.

## CONDITIONS OF APPLICATION OF THE GUARANTEE OVER TIME

The guarantee is triggered by the causal event in conformity with the provisions of Article L124-5 of the Insurance Code. The guarantee applies when the causal event occurs between the initial effective date of the guarantee and its date of cancellation or expiration, regardless of the dates of the other details of the incident.

## (6) EXCLUSIONS SPECIFIC TO THE CIVIL LIABILITY INSURANCE GUARANTEE

The exclusions common to all guarantees are applicable, as well as the consequences:

- Of harm caused to persons having the capacity of Insured under the present contract.
- Of harm caused to animals or objects belonging to the Insured or which are loaned to him or left in his custody.
- Of losses resulting from theft, disappearance or embezzlement.
- Of losses resulting from an abuse of trust, slander or defamation.
- Of losses caused by:
  - Any motorized land vehicle according to the definition of Article L 211-1 of the Insurance Code,
  - Any land vehicle built to be hitched to a motorized land vehicle,
  - Any equipment for air, sea or river navigation.
- Of losses resulting from the practice of hunting, all mechanical sports (automobile, motorcycle and generally any motorized land vehicle), all aerial sports.
- Of losses caused to third parties and resulting from the organization, preparation or participation in a competition organized under the aegis of a sports federation, subject to authorization or administrative declaration or to a legal obligation of insurance.
- Of losses occurring during the professional activity of the Insured or during his participation in events organized by an association formed under the law of 1901, a local or territorial community.
- Of the consequences of any disputes vis-à-vis the co-contracting parties of the Insured in his private life.
- Of the responsibility that the Insured may risk due to a fire, explosion or water damage.
- Of the losses resulting from the personal civil liability of the Insured as the perpetrator of actions committed under the effects of narcotics, in a state of drunkenness or alcoholic intoxication, or resulting from the participation in a bet, a challenge or a fight.
- Of the losses provoked by an intentional or fraudulent act on the part of the Insured.
- Of climatic events such as storms or hurricanes, floods, earthquakes, collapse or slide of the ground.
- Household or smoking accidents.
- Secondary residences of which the Insured is the owner, co-owner or year-round tenant, sports fields when the Insured is the co-owner of it.
- The expenses for repair or replacement of the conduits, faucets and equipment integrated into the water and heating installations, when they are at the origin of the incident.

In addition, fines (including those having the nature of civil remedy), penalties and, in the United States of America, financial sanctions pronounced under the name of "punitive damages" and "exemplary damages", as well as any related expenses are never guaranteed.

Accidents incurring in any country which The French ministry of foreign affairs or the World Health Organisation, has advised against travel.

## INDIVIDUAL ACCIDENTS

### (1) DEFINITIONS SPECIFIC TO INDIVIDUAL INSURANCE FOR ACCIDENTS

#### ACCIDENT

Any bodily harm that was not intentional on the part of the Insured, resulting from action that was sudden, unforeseen and due to an external cause resulting in either:

- the death of the Insured in the 24 months following the accident;
- infirmity observed within a period of 6 months following the accident.

**The sudden occurrence of an illness may not be considered as an accident.**

An accident is considered to be bodily harm endured following:

- accidents resulting from medical treatment, surgical operations or injuries caused by X-rays, radium and other radioactive bodies when they are the consequence of treatment or care prescribed medically;
- drowning, asphyxia, hypothermia, electrocution, fall, lightning, bites or stings from animals;
- absorption of venomous or corrosive substances or spoiled food ingested by mistake or due to the intentional action of a third party;
- blasts of flame, vapours or acids.

**The following are not considered as accidents: disc hernias or other hernias, lumbago, sciatica and affections referred to as "sprained back", heart attacks, regardless of the cause, coronary affections, ruptured aneurisms, cerebral embolisms, subarachnoid haemorrhage, neuritis reaching the nerve of the traumatized region.**

#### INSURED

Any natural person, designated by name by the Insurer, for whom the risk of death or invalidity is assumed.

#### SCALE

Scale serving as the basis of determination of the degree of disability.

#### CONSOLIDATION

Stabilization of the condition of health of the Insured which is not likely to change notably in favourable or unfavourable manner.

#### TOTAL OR PARTIAL PERMANENT DISABILITY

Harm assumed to be definitive to the physical or mental capacities of the Insured following an accident having occurred during the period of validity of the contract.

#### INCIDENT

Any event of a nature to result in application of the present guarantee.

## (2) "ACCIDENTAL-DEATH" INSURANCE

### PURPOSE OF THE GUARANTEE

The guarantee serves to pay a benefit in case of the death of the Insured following an accident having occurred during a covered trip.

It is specified that for application of the right to payment of the benefit, the death of the Insured must occur at the latest within the 24 months that follow the accident.

### SPECIAL PROVISION IN CASE OF DISAPPEARANCE OF THE INSURED

If the body of the Insured is not found following an airplane accident, a shipwreck, the destruction of a means of public transport or the disappearance of a means of public transport, and if no news has been received from the Insured, the other passengers or crew members in the two years that follow the event, it shall be presumed that the Insured perished after the event.

However, the capital will be able to be paid before the expiration of the period of two years, upon presentation of a judgment to declare death.

### AMOUNT OF THE GUARANTEED DEATH BENEFIT

For Insureds older than age 16 and younger than age 70, the amount of the benefit per Insured is set at a maximum of €20,000.

For Insureds younger than age 16 or older than age 70, the amount of the benefit per Insured is set at a maximum of €8,000.

### BENEFICIARIES OF THE GUARANTEED DEATH BENEFIT

The Beneficiary of the guaranteed benefit is, in order:

- the surviving spouse of the Insured, not legally separated,
- or else, the partner to whom he is bound by a civil solidarity pact,
- or else, in equal shares, the children born or to be born and those of his spouse if he had responsibility for them,
- or else, in equal shares, the father and mother of the Insured or the survivor among them,
- or else, the beneficiaries according to the devolution of estate of the Insured.

The Beneficiary of the guaranteed capital may also be any person designated by the Insured and whose identity was communicated to the Insurer. This designation may be modified at any time by the Insured by registered letter with confirmation of receipt sent to the Insurer. The modification takes effect on the date that the registered letter is sent, with the stamp of the postal service being deemed as proof.

In case of the death of the Beneficiary designated by name and if no new assignment of to a determined Beneficiary was duly communicated to the Insurer before the amounts due become payable, these amounts are paid to the Beneficiary in conformity with the order defined in item 2 of the present paragraph.

### DECLARATION OF INCIDENT

The Beneficiary or his beneficiaries must declare the incident in the 30 days following the date of the accident having provoked the application of the guarantee or, in case of hindrance, the date on which he became aware of it.

Beyond this timeframe, if the Insurer endures any prejudice due to this late declaration, the Beneficiary loses to right to the guarantee, unless the delay is the consequence of force majeure.

The declaration is also sent by registered letter with confirmation of receipt to the following address:



**AON FRANCE /  
CHAPKA ASSURANCES**  
Gestion Sinistres

31-35 rue de la Fédération  
75015 Paris - France

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

By Phone : +33 1 74 85 50 50

The declaration of incident must be accompanied by the following supporting documents:

- the nature, circumstances and location of the accident having led to the death and justifying the request;
- the death certificate;
- a copy of the birth certificate of the Insured;
- if applicable, the Hospitalization report;
- the medical certificate including the date of first medical intervention, the detailed description of the nature of the injuries and of the care, as well as the consequences that could result from them;
- any document making it possible to attest to the capacity of the Beneficiary (copy of a piece of identification, civil solidarity pact, family record book, etc.);
- the last and first names and address of the third party responsible for the accident and, if possible, of the witnesses, indicating whether a ticket or report was established by the authorities.

The Insurer reserves the right to request any additional document that it deems necessary.

**Any false declaration on the nature, circumstances, causes or consequences of the incident results in forfeiture by the Beneficiary of any right to the guarantee.**

**PAYMENT OF THE DEATH BENEFIT**

The Death benefit is paid to the Beneficiary by the Insurer in the 60 days following receipt of all necessary supporting documents.

Payment is made in euros.

**(3) INSURANCE FOR TOTAL OR PARTIAL PERMANENT DISABILITY FOLLOWING AN ACCIDENT**

**PURPOSE OF THE GUARANTEE**

The guarantee serves to pay indemnification in case of permanent total or partial disability of the Insured following an accident having occurred during a covered trip.

**The minimum rate of infirmity taken into consideration to grant rights is set at 10% according to the Scale.**

To grant the right to payment of indemnification, the bodily harm must be observed within a period of 6 months following the accident.

**AMOUNT OF INDEMNIFICATION "PERMANENTE ACCIDENTAL DISABILITY" GUARANTEED**

For Insureds older than age 16 and younger than age 70, the amount of indemnification per Insured is set at a

maximum of €20,000.

For Insureds younger than age 16 or older than age 70, the amount of indemnification per Insured is set at a maximum of €8,000.

The amount of indemnification is equal to the product of the following terms:

- the rate of disability determined by the Scale, this rate being estimated based on the capacity existing on the date of acceptance for the insurance and et
- the amount of capital insured.

COMPLETE LOSS	LEFT	RIGHT
of the arm, forearm, or hand	60%	50%
of the thumb	20%	15%
of the index	15%	10%
of the other finger	8%	5%
Two fingers other than thumb and forefinger	12%	8%
A leg above the knee		50%
A knee of the leg and below		45%
Big toe		5%
Other toe		1%
A foot		40%
total and incurable insanity complete blindness, total or permanent paralysis amputation or loss of use of two limbs		100%
complete loss of vision in one eye		25%
Total incurable deafness in both ears		40%
Total incurable deafness in one ear		15%

**CONDITIONS OF APPLICATION OF THE SCALE**

The degree of disability is determined based on the abovementioned Scale, without taking into account the profession of the Insured.

The Insured must, upon stabilization of his condition, provide proof of his total or partial disability by means of any document of a nature to permit the Insurer to accurately evaluate his condition and determine the rate disability to be retained.

The degree of disability is determined definitively and without the possibility of revision once the Insured has stabilized and at the latest in the period of three years following the date of the accident.

In the case of infirmity not specified on the Scale, the rates of disability are set by comparison with the cases listed.

Regarding pre-existing infirmities:

- for the members or organs already injured, the rate of disability is determined with deduction taken for the previous disability.
- when the consequences of an accident are aggravated by an existing condition of health, the rate of disability is evaluated not based on the effective consequences of the accident, but on those that this accident would have had on a person in good health.

If the Insured is left-handed, the rate of disability specified on the Scale, for the various infirmities of the upper right member and of the upper left member will be inverted.

For multiple infirmities coming from either the same accident, or successive accidents, each infirmity is evaluated separately without, however, the addition of the rates of partial infirmity concerning the same member or organ being able to exceed the rate resulting from its total loss. In any event, the overall sum of the partial infirmities is limited to 100%, with the total capital or the last partial capital, in case of successive accidents, being calculated as a result.

#### DECLARATION OF INCIDENT

The Insured or his beneficiaries must declare the incident in the 30 days following the date of the accident having provoked the application of the guarantee or, in case of hindrance, the date on which he became aware of it.

Beyond this timeframe, if the Insurer endures any prejudice due to this late declaration, the Beneficiary loses the right to the guarantee, unless the delay is the consequence of force majeure.

The declaration is also sent by registered letter with confirmation of receipt to the following address:



**AON FRANCE /  
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Gestion Sinistres

31-35 rue de la Fédération  
75015 Paris - France

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

By Phone : +33 1 74 85 50 50

The declaration of incident must be accompanied by the following supporting documents:

- the nature, circumstances, date and location of the accident having led to application of the guarantee;
- a copy of a piece of identification making it possible to attest to the capacity of the Insured;
- a copy of the birth certificate of the Insured;
- the Hospitalization report;
- the medical certificate including the date of first medical intervention, the detailed description of the nature of the injuries and of the care, as well as the consequences that could eventually result from them;
- the definitive notification of award of a disability allowance or permanent pension for disability in case of a job-related accident, issued by the Social Security Administration when benefits begin;
- the last and first names and address of the third party responsible for the accident and, if possible, of the witnesses, indicating whether a ticket or report was established by the authorities;
- the certificate of consolidation of the Insured

The Insurer reserves the right to request any additional document that it deems necessary.

**Any false declaration on the nature, circumstances, causes or consequences of the incident results in forfeiture by the Beneficiary of any right to the guarantee.**

**THE MEDICAL DOCUMENTS MUST BE SENT, IN A CLOSED ENVELOPE, TO THE ATTENTION OF THE MEDICAL ADVISOR OF THE INSURER.**

The Insured is required to submit, each time that the Insurer deems it useful, to an examination by a doctor that it has designated, under penalty, in case of refusal, of losing the benefit of the guarantee.

#### CONTROL BY THE INSURER

In all cases and at any time the Insurer reserves the right to designate the medical expert of its choice to confirm that the condition of health of the Insured effectively enters into the framework of the guarantees stated in the contract.

The Insured will have to remain available and accessible to the doctor of the Insurer, who will be able to receive any document that he deems necessary for analysis of the health of the Insured. Otherwise, the Insured shall forfeit the right to any indemnity.

It is understood that the decisions taken by the Social Security Administration and the medical certificates necessary for application of the guarantees are not enforceable against the Insurer.

#### PAYMENT OF THE "PERMANENT ACCIDENTAL DISABILITY" INDEMNIFICATION

Payment of the "Permanent Accidental Disability" indemnification Permanent Accidental Disability is paid to the Insured by the Insurer in the 60 days following receipt of all necessary supporting documentation.

Payment is made in euros.

At the request of the Insured, if agreement of the parties on the definitive rate of disability has not been reached or if consolidation has not occurred upon expiration of a period of one year following the date of declaration of the incident, partial payments may be made to him.

#### LIMITATION OF GUARANTEE

The amount of the Death benefit may not be combined with that of the Permanent Accidental Disability indemnification. The indemnities paid under permanent accidental disability are deducted from those paid as the Death benefit if the death follows the same accident.

#### (4) MAXIMUM COMMITMENT

In case the guarantee is exercised in favour of several Beneficiary victims of the same accident caused by the same event at the same time, the maximum commitment of the Insurer may not exceed €2,500,000 for all indemnities owed for Death benefits and Permanent Accidental Disability.

As a result, it is understood that the indemnities owed shall be reduced and paid proportionally.

## (5) SUBROGATION

After payment of the amounts insured in case of "DEATH", no recourse is possible against the party responsible for the incident, in conformity with Article L 131-2 of the Insurance Code.

After payment of the amounts insured in case of "PERMANENT DISABILITY", the Insurer benefits from recourse under subrogation against the party responsible for the incident.

## (6) EXCLUSIONS SPECIFIC TO THE INDIVIDUAL ACCIDENTS INSURANCE GUARANTEE

The exclusions common to all guarantees are applicable.

Other exclusions include accidents occurring during professional life for the following professions:

- Aircraft pilot or navigation personnel.
  - Worker on petroleum or gas platforms.
  - Humanitarian worker.
  - Accidents occurring in Iran, Iraq, Somalia, Afghanistan and North Korea are also excluded.
- In addition, the consequences of the following are excluded:
- Illness.
  - Alcoholism, manifest drunkenness, high blood alcohol rate.
  - The use of drugs, narcotics, medications or tranquilizers without a medical prescription.
  - Suicide or attempted suicide.
  - Civil or foreign war, insurrection, as well as the operations of maintaining order within the framework of the resolutions of the UN or another similar institution, as well as operations keeping the peace.
  - An accident having incurred during a trip or stay in a region or country not recommended for travel by the French ministry of foreign affairs.
  - Active participation of the Insured in riots, popular movements, acts of sabotage, intentional crimes or offenses, fights except in a case of legitimate defence, attack, act of terrorism.
  - Accidents having occurred before the effective date of the guarantee of the Insured.
  - An intentional act by the Insured, the Beneficiary or the subscriber.
  - A beauty treatment and/or plastic surgery not following a covered accident and their aftermath and consequences.
  - An accident resulting:
    - from any nuclear combustible, product or radioactive waste,
    - from any machine intended to radiate or explode by modification of the nucleus of the atom, as well as their decontamination.
  - Direct or indirect action by any biological agent.
  - An accident resulting from air navigation, unless in the capacity of passenger on a regular airline or aboard equipment having a valid certificate of navigability and whose pilot possesses a certificate and a regulatory license.

- Practice of the following activities:
  - Aerial acrobatics,
  - Parachuting, microlight flying, hang-gliding, paragliding or similar apparatus,
  - Trials, training or participation in contests or competitions involving the use of motorized vehicles or crafts,
  - Sports in competition,
  - Professional sports,
  - Attempts to win records, or bets of any kind.
- Treatments of any kind.
- Negligence, absence of care or the use of empirical care without medical control (except in a case of force majeure). The guarantees are then paid based on the consequences that the accident would have had on a person cared for according to standard procedures.
- Neurological, psychiatric or psychological afflictions.

## ASSISTANCE AT THE DOMICILE IN FRANCE AFTER REPATRIATION

### PROVISIONS COMMON TO THE GUARANTEES OF ASSISTANCE AT THE DOMICILE IN FRANCE AFTER REPATRIATION:

The guarantees apply only:

- when your domicile is located in France,
- when your medical repatriation following serious bodily harm has been organized by our services,
- the request is formulated in the 5 days following your return to your domicile.

### HOUSEHOLD ASSISTANCE

If you are alone at your domicile in France, we look for and pay for the services of a household assistance for the duration of your immobilisation.

The household assistant will be responsible for carrying out daily tasks.

We take responsibility for the number of hours indicated in the special conditions in the 15 days following the date of return to the domicile with a minimum of 2 consecutive hours per day.

Under no circumstances can our assistance exceed the duration of immobilization at the domicile.

Only the medical team of our assistance service is authorized to set the duration of presence of the household assistant after a medical assessment.

### HOME-HEALTH AIDE

At the request of the Beneficiary and upon medical prescription, we organize and take responsibility for a home-health aide to the limit of the number of hours indicated in the special conditions in the 15 days following the date of return to the domicile with a minimum of 4 consecutive hours per day.

Under no circumstances can our assistance exceed the duration of immobilization at the domicile.

Only the medical team of our assistance service is authorized to set the duration of presence of the household assistant after a medical assessment.

## CHILDCARE FOR CHILDREN UNDER AGE 15

In no one can provide care for your children under age 15 residing at your domicile during your immobilization at home, we organize and take charge of:

- either transporting one of your close friends or family residing in France to your home,
- or transporting your children to the home of one of your close friends or family residing in France,
- or having your children looked after by qualified personnel at your domicile, to the limit of the number of hours indicated in the special conditions with a minimum of 2 consecutive hours per day.

This person, based on the age of the children, will also accompany them to school. Under no circumstances can our assistance exceed the duration of immobilization at the domicile.

We take responsibility for the roundtrip transport costs and, depending on the case, the cost of accompanying the children to a close friend or family member by qualified personnel.

**We intervene at your request and we are not able to be held responsible for events which could occur during trips or while children are being looked after.**

## MEDICATION DELIVERY

If you or one of your close friends or family is unable to get around, we organize and take charge of finding and delivering medications that are indispensable to your treatment upon presentation of a medical prescription.

The cost of the medications is your responsibility.

This guarantee is limited to one intervention per event.

## ASSISTANCE WITH YOUR HOME

### DISPATCH OF A LOCKSMITH

Upon your return from your trip and in case access to your home is rendered impossible (attempted break-in, blockage of the locking systems, broken key in the lock, loss or theft of keys, slammed door), we organize and take responsibility for:

- the fees for the visit and labour of the locksmith to the limit of the amount indicated in the special conditions.

**The costs of work and parts for this intervention are your responsibility.**

- The expenses for remaking your keys to the limit of the amount indicated in the special conditions.

We reserve the right to request that you first provide proof of your capacity as an occupant of the domicile.

### LODGING AFTER AN INCIDENT AT YOUR DOMICILE

If you benefit from early return due to serious property damage requiring your indispensable presence to carry out the formalities necessary at the site of your principal residence; your agricultural operation; your professional premises and your domicile is no longer inhabitable upon your return from your trip, we allow you to benefit from temporary housing by organizing a stay at a hotel and, if necessary, by ensuring your transfer to the hotel.

We are not required to grant this guarantee if there is no hotel room available within 100 km of your domicile.

Our responsibility (room and breakfast only) is limited to the amount indicated in the special conditions subject to providing us with a copy of your declaration of incident.

This guarantee is granted within a period of 72 hours starting from the date of return from your trip.

## OPTIONAL GUARANTEE "IMPOSSIBLE DEPARTURE"

**The present guarantee applies only when it was subscribed in addition to the Security convention 2243703.**

### (1) PURPOSE

The present guarantee covers the expenses that you have incurred following the disruption of transport and for which you can justify having requested and not having been able to receive reimbursement from the transporter or tour operator contacted first. Only expenses supported by invoices will be able to be reimbursed.

**The guarantee is applied in addition to or after exhausting similar guarantees from which you may benefit with the transporter, travel agency, tour operator or issuers of payment cards.**

### (2) DEFINITIONS

#### TRANSPORTATION DISRUPTION

Incapacity of your transporter or trip organizer, following a covered event, to leave the port or airport of departure on the date and at the time specified on the ticket or trip registration form.

#### COVERED EVENTS

Fire, floods, earthquake, explosion following a natural event, tsunami, landslide, avalanche, cyclone, storm, tornado and volcanic activity.

#### PREPAID EXPENSES

Expenses paid before your trip departure: package or flight only including car rental, parking at the place of departure, excursion(s), lodging at the airport, access to airport lounges.

Package refers to: any combination of at least two of the following items sold or offered for a set price for the group of items and when the service covers a period of more than 24 hours or includes a minimum of one night:

- a) transport
- b) lodging

### (3) SERVICES PROVIDED AND EXPENSES COVERED FOR YOUR OUTGOING TRIP

1. If you miss a connection in a means of public transport of voyagers initially specified due to disruption of transport obliging you to make other arrangements to reach your final destination finale, we take responsibility, to the limit of €1,000 per person, for the additional expenses for transport and lodging that you have incurred and which are not able to be reimbursed by other means. The transport expenses covered must be from a category equivalent to that initially reserved.

2. If your international trip is cancelled by the transporter due to disturbances in transport and if no alternative is proposed to you:

- if you decide to cancel your trip and you have not been able to be reimbursed by other means, we cover the prepaid expenses for your trip not taken to the limit of €2,000 per person, with the expenses for excursions being limited to €250.
- if you decide to modify the date of your trip, we take responsibility for the expenses for modification of the reservation with the trip organizer, to the limit of €200 per person.

#### (4) EXCLUSIONS

Exclusions common to all guarantees are applicable with the exception of the exclusions relative to natural disasters, which are not applicable to the present guarantee.

In addition, incidents resulting directly or indirectly from the following are excluded:

- Any event covered by this guarantee once it is known or announced publicly on the date of reservation of the trip or of subscription of the present guarantee (if it is after the date of reservation of the trip).
- An aircraft or ship withdrawn from service (temporarily or not) for a reason independent of the events covered upon recommendation from the Civil Aviation Authority, a port Administration or a similar organization regardless of its country of origin.
- A refusal of embarkation due to the consumption of drugs, alcohol or violent or unruly behaviour on your part or on the part of a person accompanying you.
- A refusal of embarkation due to your inability to provide a valid passport, visa or other documents required by the transporter or its representatives.

The following are not eligible for reimbursement:

- Airport departure taxes.
- Tickets paid for with "miles" earned through a loyalty program.
- Expenses for lodging paid within the framework of shared ownership, exchange or other point system.
- The expenses that you have incurred for which you have received or are going to receive indemnification or other compensation (tickets, meals, refreshments, lodging, transfers, assistance) from the transporter, travel agency, tour operator or issuers of payment cards.
- Expenses for transport or lodging that you have incurred once the transporter or tour operator has offered you a reasonable alternative and you have refused it.
- Ordinary expenses such as meals or beverages that you would have normally incurred during your trip.
- Expenses that you have incurred although your operator or the local authorities did not deem it necessary to divert from the schedule initially planned for your package.
- Expenses incurred for persons not covered by this guarantee.

#### (5) PROCEDURE OF DECLARATION

Under penalty of forfeiture, unless in the case of unforeseen circumstances or force majeure, you must notify our Service Gestion Assurances Voyage and file your declaration of incident accompanied by all supporting documents in the 5 business days following the end date of your trip and comply with the procedure described in "Procedure of declaration of incident for insurance guarantees".

In case of trip cancellation, you must notify the trip organizer about your cancellation as soon as the covered event occurs and notify us within the 5 business days following the declaration to the trip organizer.

The declaration must include the following information:

- your last name, first name and address,
  - the convention number,
  - start and end dates for the trip or stay.
- if you miss a connection: an attestation from the transporter or its representative specifying the reason and duration of the delay, the time initially expected for arrival at the connecting airport, the time initially expected for departure of the connecting flight, the effective time of arrival at the connecting airport.
  - if your trip is cancelled: written confirmation of the cancellation and its reason established by the transporter or its representative.
  - if the flight is delayed or rerouted: an attestation from the transporter or its representative specifying the reason and duration of the delay, the time initially expected for departure and the effective time of departure.
  - a copy of the letter mentioning the refusal of indemnification of the expenses from you could benefit elsewhere (transporter, Tour Operator or travel agency, issuer of payment cards...) or a copy of the documents supporting the expenses covered by these organizations.
  - the original of the ticket and trip registration form,
  - the original of the unused ticket, if applicable.
  - the reservation confirmation and invoice of cancellation from the trip organizer.
  - the originals of the supporting documents for the unexpected expenses incurred.

#### (6) CONDITIONS OF APPLICATION

1. In case of cancellation, our coverage shall be limited to the charges for cancellation billed by the travel organization, without being able to surpass the ceiling defined in article 3 of the present document.

2. The additional expenses must correspond to a level of service similar to that of the initial prepaid trip.

3. You must obtain (at your own expense) written confirmation of the cancellation (delay - number of hours - or impossibility of embarking) and the reason established by the Transport Public de Voyageurs (public transit authority) or its representative.

4. You must send the transporter a request for indemnification for your unused ticket in conformity with the terms of its contract and/or (if applicable) of the European Regulations (or of equivalent regulations) of the rights of air passengers in case of refusal of embarkation, cancellation or flight delays.

5. The expenses incurred may be considered for coverage under only one of the guarantees described in the present document.

6. Receipts and detailed bills must be retained as documentation.

## (7) REIMBURSEMENT

The reimbursement of expenses incurred is sent directly to your attention, or to that of your beneficiaries, or to any other person upon express and written request from you.

### OPTIONAL GUARANTEE REVISION OF PRICES

This guarantee can only be sold in addition to convention 2243703 Cap Sécurité.

This option must have been subscribed on the date of registration for the trip and at the same time as the convention 2243703 Cap Sécurité.

### (1) PURPOSE

In case of revision of the price of your trip occurring between the date of your reservation and the payment of a deposit on one hand and the payment date of the balance due for your trip, on the other hand, and without this date being less than 30 days before the departure, we reimburse you for the additional costs billed by the tour operator resulting from an increase in the price of the trip related to an increase in the price of fuel or the variation of taxes and other port and airport fees.

The guarantee is only granted in the following cases:

- Increase in the price of fuel: variation in the cost of the transport ticket directly due to the increase in the cost of fuel (and measured on the basis of the average weekly WTI index) occurring between the date of reservation and the date of payment of a deposit, on one hand, and the payment of the balance due on the other hand, and without this date being less than 30 days before the departure.
- Variation in the cost of the transport ticket directly due to the increase in the cost of fuel (and measured on the basis of the average weekly WTI index) occurring between the date of reservation and the date of payment of a deposit, on one hand, and the payment of the balance due on the other hand, and without this date being less than 30 days before the departure.

### (2) SPECIFIC DEFINITIONS

**Average haul:** trip/flight to a European geographical destination or in the region of the Mediterranean.

**Long haul:** rest of the world.

### (3) TERMS AND LIMITATIONS

The present guarantee must be subscribed on the date of registration for the trip.

Only the reasons for increases stated in paragraph (1) mentioned above are covered by the present guarantee.

**Threshold of application:** We take responsibility for the additional costs between the date of reservation and the date of payment of a deposit, on one hand, and the date of payment of the balance due for the trip by the Insured on the other hand, without this date being less than 30 days before the departure, provided that the amount of this increase in the price of the trip is greater than an

Average haul: €20 per person.

Long haul: €30 per person.

## (4) AMOUNT OF THE GUARANTEE

We reimburse to the limit of €150 per Insured, with a maximum of €750 per event for all Insureds appearing on the same trip subscription form.

## (5) PROCEDURE OF DECLARATION

In the 5 business days after the billing date for the balance, you or your beneficiaries must send us your request for reimbursement by conforming to the procedure of declaration as described in "procedure of declaration of incident for insurance guarantees".

The declaration must be accompanied by the originals of the supporting documents:

For Tour Operators:

- The initial subscription form for the trip,
- The invoice notifying about the revision of the price of the trip mentioning the reason for the increase,
- The settled invoice for the trip.

For BSP tickets:

- Copies of the screens (to be requested from the tour operator) from the day of the reservation and the day of issue,
- The invoice established by the tour operator due to the increases in fuel or taxes,
- The settled invoice.

## (6) EXCLUSIONS SPECIFIC TO THE PRICE REVISION GUARANTEE

In addition to the exclusions common to all guarantees, the following are also excluded and may lead to no intervention on our part or indemnification of any kind:

- The increase of the price of the trip following the reservation of new services or following modification of your initial reservation.
- The increase in prices of the trip following the default of any kind, including financial, of the trip organizer or of the transporter, rendering execution of its contractual obligations impossible.
- The increase of the price of the trip in the 30 days preceding the departure.

### OPTION: TRIP CANCELLATION GUARANTEE IN CASE OF TERRORIST ATTACK AND NATURAL DISASTER

### (1) PURPOSE

The guarantee is granted in case of rioting, attacks or an act of terrorism or in case of a natural disaster occurring abroad, within a radius of 30 km of the location of your vacation or in the city or destination of your stay. The guarantee is extended to you in case of rioting, attacks or an act of terrorism, or in case of a natural disaster when the following conditions are satisfied:

- The event resulted in property damage and bodily harm in the city or destination of your stay,
- The French ministry of foreign affairs advises that people avoid travel to the cities or destination of your stay,
- The impossibility for the organization or authorized intermediary for your travel to offer you another location

of destination or stay in replacement,

- The date of your departure is planned less than 30 days after the date of occurrence of the event,
- No similar event has occurred in the city or destination of your stay in the 30 days preceding the reservation of your package.

## (2) LIMITS AND CONDITIONS

The compensation payable by the insurer is limited to the costs of cancellation or modification of the trip due on the date of occurrence of the event resulting in the application of the guarantee with the maximum amount provided for in the special conditions under deduction of port and air taxes related to passenger boarding, insurance premiums, visa fees and handling fees (retained by the tour operator and not reimbursed under this agreement).

## (3) DEDUCTIBLE

An excess of 20% of the amount of the claim with a minimum of 75 € per person is applied.

## (4) WHAT TO DO IN CASE OF CLAIMS

- You or your claimants must inform your travel agency of your cancellation as soon as the insured event preventing your departure occurs;

Indeed, our reimbursement is calculated based on the schedule of cancellation fees in place at the date of the first finding of the event giving rise to the benefit.

- You must notify us within 5 business days following the notification of your cancellation to your travel agency, complying with the claim notification procedure as described in Article «Procedure of declaration of incident for insurance guarantees».
- Your claim notification must include the following information:
  - your name(s), surname and address
  - the policy number
  - the specific reason motivating your cancellation (e.g. illness, accident, business reason)
  - the name of your travel agency
- We will send the application file to you or your claimants. This must be returned completed enclosing a copy of the policy and all the documents requested to justify the reason for cancellation and to assess the amount of damages (travel booking form, original invoice of the cancellation fees, the original travel documents receipts).
- **Any declaration that does not comply with the provisions laid down in this policy will result in the lapse of any right to compensation.**
- If necessary, the claim manager reserves the right to send you and bear the costs of a medical examination by a registered letter with acknowledgement of receipt.
- We reserve the right to request additional documents if necessary

## (5) EXCLUSIONS

Other exclusions included:

- Any circumstances detracting only from the enjoyment of the Insured Person's Trip
- Any event whose responsibility could be incumbent upon the trip organizer in application of headings VI and VII of law No. 92-645 of 13th July 1992 setting the conditions of exercising the activities of organizing and selling travel stays.
- Any claim due to a natural disaster or terrorist act that occurred more than 30 days before the planned trip or if the station, the city that has suffered from a natural disaster or an act of terrorism is not located 30 km from trip destination
- Any act not declared as an act of terrorism or any act of declared as an act of war, whether it has been declared or not by the French Ministry of Foreign Affairs.

## ARTICLE 6. EXCLUSIONS COMMON TO ALL GUARANTEES

Consequences and/or events resulting from the following are excluded and may lead to no intervention on our part or indemnification of any kind:

- The abusive use alcohol (blood/alcohol level higher than that established by regulations in effect), the use or absorption of medications, drugs or narcotics not prescribed medically.
- An intentional or fraudulent act on your part.
- Participation as a competitor in a competitive sport or rally resulting in national or international ranking that is organized by a sports federation for which a license is issued as well as training for the purpose of these competitions.
- Practice of any sport on a professional level.
- Participation in competitions of contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air.
- Practice of high-mountain climbing, bobsleigh, skeleton, hunting of dangerous animals.
- The practice of speleology or aerial sports including hang-gliding, paragliding, microlight operation, parachuting, hot-air ballooning, blimp operation, gliding, power-kiting, paramotor operation.
- Consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity.
- Voluntary non-observance of the regulations of the country visited or the practice of activities not authorized by the local authorities.
- Official interdictions, seizures or obligations by the public authorities.
- Civil or foreign war, rioting or popular movements, lock-out, striking, acts of terrorism or attacks, piracy, unless there is a contractual stipulation to the contrary in the option: trip cancellation guarantee in case of terrorist attack and natural disaster.
- Disintegration of an atomic nucleus,
- Explosion of devices and nuclear radioactive effects.
- The effects of pollution.
- Natural disasters and their consequences unless contractually stipulated to the contrary.
- Any intervention initiated and/or organized at state or inter- state level by any governmental or non-governmental authority.

## FRAMEWORK OF THE CONTRACT

### ARTICLE 7. RESTRICTIVE CONDITIONS OF APPLICATION

#### RESPONSIBILITY

We cannot be held responsible:

- for any loss of a professional or commercial nature that you incur following an event having necessitated our intervention.
- for the consequences of eventual delays, hindrance or professional fault of the service provider contacted.

We cannot replace local or national organizations for emergency response or research, and we do not accept responsibility for expenses incurred due to their intervention, unless otherwise contractually stipulated.

#### EXCEPTIONAL CIRCUMSTANCES

We agree to mobilize all means of action at our disposal to implement all of the guarantees specified in the convention.

Meanwhile, it is understood by common accord between the parties, that our commitment is based on an obligation of means and not of results, taking into account the context in which we could be required to provide our services. As such, we cannot be held responsible for non-execution or delays caused by civil or foreign war, declared or not, general mobilization, the requisition of persons and equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strikes, rioting, popular movement, the restriction of free circulation of property and persons regardless of the competent authority that imposes it, natural disasters, the effects of radioactivity, epidemics, any infectious or chemical risk, all cases of force majeure rendering execution of the convention impossible.

### ARTICLE 8. LEGAL FRAMEWORK

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

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

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

These activities may include:

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

b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

d. technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;

e. obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and

f. sending you feedback requests or surveys relating to our services, and other customer care communications.

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

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

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

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

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



**DATA PROTECTION OFFICER  
AXA Travel Insurance Limited**

106-108 Station Road  
Redhill, RH1 1PR  
United Kingdom

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

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

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

## SUBROGATION

AXA Assistance is subrogated in the rights and actions of any natural person or company, Beneficiary of all or a portion of the guarantees appearing in the present convention, against any third party responsible for the event having triggered its intervention, to the limit of the expenses incurred by it in execution of the present convention.

## STATUTE OF LIMITATIONS

All actions resulting from the present convention are time-barred by two years starting from the causal event, under the conditions defined by Articles L 114-1 and L 114-2 of the Insurance Code. The time limitation may be interrupted by one of the ordinary causes of interruption of the time limitation and by the designation of an expert following an incident. The interruption of the time limitation may, in addition, result from the mailing of a registered letter with confirmation of receipt by Insurer to the insured concerning the action for payment of the premium and by the insured to the Insurer as concerns payment of the indemnity.

## COMPLAINTS AND MEDIATION

In case of difficulties relative to the conditions of application of his contract, the Beneficiary must contact: AXA Assistance, ATI France, C/Tarragona N° 161, 08014 – Barcelona, España. If a disagreement remains, the Beneficiary has the option of calling upon a mediator whose contact information shall then be provided by AXA Assistance, without prejudice to other means of legal action.

## SETTLEMENT OF DISPUTES

Any dispute related to the present convention which has not resulted in amicable resolution between the parties or, if applicable, a settlement by the mediator, shall be brought before the competent jurisdiction.

## INSPECTION AUTHORITY

INTER PARTNER Assistance is subject, in its capacity as an insurance company under Belgian law, to regulation by the Banque Nationale de Belgique (Boulevard de Berlaimont 14 – 1000 Bruxelles – Belgique – TVA BE 0203.201.340 – RPM Bruxelles – [www.bnb.be](http://www.bnb.be)) as well as control in matters of protection of investors and consumers of the Autorité des services et marchés financiers (FSMA - Rue du Congrès 10-16 – 1000 Bruxelles – Belgique – [www.fmsa.be](http://www.fmsa.be))

ORIAS N°07 001 560

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

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



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