



GENERAL CONDITIONS

CAP ASSISTANCE 24/24

AXA MULTIRISK POLICY N°22 43 711

AREAS CANCELLATION POLICY N°01051162 (OPTIONAL)

SUMMARY

WHAT TO DO IN THE EVENT OF A CLAIM?

page 2

MULTIRISK

page 3

AXA Policy N°22 43 711

- ② Table of cover
- ② Preamble
- ② Insurance and assistance covers
- ② Legal framework
- ② Appendix

CANCELLATION COVERS (OPTIONAL)

page 37

AREAS Policy N°01051162

- ② Table of cover
- ② Preamble
- ② Nature and scope of the "for any reason except" trip cancellation cover
- ② General terms and conditions of the policy



WHAT TO DO IN THE EVENT OF A CLAIM?

CAP ASSISTANCE 24/24

AXA MULTIRISK POLICY N°22 43 711

AREAS CANCELLATION POLICY N°01051162 (OPTIONAL)

YOU NEED ASSISTANCE OR MEDICAL EXPENSES

HOSPITALISATION, EARLY RETURN, REPATRIATION, HOSPITAL VISITING, MEDICAL EXPENSES

Call immediately and before any intervention the assistance centre.

Indicating:

- Your contract number **N°22 43 711**;
- The reason why you need assistance;
- Your first name and surname;
- The telephone number at which the insured;
- Person can be contacted.

Call the assistance centre available 24/7:

+33 (0)1 59 20 06 36



Covers are valid only in the event of a prior call to the assistance centre

Please keep the original documents, we can request them

OTHER INSURANCE GUARANTEES

BAGGAGES, CIVIL LIABILITY, PERSONAL TRAVEL ACCIDENT INSURANCE, TRIP INTERRUPTION, CANCELLATION...

- Indicating the policy number;
- Declaring:
 - Within 2 days for theft In case of theft.

Attention in case of baggage theft:

The Insured person must file a complaint with the local authorities and within the 24 hours following the incident. In order to be covered, this complaint must include and describe the stolen objects.

- Within 5 days for other insurance covers.

Attention in case of cancellation:

The insured has to call the airlines/travel agency etc. straight away and proceed cancellation trip.

Please upload the documents to:

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

You must obtain our prior agreement before taking any action and/or incurring any expense. This prior agreement is evidenced by the communication of a claim number that will allow you to benefit from cover under this agreement and to claim reimbursement of the costs you incur. Where we arrange your transport or repatriation, you must return the original tickets to us, which then become our property. For any request for reimbursement, you must send us the duly completed claim form along with the supporting documents relating to your request.

Advice to travellers

If you are covered by the Social Security scheme, we recommend that You get a European Health Insurance Card available from your Social Security office, so that You can receive Social Security benefits when travelling in the European Union.



TABLE OF BENEFITS

CAP ASSISTANCE 24/24

AXA MULTIRISK POLICY N°22 43 711

AREAS CANCELLATION POLICY N°01051162 (OPTIONAL)



COVER	AMOUNTS AND LIMITS
BAGGAGE AND PERSONAL EFFECTS	
Theft, total or partial destruction, loss during transport by a transport company	Maximum €3,000 per insured person
Of which precious objects: Limited to 50% of the amount of cover	Maximum €1,500 per insured person
Compensation for late delivery of baggage (one-way flight only)	Maximum €300 per insured person
Reimbursement of travel document restoration costs	Maximum €150 per insured person
ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY OR DEATH	
Transport/Repatriation/Replacement driver	Actual costs
Psychological assistance	3 consultations Maximum €450 per insured person
Remote medical consultation	2 remote consultations per trip for all insured persons
Return of Beneficiaries	Return travel ticket
Return of minor children who are beneficiaries	Return travel ticket
Visit by a close contact	Return travel ticket + accommodation €80/night per person Maximum: 10 nights
Transportation of the body in the event of death	Actual costs
Coffin or urn fees	Maximum €2,300 per insured person
Continuation of the trip	Additional transport costs
Extension of stay on site	Accommodation €80/night per insured person Maximum 10 nights

COVER	AMOUNTS AND LIMITS
EMERGENCY MEDICAL EXPENSES ABROAD	
Emergency medical expenses abroad	<p>Zone 1 : Europe and Israel, Morocco, Tunisia €100,000 per insured person</p> <p>Zone 2 : Worldwide (excluding USA, Canada, Thailand, Mexico, India, Indonesia, Colombia, Jordan, Cambodia and Costa Rica) €500,000 per insured person</p> <p>Zone 3 : Worldwide (including USA, Canada, Thailand, Mexico, India, Indonesia, Colombia, Jordan, Cambodia and Costa Rica) €1,000,000 per insured person</p>
Dental emergency	€300 per insured person
ASSISTANCE TO TRAVELLERS	
Coverage of lawyers' fees abroad	Maximum €3,000 per insured person
<p>Early return in the event of:</p> <ul style="list-style-type: none"> · The hospitalisation of a relative, professional replacement, or person responsible for caring for a minor and/or adult disabled child who has remained at home · The death of a relative, professional replacement, or person responsible for caring for a minor and/or adult disabled child who has remained at home · Incidents at home 	<p>Return travel ticket Maximum €10,000 per insured person</p>
ADDITIONAL HEADS OF COVER WITH REIMBURSEMENT ON PRESENTATION OF SUPPORTING DOCUMENTS	
On-Site Babysitting	<p>20 hours maximum Maximum €500 per event</p>
Return of pets	<p>Return travel ticket Maximum €250 per event</p>
IN THE EVENT OF AN INCIDENT AT HOME DURING A TRIP	
Protective measures	<p>Travel/document restoration costs Maximum €150 per event</p>
Emergency accommodation	€80/night per person maximum of 5 nights
ASSISTANCE AT FOLLOWING REPATRIATION HOME	
Domestic help	<p>€20/hour and 10 hours maximum Maximum €500 per event</p>
Care for ill children	<p>Return ticket or €25/hour and 20 hours Maximum €500 per event</p>
Educational support	<p>15 hours/week and 1 month maximum Maximum €400 per event</p>
Care of pets	<p>15 hours/week over a maximum of one month Maximum €150 per event</p>
Comfort in hospital TV rental	Maximum €75 per event

COVER	AMOUNTS AND LIMITS
REIMBURSEMENT OF SEARCH AND RESCUE COSTS	
Search and rescue costs including at sea, in the mountains	Maximum per insured person: €10,000 Maximum per event: €30,000
LIABILITY ABROAD	
Personal liability abroad	
· Bodily injury and consequential financial loss resulting from covered bodily injury	€4,500,000/event
· Of which property damage and consequential financial loss resulting from covered property damage	€300,000/event
Rental liability abroad	€100,000/event
Legal Expenses Abroad	€20,000/litigation
SPORTS LIABILITY	
Bodily injury and consequential financial loss resulting from covered bodily injury	€100,000/event
Property damage and consequential financial loss resulting from covered property damage	€100,000/event
INDIVIDUAL TRAVEL ACCIDENT	
Death benefit	Maximum of €10,000/insured person
Total permanent disability benefit	Maximum of €50,000/insured person
MISSED FLIGHT	
Missed Flight	80% of the total cost of the original ticket Maximum €8,000 per insured person
FLIGHT DELAY	
Flight delay of more than 4 hours for a scheduled flight / More than 6 hours for charter flights	Maximum €250 per insured person
MISSED CONNECTION	
Delay > 6 hours resulting in a missed connection	Reimbursement on proof of expenses: accommodation, meals and transfer costs for a maximum of €100 per insured person
TRIP INTERRUPTION	
Reimbursement of ground services not used in the event of medical repatriation or early return	On a pro rata basis for a maximum of €7,500 per insured person and €35,000 per event

COVER	AMOUNTS AND LIMITS
IMPOSSIBLE RETURN	
Impossible Return	€1,000 per event including €80/night per person with a maximum of 3 nights
REPLACEMENT VEHICLE	
Accident, fire or theft of the insured person's vehicle	4 days' rental maximum Maximum €300 per event
SPORTS EQUIPMENT	
Personal or leased sports equipment in the event of theft or breakage	Reimbursement on presentation of supporting documents €300 per event

Maximum commitment per policy and per event: if several Insured Persons are compensated in connection with the same event, the total amount of benefits paid by AXA may not exceed €15,000,000 including tax per event, for all benefits and all Insured Persons combined. If the total amount of the benefits exceeds this overall limit, the benefits will be paid to the Insured Persons up to this limit, with each Insured Person being compensated in proportion to the amount that his/her loss represents of the total amount of the losses incurred due to this event by the other Insured Persons on this policy.



Aon France
trading under the trademark **Chapka Assurances**.
Head office
31-35 rue de la Fédération, 75717 Paris Cedex 15
t +33(0)1 47 83 10 10
aon.fr

ORIAS N°07 001 560
Simplified joint-stock company with a capital of 46 027 140 euros
Paris Trade and Companies Register N°: 414 572 248
European Union VAT N°: FR 22 414 572 248
Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.



GENERAL CONDITIONS

CAP ASSISTANCE 24/24

AXA MULTIRISK POLICY N°22 43 711

AREAS CANCELLATION POLICY N°01051162 (OPTIONAL)

PREAMBLE

WHAT IS YOUR POLICY?

Your Cap Assistance 24/24 policy is an insurance policy governed by the French Insurance Code. Like any insurance policy, it involves mutual rights and obligations. These rights and obligations are set out in the following pages.

WHAT DOES YOUR POLICY CONSIST OF?

Your Cap Assistance 24/24 Policy consists of:

- These General Terms and Conditions detailing the cover, conditions of implementation and limits, as well as how the Policy operates;
- Your insurance certificate, which personalises your Cap Assistance 24/24 Policy with the personal information you provided at the time of subscription.

WHO ARE THE PARTIES INVOLVED IN YOUR POLICY?

Your Policy is underwritten by:

Inter Partner Assistance SA, directly and through its branches (and any AXA Group company appointed by IPA), will provide the assistance and/or insurance services referred to in this policy. Inter Partner Assistance SA is a Belgian société anonyme (public limited company) with share capital of €130,702,613, subject to the prudential supervision of the National Bank of Belgium, located at Boulevard de Berlaimont 14 - 1000 Brussels - Belgium, under number 0487, whose registered office is at 7 Boulevard du Régent, 1000 Brussels, and registered on the Brussels Register of Legal Entities under company number 0415.591.055.

It is distributed by AON France, acting under the trade name "Chapka Assurances", a simplified joint stock company (société par actions simplifiée) with share capital of 46,027,140 euros, registered with the Paris Trade and Companies Register under number 414 572 248 and the Register of Insurance Intermediaries (www.oriass.fr) under number 07 001 560 and whose registered office is located at 31-35 Rue de la Fédération, 75717 Paris Cedex 15, France.

RIGHT TO CANCEL

DISTANCE PURCHASE OF A POLICY LASTING MORE THAN ONE MONTH

Pursuant to Article L.112-2-1 of the French Insurance Code, in the event of distance selling, you have a period of fourteen calendar days to cancel your subscription, without having to justify your decision and without incurring any penalties if your subscription is taken out for a period of more than one (1) month and for purposes that do not fall within the scope of your commercial or professional activity.

In this case, the cooling-off period runs from the date you receive the insurance certificate and these general terms and conditions, which are presumed to be received two (2) business days after the date on which you took out the policy.

MULTIPLE INSURANCE POLICIES

You have the right to cancel this contract within thirty (calendar) days from its conclusion, with no costs or penalties. However, if you benefit from one or more insurance premium promotions offered to you, such that you do not have to pay a premium for one or more months at the beginning of the policy, this period only begins after the payment of all or part of the first premium. "The right to cancel the policy is subject to the following four conditions:

- You took out this Policy for non-business reasons;
- This policy came in addition to the purchase of an item or service sold by a supplier;
- The policy you wish to cancel has not been fully executed;
- You have not made any claim under this Policy.

In such circumstances, you may exercise your right to cancel this policy by letter or any other durable medium sent to the following address:

TEMPLATE CANCELLATION LETTER

The cancellation letter, a template of which is proposed below in respect of the exercise of this right, must be sent by letter or any other durable medium to Chapka - 31-35 rue de la Fédération 75717 Paris Cedex 15, France:

"I, the undersigned Mr/Ms....., residing at, hereby cancel my policy no. taken out with AXA. I certify that I am not aware of any claim involving cover under the policy at the time of sending this letter."

CONSEQUENCES OF CANCELLATION

Exercising the right to cancel within the period provided for above results in termination of the policy from the date of receipt of the letter or any other durable medium. As soon as you become aware of a claim involving the policy's cover, you may no longer exercise this right to cancel. In the event of cancellation, you are only required to pay the premium or contribution corresponding to the period during which the risk accrued, this period being calculated until the date of termination. However, the entire premium remains owed to the insurance company if you exercise your right to cancel and an insured event of which you are unaware takes place during the cancellation period and brings the policy cover into play.

WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?

You are covered worldwide excluding:

- **Travel to any country or region where the Ministry of Foreign Affairs, or the equivalent regulatory authority of a country from or to which you are travelling, has advised against any travel or non-essential travel;**
- **Home help cover, which is only provided in the Home country;**
- **"Individual Accident" and "Third-party Liability" insurance cover that does not cover accidents in Afghanistan, Belarus, North Korea, Crimea, Cuba, the Donetsk and Luhansk regions of Ukraine, Iran, Russia, Sebastopol, Syria and Venezuela;**
- **Countries subject to international sanctions or embargoes.**

TERM OF THE POLICY AND EFFECTIVE DATE OF COVER

Cover under this Policy applies only to Trips of fewer than 90 consecutive days. Any longer Trip will not be covered in full.

Subject to receipt of the premium, the cover takes effect in accordance with the following rules:

ASSISTANCE COVER

Assistance cover takes effect on the departure date and automatically ends on the return date indicated on the membership certificate unless the carrier is delayed and there is an express provision to the contrary in the policy.

If the Insured Person uses a personal means of transport to travel to the place he/she is staying and then to return to his/her Home, the assistance cover takes effect on the start date of the stay and, at the earliest, 48 hours before that date. It automatically ends on the end date of the stay and, at the latest, 48 hours after that date.

INSURANCE COVER

The insurance coverage for "Emergency medical expenses abroad", "Search and rescue costs", "Baggage and personal effects", "Trip Interruption", "Flight delay", "Impossible Return", "Individual travel accident", "Sports Liability" and "Personal Liability", "Liability for holiday premises", "Missed Flight", "Missed Connection" and "Sports Equipment" becomes effective on the departure or start date of your stay and automatically ceases on the date of return or the end of your stay indicated on the membership certificate.

The Trip departure (00:00) and return (24:00) dates and the start (00:00) and end (24:00) dates of your stay for rentals are those indicated on the insurance certificate.

Departure corresponds to your arrival at the meeting point set by the tour operator, or, if you use a personal means of transport, as soon as you arrive at the place where you are staying.

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it is assessed by means of an amicable expert appraisal procedure, subject to our respective rights.

Each of us chooses our expert. If these experts do not agree with each other, they call upon a third expert and all three operate in common and by a majority of votes.

If one of us fails to appoint an expert or if the two experts fail to agree on the choice of a third, the appointment is made by the president of the regional court (tribunal de grande instance), ruling in summary proceedings. Each of the contracting parties shall bear the costs and fees of its expert and, where applicable, half of those of the third expert.

HOW LONG WILL IT TAKE FOR YOU TO BE COMPENSATED?

Payment takes place within 15 (fifteen) days from the agreement between us or notification of an enforceable court decision.

PAYMENT OF THE PREMIUM

PREMIUM DEBTOR

The Policyholder, as defined in the insurance certificate, undertakes to pay the insurance premium for the cover under the Policy.

PAYMENT OF THE PREMIUM

The insurance premium, the amount of which is specified in the insurance certificate, must be paid when this policy is taken out.

The cover comes into effect only when the premium has been received.

NON-PAYMENT

If the premium or a premium instalment is not paid within ten (10) calendar days of its due date, a reminder will be sent to the Policyholder by registered post. If, within thirty (30) calendar days of this reminder being sent, the premium or premium instalment due has still not been paid, the cover will be suspended, and if the premium has still not been paid within ten (10) calendar days of the date that the cover is suspended, AXA may terminate the Policy.

CLAUSE 1: DEFINITIONS

ABROAD

Any country outside the Insured Person's Home country, worldwide or within the limits of the territorial restrictions set by the Policy.

ASSISTANCE CLAIMS MANAGER

AXA, the name used by INTER PARTNER ASSISTANCE, a limited company (société anonyme) incorporated under Belgian law with share capital of €130,702,613, a non-life insurance company approved by the National Bank of Belgium (0487), registered in the Brussels Register of Legal Entities under number 415 591 055, whose registered office is located at 7 boulevard du Régent, 1000 Brussels, Belgium.

ATTACKS/ACTS OF TERRORISM

Any act of violence, constituting a criminal or illegal attack on persons and/or property, in the country in which you are staying, with the aim of seriously disrupting public order.

BAGGAGE: COVERED ITEMS

Travel bags, suitcases, trunks and their contents, excluding the clothes the Insured Person is wearing.

Precious objects, as defined below, are considered as luggage:

- Jewellery, watches and furs worn, as well as for any sound and/or image reproduction device and its accessories, golf clubs, hunting rifles, laptop computers, tablets, e-readers and MP3/MP4 players.

BENEFICIARY

The person(s) receiving the amounts payable in respect of Claims from the Insurer.

The term "Beneficiary" means an Insured Person who has suffered loss or damage, or his/her legal representative in the case of minor Insured Persons.

In the event of the death of the Insured Person, unless the Insured Person has appointed another person as a Beneficiary, the relevant amount shall be paid:

- To his/her Spouse/Partner, who is not legally separated and not divorced on the date of death;
- To his/her children/descendants in equal shares; the deceased person's share belongs to his/her children/descendants, or to his/her brothers and sisters if he/she does not have any children/descendants;
- Failing this, to his/her father and mother in equal shares, or to the last one of them alive, in the event of death;
- Failing this, to his/her heirs.

CIVIL WAR

Civil War refers to a conflict between two factions of the same nation or between a section of the population and those in power.

CLAIM

Event likely to result in the application of cover under the policy.

COMPETENT MEDICAL AUTHORITY

A health professional who has obtained a degree from a medical school included on the list produced by the World Health Organization (WHO) and is authorised to practice medicine in the country in which the care is administered.

DENTAL EXPENSES

Dental Expenses mean only the following dental procedures: sealants, fillings, root canal treatment or extraction. These dental procedures are only covered where they are not required as a result of a previous tooth or gum condition and cannot be postponed.

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.

EMERGENCY MEDICAL EXPENSES

This cover applies to Trips made in accordance with the definition of Territorial restrictions.

Available in the event of a Bodily Injury or Serious Illness, it shall cover the costs resulting from Hospitalisation during a Trip and covered by this Policy, as well as all costs of medical consultations, medicines, radiography and medical examinations.

All these expenses must be exclusively prescribed by a practitioner who is legally authorised to practise medicine and who holds the required diplomas in the country in which he/she practises.

In the event of Hospitalisation in the place in which the Insured Person is travelling, the associated expenses will be directly covered by AXA.

In such circumstances, the Insured Person must contact AXA as soon as he/she arrive at the Hospital Admissions Department. Other Emergency Medical Expenses shall be reimbursed to the Insured Person upon receipt by the Insurer of all supporting documents.

EPIDEMIC

Rapid spread of an infectious and contagious illness affecting a large number of people in a place at a given time, reaching at least level 5 according to WHO criteria.

EUROPE

The member countries of the European Union.

EXCLUSION

Anything that is expressly not covered in any circumstances by the Insurance Policy.

FAMILY

A Family is a part of a household that includes at least two people and consists of:

- A couple, whether or not married, with, possibly, one or more children who are members of the same household; or
- An adult with one or more children who are members of the same household (single-parent Family).

For a person to be a child of a Family, he/she must be single and have neither a Spouse/Partner nor a child who is a member of the same household. A household may include zero, one or multiple Families.

FAMILY MEMBER

Your legal or common-law spouse or civil partner, your ascendants or descendants or those of your spouse, your parents-in-law, siblings, brothers-in-law, sisters-in-law, children-in-law, uncles, aunts, nieces, nephews or those of your spouse. Their country of residence must be the same as yours.

FIRE

Combustion with flames excluding a normal fireplace.

FLIGHT CONFIRMATION

Formality enabling the ticket purchase to be confirmed and seat reservations maintained.

The conditions are set out in the Tour Operator's terms and conditions of sale.

FLIGHT DELAY

Time difference between the arrival time announced on the Insured Person's ticket or his/her membership certificate and the actual time which the plane arrives at the destination airport, which occurs outside of time changes that the tour operator or airline may make in accordance with the general terms and conditions of sale.

FORCE MAJEURE

Event beyond the control of the debtor, which could not reasonably be expected at the time of entering into the Policy and whose effects cannot be avoided by appropriate measures, which prevents the debtor from fulfilling his/her obligation.

FORFEITURE

Loss of the right to cover for the Claim question.

FRANCE

France's European territory (including the islands located in the Atlantic Ocean, the English Channel and the Mediterranean Sea) as well as the following overseas territories: Guadeloupe, French Guiana, Martinique, Réunion, Mayotte, French Polynesia, Saint-Barthélemy and New Caledonia.

GEOGRAPHICAL ZONE

Zone 1 : Europe, Israel, Morocco, Tunisia.

Zone 2 : Worldwide excluding zone 3.

Zone 3 : Worldwide including USA, Canada, Thailand, Mexico, India, Indonesia, Colombia, Jordan, Cambodia and Costa Rica

HARMFUL EVENT

A Harmful Event is the event that causes the loss. A set of harmful events with the same technical cause are considered to be a single harmful event. A set of Harmful Events with the same technical cause are considered to be a single Harmful Event.

HAZARD

Unintentional, unforeseeable, unavoidable and external event.

HOME

The Insured Person's primary and usual place of residence. It is located in a country of the European Union: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Jersey, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Romania, Slovakia, Slovenia, Sweden.

HOSPITAL

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

- Receives and cares for the injured or sick in the establishment;
- Admits injured or sick patients only under the supervision of the doctor(s) who work there and are required to provide continuing cover;
- Maintains suitable medical equipment in good working order in order to diagnose and treat injured or ill patients and, where necessary, perform surgical operations on site or in an establishment under its supervision;
- Provides care by or under the control of nursing staff.

HOSPITALISATION

An unplanned, medically-prescribed stay, of at least 24 hours, in a private or public healthcare establishment for the purposes of receiving medical or surgical treatment following a Bodily Injury or an Illness. The stay is considered to be unplanned when it has not been scheduled for more than five (5) days before the start of Hospitalisation.

ILLNESS/ACCIDENT

A deterioration in health observed by a medical authority, requiring medical attention and the absolute cessation of any professional or other activity (including COVID-19).

INITIALLY SCHEDULED ARRIVAL TIME

For outbound CHARTER flights: the time indicated on the outbound flight ticket. For return CHARTER flights: the time communicated to you by the travel agency. For scheduled flights: the time set by the airline.

INSURANCE CLAIMS MANAGER



AON FRANCE / CHAPKA ASSURANCES Claims Department

31-35 rue de la Fédération
75717 Paris cedex 15 – France

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

Telephone: +33 1 74 85 50 50

INSURED PERSONS/MEMBERS/YOU

The policyholder, as well as any natural person travelling on a Tourist Trip, is expressly stated to be as an Insured Person in the insurance policy and for whom an insurance premium has been paid.

INSURER/ASSISTANCE PROVIDER/US

INTER PARTNER ASSISTANCE, a public limited company (société anonyme) incorporated under Belgian law with share capital of €130,702,613, an insurance company approved by the National Bank of Belgium (BNB) under number 0487, entered in the Brussels Register of Legal Entities under number 415 591 055 whose registered office is located at 7 Boulevard du Régent, 1000 Brussels, Belgium.

Inter Partner Assistance, a company in the AXA Group, intervenes within the framework of the policy under the name "AXA".

JOURNEY

Itinerary travelled to the place of destination indicated on the Insured Person's ticket or on the membership certificate, regardless of the number of flights taken; only the outward journey is taken into account.

MANUAL ACTIVITY

Any work carried out above ground level; work requiring the use of cutting tools, power tools and machinery; work requiring manual intervention involving the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic facilities; plumbing, electricity, lighting or sound work, carpentry, painting/decoration or construction or manual work of any kind, with the exception of bar, restaurant, room service, chalet and domestic work, babysitting, and light and occasional manual work carried out above ground, including retail trading and fruit picking.

NATURAL DISASTERS

A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm caused by the abnormal intensity of a natural agent and acknowledged as such by the public authorities.

NON-SCHEDULED CHARTER-TYPE FLIGHT

Flight chartered by a tourism organisation as part of a non-scheduled service.

PANDEMIC

Large-scale Epidemic that develops over a vast area crossing state borders.

PERSONAL OBJECTS

Camera, camcorder, PDA, portable game console, multimedia player, laptop. Only personal items purchased less than 3 years ago will be covered.

PETS

Animals belonging to and usually living in the beneficiary's home, dogs and/or cats only to the exclusion of any other species, provided that they have undergone vaccinations within the time limits prescribed by the legislation in force in France, according to the vaccination record, subject to the provisions of Law No. 99-5 of 6 January 1999 on dangerous and errant animals and animal protection.

Domestic animals trained to attack are excluded.

PHYSICAL ACCIDENT

Any unintentional bodily injury suffered by you as a result of the sudden action of an external cause that is unforeseeable and identified by a local doctor. The sudden occurrence of an illness (stroke, heart attack, aneurysm, epilepsy, cerebral haemorrhage, etc.) shall not be considered to be an accident.

POLICYHOLDER

The natural person who has taken out the insurance policy before leaving on a trip and who undertakes to pay the premium.

POLLUTION

Environmental degradation through the introduction into the air, water or soil of materials that are not naturally present in the environment.

REMOTE CONSULTATION

Medical consultation by telephone (in English, French or Italian) or by video (in English or French only) provided by a specialist service provider and its team of Doctors.

SCHEDULED FLIGHT

Scheduled flight made by a commercial airline, the exact times and frequencies of which match those published in the Official Airlines Guide.

SERIOUS BODILY INJURY

Unforeseeable accident or illness, the nature of which is likely to soon engender a significant deterioration in the victim's condition if appropriate care is not administered quickly.

SERIOUS PROPERTY DAMAGE

Damage resulting from a fire, explosion, water damage or Natural Disaster affecting more than 50% of the residential, professional or agricultural premises used by the Insured Person as the owner, tenant or occupier free of charge, and requiring the urgent presence of the Insured Person in order to take appropriate protective measures to limit any risk of the damage getting worse.

SPORTS AND ACTIVITIES

You are covered when you participate in the following activities. Sports and activities marked with an asterisk (*) are excluded from the THIRD-PARTY LIABILITY and INDIVIDUAL TRAVEL ACCIDENT cover.

Sports and activities are excluded if your participation in those activities is the sole or main reason for your trip (with the exception of trips made for golf and winter sports).

*Abseiling, *Archery, Badminton, Baseball, Basketball, Bowling, Camel riding, *Canoeing (up to class 3), *Clay pigeon shooting, Cricket, *Cross-country skiing, *Elephant riding, *Obstacle courses, *Fencing, Fishing, Football, *Glacier skiing, *Go-Karting, Golf, Hockey, *Horse riding, *Horse trekking, *Balloon flights, Ice skating (on recognised ice rinks), *Jet biking, *Jet skiing, Kitesurfing, Monoski, *Mountain bike on asphalt tracks, Netball, Orienteering, *Paintballing, Pony trekking, Racquetball, Road cycling, Roller skating, Rounders, Running, Sailing (up to 20 nautical miles off the coast), *Sailing (more than 20 nautical miles off the coast), *Scuba diving (up to the depth for which you are qualified), *Ski touring, Skidoo/snow mobility, Skiing (on-piste or off-piste with a guide), *Snowblading, Snowboarding (on-piste or off-piste with a guide), Snowshoeing, Squash, Surfing, Table tennis, Tennis, *Tobogganing, Trampolining, Trekking (up to 4,000m of altitude without using climbing equipment), Volleyball, *War games, Water polo, Water skiing, Windsurfing, Yachting (up to 20 nautical miles off the coast), *Yachting (more than 20 nautical miles off the coast), Zorbing.

Scuba diving - you are only covered for scuba diving up to the depth for which you are qualified, limited to 40 metres. You must have the appropriate qualification for your dive and must dive under the supervision of an accredited dive manager, instructor or guide and in accordance with the guidelines of the relevant dive or training agency or organisation.

Note: You are not covered when participating in a training or qualification course.

SPORTS EQUIPMENT

Specific materials, equipment and clothing less than 5 years old, exclusively intended for the sport during the Trip owned by you or rented by you from a professional rental company.

SPOUSE

Spouse means:

- A person married to the Insured Person and not legally separated;
- Cohabitee: a person who has lived with the Insured Person, as if married, and with the shared financial interests of a married couple for at least six months;
- A person who has entered into a civil solidarity pact (PACS) with the Insured Person (Law introduced in France in 1999, extending the legal rights of married couples to unmarried, heterosexual and homosexual couples, in particular with regard to inheritance and tax).

STAY

Trip lasting a maximum of 90 consecutive days, made by the Insured Person for tourist or business purposes, the dates and destination of which are stated on the membership certificate.

All travel in the same or lower geographical zone than declared at the time of subscription is covered.

Any trip to a country, a specific area or an event where the Ministry of Foreign Affairs or the regulatory authority of the country of departure or arrival has advised against any travel or any non-essential travel is not covered.

STRIKE

Collective action consisting of a concerted cessation of work by employees of a company, an economic sector or a professional category in order to support their claims.

SUBROGATION

The legal situation whereby a person's rights are transferred to another person (in particular: substitution of the Insurer for the Policyholder for the purposes of legal proceedings against the opposing party).

THIRD PARTY

Any person other than the Insured Person under the policy.

TRANSPORT COMPANY

Any company duly approved by the public authorities for the carriage of passengers.

TRAVEL DOCUMENTS

Any identity document issued by a government or an organisation created by an international treaty aimed at facilitating the movement of persons or groups of persons across international borders in accordance with international agreements.

VALUABLE OBJECTS

Jewellery, watches and furs worn, as well as for any sound and/or image reproduction device and its accessories, hunting rifles and laptop computers.

VEHICLE THEFT

Theft of the Vehicle reported to the competent local authorities.

VEHICULAR ACCIDENT

Damage to the Vehicle resulting from the sudden and unforeseeable action of an external cause that is unforeseeable and outside the control of the Insured Person, including break-ins, fire and vandalism.

WAITING PERIOD

This is a number of days or months at the end of which compensation is paid.

INSURANCE AND ASSISTANCE COVERS

CLAUSE 2: BAGGAGE AND PERSONAL EFFECTS

WHAT DO WE COVER?

We cover, up to the amount indicated in the table of cover amounts, your baggage, objects and personal belongings taken with you or purchased during your trip, away from your principal or secondary place of residence, in the event of:

- The loss of your Baggage by the carrier and/or during transfers organised by the tour operator;
- The theft of your Baggage;
- The total or partial deterioration of your Baggage occurring during the Trip.

DELAYED BAGGAGE

In the event that your personal baggage is not returned to you at the destination airport (outbound flight) and if it is returned to you more than 24 hours late, we will reimburse you, upon presentation of supporting documents, for purchases of essential necessities up to the amount indicated in the table of cover amounts.

You may not, however, combine this compensation with the other compensation under the baggage cover.

We only intervene in addition to any compensation you may claim from the carrier and/or the Trip Organiser under the regulations in force on the day of the incident.

WHAT ARE THE LIMITS OF OUR COVER?

For precious objects:

- The reimbursement value may in no case exceed 50% of the amount indicated in the table of cover amounts;
- They are only covered against proven theft, SOLELY where they are placed in a safe or when they are carried on you and duly declared as such to a competent authority (national police, local police, travel company, purser, etc.).

If you use a private car, the risk of theft is covered provided that the baggage and personal effects are contained in the locked boot of the vehicle and are out of sight. **Only theft by forced entry is covered.**

If the vehicle is parked on a public road, cover only applies between 7 a.m. and 10 p.m.

WHAT ARE THE EXCLUSIONS APPLICABLE TO THIS COVER?

In addition to the exclusions set out in the "GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER" section, we cannot intervene in the following circumstances:

- The costs and expenses that you have incurred and the compensation of which is the responsibility of travel agents and operators in the sale of travel and trips pursuant to the French Tourism Code, or air carriers and travel organisers pursuant to the Warsaw Convention of 12 October 1929 and the Montreal Convention of 28 May 1999, for the unification of the rules relating to air transport, and under Regulation (EC) 1371/2007 of 23 October 2007 on the rights and obligations of rail passengers.
- Theft of baggage and personal effects and objects left unattended in a public place or stored in a room made available jointly to several persons.
- Theft of any sound and/or image reproduction device and its accessories where it has not been placed in a locked safety deposit box or worn on the person, which implies that such devices are not covered when they are entrusted to any transport company (air, sea, rail, road, etc.).
- Forgotten, lost (except by a transport company) or exchanged items.
- Theft without forced entry duly recorded and reported by an authority (police, gendarmerie, transport company, purser, etc.).
- Accidental damage caused by the leakage of liquids, fats, colourings or corrosive materials contained in your baggage.
- Confiscation of property by the Authorities (customs, police).
- Damage caused by mites and/or rodents as well as cigarette burns or a burns by source of non-incandescent heat.
- Theft committed in a convertible car, estate or other vehicle without a boot.
- Collections and samples of sales representatives.
- Theft, loss, forgetting or deterioration of cash, documents, books, tickets and credit cards.
- Theft, loss, forgetting or deterioration of identity documents: passport, identity or residence card, vehicle registration card and driving licence.
- Theft of jewellery where it has not been placed in a locked safety deposit box or worn on the person, which implies that jewellery is not covered when entrusted to any transport company (air, sea, rail, road, etc.).
- Breakage of fragile objects such as porcelain, glass, ivory, pottery or marble.
- Indirect damage such as depreciation and loss of use.
- The objects designated below: all prostheses, devices of any kind, bicycles, trailers, value titles, tables, glasses, contact lenses, keys of all kinds, documents recorded on tapes or films as well as professional equipment, mobile phones, sports items, musical instruments, food products, lighters, pens, cigarettes, alcohols, artworks, beauty products and photographic film.
- Any claims for which you benefit from cover by another organisation or carrier as a result of the regulations in force.
- Any virtual currency, including but not limited to cryptocurrency, including fluctuations in value.

HOW IS YOUR COMPENSATION CALCULATED?

You are compensated on the basis of supporting documents and on the basis of the replacement value with equivalent objects of the same kind, minus Depreciation.

Under no circumstances shall the proportional capital rule provided for in Article L. 121-5 of the French Insurance Code apply.

Our reimbursement will be made minus any reimbursement obtained from the transport company.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your claim must be sent to us within five working days, except in the event of a fortuitous event or force majeure; if this time limit is not respected and we sustain a loss, you lose any right to compensation.

Your claim must be accompanied by the following:

- Receipt from the reporting of the incident to the police in the event of theft or a declaration of theft to a competent authority (police, gendarmerie, transport company, purser, etc.) for theft during the stay or loss by a transport company;
- The statement of loss or destruction established with the carrier (maritime, air, rail, road) when your baggage or objects are lost, damaged or stolen while they were in the legal custody of the carrier;
- Any proof of compensation obtained from the transport company.

If these documents are not presented, you will forfeit your rights to compensation.

The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property.

You must prove, by any means in your power and by any documents in your possession, the existence and value of such property at the time of the loss, as well as the extent of the damage.

If you knowingly use inaccurate documents or fraudulent means or make inaccurate or reticent statements, you will forfeit any right to compensation, without prejudice to any legal proceedings that we would then be entitled to bring against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE BAGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must immediately notify us by registered letter, as soon as you are informed:

- If we have not yet paid you the compensation, you must retake possession of such baggage, objects or personal effects; we are then only required to pay for any damaged or missing items;
- If we have already compensated you, you can choose within 15 days:
 - Either to relinquish possession of such baggage, objects or personal effects for our benefit,
 - Or to retake possession of such baggage, objects or personal effects, subject to returning the compensation you received after deducting the part of this compensation corresponding to any damaged or missing items, where applicable;
- If you have not chosen within 15 days, we will consider that you opt to relinquish possession.

REIMBURSEMENT OF TRAVEL DOCUMENT RESTORATION COSTS

We will reimburse the direct costs of obtaining duplicates of lost or stolen Travel Documents **up to the amount stated in the table of cover amounts.**

The reimbursement will be made upon submission of the theft or loss report to local authorities.

CLAUSE 3: ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY OR DEATH

If you find yourself in one of the situations mentioned below, we implement the services described, in accordance with the general terms and conditions of your policy, by simple telephone call or the sending of an email.

In all cases, **the decision to assist and the choice of appropriate means are exclusively the responsibility of our doctor, after contacting the doctor on the ground and, where applicable, the beneficiary's family.** Only the beneficiary's medical interest and compliance with the health regulations in force are taken into account when making any decision regarding transport, the choice of means used for such transport and any place of hospitalisation.

Under no circumstances will we replace local emergency services.

WHAT DO WE COVER?

TRAVEL/REPATRIATION/REPLACEMENT DRIVER

In the event of Serious Bodily Injury, the AXA Medical Team will contact the local doctors and take decisions that best suit the Insured Person's condition based on the information gathered and medical requirements.

If the AXA Medical Team recommends that the Insured Person is repatriated to a medical institution or his/her Home, AXA will arrange and pay for this.

If the Insured Person is hospitalised in a medical institution outside the hospital sector of his/her Home, and if it is medically necessary, AXA will arrange and pay for his/her transfer to his/her Home.

Decisions concerning the choice of repatriation destination, place of Hospitalisation, date, need to be accompanied, and means used for the repatriation will be made exclusively by the AXA Medical Team.

The repatriation method may be a patient transport vehicle, ambulance, train, airliner or air ambulance.

Any refusal of the solution proposed by AXA's Medical Team will entail the forfeiture of the medical assistance cover.

If the Insured Person is unable to drive his/her car due to a Serious bodily injury or following a death, if the vehicle remains at the location, AXA will arrange and pay for a replacement driver to bring the vehicle back Home via the most direct route.

This cover applies only if the following conditions are met:

- The Insured Person was driving the vehicle for his/her Trip as the authorised owner or user of the vehicle;
- No other person at the location is authorised to replace him/her;
- The vehicle is immobilised in a country covered by the international motor insurance card system; **This cover applies only in countries not crossed out on the International Automobile Insurance card and excludes countries subject to sanctions;**
- A written authorisation to drive as well as all the vehicle's administrative documents (vehicle registration document, tax disc, valid insurance certificate) must be provided to us.

This cover **applies if the vehicle:**

- Is less than 5 years old;
- Meets the rules of national or international highway codes;
- Meets the mandatory technical control standards.

If not, AXA will arrange and pay for a one-way ticket so that a person previously designated by the Insured Person, his/her family or one of his/her assigns can go to recover it.

The costs of tolls, parking, fuel and boat crossings are not covered. Hotel and food costs remain the responsibility of any passengers that may be brought back with the vehicle.

PSYCHOLOGICAL ASSISTANCE (IN FRANCE ONLY)

In the event of a request for psychological assistance following a trauma that occurred abroad caused by an act of terrorism, civil or foreign war, riots, or by a serious family event, AXA's team will put the beneficiary in contact with a psychologist.

The AXA team will offer the beneficiary a telephone appointment with a psychologist. AXA will organise and pay for three telephone consultations of up to 30 minutes each.

Beyond these three consultations, the cost of any extended psychological assistance shall remain the responsibility of the beneficiary.

The cost of the telephone communication shall be borne by the beneficiary.

Conditions for application of the cover

- The request for psychological assistance must be made within three months from the date of the occurrence of the trauma;
- The consultations covered by AXA shall be granted within a period of six months from the date of occurrence of the trauma.

REMOTE MEDICAL CONSULTATION

As part of the Remote Medical consultation assistance service, you may have a remote medical consultation with a doctor and receive medical advice and information on the rest of your care pathway.

You:

- Have access to French-speaking doctors 24/7 and 365 days a year, who will call you directly by phone. You can make an appointment via your usual support number or via the Doctor Please! portal (video calls in French can be arranged via the portal between 8 a.m. and 8 p.m. on weekdays);
- Have access to English-speaking doctors 24/7 and 365 days a year, by calling your usual support number or via the Doctor Please! portal (video calls are possible);
- Have access to Italian-speaking doctors between 8 a.m. and 8 p.m. on weekdays, by calling your usual support number or via the Doctor Please! portal;
- Can make an appointment and download scanners, test results and medical reports before the consultation;
- Can obtain a prescription if necessary, in accordance with local laws, via the app or through a local pharmacy;
- Can obtain health information about the place to which you are travelling before you leave.

In some cases a physical examination may be required to establish a diagnosis. Where necessary, the Doctor will refer you to a doctor.

Where the remote consultation is for a minor child, the call must be made by a person with parental authority or the child's guardian.

WHAT IS NOT COVERED

1. Remote consultations when our Medical Team identifies a medical emergency.
2. Requests for Remote Consultations with a doctor other than a GP.
3. Repeat prescriptions for chronic conditions.
4. Doctor's notes to excuse from work.
5. Medical certificates.

LIABILITY

a) Our Liability

The obligations undertaken by AXA as part of the Medical Remote Consultation activity under these General Terms and Conditions amount to best efforts obligations.

In addition, AXA may not be held liable for service interruptions and/or harm resulting from:

- Failures or interruptions of telephone and/or computer networks.
- Changes to the Beneficiary's situation and especially to his/her state of health of which it was not informed during the Remote Consultation.
- A case of Force Majeure or incident caused by a third party.

b) Your Liability

You are responsible for ensuring the information requested during the Remote Consultation is accurate and up-to-date to enable the doctor to properly fulfil his/her commitments.

RETURN OF BENEFICIARIES

In the event of repatriation in case of Serious Bodily Injury, AXA arranges and pays for the return Home of the Insured Person's Beneficiary Family Members or one unrelated Beneficiary travelling with him/her.

AXA will pay for an outbound and return economy-class flight or 1st class train ticket, up to the limits indicated in the table of cover amounts.

In the event of the death of the Insured Person, AXA will pay for a return economy-class flight or a 1st class train ticket for the Beneficiary Family Members of the Insured Person, provided that the means initially planned for their return trip cannot be used or changed.

RETURN OF MINOR CHILDREN WHO ARE BENEFICIARIES

Following a Serious Bodily Injury or the death of an Insured Person and in the absence of an adult Family Member who can supervise children left alone at the location, AXA will arrange and pay for their return Home.

These children will be accompanied by either a Family Member or a Close Contact duly appointed and authorised by the Insured Person's family or one of his/her assigns or, failing that, by qualified persons.

AXA will arrange and pay for the return ticket of this chaperone as well as the accommodation expenses (bed, breakfast and taxis) incurred on his/her behalf. The cover operates up to the duration and daily amount mentioned in the table of cover amounts.

VISIT BY A CLOSE CONTACT

If the Insured Person's health does not permit or require his/her repatriation and if his/her Hospitalisation is for more than three consecutive days (on the first day of Hospitalisation, if his/her condition is considered life-threatening or if the Beneficiary is a minor or is disabled), AXA will pay for a return ticket for a Family Member or a Close Contact to travel to the location (one ticket for each parent, father and mother, if it is a minor).

AXA arranges and pays the costs incurred for the accommodation (bed, breakfast and taxis) on behalf of this Close Contact.

The AXA cover may not exceed the duration and upper limit of cover specified in the table of cover amounts or the duration of Hospitalisation.

This cover applies only if there is no adult Family Member of the Insured Person at the location.

This cover cannot be used in conjunction with the "Extension of stay on site" cover.

TRANSPORT OF THE BODY IN THE EVENT OF DEATH

AXA will arrange and pay for the burial or cremation costs in the country in which the death occurred, or the costs of repatriating the deceased Insured Person's body or ashes from the place of death to the place of burial in his/her Home country as well as the costs of post-mortem treatment, placing in the coffin and necessary transport arrangements. The amount paid may not exceed the amount stated in the Table of Cover.

The costs of the coffin for the transport thus arranged will be paid **up to the amount indicated in the Table of Cover.**

The Insured Person's family will pay the costs of the funeral, ceremony, local funeral procession, burial or cremation.

The choice of companies involved in the repatriation process is entirely up to AXA.

CONTINUATION OF THE TRIP

When your state of health is confirmed by our Medical Team to have improved, we will arrange and cover the additional travel costs required for you to continue your Trip to the next originally planned destination, but the cost of you continuing your Trip may not exceed the cost of you returning Home.

EXTENSION OF STAY ON SITE

If an extended stay at the location is recommended by the Insured Person's doctors, AXA will arrange and pay the costs incurred for the accommodation (bed, breakfast and taxis) of the Insured Person and those of his/her beneficiary family members, provided they remain with the Insured Person, or an unrelated beneficiary person travelling with him/her.

Cover is provided within the limit of what is medically prescribed up to the amount indicated in the table of cover amounts.

This cover cannot be used in conjunction with the "Visit by Close Contact" cover.

CLAUSE 4: EMERGENCY MEDICAL EXPENSES ABROAD

ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES ABROAD

We will reimburse you, after reimbursement by the social security department and/or any other provident organisation that also insures you, for the medical costs payable by you and capped at the amount stated in the Table of Cover.

Under the same conditions, we also cover emergency dental care capped at the amount stated in the Table of Cover.

ADVANCE OF HOSPITALISATION EXPENSES ABROAD

If you are abroad and are unable to pay the Medical Expenses incurred as a result of your hospitalisation due to an illness or accident occurring during the policy's validity period, We will intervene at your request to advance the hospitalisation costs, capped at the amounts stated in the Table of Cover. This cover ceases from the day we are able to carry out your repatriation or the day of your repatriation to your country of origin. You undertake to return to us the sums advanced as soon as possible and within a maximum of 30 days, as soon as you or your family receives reimbursement from Social Security or any other provident organisation.

EXCLUSIONS SPECIFIC TO INSURANCE FOR MEDICAL EXPENSES ABROAD

The exclusions common to all the cover under this Policy and the exclusions specific to medical assistance apply. In addition, the following costs will not be advanced, reimbursed or paid:

- Any claim for compensation arising directly or indirectly from pre-existing illnesses diagnosed and/or treated unless there is an unpredictable complication or clear worsening.
- Any claim for compensation arising from pregnancy-related conditions not attributable to pregnancy complications that occur for the first time after you leave on your trip. A normal pregnancy or delivery or a trip where your doctor has informed you that there was a high risk of premature birth would not constitute an unforeseen event.
- Claims for compensation where, without proper justification, you reject the medical repatriation services we have agreed to provide and pay for under this policy. If you choose other medical repatriation services, you must notify us in writing, at your own risk and expense.

- Any costs you incur outside your home country after the date on which our chief medical officer advises you that you should return home or after the date on which we arrange for you to return home (Our liability to pay additional costs under this section after that date will be limited to the costs we would have paid if you had been repatriated).
- Any treatment that is not a surgical or medical act for the sole purpose of treating or relieving an unforeseen illness or serious injury.
- Any costs incurred in treating your bodily injury or illness that are not routine, reasonable or justified.
- Any treatment or diagnostic test that you have scheduled or of which you were already aware.
- Any treatment or surgery that, in the opinion of our chief medical officer, may reasonably be delayed until you return to your home country.
- Costs incurred in obtaining or replacing medicines known to be necessary at the time of departure or that must be continued outside your home country, except in the case of theft or deterioration.
- Additional costs for an individual or private room.
- Treatment or services provided by a private clinic or hospital, a hydrotherapy establishment, a convalescence or care home, a convalescence or rehabilitation centre, unless we agree otherwise.
- The costs of cosmetic procedures, unless our chief medical officer agrees that the procedure is necessary following an accident covered by this policy.
- Costs incurred after your return to your home country, unless we have given our prior agreement.
- Any claims for compensation arising from your failure to obtain any recommended vaccinations, injections or medications prior to your trip.
- The costs of dental treatment involving the fitting of dentures, artificial teeth or the use of precious metals that are not intended to immediately relieve pain.
- The costs of rescue by air at sea.

CLAUSE 5: ASSISTANCE TO TRAVELLERS

COVERAGE OF LAWYERS' FEES ABROAD

If the beneficiary is the subject of legal proceedings following a driving accident or an unintentional breach of local laws occurring outside his/her country of residence and in the course of his/her private life, i.e. for acts unrelated to the exercise of a business activity, AXA undertakes to pay, up to the amount stated in the table of cover amounts, the fees of the legal representatives he/she engages, if he/she is prosecuted for an unintentional breach of the laws of the foreign country in which he/she is travelling.

This cover does not apply for matters relating to the Insured Person's professional activity.

The amount of any penalties and their consequences are not covered.

EARLY RETURN

If you have to discontinue your trip prematurely in the cases listed below, we will pay for your additional transport costs and those of your insured family members or a person insured under this policy accompanying you, if the tickets planned for your return and their return cannot be used as a result of this event.

We intervene in the event of:

- Serious illness, serious accident resulting in hospitalisation or the death of a member of your family, your professional replacement, the person responsible for the care of your minor children or of a person with disabilities living under your roof;
- Serious property damage requiring your presence and affecting your home as well as your business premises following a burglary, fire or water damage.

In any case, our cover is limited to the sum indicated in the table of cover amounts.

WHAT SPECIFIC EXCLUSIONS APPLY TO PERSONAL ASSISTANCE COVER?

Under no circumstances can we replace the local emergency services.

In addition to the exclusions set out in the "GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER" section, we do not cover:

- Mild conditions or injuries that can be treated locally and which do not prevent the Insured Person from continuing his/her journey.
- Convalescence, conditions being treated or not yet stabilised and/or requiring further scheduled subsequent.
- Pre-existing illnesses diagnosed and/or treated unless there is an unpredictable complication or clear worsening.
- Trips undertaken for diagnostic and/or treatment purposes, medical assessments, check-ups, preventive screening.
- Taking part in any aerial, defence or combat sports as an amateur.
- Consequences of failing to have or impossibility of having vaccinations.
- When the Insured Person has taken his/her Trip despite the restrictions imposed by the Ministry of Foreign Affairs in his/her Home country.

ARTICLE 6: ADDITIONAL REIMBURSEMENTS ON THE PRESENTATION OF SUPPORTING DOCUMENTS

ON-SITE BABYSITTING

In the event that the Insured Person who is responsible for a minor or disabled child is hospitalised during his/her trip, we will reimburse you for the costs of childcare at the place you are staying, capped at 20 hours for all children and for the duration of the stay.

RETURN OF PETS

Where You are repatriated under the "Medical Repatriation" cover, We will reimburse the costs of the return ticket home for your Pet.

This cover excludes the costs of any cage required to transport the animal.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Send us all the original documents necessary to compile the claim file and prove the merits and amount of the claim, together with original invoices for the costs incurred.

ASSISTANCE IN THE EVENT OF AN INCIDENT AT HOME DURING A TRIP

PREVENTIVE MEASURES

If, during Your Trip, your Home suffers water damage, a fire or a burglary that causes serious damage requiring your Home to be secured, We will reimburse you for the costs (travel and labour costs) of a service provider (plumber, locksmith, glazier or security company) capped at €153 including VAT.

EMERGENCY ACCOMMODATION

If your Home is uninhabitable when you return from a Trip as a result of water damage, a fire or burglary that has caused serious damage, We will reimburse you the cost of hotel accommodation, **for a maximum of five (5) consecutive nights and capped at €80 per night per Insured Person.**

EXCLUSIONS SPECIFIC TO THE HOME ASSISTANCE COVER

The exclusions common to all cover apply.

In addition, damage to your home resulting from gross negligence or a lack of maintenance are excluded and we will not intervene or compensate your losses for any reason whatsoever.

ASSISTANCE AT HOME FOLLOWING REPATRIATION

The cover only applies:

- When your medical repatriation following a serious bodily injury has been organised by our departments;
- Where, following your return home, you are either hospitalised for a period of more than five days or unable to leave your Home for a period of more than five days.

DOMESTIC HELP

If you are at Home alone, we will reimburse the cost of domestic help for the duration of your loss of mobility.

The domestic helper will be responsible for carrying out daily chores.

We cover up to the number of hours indicated in the special conditions within 15 days of the date of your return home, for a minimum of two consecutive hours per day.

Under no circumstances may our cover exceed the duration of the obligation to stay at home.

Only the medical team of our assistance provider is authorised to determine the duration of the domestic help after a medical assessment.

CARE FOR ILL CHILDREN

Where the physician considers that the state of health of a beneficiary child under the age of 15 requires them to remain at home, on medical grounds, for more than two consecutive days, and in the event that no one is available to look after them, from the first day of the incident, AXA will reimburse the cost of:

- A relative travelling to the home of the beneficiary by paying for a return economy-class flight or first class train ticket;
- Having the child looked after by qualified staff at the Beneficiary's home, for a maximum of 20 hours in the 10 days following the date of the event with a minimum of 2 consecutive hours.

AXA intervenes at the request of the parents and cannot be held responsible for events that may occur during trips or while children are in its care.

EDUCATIONAL SUPPORT

Where the doctor considers that the health of the beneficiary child requires immobilisation at home and this obligation results in a school absence of more than 15 consecutive days, AXA will reimburse the cost of one or more tutors.

This support is intended for children enrolled in school in their country of origin to attend classes from primary to secondary level. The tutor(s) will instruct the child in the main subjects: Mathematics, History, Geography, Physics, Biology and Languages.

Only the fees of the tutor(s) are covered for all subjects up to the limit of the number of hours indicated in the table of cover amounts.

These lessons are provided from the 16th day of immobilisation at the child's home during the current school year, excluding public holidays and school holidays.

PET CARE

We will refund the cost of transporting your pets as well as their accommodation costs in the appropriate care facility close to your Home or to the destination of your choice located in your Home country and less than 50 km from your Hospitalisation location, up to the amount indicated in the table of cover amounts, for a maximum of one month. This service is subject to compliance with the conditions of transport, reception and accommodation defined by the service providers and care establishments (up-to-date vaccinations, deposit, etc.).

This service can only be provided if you or someone authorised by you can meet the chosen service provider to entrust the animals to them.

COMFORT IN HOSPITAL TV RENTAL

We will reimburse you for any TV rental costs you incur while hospitalised on your return from your trip, **capped at €75 per event**.

To obtain reimbursement, you must send us:

- A medical certificate;
- A hospitalisation form;
- Confirmation of booking the trip;
- The original paid TV rental invoice.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Send us all the original documents necessary to compile the claim file and prove the merits and amount of the claim, together with original invoices.

CLAUSE 7: REIMBURSEMENT OF SEARCH AND RESCUE COSTS

PURPOSE OF THE COVER

You are covered for the reimbursement of search and rescue costs required by the intervention, at sea, in the mountains, in a private or public area, of teams belonging to properly approved companies using any means, to locate you and evacuate you to the nearest suitable reception centre.

AMOUNT AND LIMITATION OF COVER

Over is limited to 60 (sixty) hours of searching.

Our reimbursement per beneficiary and per trip is made up to the amounts indicated in the table of cover amounts, up to the amount provided for per event regardless of the number of beneficiaries concerned. The cover applies in addition to or after the exhaustion of any other similar cover from which you may benefit.

CLAIMS PROCEDURE

You or any person acting on your behalf must notify us within five working days of the end date of your trip in accordance with the claims procedure as described in the "Insurance Claim Procedure" section.

Your letter of claim must contain the following information:

- Your full name and address;
- Agreement number;
- The date, causes and circumstances of the event;
- Original supporting documents.

SPECIFIC EXCLUSIONS TO THE SEARCH AND RESCUE COSTS COVER

The exclusions common to all the cover under this Policy and the exclusions specific to medical assistance apply.

In addition, the following costs will not be advanced, reimbursed or paid:

- Search and rescue costs resulting from a failure to observe the safety rules issued by the site operators and/or the regulations governing the activity undertaken by the Insured Person.
- Search and rescue costs incurred by taking part in a professional sport, expedition (exploratory trip that requires specific infrastructure) or competition.

CLAUSE 8: PERSONAL LIABILITY COVER ABROAD

PURPOSE OF THE COVER

The purpose of this policy is to cover the financial consequences of the Insured's civil liability for bodily injury, property damage or consequential loss caused to third parties in the course of his or her private life, by the Insured, the persons for whom he or she is responsible or the things or animals in his or her care, provided that the event causing the damage occurred during the period of validity of this Policy.

SUBSIDIARITY OF THE COVER

This cover applies in countries in which the Insured Person is not covered by any liability insurance taken out elsewhere.

RENTAL LIABILITY ABROAD

PURPOSE OF THE COVER

This insurance covers the monetary consequences of liability that the Insured Person may incur in the event of property damage caused by fire, explosions, flames or sparks, or water damage occurring during a Trip abroad of less than 90 consecutive days to:

- Property covered by a rental agreement;
- Movable property inside furnished rented housing and listed in the inventory appended to the rental agreement.

With regard to:

- The owner of the holiday rental property:
 - For property damage caused to the building and the furniture in the rented premises,
 - For rent of which he/she is deprived and the loss of use of the rented property,
 - For property damage suffered by other tenants that he/she is required to compensate. Neighbours and Third Parties: for property damage and financial losses that they suffer.

SUBSIDIARITY OF THE COVER

This cover applies in countries in which the Insured Person is not covered by any liability insurance taken out elsewhere.

LEGAL EXPENSES ABROAD

PURPOSE OF THE COVER

For defence: the costs of legal proceedings for the defence of the Insured Person when he/she is brought by a third Person before the criminal courts following an offence committed at the time of an event covered by the private liability Abroad cover.

For recourse: the costs of legal proceedings for the Insured Person to seek recourse against a third Person when he/she has suffered damage, provided that the harmful event is covered under the private liability Abroad cover.

DEFINITION OF COSTS OF LEGAL PROCEEDINGS

Refers to the costs of civil proceedings brought with the agreement of AXA order to organise the defence of the Insured Person or his/her recourse, such as investigation costs, costs of police reports, bailiff's reports, expert or technical fees, lawyer's fees and non-taxable costs. **Penalties and/or fines imposed on the Insured Person are excluded.**

LIMIT OF COVER

The amount paid in compensation may not exceed the limits defined in the Table of Cover Amounts.

HOW THE COVER IS APPLIED OVER TIME

Please see Appendix 1 "How the Liability Cover Applies Over Time".

This insurance with "claims occurring" trigger, in accordance with the provisions of article L124-5 of the French Insurance Code, covers the Insured Person against the monetary consequences of his/her liability, provided that the harmful event occurs between the initial effective date of the cover and its termination or expiry date regardless of the date of the other elements constituting the loss.

SETTLEMENT AND ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability or settlement, made without the approval of AXA, is enforceable against AXA. Similarly, admitting the materiality of a fact or performing a simple duty of assistance cannot be classed as acknowledgement of liability.

MAKING A CLAIM

The Insured Person must submit the claim to Chapka Assurances **within ten (10) working days** of becoming aware of it:

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

By post to:



**AON FRANCE /
CHAPKA ASSURANCES**
Claims Department

31-35 rue de la Fédération
75717 Paris cedex 15 - France
Telephone: +33 1 74 85 50 50

The claim must contain the following information:

- The full names and addresses of the perpetrator of the loss, the victims and any witnesses;
- The policy number; any information or document necessary to understand the facts, the nature and extent of the damage making it possible to determine the liability incurred; in general, the Insured Person must transmit to AXA any correspondence or document of interest in connection with the claim;
- A detailed explanation of the circumstances of the incident, including photographs and videos (where available);
- Any notices, summons or other correspondence received from a third party;
- Full details of witnesses, providing written statements where possible.

Any claim that does not comply with the provisions of this cover will entail the forfeiture of this cover if such non-compliance causes harm to AXA.

SPECIFIC EXCLUSIONS TO THE LIABILITY ABROAD, TENANT'S LIABILITY AND LEGAL EXPENSES COVER

In addition to the exclusions applicable to all cover, the following consequences are also excluded:

- Damage caused to the Insured Person's Family Members, his/her staff, whether employees or not, in the performance of their duties or to any other person that is an Insured Person under this policy.
- Damage caused to animals or objects belonging to the Insured Person or which have been lent or entrusted to it.
- Damage resulting from theft, disappearance or misappropriation.
- Damage resulting from a breach of trust, slander or defamation.
- Damage caused by:
 - Any land motor vehicle that meets the definition of article L211-1 of the French Insurance Code,
 - Any land vehicle built to be hitched to a powered land vehicle,
 - Any air, maritime or river craft.
- Damage resulting from hunting, all mechanical sports (motor, motorcycle and more generally any powered land vehicle) and all air sports.
- Damage caused to third parties resulting from the organisation, preparation or participation in a competition organised on behalf of a sports federation, subject to administrative authorisation or a legal insurance obligation.
- Damage caused during the Insured Person's professional activity or during his/her participation in an activity organised by an association formed under the 1901 French law, an institution or a local community.
- Damage resulting from the Insured Person's liability as the perpetrator of offences committed under the effect of drugs, in a state of drunkenness or alcohol intoxication, or resulting from participation in a bet, challenge or fight.
- Property damage occurring during a party in the leased property attended by more than 10 people.

- Damage to secondary residences, or sports or playing fields of which the Insured is co-owner or tenant by the year.
- The costs of repairing or replacing the pipes, valves and appliances incorporated into water and heating systems, when they are the cause of the loss.

Finally, incidents occurring in Afghanistan, Belarus, North Korea, Crimea, Cuba, the Donetsk and Luhansk regions of Ukraine, Iran, Russia, Sebastopol, Syria and Venezuela are excluded.

CLAUSE 9: SPORTS LIABILITY

PURPOSE OF THE COVER

This policy is intended to cover the financial losses that the Insured Person may incur following an amicable or legal claim made against him/her by an injured third party due to any bodily injury, property damage or consequential loss, caused to the latter during his/her sports or leisure activities.

The cover is acquired by the Insured Person during the practice of the sports or leisure activity as defined in this policy, during his/her trip, provided that this activity is not covered by another insurance policy.

The cover is implemented under the following conditions:

- When the Insured Person has caused damage to a Third Party who challenges his/her civil liability by means of a claim;
- And where the harmful event occurred between the date on which the cover initially came into effect and its termination or expiry date.

LIMIT OF COVER

The amount paid in compensation may not exceed the limits defined in the Table of Cover Amounts.

HOW THE COVER IS APPLIED OVER TIME

Please see Appendix 1 "How the Liability Cover Applies Over Time".

This insurance with "claims occurring" trigger, in accordance with the provisions of article L124-5 of the French Insurance Code, covers the Insured Person against the monetary consequences of his/her liability, provided that the harmful event occurs between the initial effective date of the cover and its termination or expiry date regardless of the date of the other elements constituting the loss.

SETTLEMENT AND ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability or settlement, made without the approval of AXA, is enforceable against AXA. Similarly, admitting the materiality of a fact or performing a simple duty of assistance cannot be classed as acknowledgement of liability.

EXCLUSIONS SPECIFIC TO THE SPORTS LIABILITY COVER

In addition to the exclusions applicable to all cover, the following consequences are also excluded:

- Damage caused to the Insured Person's Family Members, his/her staff, whether employees or not, in the performance of their duties or to any other person that is an Insured Person under this policy.
- Damage caused to animals or objects belonging to the Insured Person or which have been lent or entrusted to it.
- Damage resulting from theft, disappearance or misappropriation.
- Damage resulting from a breach of trust, slander or defamation.
- Damage caused by:
 - Any accident resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive sledging, abseiling, Archery, Badminton, Canoeing (up to class 3), Clay pigeon shooting, Cross-country skiing, Elephant riding, Obstacle courses, Fencing, Glacier skiing, Go-Karting, Horse riding, Horse trekking, Balloon flights, Jet biking, Jet skiing, Mountain biking on asphalt tracks, Paintballing, Sailing (more than 20 nautical miles off the coast), Ski touring, Snowblading, Tobogganing, War games, Yachting (more than 20 nautical miles off the coast),
 - Any powered land vehicle, i.e. any motor vehicle intended to be driven on land and that can be propelled by mechanical force and that does not run on rails, as well as any trailer, even if not coupled,
 - Any land vehicle built to be hitched to a powered land vehicle,
 - Any air, maritime or river craft.
- Damage resulting from hunting, all mechanical sports (motor, motorcycle and more generally any powered land vehicle) and all air sports.
- Damage caused to third parties resulting from the organisation, preparation or participation in a competition organised on behalf of a sports federation, subject to administrative authorisation or a legal insurance obligation.
- Damage caused during the Insured Person's professional activity or during his/her participation in an activity organised by an association formed under the 1901 French law, an institution or a local community.
- Damage resulting from the Insured Person's liability as the perpetrator of offences committed under the effect of drugs, in a state of drunkenness or alcohol intoxication, or resulting from participation in a bet, challenge or fight.
- Damage to secondary residences, or sports or playing fields of which the Insured is co-owner or tenant by the year.

Finally, incidents occurring in Afghanistan, Belarus, North Korea, Crimea, Cuba, the Donetsk and Luhansk regions of Ukraine, Iran, Russia, Sebastopol, Syria and Venezuela are excluded.

CLAUSE 10: INDIVIDUAL TRAVEL ACCIDENT

PURPOSE OF THE COVER

The purpose of this cover is to pay to the Insured Person, or one of his/her beneficiaries, a lump sum in the event of an Accident arising during his/her Trip and having resulted in total or partial permanent invalidity observed within twelve (12) months of the Accident or death within 24 months of the Accident.

DEFINITIONS SPECIFIC TO PERSONAL ACCIDENT INSURANCE

ACCIDENT

Injury resulting from the sudden and violent action of an unpredictable external cause beyond the control of the Insured Person.

The following are not considered Accidents: slipped discs or other hernias, lumbagos, sciatica and back strain, heart attacks, coronary heart disease, ruptured aneurysm, coronary embolism, meningeal haemorrhage, nerve damage affecting the traumatised region.

BENEFICIARY

In the absence of an express designation of the Beneficiary, the death benefit is paid to the Insured Person's Spouse, failing which his or her children born or to be born, living or represented by the Insured Person or any other designated person, failing this, the heirs or beneficiaries of the Insured Person or a pre-determined Beneficiary.

STABILISATION

The time when the wounds have stabilised and have taken on a permanent aspect such that treatment is no longer necessary, except to avoid aggravation, and it becomes possible to assess the degree of permanent functional incapacity for permanent injury.

PERMANENT DISABILITY

Permanent loss, total or partial, of the functional capacity of a person expressed as a percentage by reference to Appendix I "Indicative Disability Scale (Work Accidents)" of Article R. 434-32 of the French Social Security Code and established by medical assessment.

LOSS OF	AMOUNT OF COMPENSATION
Both hands	100% of compensation for total permanent disability
Both feet	
Full sight in both eyes	
One hand and one foot	
One hand or one foot and full sight in one eye	

LOSS OF	AMOUNT OF COMPENSATION
One hand	50% of compensation for total permanent disability
One foot	
Full sight in one eye	

AMOUNT OF COVER

IN THE EVENT OF DEATH FOLLOWING AN ACCIDENT

The amount of the lump sum per Insured Person is indicated in the Table of cover amounts.

IN THE EVENT OF PERMANENT DISABILITY

AXA appoints a doctor-appraiser who organises an appraisal in order to determine, after Stabilisation of the Insured Person's condition and no later than three (3) years from the date of the Accident, the disability rate of the Insured Person, by reference to Appendix I "Indicative Disability Scale (Work Accidents)" determined by the social security pursuant to Article R. 434-32 of the French Social Security Code. The amount of the lump sum allocated depends on the permanent invalidity rate observed during the twelve (12) months following the Accident.

The minimum disability rate taken into account to qualify to benefit from this cover is set at 10%.

The amount of compensation is equal to the result of the following terms:

- Permanent invalidity rate determined by the below scale, which is estimated based on the maximum capacity existing on the date of acceptance to the insurance;
- For multiple disabilities arising either from the same Accident or successive Accidents, each partial disability is assessed in isolation without, however, the addition of the partial invalidity rates concerning the same member or organ being able to exceed the rate resulting from its total loss. In any event, the total sum of partial disabilities is limited to 100%, with the total lump sum or the last partial lump sum calculated accordingly.

NON-CUMULATIVE

The death benefit and permanent disability compensation are one and the same cover: the Personal Accident cover. Consequently, in the event of death following the Accident after recognition of a Permanent Disability following the same Accident, the compensation paid or due by AXA respect of the permanent disability is deducted from those due in the event of death.

MAXIMUM COMMITMENT: COVER LIMIT PER EVENT

In the event that the cover is accepted in favour of several Insured Persons who are victims of the same event, AXA's maximum commitment may not exceed €2,500,000 for all compensation due in respect of death and permanent disability. The compensation due will then be reduced and paid proportionally.

METHOD OF APPLICATION AND REQUIRED SUPPORTING DOCUMENTS

The Insured Person, or one of his/her beneficiaries, must submit the claim within 30 days of the date of the Accident or the date on which he/she became aware thereof:

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

By post to:



**AON FRANCE /
CHAPKA ASSURANCES**
Claims Department

31-35 rue de la Fédération
75717 Paris cedex 15 - France
Telephone : +33 1 74 85 50 50

The claim must contain the following information:

- The full names and addresses of the perpetrator of the loss and any witnesses;
- The Policy number;
- Any information or document necessary to know the facts, nature, circumstances, date and place of the Accident;
- A copy of an identity document to certify the status of the Insured Person;
- In the event of death, any document to certify the status of Beneficiary of the accidental death benefit (copy of identity document, civil union contract, family book, etc.;
- In the event of disability: the final notification of the grant of the invalidity pension or disability annuity issued by the Social Security when the entitlement was granted;
- Where applicable: the death certificate.

In a confidential envelope for the attention of the Medical Advisor of Chapka Assurances:

- The Hospital Form and the medical certificate containing the date of the first medical act, a detailed description of the nature of the injury and care, and the consequences thereof;
- In the event of invalidity: the certificate of stabilised condition;
- In general, the Insured Person must send any correspondence or procedure documents that might be relevant to the claim.

In addition to these documents, Chapka Assurances reserves the right to request any additional documents deemed necessary. Any claim that does not comply with the provisions of this cover results in its forfeiture.

ACCIDENTAL DEATH BENEFIT

The death benefit is paid within sixty (60) days of receipt of all necessary supporting documents. Payment will be made in euros.

PERMANENT DISABILITY BENEFIT

At any time, AXA reserves the right to appoint an appraiser doctor of its choice, who will be responsible for verifying that the Insured Person's health status falls within the scope of this cover. The refusal of the Insured shall result in the cancellation of this cover. The AXA doctor may ask the Insured Person for any document that it deems necessary for the analysis of the Insured Person's state of health.

Permanent invalidity compensation is paid to the Insured Person within sixty (60) days of receipt of all necessary supporting documents. Payment will be made in euros.

At the request of the Insured Person, if AXA and the Insured Person have not reached an agreement on the final disability rate or if their condition has not stabilised at the end of a period of one (1) year from the date of submission of the claim, advance payments may be made to the Insured Person.

SUBROGATION

After payment of the amounts insured in the event of accidental death, no appeal is possible against the person responsible for the loss, in accordance with Article L. 131-2 of the French Insurance Code.

After the payment of the insured sums in the event of permanent disability, AXA will be entitled to take subrogatory action against the person responsible for the loss if the sums allocated are by way of indemnity insurance.

EXCLUSIONS SPECIFIC TO THE PERSONAL ACCIDENT COVER

The General Exclusions to all cover apply. The following exclusions also apply:

- The previous state of the Insured Person.
- Accidents occurring at work for:
 - Aircraft pilots or flight crews,
 - Workers on oil and gas platforms,
 - Humanitarian workers.
- Any claim for compensation arising directly or indirectly from any pre-existing health condition.
- Any claim for compensation not arising from an unintentional accident.
- Any claim for compensation when you are not travelling by public transport.
- Any disability or death caused by deterioration in physical health (e.g. stroke or heart attack) and not as a direct consequence of bodily injury.
- Compensation for total permanent disability one year after the date of your bodily injury.
- Normal and usual travel between your home and your place of work or secondary residence will not be treated as travel covered by this policy.

In addition, the consequences of the following are excluded:

- Suicide attempts (including assisted suicides/euthanasia) and the consequences thereof.
- An Accident suffered during Travel to one of the regions or countries for which the Ministry of Foreign Affairs has advised against it.
- Cosmetic treatment and/or cosmetic surgery not resulting from a Covered Accident or their consequences.
- Practising the following activities:
 - Driving two-wheeled terrestrial motor vehicles with a cylinder greater than 125 cm³,
 - Aerobatics, parachuting, ULM, deltaplane, paragliding, hot-air balloons or similar motors,
 - Try-outs, training or participation in trials or competitions involving the use of motor vehicles or boats,
 - Bobsleigh, rock climbing, skeleton, mountaineering, competitive sledging, abseiling, archery, badminton, canoeing (up to class 3), clay pigeon shooting, cross-country skiing, elephant riding, obstacle courses, fencing, glacier skiing, go-karting, horse riding, horse trekking, balloon flights, jet biking, jet skiing, mountain biking on asphalt tracks, paintballing, sailing (more than 20 nautical miles off the coast), ski touring, snowblading, tobogganing, war games, yachting (more than 20 nautical miles off the coast),
 - Competition sports,
 - Professional sports,
 - Attempts to achieve records, bets of any kind,
 - Sports leisure stays, raids and expeditions or any sporting activity that is the main reason for the Travel.
- Cures of any kind.
- Negligence, lack of care or the use of empirical care without medical control (except in the case of force majeure).
- Neurological, psychiatric or psychological disorders.

Finally, Accidents occurring in Afghanistan, Belarus, North Korea, Crimea, Cuba, the Donetsk and Luhansk regions of Ukraine, Iran, Russia, Sebastopol, Syria and Venezuela are excluded.

CLAUSE 11: MISSED FLIGHT

PURPOSE OF THE COVER

If you miss your outbound flight of your Trip for any reason whatsoever due to an event beyond your control, except in the case of a change in time made by the carrier, we will reimburse the cost of purchasing a new ticket for the same destination and by the same means of transport initially purchased, provided that you leave within the following 24 hours or on the first available flight. We will pay up to the amount stated in the Table of Cover Amounts.

The "Flight Delay" and "Missed Connection" cover may not be combined.

TERMS AND CONDITIONS OF COVER

You must allow sufficient time (i.e. a reasonable amount of time in view of the overall itinerary for the journey based on the means of transport used so that you arrive on time for check-in) for the Passenger Transport Company or any other means of transport to convey You and drop You off at the point of departure on time;

- You must obtain written confirmation by the carrier or any police authority confirming the delay and stating the reason;
- You must obtain any proof of unexpected weather conditions: weather report, statement by the police authorities;
- You must keep all receipts and invoices;
- If necessary, you must obtain written confirmation by the police or breakdown services regarding the breakdown or accident in which the vehicle you used to travel to the point of departure was involved. Vous utiliserez pour vous rendre au point de départ.

EXCLUSIONS SPECIFIC TO THE MISSED FLIGHT COVER

The exclusions common to all cover apply. The following exclusions also apply:

- Costs and expenses that you incur and the compensation of which is the responsibility of travel agents and operators in the sale of travel and stays pursuant to the French Tourism Code or to air carriers and travel organisers pursuant to Regulation (EC) No 261/2004 of 11 February 2004 laying down the rules for compensation and assistance for passengers in the event of the cancellation or significant delay of a flight.
- Any strike or social movement in progress or publicly announced on the date this cover entered into force, or on the date on which you booked your Stay (whichever occurred first).
- A breakdown or accident affecting the vehicle in which You have travelled, where You are unable to provide a certificate from the police or the breakdown services.
- A breakdown affecting the vehicle owned by You and in which You were travelling, which has not been maintained in accordance with the manufacturer's instructions.
- Withdrawal (temporary or otherwise) of authorisation for an aircraft or boat on the recommendation of the civil aviation or port authorities or any similar authority, regardless of the country.
- Additional charges where the passenger transport company has offered a reasonable alternative.
- Missed departure where there are fewer than 2 hours between connecting flights at an international point of departure, or less connection time than that imposed by the flight booking systems.
- Any expenses incurred when a reasonable alternative was proposed within 12 hours of the scheduled departure time or within 12 hours of the actual arrival time of a connecting flight.

CLAUSE 12: FLIGHT DELAY

WHAT IS THE NATURE OF THE COVER?

The Insured Person is compensated up to the amount stated for each event in the table of cover amounts.

IN WHAT CASES DO WE INTERVENE?

If the flight delay in relation to the initial arrival time indicated on the Insured Person's travel ticket is greater than:

- Four hours for a scheduled flight;
- Six hours for a non-scheduled charter-type flight.

If the flight delay is due to:

- Adverse weather conditions;
- A mechanical or technical breakdown of the scheduled means of public transport on which you booked your travel.

AXA compensates the Insured Person for any unforeseen costs incurred on site (refreshments, meals, hotel accommodation and local transfers between the airport and the hotel).

This cover applies provided that the flight confirmation formalities were carried out within the time period required by the Tour Operator.

In the event of disagreement,

- For Scheduled Flights, the "Official Airlines Guide" will be used as a reference to determine flight times and connections;
- For chartered flights, arrival times, connections and destinations are those appearing on the Insured ticket.

We only intervene in addition to any compensation you may claim from the carrier and/or the Trip Organiser under the regulations in force on the day of the incident.

WHAT ARE THE CONDITIONS OF COVER?

The FLIGHT DELAY cover applies under the following conditions:

- The cover must be taken out before the first trip to be covered;
- You must have paid the corresponding contribution;
- You must have taken the covered flight.

WHAT ARE THE OBLIGATIONS TO BE MET IN THE EVENT OF A FLIGHT DELAY?

In order for the FLIGHT DELAY cover to apply, you must first have the travel company that arranged the trip or, failing that, the airport authorities, complete the claim form, indicating the scheduled initial arrival time and the actual arrival time of the covered flight.

In addition, you must have the company or authorities referred to above stamp the said form.

If you cannot do this for any reason, the time chosen for the calculation of the compensation will be that indicated by the travel agency or by the airline that provided the flight.

Upon your return from travel and no later than the following month, you must send to the Claims Manager a copy of your plane ticket, the invoice for purchase of the covered trip and the stub of your boarding card, as well as the aforementioned claim form duly completed.

WHAT ARE THE EXCLUSIONS APPLICABLE TO THIS COVER?

The exclusions common to all cover apply. The following exclusions also apply:

- Any delay in the return journey for a chartered flight.
- Any delay due to the temporary or permanent withdrawal of an aircraft, ordered:
 - By the airport authorities,
 - By the civil aviation authorities,
 - By a similar organisation.
- Any delay announced more than 24 hours before the departure date.
- Any delay due to refused boarding following failure to comply with the baggage check-in time and/or boarding time.
- Any refused boarding due to overbooking.
- Any flight missed for which the Insured Person's booking was confirmed regardless of the reason.
- Any event for which the travel organiser may be liable pursuant to the Order of 20 December 2017 transposing into French law Directive (EU) 2015/2302 of 25 November 2015 on package travel and related travel services or to the carrier pursuant to Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 laying down common rules on passenger compensation and assistance.
- The absence of any fortuitous event.
- Costs or expenses that a carrier or contractor is required to repay to you, has repaid to you or will repay to you and all amounts paid as compensation by the carrier.
- Claims for compensation where you failed to comply with the terms of the agreement with the travel agency, tour operator or transport service provider.
- Claims for compensation where you have not obtained written confirmation from the carriers (or their representatives) of the number of hours of delay and the reason for the delay.
- A strike or social uprising or delay due to air traffic control which began or was announced before you arranged your trip and/or took out the policy.
- The withdrawal (temporary or otherwise) of authorisation for a means of public transport on the recommendation of the civil aviation or port authorities or any similar body, regardless of the country.
- Private flights.

This cover may not be used in conjunction with the "Missed Flight" cover.

CLAUSE 13: MISSED CONNECTION

PURPOSE OF THE COVER

If you arrive at the airport, port or railway terminal too late to start your international journey due to a connecting flight to your international point of departure being delayed, and the connecting time between flights does not exceed 12 hours and is not less than 2 hours (a longer connecting time must be provided for if flight booking systems require longer periods for connecting flights), we will cover the additional transport and accommodation costs (room only) that You have had to incur to reach your destination abroad or your connecting flight outside your Home Country. Our cover is limited to the per person amount stated in the Table of Cover Amounts.

This cover applies only to international means of travel leaving Your Home Country.

We only intervene in addition to any compensation you may claim from the carrier and/or the Trip Organiser under the regulations in force on the day of the incident.

TERMS AND CONDITIONS OF COVER

- You must allow sufficient time to travel by passenger transport company or by any other means to the point of departure;
- You must obtain written confirmation by the carrier or any police authority confirming the delay and stating the reason;
- You must obtain any proof of unexpected weather conditions: weather report, statement by the police authorities;
- You must keep all receipts and invoices;
- If necessary, you must obtain written confirmation by the police or breakdown services regarding the breakdown or accident in which the vehicle you used to travel to the point of departure was involved.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must send us, upon your return and within 15 days at the latest, the duly completed declaration of delay, a photocopy of your plane ticket, the invoice for purchase of the covered ticket and the boarding pass stub.

EXCLUSIONS SPECIFIC TO THE MISSED CONNECTION COVER

The exclusions common to all cover apply. The following exclusions also apply:

- Costs and expenses that you incur and the compensation of which is the responsibility of travel agents and operators in the sale of travel and stays pursuant to the French Tourism Code or to air carriers and travel organisers pursuant to Regulation (EC) No 261/2004 of 11 February 2004 laying down the rules for compensation and assistance for passengers in the event of the cancellation or significant delay of a flight.
- Any strike or social movement in progress or publicly announced on the date this cover entered into force, or on the date on which you booked your Stay (whichever occurred first).
- Withdrawal (temporary or otherwise) of authorisation for an aircraft on the recommendation of the civil aviation authorities or any similar authority, regardless of the country.
- Missed departure where there are fewer than 2 hours between connecting flights at an international point of departure, or less connection time than that imposed by the flight booking systems.
- Any expenses incurred when a reasonable alternative was proposed within 4 hours of the scheduled departure time or within 4 hours of the actual arrival time of a connecting flight.
- A decision of the airport authorities, the civil aviation authorities, or any other authority announced 24 hours before the departure date of your trip.
- A missed flight on which your reservation was confirmed, for whatever reason.
- Boarding is refused as a result of failure to comply with the baggage check-in time and/or boarding time.
- Any breakdown affecting a vehicle in which you are travelling if the vehicle belongs to you and it has not been properly serviced and maintained in accordance with the manufacturer's instructions.
- All amounts paid in the form of compensation by the carrier.
- Costs in excess of the original provider's alternative solutions in the form of expenses incurred when travelling on another means of transport.
- Claims for compensation where you have not obtained a written report from the carrier confirming the increased journey time and the reason for the delay.
- Private flights.
- You are prevented from boarding as a result of your misuse of drugs or alcohol or your inability to present a passport, visa or any other document required by the public transport operator.

CLAUSE 14: TRIP INTERRUPTION

WHAT DO WE COVER?

We will reimburse you, as well as members of your insured family or a person accompanying you, on a pro rata basis, for accommodation expenses already paid and unused (transport not included) from the night following the date of early return (i.e. after applying a one-day waiting period) in any of the following three scenarios:

- Following your medical repatriation organised by us;
- If a Member of your family not participating in the trip suffers a serious illness, serious injury or death and, as a result, you have to curtail your stay and we proceed with your repatriation;
- In the event of theft, serious fire damage, explosion, water damage or damage caused by the forces of nature to your professional or private premises and necessarily involving your presence to take the necessary protective measures.

WHAT ARE THE SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER?

In addition to the exclusions common to all heads of cover, the following are also excluded from this cover for interruption of your stay:

- Any claim for compensation where you do not receive prior authorisation from us before returning to your home country. We will confirm whether you need to return home.
- Before any interruption due to bodily injury or illness.
- Any claim for compensation arising directly or indirectly from pre-existing illnesses diagnosed and/or treated unless there is an unpredictable complication or clear worsening.
- Any claim for compensation relating to IVF treatment.
- Claims for compensation where you have not provided all the necessary documents requested by us.
- Any claim for compensation arising directly or indirectly from circumstances known to you prior to the date on which you activated your insurance card, the booking date or the start of any trip (whichever is later) that could reasonably have given rise to a claim for compensation.
- All costs incurred in the event that the trip is curtailed due to bodily injury or illness when you do not present a medical certificate from the doctor treating the injured/ill person, stating that you needed to terminate the trip and that the bodily injury or illness prevented you from travelling or required you to return to your home country.
- Any claim for compensation relating to persons travelling with you who are not covered by the policy.
- Any costs paid using points earned through loyalty programmes, e.g. Avios (formerly air miles), bonus card programmes, Timeshare programmes, Holiday Property Bond programmes or other holiday points programs and/or any associated maintenance costs.

- Costs or charges for which the public transport provider will compensate you.
- Claims for compensation when you have not complied with the contractual terms of the travel agent, tour operator or carrier.
- A strike or social uprising or delay due to air traffic control in progress or publicly announced on the date on which the cover took effect or on the date on which you booked your trip (whichever is later).
- The withdrawal (temporary or otherwise) of authorisation for an aircraft or boat on the recommendation of the civil aviation or port authorities or any similar authority, regardless of the country.
- Any claim for compensation arising from the failure of the provider of any service involved in booking your trip to provide any part of your trip (excluding excursions), including due to error, insolvency, omission or default.
- Any interruption caused by a work commitment or a change in your holiday entitlement by your employer, unless you, a travelling companion or a person with whom you are staying during your trip, are a member of the armed forces, the police, fire, nursing or ambulance services or an employee of a government department and your/his/her authorised leave is cancelled for operational reasons.
- Any claim resulting from your inability to travel due to a failure to hold, obtain or present a valid passport or any required visas for any member of the travelling group.
- Any unused or additional costs you have incurred that are recoverable from: accommodation providers, their booking agents, the travel agency or other compensation programme.
- Transport companies, their booking agencies, the travel agency or a compensation programme.
- Your credit or debit card provider, or PayPal.
- Any costs of transportation and/or accommodation not provided by us or incurred without our prior consent.
- Any claim arising from pregnancy complications occurring before you travel.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Send the Insurer all the documents necessary to compile the claim file and prove the merits and amount of the claim;
- In all cases, the originals of the detailed invoices of the tour operator showing the land services and transport services will be systematically requested;
- Without the medical information necessary to enable our medical advisor to investigate, the claim cannot be settled.

CLAUSE 15: IMPOSSIBLE RETURN

WHAT DO WE COVER?

This insurance covers the costs incurred by the Insured Person following Transport Disruption and for which he/she can provide proof of having requested and of not having obtained a refund from the carrier or tour operator turned to in the first instance. Only costs substantiated by invoices can be reimbursed.

The cover applies in addition to or after the exhaustion of comparable cover from which the Insured Person may benefit with the carrier, travel agent, Tour Operator or payment card issuers.

SPECIFIC DEFINITIONS

TRANSPORT DISRUPTION

Inability of the carrier or tour operator, following a covered event to leave the return port or airport on the date and at the time stated on the ticket or trip registration form.

EVENTS COVERED

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

DURING YOUR TRIP

Following the impossibility of your return on the date initially planned and the modification of the latter by the organiser and/or the airline, we will reimburse you, upon presentation of the supporting documents, for hotel expenses (hotel and meals) resulting from the extension of the stay up to the amount specified in the table of cover amounts.

This cover may not be used in conjunction with the "Extension of Stay on site" cover in the case of assistance.

WHAT ARE THE SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER?

The general exclusions to all cover apply with the exception of exclusions related to Natural Disasters which do not apply to this cover. The following exclusions also apply:

- Any event covered by this insurance when it is publicly known or announced on the date of booking the Trip or taking out this cover (if it is after the date of booking the Trip).
- An aircraft or ship withdrawn from service (whether temporarily or not) for any reason independent of the events covered upon recommendation of the Civil Aviation Authority, a port authority or similar body irrespective of its country of origin.
- Refusal to boarding due to the use of drugs, alcohol or violent or undisciplined behaviour by the Insured Person or a person accompanying him/her.
- Refusal to boarding due to the Insured Person's inability to provide a valid passport, visa or other documents required by the carrier or his/her representatives.

The following will not be covered or reimbursed:

- Airport taxes.
- Tickets paid for with miles acquired through a loyalty programme.
- The accommodation costs paid as part of a time-share, exchange or other points system.
- The costs that the Insured Person has incurred for which he/she has received or will receive a reimbursement or other compensation (tickets, meals, refreshments, accommodation, transfers, assistance) from the carrier, travel agent, tour operator or payment card issuers.
- The transport and accommodation costs that the Insured Person has incurred once the carrier or tour operator has offered a reasonable alternative which the Insured Person has refused.
- Everyday costs such as meals or drinks which you would normally have paid for during the Trip.
- The costs that the Insured Person incurs when the tour operator or local authorities do not consider it necessary to deviate from the programme initially planned in the package.
- The costs incurred for persons not covered by this insurance.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Send us all the original documents necessary for the compile the claim file and prove the merits and amount of the claim, In the case of an extension of stay: original invoices for hotel expenses.

CLAUSE 16: REPLACEMENT VEHICLE

WHAT DO WE COVER?

In the event of an accident, fire or theft affecting your personal vehicle used during your trip, we will reimburse you for the costs of renting a replacement vehicle in an equivalent category (maximum SDMR*) to the damaged vehicle, with unlimited mileage and mandatory insurance and excluding all other costs, for a maximum period of 4 days, without exceeding the length of the trip or the period in which the vehicle is out of use. Cover is available provided that the Member proves the materiality of the loss.

*Acrrs code

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Send us all the original documents necessary to compile the claim file and prove the merits and amount of the claim, together with original invoices for the rental of a vehicle.

CLAUSE 17: SPORTS EQUIPMENT

WHAT DO WE COVER?

You are covered for the reimbursement of the cost of the sports equipment, up to the amount stated in the Table of Cover Amounts, owned by you or made available to you by a professional hire company in the event of:

- Accidental damage to equipment;
- Theft of the equipment.

The cover is available to the Insured Person during the practice of the covered sports or leisure activity, as defined in the "Definitions" article of this policy and, during his/her trip, provided that this activity is not covered by another insurance policy.

This cover cannot be used in conjunction with the "Baggage and personal effects" cover.

The amount payable will be the value of the item at the time of purchase minus a deduction for depreciation and tear as shown in the table below (if the equipment can be repaired, we will only pay the repair costs)

DEPRECIATION	AMOUNT OF COMPENSATION
Sports equipment up to 1 year old	90% of the purchase price
Sports equipment up to 2 years old	70% of the purchase price
Sports equipment up to 3 years old	50% of the purchase price
Sports equipment up to 4 years old	30% of the purchase price
Sports equipment up to 5 years old	20% of the purchase price
Sports equipment over 5 years old	no reimbursement
No supporting documents provided	no reimbursement

WHAT ARE THE EXCLUSIONS APPLICABLE TO THIS COVER?

In addition to the exclusions common to all cover, the following are not covered:

- Consequences resulting from use that does not comply with the manufacturer's instructions.
- Damage resulting from the Insured Person's proven negligence.
- Theft or loss of the equipment.
- Simple damage to the equipment.
- IT equipment.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Send us all the original documents necessary to compile the claim file and prove the merits and amount of the claim, together with original invoices for the purchase or rental of the equipment.

GENERAL EXCLUSIONS TO ALL COVER

In addition to the exclusions listed in this Notice, the consequences of the following are excluded and will not give rise to any intervention by AXA lead to compensation on any basis:

- Pre-existing illnesses diagnosed and/or treated unless there is an unpredictable complication or clear worsening.
- For all sections, claims for compensation arising from a reason that does not appear in the WHAT IS COVERED section.
- Claims for compensation where you have not, at your expense, provided all the necessary documents as stated by us. We may also ask you for documents in addition to those listed in support of your claim for compensation.
- Your participation in or practice in any manual Activity, air transportation (except as a paying passenger on an aeroplane authorised to carry passengers), any use of two- or three-wheeled motor vehicles (unless you hold a driving licence authorising you to drive such vehicles in your home country and the country of destination of your trip and you and your passengers are all wearing helmets) (see the SPORTS AND ACTIVITIES section as defined in this policy), acting, professional sports, racing (other than on foot), rallies or motor vehicle competitions or any endurance or speed tests.
- Your participation in or practice of any other sport or activity unless explicitly covered in the Sports and Activities section of the list in the definitions of this policy. Sports and activities are only covered if they are one-off, non-competitive and non-professional. Under no circumstances will a claim for compensation arising from an activity that is not listed be covered, regardless of whether it is undertaken as part of an excursion or an organised event.
- Skiing contrary to warnings or advice from local authorities, skiing or snowboarding off-piste while an avalanche alert of greater than 2 is in place, ski stunts, freestyle skiing, ice hockey, skibobbing, tobogganing, heliskiing, acrobatic skiing, ski flying, ski jumping, ski mountaineering, using snow groomers, karting on snow or the use of bobsleighs, luges or skeletons.
- Any claim for compensation resulting from medication not prescribed by a doctor, or any addiction, abuse or behaviour under the influence of drugs or alcohol.
- Any claim for compensation resulting from assisted suicide or euthanasia.
- Any unjustified self-exposure to a risk (except where it involves saving a human life).
- Any claim for compensation resulting from your involvement in a fight, except in the case of self-defence.
- Your trip despite the health requirements stipulated by the carrier, its handling agents or any other public transport provider.
- Any unlawful action you commit or any legal proceedings brought against you or any loss or damage deliberately suffered or caused by you.
- Any other loss, damage or additional expenses arising from the incident in respect of which you are making a claim for compensation. These additional losses, damage or expenses include, for example, costs incurred in preparing a claim for compensation, loss of income, losses or costs caused by disruption of your business, inconvenience, distress or loss of use.

- Any claim for compensation where you have a right to compensation under any other insurance policy, including any amount recoverable from any other source, excluding any excess over the amount that would have been covered by any other insurance policy or any amount recoverable from any other source if such cover not been provided.
- Any trip to a specific country, region or to a specific event where the Ministry of Foreign Affairs or a regulatory authority of the country of destination or your Home country has advised against travel.
- Climbing or jumping from a balcony or moving between balconies, regardless of the height of the balcony.
- Any expense that you would have been required to pay or that you would have been expected to pay if the incident that resulted in the claim for compensation had not occurred.
- Any circumstances of which you were aware before the policy was taken out or when you booked any trip and which could reasonably result in a claim for compensation under this policy.
- Telephone, fax or Internet costs, unless they are justified as costs incurred in contacting us.
- A medical condition for which you are not taking the recommended treatment or medication prescribed by the doctor.
- Wars, invasions, actions taken by foreign enemies, hostilities or warlike operations (whether or not declared), civil wars, rebellions, acts of terrorism, revolutions, insurrections, public disorder resulting in an uprising, military coup or usurpation of power. However, this exclusion does not apply to claims covered by the EMERGENCY MEDICAL EXPENSES section, unless such claims are the result of a nuclear, chemical or biological attack or the issue already existed when you began your trip.
- Strikes.
- Any ionising radiation or contamination by radioactivity from any nuclear fuel or waste, the combustion of a nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- Any loss, destruction or damage directly caused by pressure waves caused by aircraft and other airborne devices moving at sonic or supersonic speeds.
- No insurance company shall be deemed to provide cover or be required to pay out under any claim for compensation or insurance hereunder to the extent that the provision of such cover, the payment of such claim for compensation or the provision of such insurance would expose the insurance company to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, or laws or regulations of the European Union, the United Kingdom or the United States of America.
- All virtual currencies, including but not limited to cryptocurrencies and fluctuations in their value.
- Failure of air traffic control systems, airports' IT systems or any travel booking system, including loss of access, use, loss of data and system failure caused by a cyber attack.

RESTRICTIONS

LIMITATION OF LIABILITY

AXA's commitment is based on an obligation of due care and not a performance obligation.

AXA cannot be held liable for any business or commercial damage that a Beneficiary suffers as a result of an incident requiring assistance services.

AXA may not replace any local or national emergency or search and rescue services and will not pay for any costs incurred as a result of their intervention, unless stated otherwise in the policy.

EXCEPTIONAL CIRCUMSTANCES

AXA may not therefore be held liable for any non-implementation or delays in implementation of the cover, caused by civil or foreign war (declared or otherwise), general mobilisation, the requisition of people and equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strike, uprising or civil unrest, restrictions on the free circulation of goods and people, natural disasters, the effects of radioactivity, epidemic, any infectious or chemical risk, and any cases of force majeure.

SANCTION IN THE EVENT OF MISREPRESENTATION OF THE INFORMATION CONSTITUTING THE RISK

Any intentional misrepresentation, omission or inaccurate declaration of the circumstances of the risk will result in the application of the penalties provided for in the French Insurance Code:

- The invalidity of your policy in the event of intentional misrepresentation (Article L. 113-8 of the French Insurance Code).
- If the intentional misrepresentation, made before any claim, is not established, increase in the premium or termination of the policy (Article L. 113-9 of the French Insurance Code).
- If the intentional misrepresentation, made after a claim, is not established, the reduction of your compensation in proportion to the difference between the premium paid and the premium that should have been made if the declaration had been in accordance with the reality (Article L. 113-9 of the French Insurance Code).

SANCTION IN THE EVENT OF MISREPRESENTATION OF THE INFORMATION CONSTITUTING THE CLAIM

Any fraud, reticence or intentional misrepresentation on your part about the circumstances or consequences of a claim will result in the loss of any right to payment or compensation for this claim.

CUMULATION OF INSURANCE

In accordance with the provisions of Article 121-4 of the French Insurance Code, when several insurance policies are taken out without fraud against the same risk, each of them is effective within the limits of the policy's cover and in compliance with the provisions of Article 121-1 of the French Insurance Code. In this case, the Insured Person must notify all insurers.

Within these limits, the Insured Person may contact the Insurer of his/her choice. When the policies are taken out in a wilful or fraudulent manner, the penalties provided for in the French Insurance Code (invalidity of the policy and damages) are applicable.

LEGAL FRAMEWORK

COMPLAINTS AND MEDIATION

In the event of a complaint concerning the policy, you can contact your usual contact person or AXA at the addresses indicated below.

In order to facilitate the processing of the request, we invite you to contact:

For requests related to:

- The subscription for and management of the policy and the administration of insurance claims:



**AON FRANCE /
CHAPKA ASSURANCES**
Complaints Department

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

Or by email to:
service.reclamation@aon.com

- The provision of services and the content of the contractual documents:



AXA

C/Tarragona N°161
0814 Barcelona - Spain
gestion-france@axa-assistance.es

AXA and AON undertake to acknowledge receipt within ten (10) working days, unless a response is provided within this period. A response will be sent within a maximum of two (2) months.

From two (2) months from the first written complaint, you can appeal to the Ombudsman, an independent entity, by writing to the following address:



**LA MÉDIATION
DE L'ASSURANCE**

TSA 50110
75441 Paris Cedex 09 - France

Or by completing the referral
form directly on the website:
www.mediation-assurance.org

There is no charge for this recourse. The Ombudsman's opinion is not binding and leaves the Insured Person free to refer the matter to the competent French court. The Ombudsman will provide an opinion within ninety (90) days from receiving the complete file.

PROTECTION OF PERSONAL DATA

By providing your personal information when taking out this policy and using our services, you acknowledge that we may process your personal data. You also agree to our use of your sensitive information. If you provide us with data relating to others, you undertake to inform them that we will use their personal data in the manner described herein and in the privacy statement available on our website: www.axapartners.com/en/page/en.privacy-policy.

We need to process your personal information in order to provide you with an insurance policy and other services. We also use your data to comply with our legal obligations, or where this is in our legitimate interests in the management of our business. If you do not provide this information, we will not be able to offer you a policy or process your claims.

We use your information for a number of legitimate reasons, including:

- The underwriting and administration of policies, handling claims for compensation, providing assistance to travellers, handling complaints, monitoring sanctions and preventing fraud;
- The use of sensitive information about your health or your vulnerability or the information of other persons where relevant in connection with a claim for compensation or for assistance with a view to providing the services described in this policy. By using our services, you agree that we use this information for this purpose;
- Monitoring and/or recording your telephone calls relating to the cover, for purposes of keeping logs, training and quality control;
- Technical studies to analyse claims for compensation and premiums, adjust pricing, support the underwriting process and consolidate financial reports (including regulatory reports). Detailed analysis of claims for compensation in order to better monitor service providers and operations. Customer satisfaction analysis and use of customer segments to better adapt products to market needs;
- Obtaining and retaining any relevant and appropriate evidence in support of your claim for the purpose of providing services under this policy and validating your claim for compensation;
- Sending you requests for comments or surveys regarding our services and other customer support communications.

We may disclose information about you and your insurance cover to companies in the AXA group, our service providers and agents for the purposes of administering and managing your insurance cover and for the purposes of providing you with a travel assistance service, to prevent fraud and collect payments and otherwise as required or permitted by applicable laws.

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

In connection with these activities, we may send your personal data outside the United Kingdom or the European Economic Area (EEA). In this case, we will ensure that appropriate safeguards have been put in place to protect your personal data. This includes ensuring that standards similar to those of the UK and the EEA apply and contractually requiring the party to which we transfer the personal data to protect it in accordance with appropriate standards.

We retain your personal information for as long as it is reasonably necessary to achieve the relevant objectives set out in this notice and to comply with our legal and regulatory obligations.

You are entitled to request a copy of the information we hold about you. You also have other rights regarding how we use your data, as indicated in the privacy policy accessible on our website. If you consider that any information we hold about you is inaccurate, please let us know so that we can correct it.

If you would like to know how to submit a complaint to your data protection authority or if you have any other requests or concerns regarding the way in which we use your data, including obtaining a printed copy of the privacy notice included on the website, please write to us at the following address:



AXA
Délégué à la Protection des
Données (Data Protection Officer)

106-108 Station Road
Redhill - RH1 1PR

Email : dataprotectionenquiries@axa-assistance.co.uk

You also have the right to refer the matter to the Commission Nationale Informatique et Liberté, particularly for any complaints, at the following address: <https://www.cnil.fr/fr/cnil-direct> or by letter to 3 place de Fontenoy, TSA 80715 - 75334 Paris cedex 07.

EVIDENCE AGREEMENT

The Policyholder accepts the dematerialisation of the relationship upon signature of the Insurance Policy by means of a dematerialised procedure and subject to the collection of the first insurance premium. This acceptance is valid for all subsequent insurance transactions and in relation to the Policy. AXA and the Policyholder expressly agree that any electronically signed document processed via the electronic procedure in place constitutes (i) the original of said document, (ii) documentary evidence within the meaning of Article 1316-1 of the French Civil Code having the same probative value as a handwritten paper document, and may validly be enforced against the Parties and be used as evidence in court in the event of a dispute, (iii) constitutes proof of the content of said document, of the identity of the Policyholder and of the Policyholder's consent vis-à-vis the obligations and consequences of the facts and rights arising from the electronically-signed document.

SUBROGATION

After having paid you compensation, with the exception of that paid under the cover for Travel Accidents, we are subrogated in the rights and actions that you may have against third parties responsible for the claim, as provided for in Article L. 121-12 of the French Insurance Code.

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

SANCTIONS AND EMBARGOES

AXA will not be required to provide cover, settle a claim or provide a service hereunder if the provision of such cover, the settlement of such a claim or the provision of such a service would expose AXA to any sanction or restriction under a United Nations resolution or pursuant to the sanctions, laws or trade and economic embargoes of the European Union, the United Kingdom or the United States of America.

LIMITATION OF ACTIONS DERIVING FROM THE INSURANCE POLICY

The limitation period is the period on the expiry of which action can no longer be taken.

Any action arising from this Policy is time-barred after two years from the date of the Qualifying Event (Art. L. 114-1 and L. 114-2 of the French Insurance Code).

The limitation period may be interrupted by one of the ordinary causes of interruption as well as in the following cases:

- Appointment of an expert after a claim;
- Registered letter with acknowledgement of receipt (for payment of your premium* or payment of the compensation);
- A court summons (even urgent interim proceedings), order to pay or seizure;
- Any cause of interruption under ordinary law to the limitation period, as stipulated below. The provisions related to the limitation period for action arising from the insurance Policy are laid down in Articles L.114-1 to L.114-3 of the French Insurance Code and Articles 2240 to 2246 of the French Civil Code reproduced below:

Article 2240 of the French Civil Code: "The acknowledgement by the debtor of the right of the person against whom he is claiming interrupts the limitation period."

Article 2241 of the French Civil Code: "Legal action, even urgent interim proceedings, interrupts the limitation period and the peremptory time limit."

The same applies when the claim is brought before a court without jurisdiction or when the act of referral to the court is quashed due to a procedural defect."

Article 2242 of the French Civil Code: "Interruption resulting from the legal action has continuous effect until the proceedings end." Article 2243 of the French Civil Code: "The interruption is void if the claimant abandons his/her claim or allows the proceedings to lapse, or if the claim is definitively rejected."

Article 2244 of the French Civil Code: "The limitation period or the peremptory time limit is also interrupted by a protective measure taken in application of the French Code of Civil Enforcement Procedures or of an act of enforced performance."

Article 2245 of the French Civil Code: "Formal notice given to one of the joint and several debtors in legal action or an act of enforced performance or the acknowledgement by the debtor of the right of the person against whom he is claiming interrupts the limitation period against all the others, even against their heirs."

However, formal notice given to one of the heirs of a joint and several debtor, or the acknowledgement by that heir does not interrupt the limitation period with regard to other joint heirs, even in case of mortgage debt, if the obligation is divisible. This formal notice or this acknowledgement only interrupts the limitation period, with regard to other joint debtors, for the share by which this heir is bound.

To interrupt the limitation period for all, with regard to the other joint debtors, the formal notice must be addressed to all the heirs of the deceased debtor or the acknowledgement of all these heirs is necessary."

Article 2246 of the French Civil Code: "Formal notice addressed to the principal debtor or his/her acknowledgement interrupts the limitation period against surety."

Article L.114-3 of the French Insurance Code: "In addition, the limitation period is interrupted or suspended against the party which is unable to act due to an impediment resulting from the law, the agreement or force majeure."

In accordance with Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by joint agreement, amend the duration of the limitation period or add causes for suspending or interrupting it."

COMPETENT COURTS - GOVERNING LAW

Under prevailing laws, the place in which this insurance policy is taken out (corresponding to the place of receipt by the insurer of your acceptance of the offer to take out the insurance product) is deemed to be France.

Accordingly, the interpretation and performance of the General Terms and Conditions and Special Terms and Conditions are governed by the French Insurance Code, without prejudice to any mandatory rules that provide greater protection to the policyholder and that may be enacted by the country in which he/she has his/her habitual residence.

In the event that a dispute arises concerning the interpretation or performance of the Policy, the courts in France or in the Member State of the European Union in which the policyholder is habitually resident shall have sole jurisdiction to hear such dispute.

SUPERVISORY AUTHORITY

Inter Partner Assistance (AXA), as an insurance company incorporated under Belgian law, is subject to the prudential supervision of the National Bank of Belgium, located at Boulevard de Berlaimont 14, 1000 Brussels, Belgium - VAT no. BE 0203.201.340 - Brussels Trade Register - (www.bnb.be). The activity carried out in France by Inter Partner Assistance (AXA) and Chapka Assurances (a trademark of AON France) are subject to the prudential control of the Autorité de Contrôle Prudentiel et de Résolution (ACPR - French prudential control and resolution authority), located at 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

APPENDIX 1: HOW THE "LIABILITY" COVER APPLIES OVER TIME

APPENDIX TO ARTICLE A112 OF THE FRENCH INSURANCE CODE

WARNING

This information sheet is provided pursuant to article L. 112-2 of the French Insurance Code.

This contains the information you need to have a clear understanding of how the liability cover applies over time.

It concerns policies taken out or renewed after article 80 of law no. 2003-706 came into force on 3 November 2003. Policies taken out prior to this date are subject to special provisions specified in this law.

UNDERSTANDING THE TERMS

CLAIM

Invoking of your liability, either by letter or any other durable medium, sent to the insured person or the Insurer, or by summons to a civil or administrative court. The same loss can be the subject of several claims, either from the same victim or from several victims.

COVER VALIDITY PERIOD

Period between the effective date of the cover and, after any renewals, its termination or expiry date.

DISCOVERY PERIOD

Period after the cover termination or expiry date. Its duration is specified in the policy. It cannot be less than five years.

If your policy exclusively covers your private liability, refer to I below. Otherwise, refer to I and II below.

HARMFUL EVENT

Fact, act or event giving rise to the damage suffered by the victim and which is the subject of a claim.

I – THE POLICY COVERS YOUR PRIVATE LIABILITY

Outside any professional activity, the cover is triggered on a "claims occurring" basis, when the harmful event occurs.

AXA provides cover when a claim arising from damage caused to another person is made and your liability or that of the other persons covered by the Policy is incurred, provided that the event giving rise to such damage occurred between the effective date and the termination or expiry date of the cover.

The claim must be submitted to the Insurer whose cover is or was valid at the time the harmful event occurred.

II – THE POLICY COVERS PROFESSIONAL LIABILITY

The insurance Policy must specify whether the cover is triggered on a "claims occurring" or "claims made" basis. When the policy covers your professional liability and your "private" liability, the cover is triggered on a "claims occurring" basis (see I). Some policies, for which the law provides special provisions, deviate from this provision; this is the case, for example, with the compulsory ten-year insurance for construction activities.

1 - HOW DOES COVER TRIGGERED ON A "CLAIMS OCCURRING" BASIS WORK?

The cover applies when a claim arising from damage caused to another person is made and your liability or that of the other persons covered by the policy is incurred, provided that the event giving rise to such damage occurred between the effective date and the termination or expiry date of the cover.

The claim must be submitted to the Insurer whose cover is or was valid at the time the harmful event occurred.

2 - HOW DOES COVER TRIGGERED ON A "CLAIMS MADE" BASIS WORK?

Whatever the case, the Insurer's cover does not apply if the insured person was aware of the harmful event when he/she took out the cover.

2.1 Case 1: the third party's claim is sent to the insured person or the Insurer during the cover validity period.

The Insurer provides its cover, even if the event giving rise to the claim occurred before the cover was taken out.

2.2 Case 2: the complaint is sent to the insured person or the Insurer during the discovery period.

Case 2.2.1: the Insured Person has not taken out new "claims made" liability cover covering the same risk. The Insurer provides its cover.

Case 2.2.2: the insured person has taken out new "claims made" liability cover with a different Insurer covering the same risk. It is the new cover that applies, unless the insured person was aware of the harmful event on the date he/she took it out, in which case it is the previous cover that applies.

Therefore, provided there is no interruption between the two successive policies and the claim is sent to the Insured Person or his/her Insurer before the expiry of the discovery period of the initial cover, one of the two Insurers is necessarily competent and will deal with the claim.

When the initial cover is triggered during the discovery period, the upper limit of compensation cannot be less than that of the cover triggered during the year preceding its termination or expiry date.

3. IN THE EVENT OF A CHANGE IN INSURER

If you have changed Insurer and if a loss, the harmful event of which occurred before you took out your new policy, is the subject of a claim only during the term of your new policy, you must decide which Insurer will compensate you. Depending on the policy type, you can call on either the former or the new Insurer. Refer to the standard cases below:

3.1. THE OLD AND THE NEW COVER HAVE A "CLAIMS OCCURRING" TRIGGER

The cover activated by the claim is that which is or was valid on the date that the harmful event occurred.

3.2. THE OLD AND THE NEW COVER HAVE A "CLAIMS MADE" TRIGGER

Your former Insurer will have to deal with the claim if you were aware of the harmful event before taking out your new cover. Your former Insurer is not responsible if the claim is sent to you or to your former Insurer after the expiry of the discovery period.

If you were not aware of the harmful event before taking out your new cover, your claim should be sent to your new Insurer.

3.3. THE OLD COVER HAS A "CLAIMS OCCURRING" TRIGGER AND THE NEW COVER A "CLAIMS MADE" TRIGGER

If the harmful event occurred during the validity period of the former cover, it is the former Insurer who must deal with claims relating to damage resulting from this harmful event.

If the amount of this cover is insufficient, the new "claims made" cover will then be required to make up the shortfall provided that you were not aware of the harmful event before the date that you took out your new cover.

If the harmful event occurred before the effective date of the former cover and you were unaware of it on the date you took out the new cover, it is the new Insurer who must deal with claims relating to the damage resulting from this harmful event.

3.4. THE OLD COVER HAS A "CLAIMS MADE" TRIGGER AND THE NEW COVER A "CLAIMS OCCURRING" TRIGGER

If the harmful event occurred before the date that the new cover was taken out, it is the former Insurer who must deal with the claims. Your former Insurer is not responsible if the claim is sent to you or to your former Insurer after the expiry of the discovery period.

If the harmful event occurred during the validity period of the new cover, it is of course the Insurer of the latter who must deal with the claim.

4. IN THE EVENT OF MULTIPLE CLAIMS RELATING TO THE SAME HARMFUL EVENT

A single harmful event can cause multiple damage that occurs or becomes known at different times. Several claims can then be sent successively by the various third parties concerned. In this case, there is considered to be a single loss. As a result, the same Insurer deals with all the claims.

If the harmful event occurred while your policy had a "claims occurring" trigger, it is your Insurer on the date the harmful event occurred that must deal with the claims.

If you were not covered on a "claims occurring" basis on the date of the harmful event, the Insurer to be appointed is the one who is competent, under the conditions specified in subsections II-1, II-2 and II-3 above, at the time the first claim is made.

Provided this Insurer is competent in respect of the first claim, the subsequent claims will then be dealt with by that same Insurer regardless of the date on which the claims are made, even if they are made after the end of the discovery period.



TABLE OF BENEFITS

CAP ASSISTANCE 24/24

AXA MULTIRISK POLICY N°22 43 711
AREAS CANCELLATION POLICY N°01051162 (OPTIONAL)



CANCELLATION OPTION

THIS COVER SUPPLEMENTS THE COVER PROVIDED UNDER THE CAP ASSISTANCE 24/24 POLICY

COVER	MAXIMUM AMOUNTS	EXCESSES
TRIP CANCELLATION "FOR ANY REASON EXCEPT"		
<p>Reimbursement of cancellation fees according to the conditions of the Travel Agency's or Organiser's cancellation fee schedule</p> <p>1) CANCELLATION FOR ANY JUSTIFIED REASON</p> <p>2) COVID EXTENSION</p>	<p>Maximum €8,000 per person and €40,000 per event</p>	<p>Death/hospitalisation: €20</p> <p>Other medical reason: 10% of the amount of cancellation fees Minimum €35 per person</p> <p>Attack and natural disaster: 25% of the amount of cancellation fees Minimum €100 per person</p> <p>Any other reason: 10% of the amount of cancellation fees Minimum €50 per person</p> <p>Covid: €30 per person</p>

PRE-CONTRACTUAL INFORMATION NOTICE

Dear client,

In view of the services you have purchased, the protection you are looking for and the information you have provided to us, we recommend the TRIP CANCELLATION cover included in this insurance policy. This cover supplements the cover provided under the Cap Assistance 24/24 policy.

Before subscribing to this insurance policy, please read this Information Notice and the following General Terms and Conditions carefully.

We remind you that taking out this insurance policy is optional and that it is not a condition for purchasing a Trip.

APPENDIX TO ARTICLE A. 112-1

Information document to exercise the right to opt out provided for in Article L. 112-10 of the French Insurance Code.

You are entitled to opt out of this policy during a period of thirty (calendar) days from its conclusion, without fees or penalties. However, if one or more insurance premiums are offered to you free of charge, so that you are not required to pay the premium for one or more months at the start of performance of the policy, that period shall only begin from payment of all or part of the first premium.

Exercise of the right to opt out is subject to the following four conditions:

- You took out this policy for non-professional purposes.
- This policy is taken out in addition to the purchase of a good or a service sold by a supplier.
- The policy you would like to cancel has not already been fully performed.
- You have not declared any claim covered by this policy.

In that case, you may exercise your right to opt out of this policy by letter or any other durable medium addressed to the insurer of the policy. The insurer is required to reimburse you for the premium paid, within thirty days of you opting out.

In addition, to avoid having multiple insurance, you are asked to check that you are not already covered for any of the risks insured by the policy you have taken out.

If you wish to cancel your policy but do not meet all of the above conditions, check the cancellation terms and conditions provided for in Article 6 of the General Terms and Conditions of the policy.

KEY POINTS

This Policy is intended for any person seeking protection against events covered by the insurance policy.

The General Terms and Conditions contain exclusions and limitations that you must read before taking out the policy. This information notice and the General Terms and Conditions applicable to your insurance cover are communicated before you take out the policy and then sent to the contact details you provided to us. The General Terms and Conditions include a notice on the processing of your personal data which summarises all your rights in this respect.

In the event of a contradiction between different documents, the most favourable provision shall be applied.

USEFUL INFORMATION IN THE EVENT OF A CLAIM

Notify us as soon as possible in the event of a Claim so that we can help you. You must send all the necessary documents in support of any claim (the required documents are listed in the relevant section of your General Terms and Conditions) and in all cases:

- Your policy reference;
- A copy of the Trip booking invoice;
- Any documents proving the date of cancellation of the Trip and the reason.

You undertake to send us, upon request, all documents necessary for the consideration of your claim.

You must send the Claim form accompanied by supporting documents to CHAPKA ASSURANCES via the website: <http://www.chapkadirect.fr/sinistre> or your policyholder area.

WHAT ARE THE PROCEDURES FOR EXAMINING COMPLAINTS?

Difficulties may arise during the life of the policy.

For any request or to rectify any information concerning you or in the event of a dispute, you should first contact CHAPKA ASSURANCES in writing:



**AON FRANCE /
CHAPKA ASSURANCES**

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

- By email: reclamation@chapka.fr

You will receive an acknowledgement of receipt within a maximum of 10 working days. You will be kept informed of the progress of examination of your situation and, unless notified otherwise in writing, you will receive a response at the latest within two (2) months following the date you sent your letter of complaint.

If you are not satisfied with the response, you may contact the Insurer's client relations department (AREAS - 47 Rue de Miromesnil, 75380 Paris cedex 08, www.areas.fr, under the heading "submit a complaint"), which will respond within the same (non-cumulative) period, i.e. within two months of the date on which your complaint letter is sent.

In the event the disagreement persists or in the absence of a response, after expiry of the period of two (2) months from the date you sent your complaint, and provided that no legal action has been taken, you have the option of contacting the Insurance mediation (by post to TSA 50110 75441 Paris Cedex 09 or by electronic means via www.mediation-assurance.org). The opinion of the Insurance Ombudsman is non-binding for the parties, who are free to accept or refuse the proposed solution and to refer the matter to the competent court. In case of complaint, please refer to the French version of the Terms and Conditions.

TRAVEL INSURANCE GENERAL TERMS AND CONDITIONS TRIP CANCELLATION COVER (OPTIONAL)

PREAMBLE

This "TRIP CANCELLATION FOR ANY REASON EXCEPT" cover is issued by the optional group insurance policy no. 01051162, hereinafter referred to as the "Policy", taken out by **AON FRANCE/CHAPKA ASSURANCES** - Insurance brokerage company registered in the Paris Trade and Companies Register under no. 414 572 248 whose registered office is located at 31-35 Rue de la Fédération, 75015 PARIS (hereinafter referred to as "CHAPKA ASSURANCES" or the "Managing Broker"), with **AREAS DOMMAGES** - Mutual insurance company, registered in the Paris Trade and Companies Register under number D 775 670 466, whose registered office is located at 47/49 Rue de Miromesnil, 75008 PARIS (hereinafter referred to as the "Insurer") and distributed by **the Travel Agency or Organiser** and CHAPKA ASSURANCES.

The Travel Agency or Organiser and CHAPKA ASSURANCES are remunerated in the form of commissions deducted from insurance premiums excluding taxes and/or management fees and/or fees. The Travel Agency or Organiser and CHAPKA ASSURANCES do not hold any voting rights, shares or interests in any insurance company.

No insurance company holds any shares, units or voting rights in the Travel Agency's or Organiser's company or in CHAPKA ASSURANCES. Management of the policy is entrusted to CHAPKA ASSURANCES by the Insurer.

Taking out this insurance policy is optional and insurable benefits can be purchased without taking out the insurance.

Like any insurance policy, it includes rights for you and for us, but also obligations, which are set out in the following pages.

This Policy is subject to French law, in particular the French Insurance Code.

This Insurance Policy consists of the General Terms and Conditions, and the insurance certificate/membership form sent by Chapka Assurances in place of Special Terms and Conditions. In the event of contradictions or inconsistencies between these documents, the Membership Certificate shall prevail over the Special Terms and Conditions, which shall prevail over the General Terms and Conditions.

NATURE AND SCOPE OF THE "FOR ANY REASON EXCEPT" TRIP CANCELLATION COVER

SPECIFIC DEFINITIONS

AGGRAVATED THEFT

Fraudulent misappropriation committed by a third party against the Insured Person proven and recognised as such by a competent authority in the following cases: Burglary or Robbery which is mentioned in the crime report filed.

BURGLARY

Theft of property belonging to the Insured Person committed by a third party by forcing, damaging or destroying the external closure device (in use at the time of the theft) in which the property that was stolen was located. The theft must be characterised by the observation of serious indications, notably consisting of physical evidence recorded in relation to the external locking device:

- Of property or movable property;
- Of a motorised land vehicle, provided that the insured item is not visible from the outside.

CANCELLATION FEE SCHEDULE

Schedule of cancellation fees applied by the Travel Agency or Organiser according to the length of time between the cancellation date and the date of the departure or service.

CANCELLATION FEES

Amount of the costs contractually due to the Travel Agency or Organiser by its client and appearing in the general terms and conditions of the Travel Agency or Organiser approved by the Insured Person when signing his/her registration form for the Trip.

CIVIL WAR

Civil war refers to armed conflict between several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, enforcement of martial law or border closures ordered by local authorities.

CLAIM

Event likely to trigger cover under the Policy.

EPIDEMIC

Any appearance and spread of a contagious infectious disease that affects a large number of people at the same time on a national level.

EUROPE

Europe means: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, Germany, metropolitan France, Gibraltar, Hungary, Greece, Iceland, Ireland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, San Marino, Sweden, Switzerland and the United Kingdom. In the event of a dispute, the Home shall be considered as the domicile for tax purposes.

EXCESS

The amount to be paid by the insured in the event of a claim.

FAMILY MEMBER

Family Member means a person who can prove a family relationship (de jure or de facto) with the Insured Person from the following list: his/her spouse, ascendants or descendants up to the second degree, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law. They must be domiciled in the same country as you unless otherwise stipulated in the policy.

FOREIGN WAR

Foreign war means armed conflict, whether declared or not, between one State and another, as well as any invasion or siege.

FRENCH OVERSEAS DEPARTMENTS AND REGIONS, OVERSEAS COUNTRIES AND OVERSEAS COLLECTIVITIES

DROM POM COM means the new names of the French Overseas Departments and Territories since the constitutional reform of 17 March 2003, amending the names of the French Overseas Departments and Territories and their definitions.

HOME

Home is considered to be your principal and usual place of residence in France, and its overseas departments and regions, overseas countries and overseas collectivities and sui generis collectivities, or in Europe. In the event of a dispute, the Home shall be considered as the domicile for tax purposes.

ILLNESS/ACCIDENT

Sudden and unforeseeable alteration of health certified by a competent medical authority that prevents the insured Trip and requires appropriate care.

INSURED PERSON(S)

Natural person(s) duly insured under this Policy for their Trip, in accordance with the cover taken out, and whose last name(s) and first name(s) appear on the membership certificate or the special terms and conditions of the Policy, hereinafter referred to as "you".

INSURER

AREAS DOMMAGE (a mutual insurance company registered with the Paris Trade and Companies Register under number 775 670 466, and whose registered office is located at 4749 Rue de Miromesnil, 75380 Paris), hereinafter referred to as "us" via the Managing Broker.

LAPSE

A contractual penalty that deprives you of any cover for the claim to which it applies. It is unenforceable against injured persons, other than the Insured Person or their successors, if you incur it as a result of non-compliance with your obligations after a loss.

MAXIMUM PER EVENT

In the event that the cover is exercised in favour of several Insured Parties who are victims of the same event and insured under the same special conditions, the Insurer's cover will in any event be limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

MEMBER

Natural person who has taken out the Insurance Policy for his/her trip reservation and who has paid the corresponding insurance premium.

METROPOLITAN FRANCE

Metropolitan France means continental France and Corsica, including the DROM POM COM (new names of the DOM-TOM, since the constitutional reform of 17 March 2003).

NATURAL DISASTERS

The abnormal intensity of a natural agent not resulting from human intervention and recognised as such by the authorities in the country of occurrence.

NEGLIGENCE

Any actions by the Insured Person with regard to a property or an event, which have led to foreseeable damage (or losses) for himself, or for another Insured Person, or for a third party, that could have been avoided in the situation that arises.

POLICYHOLDER

Chapka Assurances, which takes out this Policy on behalf of the Members.

RISK

An unintentional, unforeseeable, unavoidable and external event.

ROBBERY

Theft of property belonging to the Insured Person committed by a third party through physical or verbal violence against the Insured Person.

SERIOUS BODILY INJURY

Any unintentional bodily injury on the part of the victim, resulting from the sudden action of an external cause certified by a medical doctor, resulting in the issue of a prescription for medication or treatment for the injured person and involving the cessation of any professional activity or, in the absence of the exercise of a professional activity, any other basic everyday activity, and that prohibits the victim from moving by his own means.

SERIOUS ILLNESS

Sudden and unforeseeable alteration of health recorded by a competent medical authority resulting in the issue of a prescription for medicines or care for the patient and involving the absolute cessation of any professional activity or, in the absence of the exercise of a professional activity, any other basic everyday activity.

SPOUSE

Spouse or common-law partner of the Insured Person, of opposite sex or of the same sex, living under the same roof.

STRIKE

Collective action consisting of a concerted halt to work by the employees of a company, business sector, or job field in an endeavour to support demands.

SUBROGATION

Legal situation in which one person is transferred the rights of another person (particularly substitution of the Insurer for the Insured Person in legal proceedings against the opposing party).

THIRD PARTIES

Any person other than the Insured Person responsible for the damage. Any Insured who is the victim of Consequential Personal Injury or Tangible or Intangible Damage caused by another Insured (the Insured Parties are considered to be Third Parties to one another). Any natural person or legal entity excluding the Policyholder, the Insured Person, his/her Family Members, companions and agents.

TRAVEL AGENCY OR ORGANISER

A commercial company that composes and sells travel offers to its clients

TRIP

Means the Trip purchased from the Travel Agency or Organiser and for which you are an Insured Person in addition to the Cap Assistance 24/24 policy. The validity period of the cover corresponds to the dates of the Trip indicated on the invoice issued, with a maximum duration of 90 consecutive days.

WHAT DO WE COVER?

We will reimburse advance payments or any sums retained by the Travel Agency or Organiser (cancellation fees) invoiced in accordance with the conditions of the cancellation schedule listed in the general terms and conditions of the Travel Agency or Organiser, less an excess indicated in the table of cover (excluding application fees, visa fees, insurance premiums and all taxes), when you are obliged to cancel your trip BEFORE DEPARTURE (outward).

WHEN DOES COVER APPLY?

1. CANCELLATION FOR ANY JUSTIFIED REASON

The cover applies to you, up to the limit set out in the table of cover, for **any justified random and uncertain event whatsoever that constitutes an immediate, real and serious obstacle** preventing you from departing. A random event means any event that is sudden, unforeseeable and beyond the reasonable control of the Insured Person that justifies cancelling the Trip. The random event must have a direct and exclusive causal relationship with the inability to leave.

However, cover is only available for the following reasons under the conditions precisely described below:

a) **Serious illness, serious bodily injury or death, including relapse, worsening of a chronic or pre-existing illness, as well as the consequences and sequelae of an accident occurring prior to the date this policy is taken out, and not foreseeable at the date of registration for the Trip, preventing the Trip from being completed** (it being understood that the date on which the worsening, progression or relapse was first medically confirmed, will be taken into account to calculate the reimbursement), affecting:

- Yourself;
- A Family Member, provided that the event occurs within thirty (30) days prior to departure;
- Your professional replacement, provided that a replacement agreement has been signed and formalised before the reservation date;
- The legal guardian;
- A person ordinarily living under your roof;
- The person named at the time the policy is taken out, who is responsible during your trip to look after or accompany your minor children, or a disabled person living under your roof and of whom you are the legal guardian, provided that consequential hospitalisation for more than 48 hours or their death occurs.

b) **Unscheduled hospitalisation for more than forty-eight (48) consecutive hours or unforeseeable death on the date of registration for the Trip, of an uncle, aunt, nephew or niece** of the Insured Person his/her Spouse making it necessary to be at their bedside or at their funeral on a date during the Trip.

In case of Serious Illness or Serious Personal Injury, cover shall only apply under the following conditions:

- **Serious illness:** Sudden and unforeseeable alteration of health recorded by a competent medical authority resulting in the issue of a prescription for medicines or care for the patient and involving the cessation of any professional activity or, in the absence of the exercise of a professional activity, any other basic everyday activity;
- **Serious Bodily Injury:** Any unintentional bodily injury on the part of the victim, resulting from the sudden action of an external cause ascertained by a medical doctor, resulting in the issue of a prescription for taking medication or care for the injured person and involving the cessation of any professional activity or, in the absence of the exercise of a professional activity, any other basic everyday activity, and that prohibits the victim from moving without assistance.

c) **Complications due to pregnancy before entering the 28th week of pregnancy** of one of the persons participating in the Trip and insured under this Policy:

- Which result in the absolute cessation of any professional activity or other basic everyday activity;
- If the very nature of the Trip is incompatible with pregnancy, provided that the Insured Person was not aware of their condition at the time the Trip was booked.

d) **A vaccination contraindication or the medical impossibility of following a preventive treatment necessary for the chosen destination**, provided that the contraindication or the medical impossibility is unknown at the time the policy was taken out and beyond the Insured Person's control.

e) **Aggravated Theft or significant property damage as a result of fire, explosion or water damage**, occurring at the Home or Business Premises of an Insured Person occurring within forty-eight (48) hours prior to departure, provided that more than 25% of said premises are destroyed and that the event requires the presence of the Insured Person to carry out the necessary protective measures. A police report will be required from within forty-eight (48) hours of the day the Aggravated Theft was discovered.

f) **Property damage following an Accident occurring to the vehicle belonging to the Insured Person within forty-eight (48) hours prior to departure**, and making the vehicle unrepairable within the time required for the Insured Person to travel to the place of stay or point of departure, on the date initially scheduled and insofar as the vehicle is essential for the Insured Person to travel there.

g) **Redundancy of the Insured Person on economic grounds**, provided that the procedure was not initiated prior to taking out the policy and that the Insured Person was not aware of the procedure initiated at the time the policy was taken out.

h) **Obtaining by the Insured Person of a salaried job for a period of more than six (6) months** taking effect before and during the dates scheduled for your Trip, when you were registered as a job-seeker in a job center on the date of registration for the Trip and provided that this is not a case of an extension or renewal of a contract or a change in the type of employment contract or an assignment provided by a temporary employment company. This cover is granted to salaried employees, **excluding self-employed professionals, directors, legal representatives of companies, self-employed workers, craftspersons and performance artists.**

i) **Summons of the Insured Person** on a date during your insured trip, **of an imperative, unforeseeable and non-deferrable nature**, provided that the summons was not known at the time the Policy was taken out, and requiring the Insured Person's presence **for one of the following reasons:**

- Summons to appear before a court as a juror, witness or as an expert;
- Summons for the adoption of a child;
- Summons for an organ transplant;
- Invitation to a re-sit examination in the context of higher education, provided that the failure is not known at the time the Policy is taken out;
- Summons to appear before a judicial or administrative court.

j) **Your non-disciplinary job transfer**, imposed by your employer in writing, obliging you to move during your insured Trip or within the fifteen (15) days following the date of return from the Trip and provided that the transfer was not known at the time you took out the Policy. This cover is granted exclusively to salaried employees, **excluding self-employed professionals, directors, legal representatives of companies, self-employed workers, craftspersons and performance artists.**

k) **Cancellation or modification of the date of your paid leave imposed by your employer** due to exceptional circumstances, having the characteristics of force majeure, when the leave had been officially granted by the employer in writing before registering for the Trip and taking out this policy. The initial agreement document from the employer will be required. This cover is granted to salaried employees, **excluding self-employed professionals, directors, legal representatives of companies, self-employed workers, craftspersons and performance artists.** This cover does not apply in the event of a change of employment.

l) **Aggravated theft of your identity card or passport occurring within 48 hours prior to your departure**, if those documents are essential for the insured trip, preventing compliance with the control measures by the competent authorities of the obligations relating to travel by land, air or sea and provided that a declaration of theft has been made to the nearest police authorities within forty-eight (48) hours once the theft is discovered.

m) **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted any application that would have been refused by these authorities during a previous trip, that your steps have enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of that country. The absence of a response by the country's authorities for the issuance of the visa is not covered. Proof from the embassy will be required.

n) **By way of exception to Article 1 of these general terms and conditions contained in Article 1 "GENERAL EXCLUSIONS" of the general provisions of the policy, We cover cancellations following a riot, an attack or an act of terrorism or a natural disaster occurring abroad, within a radius of 50km from your destination city(ies) or place of stay.** You will be covered in the event of a riot, attack or act of terrorism or in the event of a natural disaster when the following cumulative conditions are met:

- The event has resulted in property damage and bodily injury in your destination city(ies) or place of stay;
- The French Ministry of Foreign Affairs strongly advises against travel to your destination city(ies) or place of stay;
- Your approved travel organisation or intermediary is unable to offer you an alternative destination or place of stay;
- The date of your departure is scheduled less than 30 days after the date of occurrence of the event;
- No similar event occurred in the destination town(s) or the town where you are staying, within the thirty (30) days before you booked your package holiday.

o) **By way of exception to Article 1 of these general terms and conditions appearing in Article 1 "GENERAL**

EXCLUSIONS" of the general provisions of the policy, We cover cancellations following a strike by airline and/or airport staff within seventy-two (72) hours prior to departure.

If the Insured's Trip is cancelled as a result of a strike by flight crew and/or ground staff of the regular, low cost or chartered airline and/or airport staff, provided that no notice of strike has been filed in accordance with the rules imposed by the legislation in force at the time this Policy is taken out, we will reimburse any advance payments or any sums retained by the Agency or the Tour Operator that remain your responsibility, excluding travel tickets rendered unusable as a result of the strike, up to the amount indicated in the Benefits Table.

Cancellation by one of the persons accompanying the Insured Person (maximum nine (9) people) registered at the same time as you and insured under the same policy, when the cancellation originates from one of the covered causes. If the person wishes to travel alone, additional expenses are taken into account; our reimbursement cannot exceed the amount due in the event of cancellation on the date of the event.

2. COVID OPTION

We cover reimbursement of the sums actually paid and the cancellation or modification fees due under this Policy, up to the amount indicated in the table of cover (and after deduction of tourist taxes, insurance premiums and administrative fees), in the event of contamination related to COVID-19 for any of the reasons below, to the exclusion of all others:

- **Illness following the Insured contracting COVID-19**, justified by a medical authority and resulting in quarantine and/or hospitalisation during the dates of the Trip or preventing the Trip on medical grounds (supporting documents will be required);
- **Death or Illness resulting in hospitalisation of a Family Member of the Insured after contracting COVID-19**, declared within thirty (30) days prior to departure, justified by a medical authority and requiring the Insured Person's presence during the dates of the Trip (supporting documents will be required).

In the event of cancellation due to an Illness suffered by the Insured Person or a Member of his/her family, our cover applies according to the aforementioned conditions and only if the result of a PCR test is positive for COVID-19.

For cover to apply, the test must only be carried out:

- **At the request of a doctor**, consulted BEFORE carrying out the test to check for existing symptoms;
- **Or at the initiative of the Insured Person** and confirmed by a doctor after having obtained a "positive" PCR test, consulted for the treatment and monitoring of existing symptoms in the fifteen (15) days preceding the start of the Trip.

Only Trip cancellations due to a positive PCR test conducted under these conditions are covered by this policy and eligible for a reimbursement.

- **Cancellation due to refusal to allow the Insured Person to board, following a COVID-19 check conducted on arrival at the departure airport**. Proof issued by the transport company that refused to board you, or by the health authorities, must be sent to us. In the absence of such proof, no compensation will be provided;
- **Positive result for COVID-19 indicated by a PCR test conducted within seventy-two (72) hours prior to departure**, imposed by the health authorities of the destination country, the Travel Agency or Organiser or the transport company in order to be able to carry out the Trip.

Only Trip cancellations due to a positive PCR test conducted under these conditions are covered by this policy and eligible for a reimbursement.

It is up to you to establish the reality of the situation giving rise to our benefits and so we reserve the right to refuse your request, on the advice of our doctor, if the information provided does not prove the material nature of the facts.

EXCLUSIONS

In addition to the exclusions set out in Article 1 "GENERAL EXCLUSIONS" of the general provisions of the policy, cover may not apply if the cancellation results from:

- Cancellation caused by a person hospitalised at the time of booking your Trip or taking out the policy.
- Accidents and illnesses the origin of which is known before the policy was taken out, unless there is an unforeseeable change in health.
- Complications of pregnancy when the person is more than seven (7) months pregnant.
- Cancellations due to the carrier, the Travel Organiser or the service provider.
- Voluntary abortions, their consequences and complications.
- Any medical event or illness whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than four (4) consecutive days or which has not been qualified as such by a competent medical authority.
- The non-presentation, for any reason whatsoever, of documents essential to travel: passport, visa, transport tickets, vaccination booklet unless otherwise stipulated in the cover.
- Cancellations due to periodic follow-up examinations and supervision.
- Elective medical procedures undertaken by the Insured Person at his/her sole discretion, except in the event of medically recognised necessity.
- An event, illness or accident having been the subject of a first diagnosis, relapse or worsening occurring prior to the date this policy was taken out and making the Trip impossible for the Insured Person.
- Any event that occurs between the date on which you booked your Trip and the date when you took out this policy.
- Delays obtaining a visa or refusal following an invalid application.
- Cancellations due to illness without medical proof issued by a doctor.
- Death of a Family Member or any other person known to the Insured Person when that death occurs more than one month before the departure date.
- Unstabilised diseases that has been diagnosed or treated in the thirty (30) days prior to booking the trip.
- A redundancy on economic grounds or a transfer, the procedure for which has been initiated at the time the policy is taken out.
- A contractual termination.
- Theft resulting from proven Negligence on the part of the Insured Person (leaving the item visible to everyone without surveillance, or in a private place without a closure device or a device that is not activated or not fully closed).
- Theft of an identity card or passport when they have been entrusted.
- The impossibility of leaving due to border closures, travel restrictions, transport cancellations, material organisation, or accommodation or security conditions at the destination.
- PCR tests not required by the country of destination, the transport company or the Travel Agency or Organiser.

- PCR tests that do not meet the conditions of this cover.
- Antigenic tests.
- Any person declared as a COVID-19 contact case but not confirmed by a positive PCR test and/or not preventing the trip from taking place.
- The health situation in the place of stay.
- The mere fact that the French Ministry of Foreign Affairs advises against trips to that destination.

WHAT WE COVER

We cover the cancellation fees incurred on the day of the potentially covered event, in accordance with the general terms and conditions of sale of the Travel Agency or Organiser, with a maximum amount indicated in the table of cover (per insured person and per event).

The administrative fees invoiced by the Travel Agency or Organiser after the cancellation or modification of the Trip, tips, visas, any taxes refundable to the travel agency or the Insured Person by the carrier or any collecting organisation, as well as the premium paid in consideration for taking out this policy are not reimbursable.

CLAIM DEADLINE

1/ Medical grounds: You must submit your claim as soon as it is confirmed by a competent medical authority that the seriousness of your state of health is likely to prevent your Trip.

If your cancellation postdates that advice not to travel, our reimbursement will be limited to the cancellation fees in force on the date of the advice not to travel (calculated according to the schedule of the Travel Agency or Organiser of which you were aware at the time the policy was taken out).

For any other grounds for cancellation: You must submit your claim as soon as you become aware of the event that may trigger the cover. If your Trip cancellation is later than that date, our reimbursement will be limited to the cancellation fees in force on the date of the event (calculated according to the schedule of the Travel Agency or Organiser of which you were aware at the time the policy was taken out).

2/ On the other hand, you must notify CHAPKA ASSURANCES within five (5) working days of the event giving rise to the cover via the website:

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

or via your policyholder area.

If you fail to meet this deadline and we suffer loss, you will lose any right to compensation.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your claim must be submitted along with:

- **In the event of an illness or accident,** a medical certificate and/or an administrative hospitalisation report specifying the origin, nature, severity and foreseeable consequences of the illness or accident, and preventing the Trip on medical grounds;
- **In the event of death,** a certificate and the civil status certificate;
- **In other cases,** any supporting documents.

You must provide us with the medical documents and information necessary for the examination of your file in a sealed envelope for the attention of the medical advisor that we will appoint for you.

If you do not have these documents or information, you must arrange for your general practitioner to send them to us using the pre-printed envelope referred to above.

You must also send us any information or documents requested from you in order to justify the reason for your cancellation, enclosing these additional documents in a pre-printed envelope for the attention of the medical advisor, and in particular:

- All photocopies of prescriptions prescribing medicines, analyses or examinations as well as all documents justifying their delivery or execution, and in particular claim forms containing, for the prescribed medicines;
- Statements from the social security system, complementary insurers or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances;
- The original paid invoice for the amount you are required to pay to the Travel Agency or Organiser or retained by it;
- Your insurance policy number;
- The registration form issued by the Travel Agency or Organiser;
- In the event of an accident, you will need to specify the causes and circumstances and provide us with the names and addresses of the persons responsible as well as, if applicable, witnesses.

In addition, it is expressly agreed that you release your doctor from medical secrecy in respect of that medical advisor. Under pain of having the coverage lapse, the Insured person claiming to be covered must provide all contractually required documents and not rely, except in the case of force majeure, on any grounds to prevent their production. If you object to this, without cause, you risk losing your coverage rights. By express agreement, you acknowledge our right to subject your claim for coverage to compliance with this condition.

GENERAL TERMS AND CONDITIONS OF THE POLICY

ARTICLE 1 - GENERAL EXCLUSIONS

Cover shall not apply when you request cover or services due to damage resulting from:

- Epidemics or pandemics recognised by national or international health authorities unless otherwise stipulated in the special terms and conditions and in accordance with the provisions of the covid option.
- Volcanic eruptions, earthquakes, floods or other natural disasters, unless otherwise stipulated in the special terms and conditions and in accordance with the provisions of the "for any reason except" trip cancellation cover.
- Pollution.
- Civil or foreign war, or a popular unrest.
- Riot, strike, attack or act of terrorism, unless otherwise stipulated in the special terms and conditions and in accordance with the provisions of the "for any reason except" trip cancellation cover.
- The voluntary participation of an insured person in riots or strikes.
- Disintegration of an atomic core or any irradiation resulting from ionising radiation.
- Alcoholism, drunkenness, use of drugs, narcotics or medicines not medically prescribed.
- An intentional act committed by the insured person or with his or her complicity.
- Duels, bets, crimes, fights (except legitimate defence).
- Practising of the following sports: bobsleigh, sledging, mountaineering, competitive luge, aerial sports with the exception of parasailing as well as those resulting from participation in or training for official matches or competitions, organised by a sports federation.
- Suicide and the consequences of suicide attempts.
- Any circumstance which only affects approval for the insured person's stay.
- Failure to obtain a vaccination.
- The mere fact that the french ministry of foreign affairs advises against trips to that destination.
- Absence of risk or intentional act by the insured person.
- Act of negligence on the part of the insured person.
- An act by the insured person that is punishable by law.
- Any event for which the travel agency or organiser may be responsible pursuant to sections vi and vii of law no. 92-645 Of 13 july 1992 setting out the conditions for the organisation and sale of trips.
- Failure of any kind, including financial, of your travel organiser or carrier that makes it impossible to fulfil its contractual obligations.
- Practice, in a professional capacity, of any sport.
- The consequences of criminal proceedings brought against you.
- The health situation in the place of stay.
- Aggravated theft other than burglary or robbery.
- Theft for which the crime report filed does not mention one of the categories of aggravated theft provided for in the insurance policy (burglary or robbery).

ARTICLE 2 – MEMBERSHIP

The Member's agreement for the purposes of taking out the Policy may be expressed electronically (on a website or by e-mail), orally in the case of a sale by telephone or in writing in the case of an on-site purchase (at the premises of the Travel Agency or Organiser).

The **eligibility conditions** for Membership are as follows:

- The Member must have purchased a Trip from the Policyholder or a Travel Agency or Organiser;
- The duration of the Trip purchased by the Member must not exceed 90 consecutive days;
- The Membership shall take effect subject to payment of the premium by the Member.

For the cancellation cover to be valid, this policy **must be taken out simultaneously with the booking of the Trip or within 48 hours at the latest and in addition to the cover under the Cap Assistance 24/24 policy.**

ARTICLE 3 - PAYMENT OF THE PREMIUM

The Member is informed of the amount of the insurance premium, including all taxes, in a timely manner prior to taking out the Policy. The insurance premium is paid at the time of taking out the Policy, to the Insurer or its representative (indicated on the Trip booking invoice), and includes the applicable taxes and fees separately mentioned on the Trip booking invoice.

ARTICLE 4 - COVER PERIOD

Subject to payment of the premium by the Member and the conditions set out in the Membership article, the Membership shall take effect on the date on which the Member receives confirmation of his/her Membership by email.

The validity period corresponds to the duration of the services sold by the Travel Agency or Organiser.

The "FOR ANY REASON EXCEPT TRIP CANCELLATION" cover shall take effect from the date of this policy is taken out until the day of departure for the Trip (outward).

ARTICLE 5 - TERRITORIAL LIMITS

The "FOR ANY REASON EXCEPT TRIP CANCELLATION" cover applies **worldwide** (unless otherwise stated).

ARTICLE 6 - CANCELLATION RIGHT

The Member may waive the benefit of his/her Membership (if it has been concluded more than 30 days before the date of departure for the Trip).

In that case, You may exercise Your right to cancel within 30 days of the effective date of the Membership by sending an email to info@chapka.fr.

You can use the following template for this purpose:

"I, the undersigned, Mr/Ms....., residing at..... hereby cancel my policy no..... taken out with....., in accordance with Article L. 11210 of the French Insurance Code. I hereby certify that as of the date of sending this letter, I am not aware of any claims triggering cover under the policy."

We will refund You for all insurance premiums paid within a maximum period of thirty (30) full calendar days from receipt of Your cancellation request, provided that no claim has been submitted or is in the process of being submitted and that no event has occurred likely to give rise to a claim.

Exercise of the cancellation right shall result in cancellation of the policy from the date of receipt of the letter or any other hard-copy format. You may no longer exercise this cancellation right once you become aware of a claim under the policy. The entire premium or contribution remains due to the insurance company if you exercise your cancellation right if a claim triggers the policy cover during the 30-day cancellation period.

You may also choose not to benefit from Your cancellation right by requesting – if applicable – application of the cover under the Policy.

ARTICLE 8 - LIMITS APPLICABLE IN THE EVENT OF FORCE MAJEURE

The liability of the Insurer or Managing Broker may in no way be incurred for failures or setbacks in the performance of its obligations resulting from cases of force majeure or events such as civil or foreign war, riots or civil commotions, lockouts, strikes, attacks, acts of terrorism, piracy, restrictions on the free movement of people and property, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, effects of pollution and natural disasters, effects of radiation or any other unforeseeable event or force majeure, as well as their consequences.

ARTICLE 9 – SETTLEMENT OF CLAIMS

Subject to the application of an exclusion or lapse of cover, you will be compensated in the event of a Claim as soon as possible after receipt of the supporting documents for the Claim and following agreement from CHAPKA ASSURANCES regarding payment of the Claim. The insurance compensation shall be paid in euros, regardless of the currency in which the Member has paid the insurance premium.

ARTICLE 10 - HOW YOUR COMPENSATION IS CALCULATED

If the compensation cannot be determined by mutual agreement, it is assessed by means of an amicable expert evaluation, subject to our respective rights. Each of us chooses an expert. If these experts do not agree with each other, they call on a third expert and all three work together by a majority of votes.

If one of us fails to appoint an expert or the two experts fail to agree on the choice of a third, the appointment is made by the presiding judge of the court ruling in summary proceedings. Each of the co-contracting parties bears the costs and fees of its expert, and, where applicable, half those of the third party.

ARTICLE 11 - PENALTIES APPLICABLE IF YOU MAKE AN INTENTIONALLY FALSE STATEMENT AT THE TIME OF THE OCCURRENCE

Any intentional fraud, omission or false declaration on your part regarding the circumstances or consequences of the loss, the amount of the damage, the voluntary use of inaccurate documents or the use of fraudulent means of justification, as well as the absence of declaration of the existence of other insurance covering the same risks will result in the loss of any right to benefits or compensation for that loss.

ARTICLE 12 - MULTIPLE INSURANCE POLICIES

In accordance with the provisions of Article L121-4 of the French Insurance Code, when several insurance policies are taken out for the same risk, without there being fraud, each is applicable up to the cover limits of the policy, and pursuant to the provisions of Article L121-1 of the French Insurance Code. In that case, the Insured Person must inform all insurers. Within those limits, the Insured Person may contact the Insurer of its choice. When they are contracted in a fraudulent manner, the penalties provided for by the French Insurance Code (nullity of the policy and damages) shall apply.

ARTICLE 13 - SUPERVISORY AUTHORITY OF THE INSURANCE COMPANY



**THE FRENCH PRUDENTIAL
SUPERVISION AND
RESOLUTION AUTHORITY
(ACPR – AUTORITÉ DE
CONTRÔLE PRUDENTIEL
ET DE RÉSOLUTION)**

4 Place de Budapest - CS 92459
75436 Paris Cedex 09 - France

ARTICLE 14 - PERSONAL DATA PROTECTION

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), we hereby inform you that your personal data is collected and processed by Aréas Dom-mages and Aréas Vie (hereinafter collectively referred to as "Aréas Assurances") through your Managing Bro-ker CHAPKA ASSURANCES.

The information collected is processed for the purposes of managing this request and the business relation-ship. Unless you object, your data may be used by your Managing Broker, whose contact details appear in this document, for the purpose of carrying out prospecting for the insurance products it distributes.

Your data is only used for explicit, legitimate and deter-mined purposes in connection with its insurance and real-estate investment activities. Only data that is use-ful is collected. That data is stored for the time periods provided by law. Aréas Assurances discloses your data, including outside the European Union, only to interme-diaries, group companies, partners, reinsurers, service providers or authorised professional bodies that need it in the context of our activities. Your data may also be communicated to official bodies and authorised ad-ministrative and judicial authorities, in particular as part of the fight against money laundering and the financ-ing of terrorism or the fight against fraud.

You have the following rights in respect of the process-ing of personal data carried out by Aréas Assurances through your CHAPKA ASSURANCES Managing Broker: to access your data, request its correction in the event of an error, request its deletion, request the restriction of its processing, request its portability, object to its process-ing and define directives relating to its fate in the event of death. When you have given your consent to data processing, you may withdraw it at any time, without calling into question the operations carried out prior to that withdrawal.

All of your rights may be exercised by contacting the Insurer's Data Protection Officer: **Aréas Dommages by email to: dpo@areas.fr**, or by writing to your Managing Broker CHAPKA ASSURANCES at the following address: **Aon France/Chapka Assurances - Service Conformité – DPO, 31-35 Rue de la Fédération, 75015 PARIS or by email to cil@chapka.fr.**

Finally, you have the right to file a complaint with the CNIL.

You can find more information about your rights on our website at www.areas.fr, or on the CNIL website at www.cnil.fr.

In this respect, the Insured Person acknowledges that he/she has been informed that the Insurer processes his/her personal data and that furthermore:

- The answers to the questions asked are mandatory and that any false declarations or omissions may re-sult in the invalidity of the Policy (Article L 1138 of the French Insurance Code) or the reduction of compen-sation (Article L 1139 of the Insurance Code);
- The processing of personal data is necessary for the policy and its cover to be taken out and to be imple-mented, for the management of commercial and contractual relations, or for the performance of legal, regulatory or administrative provisions in force;
- The data collected and processed is stored for the du-ration necessary to execute the policy or legal obliga-tion. This data is then archived in accordance with the durations provided for by the provisions relating to the limitation period;

- The recipients of the data concerning the Insured Per-son are, within the limits of their remit, the departments of the Insurer in charge of concluding, managing and executing the insurance policy and cover, its delegates, agents, partners, subcontractors, and reinsurers in the context of carrying out their duties.

ARTICLE 15 – SUBROGATION

Once we have paid your compensation, we shall act as a substitute in the rights and actions you may have against the third parties liable for the loss, as provided for in Article L 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of compen-sation we have paid to you or the benefits we have provided.

ARTICLE 16 - LIMITATION PERIOD FOR LEGAL ACTION ARISING FROM THE INSURANCE POLICY

The limitation period is the period beyond which no claims or legal actions are admissible. Any action aris-ing from the policy is time-barred from the event giving rise to it under the conditions provided for in Articles L. 114-1 to L. 114-3 of the French Insurance Code.

Article L. 1141 of the French Insurance Code: "All le-gal actions arising from an insurance policy shall be barred two years as from the event that gave rise there-to. However, said time limit shall run:

1. In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, from the date on which the Insurer became aware of it;
2. In the event of claim , from the date the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the cause of the action by the Insured Person against the Insurer is third-party recourse, the time limit for the limitation only begins on the date this third party initiates legal action against the Insured Person or has been compensated by the Insured Person.

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

For life insurance policies, notwithstanding the provi-sions of point 2, actions by the beneficiary are limited to a maximum of thirty (30) years from the death of the insured Person."

Article L. 1142 of the French Insurance Code: "The limi-tation period shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the insurer sending the insured a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured to the in-surer in respect of the settlement of the claim.

The ordinary causes for interrupting the limitation pe-riod (Articles 2240 et seq of the French Civil Code) are: recognition by the debtor of the right of the person against whom the time limitation was imposed; legal action, even by way of summary proceedings; a con-servatory measure taken in application of the Code of Civil Procedures of Enforcement or of an act of enforced execution; the service of process specified in Article 2245 of the French Civil Code."

Article L. 1143 of the French Insurance Code: "Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either change the length of the time limit for legal action, or add causes for the suspension or interruption thereof."

The ordinary causes of interruption of the limitation period mentioned in Article L. 114-2 of the French Civil Code are those provided for in Articles 2240 to 2246 of the French Civil Code reproduced below:

Article 2240 of the French Civil Code: "Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action."

Article 2241 of the French Civil Code: "The proceedings, even by way of summary proceedings, interrupt the limitation period and the peremptory time limit. The same applies when the matter is brought before an incompetent jurisdiction, or when the deed of referral to the jurisdiction is cancelled through procedural irregularity."

Article 2242 of the French Civil Code: "Interruption resulting from instigating legal proceedings is effective until the proceedings end."

Article 2243 of the French Civil Code: "The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed definitively."

Article 2244 of the French Civil Code: "The time limit for action or the time limit after which rights lapse is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures or by an enforcement being ordered."

Article 2245 of the French Civil Code: "One of the jointly and severally liable debtors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the debtor of the right of the person against whom the debtor is taking legal action, interrupts the time limit for action against all others, including against their heirs. Conversely, one of the heirs of a jointly and severally liable debtor being summoned or notified, or the heir recognising such a right, does not interrupt the time limit for action with regard to the other co-heirs, even for mortgage debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the time limit for action with regard to the other co-debtors only for the share for which that heir is liable."

In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all of the heirs of the deceased obligee, or all of the heirs need to recognise the right." Article 2246 of the French Civil Code: "Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor."

ARTICLE 17 - JURISDICTION OF THE COURTS

Any dispute between the Insured Party and the Insurer regarding the conditions of application of this policy shall be subject solely to French legislation and shall be the exclusive jurisdiction of the French courts. However, if the Insured Person is domiciled in the Principality of Monaco, the courts of Monaco shall have sole jurisdiction in the event of a dispute between the parties.

ARTICLE 18 - LANGUAGE USED

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

ARTICLE 19 - ANTI-MONEY LAUNDERING AND COMBATTING THE FINANCING OF TERRORISM

The checks that we are legally required to carry out in connection with the fight against money laundering and terrorist financing, in particular regarding cross-border capital movements, may lead us at any time to ask you for explanations or supporting documents, including regarding the acquisition of insured property. In accordance with the French Data Protection Act of 6 January 1978 as amended by the Act of 6 August 2004 and the French Monetary and Financial Code, you have the right to access your personal data by sending a letter to the French Data Protection Authority (CNIL).



Aon France
trading under the trademark **Chapka Assurances**.
Head office
31-35 rue de la Fédération, 75171 Paris Cedex 15
t +33(0)1 47 83 10 10
aon.fr

ORIAS N°07 001 560
Simplified joint-stock company with a capital of 46 027 140 euros
Paris Trade and Companies Register N°: 414 572 248
European Union VAT N°: FR 22 414 572 248
Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.