



# GENERAL CONDITIONS

## CAP ASSISTANCE

MULTIRISK POLICY N°IB2000392FRCA0  
CANCELLATION POLICY N°IB2000392FRCA1 (OPTIONAL)



\* Vous vivez, nous veillons

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# WHAT TO DO IN THE EVENT OF A CLAIM?

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### YOU NEED ASSISTANCE OR MEDICAL EXPENSES

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

Call immediately and before any intervention the assistance centre.

##### Indicating:

- Your contract number N°IB2000392FRCA0;
- 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 41 85 93 16**



**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

#### LUGGAGES, CIVIL LIABILITY, PERSONAL TRAVEL ACCIDENT INSURANCE, STAY CURTAILMENT, CANCELLATION ...

- Indicating the policy number;
- Declaring:
  - Within 2 days for theft In case of theft, the Insured person must file a complaint with the local authorities and within the 24 hours following the incident. In order to be covered, this complaint must include and describe the stolen objects,
  - Within 5 days for other insurance covers.

Please upload the documents to:

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



# TABLE OF BENEFITS

## CAP ASSISTANCE

MULTIRISK POLICY N°IB2000392FRCA0  
 CANCELLATION POLICY N°IB2000392FRCA1 (OPTIONAL)

## MULTIRISK POLICY EUROP ASSISTANCE IB2000392FRCA0

HEADS OF COVER	AMOUNTS INCLUDING TAX*/PERSON
<b>ASSISTANCE TO ILL OR INJURED PERSONS</b>	
Travel/Repatriation	Actual cost
Return of insured family members or of one insured escort and pets	Single ticket
Hospital visiting	Outbound and inbound tickets and €80/night (max. 10 nights)
Accompanying children under 18	Return ticket or hostess
Continuation of travel	Supplementary transport costs
Replacement driver	Return ticket or driver
Extension of stay	Hotel €80/ night (Max. 10 nights) + return ticket In the event of a suspected or proven illness, in order to avoid a risk of the illness spreading in an Epidemic or pandemic context and by decision of Europ Assistance's doctors: extended to 14 nights and for Costa Rica €2,000 Max.
Early return in the event of the hospitalisation of a family member, of the work stand-in, of the person in charge of minding minor children and/or handicapped adult offspring who stayed at home	Return ticket
<b>MEDICAL EXPENSES</b>	
Additional reimbursement of medical expenses and advances as regards hospitalisation expenses (abroad only)	
Area 1: Europe and Israel, Morocco, Tunisia	€100,000
Area 2: Worldwide except areas 3 and 4	€200,000
Area 3: Worldwide including Japan, Australia, NZ, Singapore, Brazil, Switzerland and Hong Kong, China <u>outside USA/Canada</u>	€300,000
Area 4: Worldwide including USA/Canada	€1,000,000
Dental emergency	€300

HEADS OF COVER	AMOUNTS INCLUDING TAX*/PERSON
<b>ASSISTANCE IN CASE OF DEATH</b>	
Transport of body	Actual cost
Cost of coffin or urn	€2,300
Return of family members	Single ticket
Early return in the event of the death of a family member, of a work stand-in, of the person in charge of minding minor children and/or handicapped adult offspring who stayed at home	Return ticket
<b>TRAVEL ASSISTANCE</b>	
<b>Before travel</b>	
Travel Information	information
<b>During the travel</b>	
Pediatric counselling	Medical information by phone (Monday to Friday, from 9am to 7pm – French time zone)
Baby-sitter on site in case of hospitalization	20 hours maximum
Advance of bail abroad	€15,000
Payment of lawyers' fees abroad	€3,000
Assistance in the event of damage to insured's home during travel	
Early return	Single ticket
Protective measures (in France only)	€153 max. for travel/restoration costs
Accommodation (in France only)	€80/night (max. 5 nights)/person
Early return in the event of a terrorist attack	Single ticket
Early return in the event of a natural disaster	Single ticket
Search and rescue costs at sea and on mountains	
Search and rescue at sea and on mountains	€4,500/person and €23,000/event
Rescue on marked trails/slopes/pistes	€10,000
Sending medicines	Despatch costs
Assistance if your identity documents or means of payment are stolen, lost or destroyed	Advance of funds of €500
Psychological assistance (in France only)	3 conversations
<b>After the travel</b>	
Ill child care at the insured person's home	Return ticket for a family member or childminder home, max. 20 hours (€25/h)
Tutor: in the event of repatriation and hospitalisation or immobilisation at home for a duration of at least 2 weeks of a child beneficiary under 10 years old	Up to 15 hours per week, for up to one month
<b>Assistance to return home following repatriation</b>	
Home help	10 hours (€20/hour)
Hospital assistance	TV rental max. €75
Pet-sitting	Childcare expenses max. €150/claim

INSURANCE COVER	AMOUNTS INCLUDING TAX*/PERSON
<b>LUGGAGE AND PERSONAL EFFECTS</b>	
Theft, total or partial destruction, loss during transit by a transport company	€3,000
Valuables: limited to 50% of the cover amount	€1,500
Costs for the re-issue of passports, ID cards or driving license in the event of theft	€150
Compensation for late receipt of luggage > 24 hours	€300
<b>PERSONAL CIVIL LIABILITY ABROAD</b>	
Overall cover ceiling:	€4,500,000/event
of which, bodily injuries and non-pecuniary damage consecutive upon covered bodily injuries	€4,500,000/event
of which, pecuniary damage and non-pecuniary damage consecutive upon covered pecuniary damage	€300,000/event
<b>PERSONAL TRAVEL ACCIDENT INSURANCE</b>	
Death benefit	€10,000 per person
Full permanent disability	€50,000 per person
<b>MISSED AEROPLANE</b>	
Missed Aeroplane	80% of the total ticket cost
<b>STAY CURTAILMENT EXPENSES</b>	
Reimbursement of stay services not used (except for transport) in the event of medical repatriation or early return home	Pro rata, up to a maximum of €7500 per person and €35,000 max./event
<b>AEROPLANE DELAY</b>	
On regular outward and/or inward bound flight > 3 hours On outward bound charter flight: delay > 6 hours	Lump sum indemnity of €250/person
<b>INABILITY TO RETURN HOME</b>	
Payment, upon production of supporting evidence, for accommodation expenses, meals and essential in the event of a policyholder not being able to return home after the initially-planned return date thereof	
Overall cover ceiling	€1,000
Of which accommodation expenses	€80 per night per person with a maximum of 3 nights
<b>REPLACEMENT VEHICLE</b>	
Accident, fire, theft of the insured person's vehicle Making available of a replacement vehicle	up to 4 days

# CANCELLATION (OPTIONAL) POLICY EUROP ASSISTANCE IB2000392FRCA1

INSURANCE COVER	AMOUNTS INCLUDING TAX*/PERSON
<b>TRAVEL CANCELLATION (OPTIONAL)</b>	
Cancellation cost	According to the cancellation expenses scale €8,000 max./person and max. €40,000/event
Death/hospitalisation	Excess €20
Other medical reasons	Excess: 10%, with a minimum of €35 per person
Cancellation for all justified reasons	Excess: 20%, with a minimum of €50 per person

*\*Rate applicable according to legislation in force*



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



# GENERAL CONDITIONS

## CAP ASSISTANCE

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### SOME ADVICE

#### BEFORE YOUR DEPARTURE

- Make sure you have the right forms for the length and nature of your trip and for the country you are visiting (there are specific regulations for the European Economic Area). These kinds of forms are supplied by the Health Insurance Fund of which you are a member, so that in the event of an illness or accident that Fund can take direct responsibility for your medical expenses;
- If you are travelling to a country which is not part of the European Union and the European Economic Area (EEA), you must get information, before your departure, in order to check whether the country in question has entered into a social security agreement with France. To do so, you must ask your Caisse d'Assurance Maladie whether you fall into the scope of application of the said agreement and whether you need to carry out any formalities (to obtain a form, etc.).

To obtain the documents, you must address a query before your departure to the competent institution (in France contact your Caisse d'Assurance Maladie).

- If you are undergoing treatment, do not forget to take your medicines with you, and let us know how these are being carried, depending on your means of travel and your destination;
- Given that we cannot act in lieu of the emergency services, and particularly if you are practising a high-risk physical or motor activity, or if travelling to an isolated area, we recommend you make sure that emergency first aid services have been made available by the competent authorities of the country concerned, which will respond to a potential need for assistance;
- Should your keys be stolen or lost, it could be important to know the key numbers. Please make a note of these in advance;
- Similarly, if your identity documents or means of payment are lost or stolen, it is easier to replace them if you have taken the trouble to photocopy them and make a note of your passport, identity card and bank card numbers, to be kept separately.

#### ON LOCATION

If you are ill or injured, contact us as quickly as possible after having called the emergency services (ambulance, fire brigade, etc.), which we cannot replace.

#### ATTENTION

Some conditions may be excluded from or have limited cover under your policy. We advise you to carefully read the General Provisions set out herein.

## INSURANCE AND ASSISTANCE – GENERAL

### 1. SUBJECT OF AGREEMENT

The purpose of these General Provisions of the insurance policy and of the assistance agreement agreed between EUROP ASSISTANCE, a business regulated by the French Insurance Code, and the Party Taking Out Insurance, is to set out the reciprocal rights and obligations of EUROP ASSISTANCE and the Insureds as defined below. This policy is governed by the French Insurance Code.

#### INTERNATIONAL SANCTIONS

The Insurer will not provide cover nor pay a claim nor provide any benefit or a service described in the policy if this would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, France, United Kingdom and United States of America. For further details please visit:

<https://www.europ-assistance.com/who-we-are-international-regulatory-information/>

#### WARNING

You will be covered under this Policy only if You have respected the official recommendations regarding Trip issued by a governmental authority of Your country of residence at the Departure Date. Recommendations include the "advice against Trip or all but essential Trip".

### 2. INTERPRETATION

In this agreement, the following terms have the following meanings:

#### ABROAD

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

#### ACCIDENT (AFFECTING A PERSON)

A sudden and unforeseen circumstances case which affects the Insured, unintentionally on the part of the latter, arising out of the sudden action of an outside cause.

## **CANCELLATION**

The non-occurrence of the travel reserved by you, for reasons and in circumstances falling within the "TRAVEL CANCELLATION" head of cover, as set out in the "TRAVEL CANCELLATION" section.

## **CONSECUTIVE INTANGIBLE DAMAGES**

All pecuniary prejudices resulting from the deprivation of enjoyment of a right, suspension of a service provided by a person or item of property, loss of a benefit and which is the consequence of personal injury or damage to property, covered.

## **DILAPIDATION**

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

## **EPIDEMICS/EPIDEMIC CONTEXT**

An Epidemic shall be understood to be any sudden and unexpected large-scale manifestation of an infectious disease in a country that spreads rapidly and violently through said country, provided that the World Health Organisation (WHO) has recommended cancelling any international trips that are not essential from or to the affected area and, in cases of influenza viruses, provided that the WHO declares at least a Stage 5 Pandemic Alert, according to its World Plan for Pandemic Influenza. The Quarantine for the affected persons must be declared by the relevant department of health or the competent authorities of the affected country.

## **EUROPEAN ECONOMIC AREA**

"European Economic Area" means the following countries: Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, the Netherlands, Poland, Portugal, the Czech Republic, Romania, Slovakia, Slovenia, Sweden.

## **EVENT**

Any and all situations provided for in these General Provisions which gives rise to a request for action to be taken by the Insurer.

## **EXCESS**

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

## **FAMILY MEMBER**

A Family Member is defined as a spouse, a civil partner or an unequivocal partner who lives under the same roof, the legitimate, natural or adopted child or children of the Insured, the father and mother thereof, the brothers and sisters thereof, the grandparents thereof, the parents-in-law thereof (i.e. the parents of the spouse of the Insured), the grandchildren thereof, the legal guardian thereof, the brothers-in-law and sisters-in-law thereof, the sons-in-law and daughters-in-law thereof, the uncles and aunts thereof and the nephews and nieces thereof.

## **FRANCE**

France means Metropolitan France and the Principality of Monaco.

## **FRENCH OVERSEAS DEPARTMENTS AND REGIONS**

The term above means Guadeloupe, French Guiana, Martinique, Mayotte and Réunion Island.

## **HOME**

The Insured's home must be in France, in the European Economic Area, in Switzerland, Norway, Andorra, Liechtenstein, San Marino or Gibraltar.

The term "home" is used to mean the main and habitual place of residence of the Insured and as stated on the revenue tax declaration.

## **HOSPITALISATION**

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

## **INABILITY TO MOVE**

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

## **INSURANCE LOSS AT HOME**

Fire, burglary or water damage occurring in your absence at your Home, when you are on a Mission, and as proven by the documents envisaged under the scope of the head of cover "ASSISTANCE IN THE CASE OF INSURANCE LOSS AT HOME DURING TRAVEL".

## **INSURED/YOU**

Insureds are the natural persons designated by the Proposer. These persons shall have their domicile in the European Economic Area, in Switzerland, Norway, Andorra, Liechtenstein, San Marino or Gibraltar, in the overseas departments, New Caledonia or French Polynesia.

## **INSURER/ASSISTING PARTY/WE/US**

EUROP ASSISTANCE S.A., a French limited company governed by the French Insurance Code, headquartered at 2 rue Pillet-Will, 75009 Paris, France, with a share capital of €48,123,637 registered at the register of trade and companies of Paris under the number 451 366 405, underwriting this Group Insurance Policy through its Irish branch EUROP ASSISTANCE S.A. IRISH BRANCH, whose principal place of business is Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland and registered with the Irish Companies Registration Office under number 907089.

Europ Assistance S.A. is regulated by the French supervision authority (ACPR), 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France. The Irish branch operates in accordance with the Code of Conduct for Insurance Undertakings (code of ethics for insurance companies) released by the Central Bank of Ireland, it is Registered in the Republic of Ireland under number 907089 and is acting in Your country under the freedom of services regime.

## **INSURED INCIDENT**

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



## MAJOR EVENT AT THE PLACE OF DESTINATION

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

- Weather events which are major in intensity and which meet all of the following conditions: weather events such as floods caused by waterways overflowing over their banks, floods which result from run-off water, floods and physical impacts related to the action of waves, floods which consist of coastal floods, torrential mudslides and lava flows, tidal waves, earthquakes, seisms, volcanic eruptions, cyclonic winds, storms of unusual intensity which have given rise to a Natural Disaster Decree if they happened in France, or which caused large-scale damage to property and/or damage to individuals if they happened Abroad;
- Political events which are major in intensity and duration which give rise either to serious disruptions as regards the established domestic order within a State or to armed conflicts between several States, or within a single State, between armed groups. The above refers to the zones and countries that are strictly not recommended by the French Ministry of Foreign Affairs.

## NATURAL DISASTER

A phenomenon of natural origin, such as an earthquake, volcanic eruption, tidal wave, flood or other natural cataclysm, caused by the abnormally intense activity of a force of nature and recognised as such by the public authorities of the country in which it occurred.

## OVERSEAS COUNTRY OF FRANCE/OVERSEAS COLLECTIVITIES

The term "overseas country of France/overseas collectivities" is used to mean Saint Pierre et Miquelon, Saint Barthélemy, Saint Martin, Wallis and Futuna, French Polynesia and New Caledonia.

## PERSONAL INJURY

All personal damages (injury, death) suffered accidentally by a natural person.

## PROPOSER

The Chapka non-profit organisation, with registered office at 31-35 rue de la Fédération 75717 Paris Cedex 15 France, declared in the prefecture, having stipulated a Travel insurance contract Cap Assistance 24/ 24 on behalf of its members (hereinafter the Insured).

## QUARANTINE

Temporary isolation of people to prevent an infectious disease from spreading.

## RELATIVE

Designates the spouse, known cohabiting partner, direct ascendants and descendants, brothers or sisters and the father-in-law or mother-in-law of the Insured.

## SECOND HOME

A residence which you own, in the country in which your Home is located, which is not your Home, and which you occupy for your leisure activities and during your holidays.

## SERIOUS ACCIDENT

A sudden and fortuitous incident affecting any individual, and not intended by the victim, arising from the sudden occurrence of an outside cause and preventing that person from moving by his or her own means.

## SERIOUS ILLNESS

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

## TANGIBLE DAMAGES

Any accidental damage or destruction of an item of property

## TERRORIST ATTACK

Any act of violence, amounting to a criminal or violent attack against persons and/or property, in the country you are travelling in, committed with the purpose of seriously disrupting public order by intimidation and terror and gaining media publicity.

Any act of terrorism must be officially regarded as such by the French Ministère des Affaires étrangères et européennes (Ministry of Foreign and European Affairs).

## THIRD PARTY

All natural person or legal entity with the exception of:

- The Insured, the members of his family, and his direct ascendants and descendants and persons accompanying him;
- Employees or agents working for the same employer as the Insured;
- All persons staying and/or travelling with the Insured.

## WEAR AND TEAR

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

## 3. TRAVEL COVERED BY THE POLICY?

The insurance cover and the assistance services apply to travel:

- For pleasure or work, passes, lease, cruise, transport documents (including flight only);
- The duration of which does not exceed 90 consecutive days.

## 4. GEOGRAPHICAL SCOPE OF POLICY

The insurance provides a cover in the countries included in the Travel booked except the following countries and territories: Afghanistan, Belarus, Burma/Myanmar, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk regions, Iran, North Korea, Russia, Syria, and Venezuela.

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

## 5. HOW TO USE OUR SERVICES

### A. WHEN YOU NEED ASSISTANCE

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

In any event, our services cannot replace the work carried out by local public services or that of any intervening party the services of which we may be obliged to have recourse to use by virtue of local and/or international regulations.

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

We will ask you for the following information:

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

You must:

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

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

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

We only provide assistance if the occurrence of the Event giving rise to the claim was still uncertain at the date of signature of the policy and the date of departure.

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

If EUROP ASSISTANCE provides any form of assistance in the absence of necessary evidence, or where the information provided to EUROP ASSISTANCE in support of the claim is insufficient or incorrect, the cost of the assistance so provided will be charged and invoiced to the Insured and payable on receipt of the invoice.

### C. DOUBLE INSURANCE

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

### D. FALSE STATEMENTS

If and insofar as they misrepresent the subject of the risk or reduce our assessment of the risk:

- Any non-disclosure or intentionally false statement on your part will avoid the policy. We will retain any premiums already paid and we will be entitled to demand payment of all premiums due (Article L.113-8 of the Insurance Code).
- Any omission or inaccurate statement made on your part where bad faith is not established shall result in the termination of the policy 10 days after notification to this effect addressed to you by letter sent by recorded delivery and/or application of the reduction of indemnities (article L. 113-9 of the French Insurance Code).

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

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

### F. SPECIFIC PROVISIONS FOR U.S. NATIONALS

In case you are a United States person and you were travelling to Cuba, you will have to provide evidence that you travelled to Cuba in compliance with United States laws for us to be able to provide a service or a payment.

## 6. WHAT TO DO WITH THE TRAVEL DOCUMENTS

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

# COVER DETAILS

## ASSISTANCE

### **ASSISTANCE SERVICES:** **WHAT WE COVER**

#### **ASSISTANCE IN THE EVENT OF SICKNESS/DISEASE OR OF INJURY**

##### **1. TRANSPORT/ REPATRIATION**

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

The information passed on by the local doctor and, where applicable, by your general practitioner, enables us, following a decision by our doctors, to trigger and to organise, solely based on medical requirements:

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

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

Your health situation and compliance with the health regulations in force are the only factors taken into account in determining the decision to move you, the choice of means of transport and the choice of place of hospitalisation, where necessary.

##### **N.B.**

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

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

##### **2. RETURN OF INSURED FAMILY MEMBERS OR OF ONE INSURED ESCORT AND PETS**

If we accept responsibility for your repatriation, following the advice of our medical staff, we shall organise the transport of your insured Family Members or of one insured person travelling with you, so as to escort you on your return if possible.

This person may travel:

- Either with you;
- Or separately.

We shall accept responsibility for the transport of this or these insured person by 1<sup>st</sup>-class railway travel or by air travel in economy class and also taxi fares in order that they can travel from the holiday location to the train station or airport of departure and, at the other end, from the train station or airport of arrival to the Home.

When the Insured is returned home, we will organise and pay for the transport of animals (dogs, cats) to a suitable kennel establishment or person designated by the insured, resident in France less than 50 kilometres from the Insured's home.

This service is subject to compliance with the transportation, care and kennel conditions laid down by service providers and kennel establishments (i.e. up-to-date vaccinations, pet passports, security deposits where applicable, shall be at the beneficiary's expense, etc.).

**This service cannot be claimed in addition to the "HOSPITALISATION ESCORTING" service.**

##### **3. HOSPITALISATION ESCORTING**

When you are hospitalised at the place at which your Sickness affected you or you were the victim of your Accident and our doctors deem, based on the information provided by the local doctors, that your return cannot take place within 2 days, we shall organise and bear the cost of an outbound and inbound trip from the country where your Home is located, by 1<sup>st</sup>-class train travel or on a flight in economy class, for a person of your choosing, in order that the person can come to your bedside.

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

**Cover for hospital visits may not be claimed in addition to cover for "THE RETURN OF INSURED FAMILY MEMBERS OR OF AN INSURED ESCORT AND PETS".**

##### **4. ESCORTS ACCOMPANYING YOUR CHILDRENS**

When you are sick or injured and cannot look after your insured children aged less than 18 or your handicapped adult offspring who travelled with you, we shall organise and bear the cost of an outbound and inbound trip by means of 1<sup>st</sup>-class train travel or on a flight in economy class, from the country where your Home is, of a person of your choosing or of one of our hostesses, in order that your children be taken back to the country where your Home is or to the home of a Family Member chosen by you, by 1<sup>st</sup>-class train travel or on a flight in economy class.

Your children's travel fares shall be borne by you.

##### **5. CONTINUATION OF TRAVEL**

You are ill or injured during your travel but your health does not require a medical repatriation according to the opinion of our doctors, in compliance with the terms of the paragraph on "TRANSPORT/REPATRIATION", we will pay for any additional transport costs you may incur to continue the travel that has been interrupted, up to the limit of the price of travel to return to your place of Domicile on the day and place of the incident.

## 6. REPLACEMENT DRIVER (ZONES 1 AND 2 ONLY)

You are ill or injured during your travel. If your health prevents you from driving your vehicle and none of the passengers can take your place, we provide you with:

- A driver to drive the vehicle to your Home, taking the most direct route.

We will pay for the travel costs and driver's salary,

- A 1<sup>st</sup>-class rail ticket or economy class flight to allow you, or a person you appoint, to collect your vehicle later.

The travel costs (fuel, any tolls, boat journeys, hotel and food costs of any passengers) will be at your expense borne by you.

The driver intervenes provide his or her services according to in accordance with the current regulations in force and applicable to his profession. This cover is granted to you if your vehicle is duly insured, in perfect operating working condition order, compliant with the rules of the national and international Highway Code and meets compulsory technical control standards. If not, we reserve the right to not send a driver and, in lieu, we will provide and pay for a 1<sup>st</sup>-class rail ticket or economy class flight to allow you to collect the vehicle.

## 7. EXTENSION OF STAY

If, following an Illness or Accident occurring during a Stay, the insured is immobilised and obliged to extend the stay in situ and our doctors believe, on the basis of the information provided by local doctors, that the Insured's health does not require hospitalisation, we will pay for the expenses for extending the stay of the Insured up to the amount indicated in the Table of cover.

We shall also pay for a transport ticket limited to an air ticket (return ticket only), economy class or 1<sup>st</sup>-class train ticket, to enable the Insured to return Home, as long as the transport ticket initially envisaged under the scope of the Stay cannot be used or changed.

We shall cease to bear costs from the date on which our doctors deem, based on information provided by the local doctors, that the Insured is able to return to his Country of Domicile.

## 8. EARLY RETURN IN THE EVENT OF THE HOSPITALISATION OF A MEMBER OF YOUR FAMILY, OF THE PERSON FILLING IN FOR YOU IN YOUR JOB, OR OF THE PERSON IN CHARGE OF MINDING YOUR MINOR AND/OR ADULT HANDICAPPED CHILD OR CHILDREN WHO STAYED AT HOME

During your trip, if you learn that an unplanned hospitalisation has occurred for more than 72 hours, for a serious reason during your travel, in the country where your Home is:

- Of a Relative;
- Of your replacement as regards your job;
- Of the person in charge of minding your minor and/or adult child or children who stayed at Home.

In order that you:

- Go to the bedside of the hospitalised person in the country where your Home is;
- Go back to work in place of the replacement who was supposed to replace you at work, since your presence at your place of work has transpired to be indispensable;

- Go and be with your children who have been left without a minder at your Home.

We organise:

- Either inbound and outbound travel;
- Or the outward travel of yourself and another insured person of your choice travelling with you,

and shall bear the cost of 1<sup>st</sup>-class train tickets or economy-class flight tickets to the country where your Home is located and also, where applicable, taxi fares in order that you can travel from the holiday location to the train station or airport of departure and, at the other end, from the train station or airport of arrival to the Home.

If you do not provide us with documentary evidence (hospitalisation documentation, proof of family relationship) within 30 days, we reserve the right to invoice you for all the amounts paid under this head of cover.

## 9. ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ONLY IN A FOREIGN COUNTRY)

To benefit from these refunds you must be covered by national health primary cover (social security, Cafat) or be covered by any other healthcare organisation and, on your return to your country of Home or on site in the foreign country, carry out all the formalities required to recover these costs from the relevant organisations and send us the documentary proof mentioned below.

In respect of this service, you are reminded that the term "France" means Metropolitan France, the Principality of Monaco and France's overseas departments and regions. The Insureds who are resident in French overseas departments and regions shall thus not be deemed to be travelling Abroad when they travel to Metropolitan France or to the Principality of Monaco and vice-versa.

Before travelling to a Foreign Country, we advise you to obtain the forms suitable for the trip type and duration, as well as for the country you are travelling to (for the European Economic Area and Switzerland, apply for a European Health Insurance Card).

These different forms can be obtained from your local Health Service so that, if you fall ill or have an Accident, your medical costs will be directly covered by your Health Service.

### REFUND AMOUNT AND PROCEDURE:

We will refund you the cost of healthcare incurred in a Foreign Country and remaining at your expense once the Social security, mandatory private health insurance and/or any other provident society have made their payments **within the limits of the amounts in the Table of Cover Amounts**, for the term of the policy.

You (or your beneficiaries) undertake to carry out all the necessary formalities to recover these costs from the organisations in question on your return to your country of Home, and to send us the following documents:

- Original social security statements and/or health insurance statements proving the refunds obtained;
- Photocopies of the medical care invoices supporting the expenses.

**Failing this, we cannot proceed with the refund.**

If Social security and/or the organisations you pay contributions to do not cover the paid medical costs, we will refund you **up to the maximum amount stated in the Table of Cover Amounts**, for the term of the policy, on condition that you first supply the original medical invoices and a certificate from Social Security, healthcare insurance or any other health insurance organisation stating that the costs are not covered.

## TYPES OF HEALTHCARE COSTS ENTITLING TO ADDITIONAL REFUNDS:

The additional refund covers the costs defined below, on condition that they cover healthcare received in a Foreign Country consecutive to an Illness or an Injury that occurred in a Foreign Country:

- Medical fees;
- The cost of medication prescribed by a doctor or surgeon;
- Ambulance or taxi costs ordered by a medical doctor for local travel in a Foreign Country;
- Dental emergency **within the limits of the amount stated in the Table of Cover Amounts**;
- Hospital costs if our medical doctors consider you cannot be transported after they have collected information from the local medical doctor. The additional refund of these hospital costs ceases on the day we are able to transport you, even if you decide to remain.

## 10. ADVANCE OF HOSPITALISATION COSTS (ONLY IN A FOREIGN COUNTRY)

In respect of this service, you are reminded that the term "France" means Metropolitan France, the Principality of Monaco and France's overseas departments and regions. The Insureds who are resident in French overseas departments and regions shall thus not be deemed to be travelling Abroad when they travel to Metropolitan France or to the Principality of Monaco and vice-versa.

If you fall ill or are injured during your trip to a Foreign Country, we may advance your hospitalisation costs for as long as you remain in hospital, **within the limit of the amount stated in the Table of Cover Amounts**.

We will advance these costs subject to the following cumulative conditions:

- For medical care prescribed in agreement with our doctors;
- If, after obtaining information from the local doctor, our doctors do not believe that you can travel.

We will not advance any costs from the day on which we are able to transport you, even if you decide to stay where you are.

You agree to take the necessary steps to recover your medical expenses from the relevant insurance providers and to reimburse Europ Assistance for the amount advanced.

**We remind you that the expenses not covered by your health insurance scheme (Social Security) or mutual fund will be covered in accordance with section 'ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ONLY IN A FOREIGN COUNTRY)'.**

## ASSISTANCE IN CASE OF DEATH

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

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

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

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

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

### 2. RETURN OF INSURED FAMILY MEMBERS OR OF ONE INSURED PERSON TRAVELLING WITH THE INSURED IN THE EVENT OF THE DEATH OF THE INSURED

Where applicable, we shall organise and shall bear the cost of the return, by 1<sup>st</sup>-class rail travel or on an economy-class flight, as well as, where applicable, taxi fares as regards travel to and from the places of departure and arrival, of an insured person or of the insured Family Member or Members who was or were travelling with the deceased, so that he, she or they may be present at the funeral thereof, to the extent that the means originally planned for his, her or their return to the country where the Home is located cannot be used for this purpose.

We will organise and pay for the transport of animals (dogs, cats) to a suitable kennel establishment or person designated by the insured, resident in France less than 50 kilometres from the Insured's home.

This service is subject to compliance with the transportation, care and kennel conditions laid down by service providers and kennel establishments (i.e. up-to-date vaccinations, pet passports, security deposits where applicable, shall be at the beneficiary's expense, etc.).



### 3. EARLY RETURN IN THE EVENT OF THE DEATH OF A MEMBER OF YOUR FAMILY, OF THE PERSON FILLING IN FOR YOU IN YOUR JOB, OR OF THE PERSON IN CHARGE OF MINDING YOUR MINOR AND/OR ADULT HANDICAPPED CHILD OR CHILDREN WHO STAYED AT HOME

During your trip, if you learn of the death, in the country where your Home is, which took place during your trip:

- Of a Relative;
- Of your replacement as regards your job;
- Of the person in charge of minding your minor and/or adult child or children who stayed at Home.

In order that you:

- Can attend the funeral of the deceased in the country where the Home is located;
- Go back to work in place of the replacement who was supposed to replace you at work, since your presence at your place of work has transpired to be indispensable;
- Go and be with your children who have been left without a minder at your Home.

We organise:

- Either inbound and outbound travel;
- Or the outward travel of yourself and another insured person of your choice travelling with you,

and shall bear the cost of 1<sup>st</sup>-class train tickets or economy-class flight tickets to the country where your Home is located and also, where applicable, taxi fares in order that you can travel from the holiday location to the train station or airport of departure and, at the other end, from the train station or airport of arrival to the Home.

If you do not provide us with documentary evidence (death certificate, proof of family relationship) within 30 days, we reserve the right to invoice you for all the amounts paid under this head of cover.

This head of cover is only available if the date of the funeral is prior to the date originally planned for your return.

## TRAVEL ASSISTANCE BEFORE AND DURING A TRIP

### 1. TRAVEL INFORMATION

(EVERY DAY FROM 08:00 TO 19:30, FRENCH TIME, EXCEPT ON SUNDAYS AND ON STATE HOLIDAYS)

At your request, we can give you information about:

- The medical precaution to be taken before travelling (vaccines, medicines etc.);
- The administrative formalities to complete before or during travel (visas etc.);
- Travelling conditions (transport options, airline schedules etc.);
- Conditions of local life (temperature, climate, food etc.).

### 2. PEDIATRIC COUNSELLING

Medical information by phone (Monday to Friday, from 9am to 7pm - French time zone).

On demand of the Insured, Europ Assistance will put you through with one of its doctors. This information service is facilitated by a health counsellor and is meant to answer any question of a medical character.

Our services are only available by phone from Monday to Friday and from 9am until 7pm (French time zone). None of the information communicated by our specialists will substitute your usual contacts. No written confirmation will be provided.

### 3. BABYSITTER ON SITE IN CASE OF HOSPITALIZATION

In case of hospitalization of one the parents in charge, Europ Assistance takes in charge the refund of the babysitting fees for children under 18 y.o or disabled children (up to 20 hours maximum).

### 4. ADVANCE OF BAIL AND BEARING OF THE COST OF LEGAL FEES (ABROAD ONLY)

If you are travelling Abroad and you are the subject of court proceedings as a result of a traffic accident, and only as a result of a traffic accident, to the exclusion of any other reason, we shall advance to you bail of **up to the maximum amount set out in the Table of Amounts Covered**.

You undertake to reimburse us for this advance at the latest 5 days after receipt of our invoice or as soon as the bail is returned to you by the authorities, if the return takes places prior to expiry of said time frame.

In addition, we shall bear the cost of the legal fees that you shall have had cause, as a result, to incur at the destination, **up to the ceiling amount outlined in the Table of Amounts covered**, provided that the acts of which you are accused, cannot, under the legislation of the country, give rise to criminal punishment.

This head of cover does not include any legal proceedings instituted in your home country following a road accident occurring abroad.

### 5. ASSISTANCE IN THE EVENT OF AN INSURED INCIDENT OCCURRING AT YOUR HOME DURING A TRIP

During your trip, you learn that an Insured Incident has taken place at your Home.

You may benefit from one or the other of the following 2 non-cumulative heads of cover:

#### EARLY RETURN IN THE EVENT OF AN INSURED INCIDENT OCCURRING AT YOUR HOME

You learn that, following an Incident at your Home, your presence there is indispensable for the purpose of any administrative procedure, we organise and accept responsibility for your journey by 1<sup>st</sup>-class rail or economy class flight on a scheduled airline from the place you are staying to your home and, where the need arises, taxi fares from the holiday location to the station or airport of departure and, at the other end, from the station or airport of arrival to your home.

If you do not provide us with documentary evidence (report of insured incident to the insurer, expert's report, minute of complaint etc.) within 30 days, we reserve the right to invoice you for all the amounts paid under this head of cover.

## CLAIM ASSISTANCE HOME (IN FRANCE ONLY)

While you are on your trip, if your Home is affected by a flood, a fire or a break-in and the damage and losses caused necessitate protective measures, we can put you in touch with a specialist tradesperson or company (a plumber, a locksmith, a glazier, a security company, etc.) and we shall bear the cost of the services thereof **up to the maximum sum set out in the Table of Amounts Covered**.

Furthermore, if your Home is not habitable upon your return from your trip, we shall organise and bear the cost of you staying in a hotel for a maximum of two nights, **up to the maximum amount detailed in the Table of Amounts Covered**.

**If you do not provide us with documentary evidence of the Insured Incident at the Home (i.e. reports of insured incidents to the insurer, expert's reports, the complaints filed with the police etc.) within 30 days, we reserve the right to invoice you for all the amounts paid under these heads of cover.**

## 6. EARLY RETURN IN THE EVENT OF A TERRORIST ATTACK

During your travel, you learn that there has been an Act of Terrorism within a range radius of 100 km of the place where you are staying. If you wish to curtail your trip, we shall organise and bear the cost of your inbound journey by 1<sup>st</sup>-class rail travel or on an economy-class flight from the place at which you are staying to your Home and, where applicable, likewise in respect of taxi fares as regards travel from the holiday location to the train station or the airport of departure and, at the other end, from the train station or airport of arrival to your Home.

The application for early return must be made within not more than 72 hours after the terrorist attack.

## 7. EARLY RETURN IN THE EVENT OF A NATURAL DISASTER

During Travel, a Natural disaster takes place where you are. You are not injured, but you wish to curtail your travel. We shall organise and bear the cost of your inbound journey by 1<sup>st</sup>-class rail travel or on an economy-class flight from the place at which you are staying to your Home or to your business premises and, where applicable, likewise in respect of taxi fares as regards travel from the holiday location to the train station or the airport of departure and, at the other end, from the train station or airport of arrival to your Home. The application for early return must be made within not more than 72 hours after the occurrence of the natural disaster.

## 8. REPLACEMENT VEHICLE

In the event of an accident, fire or theft of your personal vehicle during your stay, we will reimburse you the hire costs of an equivalent replacement car for 4 days. The cover is granted as long as the Subscriber can prove that the incident has effectively taken place.

## 9. THE SENDING OF MEDICINES ABROAD

If you are on a trip Abroad, and your medication – which is indispensable in order for you to continue your treatment and if stopping taking it makes you run, according to the opinion of our doctors, a risk for your health – is lost or stolen, we shall immediately try to find equivalent medicine at the destination, and in that case, organise a medical appointment with a local doctor who shall be able to prescribe you it. Any doctors' fees and the cost of the medicines will be borne by you.

If there is no equivalent medication at the destination, we shall organise, from France only, for the medication prescribed by your general practitioner to be sent to you, provided that the latter sends to our doctors a copy of the prescription which he or she gave to you and provided that the medication is available in the chemists' shops where we are located.

We will pay for the costs of dispatch and will invoice you for any customs duties and the cost of the medicines themselves. You must reimburse us for these on receipt of the invoice.

The dispatch of medicines is subject to the general conditions of our carriers. In all cases, it is subject to the regulations and conditions imposed by France and by the law of all relevant countries concerning the import and export of medicines.

We accept no liability for the loss or theft of medicines or any regulations or restrictions which may delay or prevent the despatch of the medicines, or for any consequences arising. In any case, this cover does not include the despatch of blood or products derived from blood, products only for hospital use or products requiring special conditions of storage such as refrigeration, and more generally for any products not available at pharmacies in France. Furthermore, if any medicines are no longer manufactured, have been withdrawn from the market or are not available in France, this is an instance of a frustrating event delaying or preventing assistance under this head of cover.

## 10. ASSISTANCE IN CASE OF THEFT, LOSS OR DESTRUCTION OF YOUR IDENTITY PAPERS OR MEANS OF PAYMENT

During your trip, you lose or have your identity papers stolen. Every day, from 8am to 7.30pm (Paris time), except on Sundays and on state holidays, just by calling our Information Service, you can get information as to the procedures you need to carry out (filing a complaint with the police, getting replacement identity documents, etc.).

This service consists of the provision of documentary information within article 66-1 of the Law of 31/12/71 as amended. In no circumstances should it be regarded as the giving of legal advice. Depending on the case in hand, we shall direct you to the bodies or categories of professionals which are liable to meet your requirements. In no circumstances are we liable for the interpretation of the information we provide or for the use you may make of it.

In the event of the loss or theft of your means of payment, you credit card or cards, your chequebook or chequebooks, and subject to a certificate of loss or of theft being issued by the local authorities, we shall advance of funds reach you, **up to the maximum amount set out in the Table of Amounts Covered**, in order that you can continue to make purchases of essential items, subject to the following prior conditions:

- Either to the payment by a third party by way of the corresponding sum being debited by means a bank card;
- Or to payment by your bank of the corresponding sum.

You must sign a receipt when the funds are remitted to you.

## 11. SEARCH AND RESCUE EXPENSES

### COST OF SEA AND MOUNTAIN SEARCH AND RESCUE SERVICES

We bear the cost of sea and mountain search and rescue operations (including those arising out of off-piste skiing) for **up to the amount set out in the Table of Amounts Covered**.

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

### RESCUE ON MARKED TRAILS/SLOPES/PISTES

If you have an Accident when skiing on marked slopes, we pay for the costs of rescue from the place of the Accident to the nearest healthcare centre, with no limit to amount.

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

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

## 12. PSYCHOLOGICAL ASSISTANCE (IN FRANCE ONLY)

Our psychological listening and assistance service allows you to contact, 24 hours a day, 365 days a year, a clinical psychologist telephone service. Without being a form of psychotherapy, the interview is run by professionals, who will listen attentively and non-judgementally, allowing you to confide in them and clarify the situation you are facing. Europ Assistance will arrange and pay for three telephone calls with the psychologist. Depending on the beneficiary's situation and on how long you have had to wait, an appointment can be arranged for a meeting c/o his offices, with a certificated State psychologist. This face-to-face consultation is at the expense of the beneficiary.

## 13. ASSISTANCE TO RETURN HOME FOLLOWING REPATRIATION (IN FRANCE ONLY)

This cover only applies should all of the following conditions be met:

- You have availed of the Travel/Repatriation service, within the framework of the implementation of the service described in the section "TRAVEL/REPATRIATION";
- And upon your return, upon completion of said Travel/Repatriation, you are either hospitalised for a period of in excess of five days or are unable to move from your Home for a period of in excess of five days.

Hospitalisation and the Inability to Move must be consecutive upon travel/repatriation.

You undertake, prior to the implementation of this cover, to convey to us, upon a request on our part, all of the supporting documents which provide evidence as regards your request:

- The French hospitalisation slip;
- A medical certificate setting out the Inability to Move from your Home.

Should the aforementioned supporting documents not be provided to us, we shall have grounds to refuse to implement this cover.

## A. ILL CHILD MINDER

Europ Assistance organises and takes charge of one of the two following heads of cover:

- Either the return travel of family member designated by the beneficiary, resident in Metropolitan France, to take care of the child;
- Or the child-minder at home for up to 10 hours by a competent person sought out by ourselves. Ill child minding takes place after a doctor has visited the child and prescribed that he should be kept at home. The allocation of the hours of child-minding is at the choice of the beneficiaries in the week following the date on which the child is declared as needing to stay at home, for at least 4 hours and up to 10 hours per day.

## B. TUTOR

If a school-age child of the beneficiary is suddenly hospitalised or immobilised at home and this results in absence for more than two weeks of course, Europ assistance organises and pays for teaching assistance by one or more tutors in one or more of the following ways:

- Travel to your home of one or more teachers for the subjects concerned and assured by us, up to 15 hours per week, for up to one month.

## C. HOME HELP

We shall organise the provision of home help for the purpose of carrying out housework, at your Home, as soon as you return from hospital, or from the date of your hospitalisation, or during your Inability to Move from your Home.

We shall bear the cost of the home help for a total period of up to 10 hours, worked at your convenience during the month following the date of your hospitalisation or the date of your return Home or during your Inability to Move from your Home (at least two hours on each occasion).

Should supporting documents not be provided (i.e. a hospital admittance certificate, a medical certificate), we reserve the right to re-bill you as regards all the assistance provided.

## D. HOSPITAL ASSISTANCE

You are hospitalised following your transport/repatriation under the chapter "TRANSPORT/REPATRIATION" below for at least 5 days: we pay for the costs of hiring a television **up to the amount specified in the Table of Amounts Covered** for the duration of your stay in the hospital.

## E. PET-SITTING

You are suddenly hospitalised for at least 5 days following an Illness or Accident that took place at Home. We shall organise transportation of your pets (dog or cat) to a suitable kennel establishment close to your Home, or to the destination of your choosing, located in France, less than 50km from your place of hospitalisation. We shall bear the cost of transporting your pets and also kennel expenses in a kennel establishment, up to the maximum amount indicated in the Table of Amounts Covered, during the period of your stay in hospital. This service is subject to compliance with the transportation, care and kennel conditions laid down by service providers and kennel establishments (i.e. up-to-date vaccinations, security deposits where applicable, etc.).

This head of cover can only be supplied if you, or a person you have authorised, can welcome the chosen service provider to entrust him with the animals.



## 14. EXCLUSIONS TO ASSISTANCE COVERS

We cannot, under any circumstances, replace the services that are provided by the local emergency services.

In addition to the general exclusions applicable to the policy and set out in the paragraph headed "What general exclusions apply to the policy?" in the "Framework of Policy" section, the following are excluded from cover:

- The consequences of exposure to infectious biological agents that are released intentionally or accidentally, to chemical agents such as chemical weapons, to incapacitating agents, to neurotoxic agent sand to agents with long-lasting neurotoxic effects.
- The consequences of intentional acts by you or of wilful misconduct, attempted suicide or suicide.
- Pre-existing health conditions and/or sicknesses or diseases and/or injuries which were diagnosed and/or treated and which gave rise to continual hospitalisation, or outpatient hospitalisation, or daytime hospitalisation in the six months preceding any and all requests, when the issue in question is a manifestation of or a worsening of said condition.
- Costs incurred without our approval or not specifically envisaged by the General Provisions of the policy set out herein.
- Any expenses not evidenced by original documents.
- Insured incidents which take place in countries that are excluded from cover or outside the dates of validity of the policy, or in particular subsequent to the planned duration of the trip Abroad.
- The consequences of incidents occurring in the course of trials, races or motorised competitions or practice for these events, which by virtue of the regulations in force require the prior authorisation of the public authorities, in which you are taking part as a competitor, or during trials on circuit requiring the prior approval of the public authorities, even if you are using your own vehicle.
- Travel undertaken for the purpose of obtaining a diagnosis or medical treatment or cosmetic surgery, the consequences of such treatment and any costs arising from it.
- The organisation and the bearing of the cost of the travel referred to in the "Travel/Repatriation" section as regards minor ailments which can be treated at the destination and which do not prevent you from continuing your trip.
- Claims for assistance connected with medically assisted conception or pregnancy or voluntary interruption of pregnancy, and any consequences or costs arising from them.
- Requests relating to reproductive acts on behalf of other people and surrogacy, the consequences thereof and the costs which arise therefrom.
- Medical equipment and prostheses (dental, hearing aids or medical).
- Cures in baths and spas, their consequences and any costs arising from them.
- Medical expenses incurred in the country where your Home is.
- Foreseen periods in hospital, their consequences and any costs arising from them.
- Optical expenses (such as spectacles and contact lenses).
- Vaccines and the costs of vaccination.
- Follow-up medical visits, their consequences and any costs arising from them.

- Cosmetic treatment, the consequences of such treatment and any costs arising from it.
- Any stay in a rest home, its consequences and any costs arising from it.
- Occupational therapy, chiropractic, their consequences and any costs arising from them.
- Any medical or paramedical services and the purchase of products of which the therapeutic quality is not recognised by French law, and connected costs.
- Health check-ups by way of preventive screening, regular treatment or analysis, their consequences and any costs arising from them.
- Desert search and rescue costs.
- The organisation of search and rescue operations in respect of individuals, in particular mountain, sea and desert search and rescue operations.
- Costs connected with excess baggage charges in connection with air travel and the cost of carriage of baggage which cannot be carried with you.
- The costs of cancellation of travel.
- Restaurant bills.
- Customs duties.
- The consequences of Quarantine and/or measures restricting freedom of movement decided by a competent authority that could affect the Insured or a Trip companion before or during his Trip.

## LUGGAGE AND PERSONAL EFFECTS

### 1. WHAT WE COVER

We provide cover, **subject to the maximums set out in the Table of Amounts covered**, for your luggage, personal objects and effects, outside of your Home, your Second Home and your place of accommodation, against:

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

In the event of loss, deterioration or destruction while the Luggage is under the responsibility of a carrier and after having been checked-in, we will only intervene in addition to the indemnity offered by the transport

### 2. LIMITATIONS ON REIMBURSEMENTS AS REGARDS CERTAIN OBJECTS

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

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

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

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

### 3. LUGGAGE DELIVERY DELAYS

In the event that your personal luggage, which was checked in with the airline with which you travelled, were not to be returned to you at the destination airport as regards your outbound trip, and if it is returned to you more than 24 hours late, you shall receive the lump-sum indemnity set out in the Table of Amounts Covered, in such a way that some of the expenses you incurred when purchasing essential items shall be reimbursed.

Said indemnity is not cumulative with the Luggage and personal effects cover set out in the Table of Amounts Covered.

### 4. EXPENSES FOR RE-ISSUING IDENTIFICATION DOCUMENTS

If your passports, ID cards, car registration documents or driving licence should be stolen, we will pay for the costs for reissuing these documents, up to the amount specified in the Table of Amounts Covered, upon submission of evidence and the declaration of the claim.

### 5. EXCLUSIONS

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

- An area which is made available to several individuals.
- Items which are forgotten, lost (except by a transport company) or exchanged.
- Thefts not involving break-ins which are duly recorded and set out in reports by an authority (all types of police, transport companies, ships' stewards, etc.).
- Thefts committed by your staff during the exercise of their duties.
- Accidental damage arising out of the leakage of liquids, of fat, of colourants or of corrosives which were put in your luggage.
- The confiscation of goods by the authorities (customs, police).
- Damage caused by moths and/or by rodents and cigarette burns and also by non-incandescent sources of heat.
- Thefts committed from a convertible car and/or from an estate car or from another vehicle which does have a boot; the insurance cover still applies on the condition that the cargo cover supplied with the car was used.
- The collections and samples of sales representatives.
- The loss of and damage caused to cash money, documents, books, passports, ID documents, travel tickets and credit cards.
- The theft of cash, documents, books, transport tickets.

- The theft of jewels when they have not been put in a locked safe or when they are not being worn.
- The breakage of fragile objects such as porcelain, glass, ivory, pottery and marble objects.
- Indirect damage or losses such as depreciation and denial of enjoyment.
- The items designated hereto: any and all prosthetics, disability aids of all kinds, bicycles, trailers, securities, paintings, eyeglasses, contact lenses, keys of any and all kinds (except the keys for your Home), documents recorded on tapes or films and also professional equipment, mobile phones, smartphones, CDs and DVDs, satellite navigators, drones, sports articles, musical instruments, cosmetics and food products, lighters, pens, cigarettes, alcohol, art objects, fishing rods, beauty products, camera films and items bought during the course of your travel.

### 6. WHAT AMOUNT DO WE COVER?

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

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

### 7. HOW IS YOUR COMPENSATION CALCULATED?

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

DATE OF PURCHASE	PRICE OF PURCHASE % COVERED
< 1 year	75%
> 1 year and < 2 years	65%
> 2 years and < 3 years	55%
> 3 years and < 4 years	45%
> 4 years and < 5 years	35%
> 5 years and < 6 years	25%
> 6 years and < 7 years	15%
> 7 years and < 8 years	5%
> 8 years	X

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

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

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

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

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

The sums insured cannot be deemed to be proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of said goods.

You are obliged to provide evidence, by any and all means in your power and by any and all documents in your possession, of the existence and of the value of said goods at the time of the Insured Incident, and likewise the extent of the damage or losses.

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

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

- If we have not yet paid compensation to you, you should regain possession of the objects, and then we shall only be obliged to pay for any damage or missing items;
- If we have already compensated you, you can opt within a time frame of two weeks:
  - Either for relinquishment,
  - Or to recover the objects in return for restitution of the compensation which you received following deductions for damage and/or missing items.

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

## PERSONAL TRAVEL ACCIDENT INSURANCE

### 1. WHAT WE COVER

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

### 2. WHAT AMOUNT DO WE COVER?

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

- Death: the capital sum **set out in the Table of Amounts Covered** is payable to beneficiaries whom you shall have named in the General Provisions, or, failing that, to the persons entitled to a right under you;
- Partial permanent disability: you shall receive a capital sum which shall be calculated **by applying the sum indicated in the Table of Amounts Covered** in the event of total permanent disability to your percentage of partial permanent disability, which is determined using the scale set out herein below.

It is specified that only disabilities in excess of 10% are indemnified under this policy.

### 3. DISABILITY SCALE

COMPLETE LOSS	RIGHT	LEFT
of an arm	70%	60%
of a forearm or of a hand	60%	50%
of a thumb	20%	17%
of an index finger	12%	10%
of a middle finger	6%	5%
of a ring finger	5%	4%
of a little finger	4%	3%
of a thigh	55%	
of a leg	40%	
of two limbs	100%	
of a foot	40%	
of a big toe	8%	
of other toes	3%	
of both eyes	100%	
of sight or of one eye	25%	

Complete hearing loss – incurable and which cannot be resolved using a hearing aid	60%
Complete hearing loss – incurable and which cannot be resolved using a hearing aid in one ear	10%
Total and incurable mental alienation	100%

#### Non-cumulation of compensation:

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

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

## 4. THE DEFINITION OF LOSS

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

## 5. EXCLUSIONS

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

- Accidents caused by: blindness, paralysis, mental illnesses, and also all sicknesses/diseases or infirmities which existed at the time the policy was taken out.
- Accidents arising out of participation in sports such as: rock climbing, mountaineering, tobogganing competitions, scuba diving with or without mobile kit, parachuting and any and all aerial sports, including flying kites and all similar devices, potholing, as well as accidents caused by participation in sports competitions or sports training sessions.
- Accidents caused by the use of motorised bikes with engine sizes in excess of 125 cubic centimetres, as the driver thereof or as a passenger.
- Accidents caused by a transport company which has not been authorised to provide public travel services to individuals.

## 6. HOW IS COMPENSATION CALCULATED?

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

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

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

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

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

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

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

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

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

During the period of treatment, the Insured must allow a consultant doctor, whom we shall appoint, free access to your medical file, in order that said doctor may assess the consequences of the Accident;

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

Should the experts not agree, a 3<sup>rd</sup> expert shall be appointed, either by joint agreement, or by the President (Presiding Judge) of the Tribunal de Grande Instance (High Court) with jurisdiction for the place in which you live.

### 1. WHAT WE COVER

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

The cover shall apply under the following circumstances:

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

### 2. EXCLUSIONS

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

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

### 3. SETTLEMENT – ADMISSION OF LIABILITY

We are not liable for any amount payable by reason of any admission of liability or of any settlement or compromise accepted by you without our approval. Nevertheless, acceptance of the facts of the case does not amount to admission of liability, any more than the bare fact of having arranged for urgent help for the victim, where this is an act of assistance which anyone may reasonably perform.

### 4. LEGAL PROCEEDINGS

In the event that an action is brought against you, we shall take on your defence and shall manage the trial as regards the acts, damage and losses which fall within the scope of the cover set out herein.

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

The fact that we take on your defence as a precautionary measure cannot be interpreted by you to constitute an acknowledgement of a guarantee and it in no way, shape or form implies that we agree to bear the cost of damage or losses which might not be covered by this policy.

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

### 5. CLAIMS

In respect of your options as to claims:

- Before civil, commercial and administrative courts, we are free to bring claims as we wish within the framework of the cover provided by the policy set out herein;
- Before criminal courts, options as to claims may only be exercised with your consent;
- If a dispute only concerns civil-law interests at a later point in the proceedings, your refusal to grant your consent to the option to bring a claim which is envisaged gives rise to a right as to us to claim from you compensation equal to the loss which shall have resulted therefrom for us.

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

### 6. INAPPLICABILITY OF FORFEITURE PROVISIONS

Even if you fail to perform your obligations following the insured incident, we may still be required to compensate the persons to whom you are liable.

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

### 7. TRIAL COSTS

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



## MISSED AEROPLANE

### 1. WHAT WE COVER

If you miss your plane of your outbound trip, for any reason howsoever, except in the event of a change of time ascribable to the transport company, we shall reimburse to you the cost of a new ticket for the same destination and using the same means of transport as initially purchased, provided that you start your journey within the following 24 hours or on the first available flight, subject to the limitations set out in the **Table of Amounts Covered**.

### 2. EXCLUSIONS

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

- The consequences of Quarantine and/or measures restricting freedom of movement decided by a competent authority that could affect the Insured (or a travel companion) before or during their/his travel.

## STAY CURTAILMENT EXPENSES

### 1. WHAT WE COVER

We shall reimburse to you, on a pro rata temporis basis, **up to the amounts detailed in the Table of Amounts Covered**, for stay expenses, which were already paid for and not used (**not including transport**), from the day following the event which gave rise to your early return, in the following cases:

- Following your travel/medical repatriation organised by us, under the terms set out herein above in the section "TRAVEL/REPATRIATION";
- If a close relation (your spouse, an ascendant, a descendant of yourself or of your spouse) is hospitalised (**meaning unplanned hospitalisations**) or dies, or if one of your brothers or sisters dies and, as a result, you were to have to curtail your stay;
- If an Insured Incident (a break-in, a fire, water damage or damage caused by a Natural Disaster) took place at your Home or at your business premises and this imperatively necessitated your presence, and because of this you were to have to curtail your stay;
- If an Act of Terrorism or Natural Disaster took place during your travel within a range of 100 km of the place where you are staying, and this causes you to curtail your stay.

### 2. WHAT AMOUNT DO WE COVER?

The compensation is in proportion to the number of days of stay that go unused. Compensation is paid subject to **the maximum amounts set out in the Table of Amounts Covered** per person, without however it being in excess of the ceiling per Event. To determine the compensation amount, administration, visa, insurance and tipping expenses shall be deducted, and likewise reimbursements and compensation amounts granted by the organiser of the Policy Proposer travel organiser.

## 3. EXCLUSIONS

In addition to the exclusions envisaged in the general conditions, suspensions as a result of the following are not covered:

- Beauty treatment, care, abortion, in vitro fertilisation and the relevant consequences.
- A psychological or mental disease or depression, without hospitalisation, of less than three days.
- The consequences of an outbreak, Epidemic or pandemic of any contagious infectious disease or new strains, recognized by the World Health Organization (WHO) or any competent authority of Your Home Country or any country planned to be visited or crossed during the Trip. This exclusion does not apply if an Epidemic leads to a Serious Illness or the death of an Insured, a Family Member, the person in charge of looking after minors or disabled adults for whom You are the legal representative or legal guardian or the professional substitute.

## AEROPLANE DELAY

### 1. WHAT WE COVER

This cover applies to:

- Regular inward and/or outward bound flights offered by airlines whose timetables are published;
- Outward bound charter flights whose timetables are specified on the outward bound air ticket.

Following a delay in the arrival of the aeroplane of the Insured:

- Of more than 3 hours with respect to the time initially scheduled, for regular return flights;
- Of more than 6 hours with respect to the time initially scheduled, for outward bound charter flights,

we will indemnify a lump sum **up to the amount specified in the Table of Amounts Covered**.

To calculate the indemnity, the hours' delay of the outward bound flight shall not be added to the hours' delay of the return flight, they only regard one-way travel. However, the cover shall apply to both regular outward and inward bound flights, if the delay for each leg exceeds 3 hours.

The cover does not apply if you are transferred to a different company within the initially envisaged hours.

The cover shall apply as at the date and time indicated on the air ticket and expires upon arrival at the destination airport.

### 2. EXCLUSIONS

In addition to the general exclusions applicable to the policy and set out in the paragraph headed "WHAT GENERAL EXCLUSIONS APPLY TO THE POLICY?" of the "FRAMEWORK OF THE POLICY" part of the policy, we may intervene in the circumstances described below:

- Civil or foreign war, riots, popular unrest, strikes, acts of terrorism, hostage or sabotage, any radioactivity event, any effect of nuclear origin or caused by a source of ionising radiation in the country of departure, transfer and destination.

- Any event that endangers the safety of your travel when your destination is not recommended by the French Minister of Foreign and European Affairs.
- A decision by airport authorities, civil aviation authorities or any other authority announced 24 hours before the date of departure of your travel.
- Events taking place between the date on which you booked your travel and the date on which this policy was stipulated.
- Missed flight on which your reservation was confirmed, for whatever reason.
- Non-admission on board as a result of failure to respect the time limit for registering luggage and/or arrival at the boarding gate.

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

You must:

- Complete and/or have completed a declaration of delay by a competent person of the airline on which you are travelling or a competent person of the airport;
- At your return and at the latest within 15 days of such, provide us with the duly completed declaration of delay, the photocopy of your air ticket, the purchase invoice of the ticket covered and the boarding card stub.

## INABILITY TO RETURN HOME

### 1. NATURE OF THE COVER

The purpose of this cover is to provide compensation for your accommodation, meal expenses and essentials, which shall not exceed the ceilings **set out in the Table of Amounts Covered**, which are borne by you and not reimbursed in the situations which meet the conditions described hereinafter.

### 2. TERMS OF THE COVER

The "INABILITY TO RETURN HOME" cover provides insurance against you being absolutely unable to leave the place at which you holiday on the date on which you initially planned to return, for a reason which has the characteristics of force majeure and which meets all of the following conditions:

- It is outside your control, and was unknown and unforeseeable at the time of your departure;
- It does not pertain to you, in particular, and it does not relate to your state of health, such as the Insured being sick, having a disease or being injured;
- It is not ascribable to a fault or faults on the part of the bodies which are responsible for providing your inbound travel (i.e. a tour operator, a travel agent's, an airline company, etc.) and/or on the part of the service providers whose services said bodies may have employed, as regards the material organisation of the travel or in compliance with their legal obligations vis-à-vis you;
- It is not due to strikes affecting the aforementioned bodies which are responsible for providing the travel of the Insured.

The cover provides insurance as regards stays that are extended directly or indirectly due to a Natural Disaster or an act of terrorism, and this is by way of waiver of the general exclusions set out in this policy.

You shall have to provide supporting evidence, when making a claim as regards the Insured Incident, that all the conditions above were met.

This cover does not include costs you have incurred for which you have received, or will receive, indemnity or other form of compensation (meals, refreshments, accommodation, transfers, assistance) from the transporter, the travel agency, tour operator or payment card issuers.

### 3. EXTENT OF COVER

We shall reimburse you for the actual accommodation costs incurred (hotel, meals and emergencies) within the following limits:

- The sum **outlined in the Table of Amounts Covered**;
- As per the sum and the durations set out in the Table of Amounts Covered;
- up to a maximum of 3 consecutive nights.

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

So long as you are absolutely unable to leave the place at which you are staying. The sums are reimbursed upon submission, by you, firstly, of the original paperwork (receipts) as regards the expenses incurred, and, secondly, of the travel ticket for the initially-planned inbound journey, and also of the original receipt for the travel.

The first night after the date of departure initially envisaged is never indemnified.

### 5. EXCLUSIONS

Inability to return home for the following reasons, is not included in this cover:

- A fault or faults on the part of the bodies which are responsible for providing your inbound travel (i.e. a tour operator, a travel agent's, an airline company, etc.) and/or on the part of the service providers whose services said bodies may have employed, as regards the material organisation of the travel or in compliance with their legal obligations vis-à-vis you.
- Strikes affecting the aforementioned bodies which are responsible for providing the travel of the Insured.

## TRAVEL CANCELLATION (OPTIONAL)

### 1. WHAT WE COVER

We reimburse down payments and all sums retained by the travel organiser, in accordance with the terms of sale of the trip (**excluding administration fees, visa fees and all other taxes**), when you are forced to cancel your trip prior to departure.

You are reminded that airport taxes, which are included in the price of tickets, are expenses which are payable when a passenger actually boards a plane and that the airport company is obliged to reimburse airport taxes to you when you did not board a plane. You must consult the general terms and conditions of sale or of transport in order to find out how you can obtain a reimbursement of airport taxes (ref. art. L. 113-8 of the French Consumer Code).

### 2. WHAT INCIDENTS DO WE COVER?

We cover cancellations arising from the reasons and circumstances set out below, but no others.

#### SERIOUS SICKNESS, SERIOUS ACCIDENTS, HOSPITALISATION AND DEATH

(including aggravation of previously existing illnesses and after-effects of a previous accident):

- Affecting you, your legal or de facto spouse or the person accompanying you provided that said person is listed on the same receipt for the insurance policy set out herein;
- Affecting a Family Member or the person accompanying you provided that said person is listed on the same receipt for the insurance policy set out herein;
- Affecting the person covering for you in your job provided that his or her name is referred to at the time of purchase of the travel;
- Affecting the person responsible, during your trip:
  - For minding your minor children provided that his or her name is referred to at the time the policy is taken out,
  - For looking after a handicapped person provided that he or she lives under the same roof as you and that you are the legal guardian thereof and that his or her name is referred to upon taking-out of the policy.

#### CANCELLATION FOR ALL JUSTIFIED REASONS

The cover shall be provided to you, **following deduction of an Excess and of a minimum amount, which are detailed in the Table of Amounts Covered:**

- In all cases of Cancellation which could not have been foreseen on the date on which this policy was taken out, which were outside of your control and for which evidence is provided;
- And likewise in the event of Cancellation, for a proven cause, on the part of one or more individuals who were registered at the same time as you and who have the status of Insured under this policy, (maximum 9 persons);

- And likewise in the event of an act of terrorism or of a major event which takes place within a radius of 100 kilometres of the place which you are going on holidays to, within 15 DAYS prior to the departure date, by way of waiver of the section entitled "EXCLUSIONS IN THE CASE OF FORCE MAJEURE OR OTHER EQUIVALENT EVENTS", in the "FRAMEWORK OF THE POLICY" part of the policy.

The "TRAVEL CANCELLATION" cover does not provide insurance against an inability to travel relating to the material organisation of the trip by the organiser (i.e. a tour operator or airline), including in the case of the purchase of flights only and/or of the organiser being at fault (e.g. because of strikes, cancellations, postponements or delays) or relating to circumstances in respect of accommodation or of the security of the place of destination.

### 3. EXCLUSIONS

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

- Cancellation owing to a person being in hospital at the time that your travel was booked or the policy was signed.
- Illness requiring psychiatric treatment, whether in the form of drugs or of therapy, (including nervous depression) unless this has caused the person to be hospitalised for more than four consecutive days as at the date of cancellation of your travel.
- Omitted vaccinations.
- Accidents resulting from the practice of the following sports: bob-sleighbing, rock climbing, skeleton, skiing, tobogganing competitions, any aerial sports, as well as accidents caused by taking part in matches or competitions or training for matches or competitions.
- Non-production, for any reason howsoever, of required travel documents, such as passports, visas, travel tickets, vaccination cards, except in the event of theft on the departure date of passports or ID cards which are duly reported to the competent authorities.
- Illnesses and accidents where the initial report, relapse, aggravation or hospitalisation occurred between the date of booking of your travel and the date of signature of this policy.
- Administration fees, taxes, visa fees and insurance premiums pertaining to the trip.
- The simple fact of your travel destination being not recommended by the French Ministry of Foreign Affairs.
- Events taking place between the date on which you booked your travel and the date on which this policy was stipulated.
- Carriers of people (in particular airlines) may impose special terms in the case of passengers with certain conditions or pregnant women at any time up to the beginning of travel, which may be varied without notice (thus airlines may require medical examinations, a medical certificate etc.).



- As a result, the repatriation of said individuals can only be carried out provided that the travel provider does not refuse to provide travel thereto, and of course, provided that no unfavourable medical opinion has been issued (as provided for and in accordance with the terms and conditions provided for in the "TRAVEL/REPATRIATION" section), with a view to the health of the Insured or of the child who is to be born.
- The consequences of an outbreak, Epidemic or pandemic of any contagious infectious disease or new strains, recognized by the World Health Organization (WHO) or any competent authority of Your Home Country or any country planned to be visited or crossed during the Trip. This exclusion does not apply if an Epidemic leads to a Serious Illness or the death of an Insured, a Family Member, the person in charge of looking after minors or disabled adults for whom You are the legal representative or legal guardian or the professional substitute.
- The consequences of Quarantine and/or measures restricting freedom of movement decided by a competent authority that could affect the Insured or a Trip companion before or during his Trip.

#### 4. WHAT AMOUNT DO WE COVER?

We shall pay for the amount of the cancellation or alteration costs incurred as at the date of the Event and falling within the cover, in accordance with the General Terms & Conditions of Sale of the organiser of the trip, **up to the maximum and subject to the Excess amount set out in the Table of Amounts Covered.**

#### 5. BY WHAT TIME MUST YOU REPORT THE INSURED EVENT?

You must immediately notify the organiser of the travel, and advise us within the five working days immediately following the Event to which the cover relates. This must take the form of a formal incident report.

**If the Cancellation and/or the incident report is or are late, we cover only Cancellation costs chargeable as at the date of the insured incident giving rise to the Cancellation.**

#### LIMITATION OF LIABILITY

The amount payable under this insurance must not exceed the actual total of the penalties charged following the cancellation of the travel. Administration fees, taxes, visa fees and the insurance premium are not reimbursable.

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

Your incident report must be sent together with:

- In case of illness or accident, a medical certificate specifying the origin, nature, gravity and foreseeable consequences of the incident or accident, as well as a photocopy of the sick note if you are an employee and photocopies of any medical prescriptions and, if applicable, the results of any tests and examinations that have taken place;
- In the event of a death, a death certificate and evidence of family relationship;
- In all other cases, all relevant documents.

The medical certificate must be sent in a sealed envelope and marked for the attention of a medical expert to be appointed by us.

For this purpose, you must exempt your doctor from the obligation of professional confidentiality in relation to our appointed medical expert. As an essential condition, the Insured, in claiming under the policy, must send all documents contractually required under this policy, and may not rely on any reason preventing their production, except for reasons beyond the parties' control (force majeure). If you object to this without a valid reason, you risk losing your rights under the policy.

You acknowledge, as an express term of this policy, that we have the right to treat any claim under the policy as being subject to this condition.

You must also forward to us any information or documents which you may be asked to provide as evidence of the reason for your cancellation, in particular:

- Any statements from the social security authorities or any equivalent organisation, concerning the reimbursement of costs of treatment and the payment of daily sickness benefit;
- the original cancellation invoice provided by the travel organiser which is the Proposer of the policy,
- Your policy number;
- The registration form provided to you by a travel agent's or by the travel organiser;
- In case of an accident, you must specify its causes and circumstances and provide us with the names and addresses of those responsible and, if possible, of the witnesses.

## POLICY FRAMEWORK

### 1. MEMBERSHIP

Consent of the Member to adhere to the Group Insurance Policy may be given either electronically (through an internet Website or e-mail), or orally in the case of distance sales via telephone.

In order to be eligible for the Membership, each of the following conditions must be met:

- The Member must have purchased a Trip from the Policyholder or a distributor (including the Trip Organizer) authorized by the same;
- Trip purchased by the Member shall last no more than 90 consecutive days;
- Membership is subject to the payment of the premium by the Member.

### 2. DURATION

#### DURATION OF THE MEMBERSHIP

Subject to the payment of the premium by the Member, the Membership start date is:

- In case of sale by telephone: the date on which the Member expressed its consent to become a Member, over the phone;
- In case of sale by Website or email: the date on which the Member was confirmed the purchase of the Membership, by email.

### 3. COMMENCEMENT AND PERIOD OF COVER

The policy stipulated between the Proposer and Europ Assistance commences on 01/09/2017.

As regard the Insured, the duration of all cover apart from the cancellation cover) corresponds to the dates of the Stay Abroad, as declared by the Insured and specified on the adhesion certificate, with a maximum duration of 90 consecutive days, subject to payment of the corresponding price. The date of coming into force of the cover may not be earlier than the date of subscription by the Association.

The "TRAVEL CANCELLATION" cover commences on the day on which the insured stipulates the policy and expires on the date of departure for travel, of which the date is given on the invoice issued by the travel organiser.

The insurance premium is not refundable

### 4. WITHDRAWAL RIGHT

#### IN CASE OF DOUBLE INSURANCE

In accordance with article L. 112-10 of the French Insurance Code, an Insured who takes out an insurance policy for non-business purposes, if he or she can provide evidence of a pre-dating policy as regards one of the risks covered by the new policy, can withdraw from the new policy, without incurring expenses or penalties, so long as he or she has not executed the policy in full or the Insured has not made a claim as regards any head of cover, within 14 calendar days from the conclusion of the new policy.

The Cancellation must be sent by post or e-mail to AON France/CHAPKA ASSURANCES:

- Mail to: [info@chapka.fr](mailto:info@chapka.fr)
- By letter sent recorded delivery with advice of receipt addressed as follows:



**AON FRANCE/  
CHAPKA ASSURANCES**

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

The Insurer must refund the amount of the premium paid by the Assured within not more than 30 days from the date on which the right to cancel was exercised, unless an Insured incident giving rise to a claim under the policy has occurred within the period for Cancellation.

#### IN THE EVENT OF A DISTANCE SALE

In accordance with Article L112-2 of the Insurance Code, when the policy is marketed in a distance sale for non-business purposes, the Insured has 14 calendar days within which to renounce adhesion (as long as the contract has not been executed and the Insured has not invoked any cover).

The cancellation is made by letter sent to:



**CHAPKA  
Customer service**

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

(we recommend a letter sent recorded delivery with advice of receipt).

It can be done as follows:

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

In order for the withdrawal period to be respected, the Insured must transmit his/her wish to withdraw before the expiry of the withdrawal period.

However, if the Insured requests the application of coverage, they lose the right to withdraw.

The right to withdraw does not apply to Trip or baggage insurance policies or similar short-term insurance policies of less than one (1) month. The duration of the insurance contract is the period between its effective date and the due date

### 5. HOW ARE LOSSES COVERED BY INSURANCE POLICIES ASSESSED?

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

Each side must appoint an expert. If the appointed experts cannot agree, they call in a 3<sup>rd</sup> expert and the three of them must decide collectively by majority vote.

Should one party fail to appoint an expert, or should the two experts be unable to agree on the appointment of a 3<sup>rd</sup>, the appointment must be made by the President (Presiding Judge) of a French "Tribunal de Grande Instance" (High Court) of the district where the insured incident occurred. This appointment is made on request, signed by one or both parties; if one party has not signed, that party is invited to attend the expert hearing by registered letter.

Each party is liable for the costs and fees of its appointed expert and, if applicable, one half of those of the 3<sup>rd</sup> expert.

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

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

We cannot be held liable for any failure or delay in the provision of assistance as a result of force majeure or events such as:

- Civil or foreign wars, known political instability, popular movements, riots, acts of terrorism, reprisals;
- Recommendations of the WHO or national or international authorities or restrictions to the free circulation of people and goods for whatever reason, notably health, security, weather-related, limitation or prohibition of aeronautical traffic;
- Strikes, explosions, natural disasters, the disintegration of the atomic nucleus, or any radiation from a radioactive energy source;
- Delays in and/or impossibility of obtaining administrative documents such as entry and exit visas, passports, etc. necessary to your travel within or outside the country where you are or your entry into the country chosen by our doctors for hospitalisation;
- Use of the local public services or by all other parties. We are obliged to contact under local and/or international regulations;

- The non-existence or the unavailability of technical or human means suitable for transport (including refusal to intervene).

## 7. EXCEPTIONAL CIRCUMSTANCES

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

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

## 8. GENERAL EXCLUSIONS APPLYING TO POLICY

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

- Civil or foreign wars, riots, popular unrest.
- Voluntary participation by an insured person in riots, strikes, fights or acts of violence.
- The consequences of nuclear fission or any radiation emitted by a radioactive energy source.
- Unless otherwise agreed, an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, except in the context of the provisions of French Act no. 82-600 of 13 July 1982 concerning the compensation of victims of natural catastrophes (as concerns insurance claims).
- Any voluntary act by you which could give rise to a claim under the policy.
- The consequences of using medicines, drugs, stupefying substances and similar products other than on medical prescription, and of alcohol abuse over the rates envisaged by the legislation of the country in which you are located.
- Accidents caused by the use of motorised bikes with engine sizes in excess of 125 cubic centimetres as the driver thereof or as a passenger.
- Claims connected with the use of motorcycles when the Insured does not have a licence in compliance with the legislation of the country in which he is located.
- Claims connected with the use of motorcycles when the Insured was not wearing a helmet, in breach of the legislation of the country in which he is located.
- The consequences of Quarantine and/or measures restricting freedom of movement decided by a competent authority that could affect the Insured or a Trip companion before or during his Trip.
- If in a state of civil war or are engaged in a foreign war, of known political instability or which are involved in popular movements, riots, acts of terrorism, reprisals, restriction of the free circulation of people and goods (for whatever reason, notably health, security, weatherrelated, etc.) or disintegration of the atomic nucleus, or any radiation from a radioactive energy source.

## 9. COUNTRY LIST

The insurance cover and assistance services apply worldwide, except in your Home country, your Second Home and the countries excluded by the application of International Sanctions.

### AERA 1: EUROPE AND MEDITERRANEAN COUNTRIES

Albania (AL)	Lithuania (LT)
Germany (DE)	Luxembourg (LU)
Andorra (AD)	Republic of North Macedonia (MK)
England (see United Kingdom)	Madeira (XC)
Austria (AT)	Malta (MT)
Balearic Islands (XA)	Morocco (MA)
Belgium (BE)	Moldova (MD)
Bosnia and Herzegovina (BA)	Monaco (MC)
Bulgaria (BG)	Montenegro (ME)
Cyprus (CY)	Norway (NO)
Croatia (HR)	Netherlands (NL)
Denmark (except Greenland) (DK)	Poland (PL)
Scotland (see United Kingdom)	Continental Portugal (PT)
Continental Spain (ES)	Czech Republic (CZ) (see also Czech Republic)
Estonia (EE)	Romania (RO)
Finland (FI)	United Kingdom (GB)
Metropolitan France (FR)	San Marino (SM)
Georgia (GE)	Serbia (RS)
Gibraltar (GR)	Slovakia (SK)
Greece (GR)	Slovenia (SI)
Hungary (HU)	Sweden (SE)
Ireland (IE)	Czech Republic, Czech Republic (CZ)
Israel (IL)	Palestinian Territories (PS)
Italie (IT)	Tunisia (TN)
Italy (IT)	Turkey (TR)
Jordan (JO)	Ukraine (AU) (except Crimea region and Zaporizhzhia, Kherson, Donetsk and Lugansk regions)
Latvia (LV)	
Liechtenstein (LI)	Vatican City State (Holy See) (VA)

### AERA 2:

Worldwide (except USA, Canada, Japan, Australia, New Zealand, Hong Kong, Singapore, Brazil, Switzerland, China, Afghanistan, Belarus, Burma/Myanmar, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk regions, Iran, North Korea, Russia, Syria, and Venezuela).

### AERA 3:

Worldwide (including Japan, Australia, New Zealand, Hong Kong, Singapore, Brazil, China and Switzerland). Except Afghanistan, Belarus, Burma/Myanmar, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk regions, Iran, North Korea, Russia, Syria, and Venezuela.

#### AERA 4:

Worldwide (including USA and Canada). Except Afghanistan, Belarus, Burma/Myanmar, Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk regions, Iran, North Korea, Russia, Syria, and Venezuela.

### 10. TO CONTACT US FOR A CLAIM

If You wish to submit a claim to us, You can go to our easy to use Website:

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

This is the quickest way to contact us.

You can also write us at the following address:



#### **EUROP ASSISTANCE** **Service Remontées Clients**

23, avenue des Fruitières - CS 20021  
93212 Saint-Denis cedex - France

**In case You are a United States person and You Were Tripling to Cuba, You will have to provide evidence that You Tripled to Cuba in compliance with United States laws for us to be able to provide a service or a payment.**

### 11. PREMIUM

The premium is disclosed to the Member prior to Membership and it includes taxes and fees. It is paid to the Insurer at the date of the Membership.

### 12. SETTLEMENT OF CLAIM

The amount of loss for which We may be liable shall be payable within 30 days after suitable proof of loss is received, or a settlement agreement on the claim has been agreed by us.

The payment of any indemnity owed to the Insured shall be made in the same currency used by the Member to pay the premium.

### 13. MISREPRESENTATION OR NON-DISCLOSURE

False or incorrect statements or failure by the Insured party to provide information may totally or partially prejudice the right to be covered for the claim, including as a consequence of the Membership becoming void or the amount of any claim payment being reduced, to the extent provided by the applicable law.

### 14. INCREASE OR REDUCTION OF THE RISK

The Member shall notify in writing to the Insurer any increase or reduction of the risk covered by the Group Insurance Policy as a consequence of the Membership, where and to the extent required to do so under the applicable law.

### 15. OBLIGATION TO MINIMIZE LOSS

The Insured shall do everything in his/her power to avoid or minimize the harm caused by a covered Event.

### 16. OTHER INSURANCE

The Member shall notify in writing to the Insurer whether she/he has entered into another insurance contract which cover the same risk(s). In case of claim the Insured shall notify the claim to all Insurers, indicating to each the name of the others.

Each Insurer is liable for the payment of the indemnity only in portion to his respective share of risk.

### 17. APPLICABLE LAW AND JURISDICTION

The Group Insurance Policy (including the Membership Certificate), its interpretation, or any issue relating to its construction, validity or operation and performance shall be subject to the laws of France.

Any dispute or claim arising out of or in connection with the Group Insurance Policy, the Membership, or their subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the French courts.

### 18. SUBROGATION

After incurring costs, the Insurer shall take over all rights and claims that the Insured may have against any third parties liable for the incident to the Insured.

Our right of recovery is limited to the total cost incurred by us in performance of this Group Insurance Policy.

You will reasonably cooperate with us for the exercise of our subrogation rights.

### 19. WHAT IS THE LIMITATION PERIOD?

The time limit is the period after which an action may no longer be brought, for any disputes arising between the Member, the Insured and/or the Insurer as a result of a covered loss.

**Pursuant to Article L. 114-1 of the French Insurance Code:**

"All actions deriving from an insurance policy are time barred by two years from the date of the event giving rise to it. By way of exception, actions arising from an insurance policy relating to damage resulting from land movements due to drought and soil dehydration, recognised as a natural disaster under the conditions provided for in Article L. 125-1, are time-barred five years from the event giving rise to them. However, this time limit applies:

1° in the event of concealment, omission, false or inaccurate statement of the risk incurred, from the day the insurer became aware of it;

2° In the event of a loss, from the day on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured's action against the Insurer is the result of recourse by a third party, the time limit runs only from the day on which the third party initiated court action against the Insured or received compensation from the latter. The time limit is increased to ten years in life insurance policies where the beneficiary is a person other than the policyholder and, in personal accident insurance policies, where the beneficiaries are the rightful claimants of the deceased insured. For life insurance policies, notwithstanding the provisions of 2°, the beneficiary's actions are time barred at the latest thirty years from the death of the insured."

#### Pursuant to Article L114-2 of the French Insurance Code:

"The limitation period shall be interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of appraisers following a loss. A limitation period may also be interrupted as a result of the insurer sending the insured a registered letter or an electronic registered letter with acknowledgement of receipt concerning the action for payment of the premium or the insured sending the insurer a registered letter or an electronic registered letter with acknowledgement of receipt concerning the payment of compensation."

#### Pursuant to Article L114-3 of the French Insurance Code:

"By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, change the duration of the limitation period or add to the grounds for suspending or interrupting it."

**The ordinary causes of suspension of the limitation period are defined in Articles 2240 to 2246 of the French Civil Code:** recognition by the debtor of the right of the person against whom it was seeking to enforce a limitation period (Article 2240 of the French Civil Code), a legal claim (Articles 2241 to 2243 of the French Civil Code), an act of enforcement (Articles 2244 to 2246 of the French Civil Code), reproduced below:

- **Article 2240 of the French Civil Code:** "Recognition by the debtor of the right of the person against whom it was seeking to enforce a limitation period".
- **Article 2241 of the French Civil Code:** "A legal claim, even in summary proceedings, interrupts the limitation period and the time limit for foreclosure. The same applies when the case is brought before a court without jurisdiction or when the act of referral to the court is annulled due to a procedural defect."
- **Article 2242 of the French Civil Code:** "The interruption resulting from the legal claim shall produce its effects until the proceedings are extinguished".
- **Article 2243 of the French Civil Code:** "The interruption is null and void if the applicant withdraws or allows the proceedings to lapse, or if the application is finally rejected."
- **Article 2244 of the French Civil Code:** "The limitation period or the foreclosure period is also interrupted by a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an act of enforcement."
- **Article 2245 of the French Civil Code:** "A summons issued to one of the joint and several debtors by a legal claim or by an enforcement act or the recognition by the debtor of the right of the person against whom it was seeking to enforce a limitation period interrupts the limitation period against all the others, even against their heirs. On the other hand, a summons issued to one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the limitation period for the other co-heirs, even in the case of a mortgage claim, if the obligation is severable. This summons or this acknowledgement interrupts the limitation period, with respect to the other codebtors, only for the share for which the heir is liable. To interrupt the limitation period for the whole, with respect to the other co-debtors, the summons must be issued to all the heirs of the deceased debtor or all the heirs must be acknowledged."
- **Article 2246 of the French Civil Code:** "The summons issued to the principal debtor or his acknowledgement interrupts the limitation period against the surety".

## 20. COMPLAINTS - DISPUTES

We strive to offer You the highest level of service. However, in case of dissatisfaction You must first send Your complaint by mail to the following address:



### EUROP ASSISTANCE Service Remontées Clients

23, avenue des Fruitières - CS 20021  
93212 Saint-Denis cedex - France

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

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

If You are not satisfied with the way Your complaint was handled, You can send a written notification to:



### LA MÉDIATION DE L'ASSURANCE

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

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

## 21. SUPERVISORY AUTHORITY

The supervisory authority is the Autorité de Contrôle Prudentiel et de Résolution (A.C.P.R.), - 4 place de Budapest - 75436 Paris cedex 09, France.

## 22. DATA PRIVACY

The purpose of this privacy notice is to explain how, and for what purposes, We use Your Personal Data. Please read this privacy notice carefully.

### WHICH LEGAL ENTITY WILL USE YOUR PERSONAL DATA?

The Data Controller is Your Insurer: Europ Assistance S.A Irish branch., whose primary place of business is located on the Ground Floor, Central Quay, Block B, Riverside IV, SJRQ, Dublin 2, DO2 RR77, Ireland, the branch being registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is a company regulated under the French Insurance Code whose registered head office is 2 rue Pillet-Will, 75009 Paris, France, a société anonyme registered in the Paris Commercial and Companies Registry under number 451 366 405.



If You have any questions concerning the Processing of Your Personal Data or if You want to exercise a right in respect to Your Personal Data, please contact the DPO at the following contact details:



**EUROP ASSISTANCE S.A**  
**Irish branch**

Ground Floor, Central Quay,  
Block B, Riverside IV, SJRQ,  
Dublin 2, DO2 RR77 – Ireland

[EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

#### HOW WE USE YOUR PERSONAL DATA?

The Insurer will use Your Personal Data to:

- Insurance underwriting and risk management;
- Policy underwriting and administration;
- Claims handling.

Such processing activities are based on Your contract. Additionally, the Insurer will use Your Personal Data based on its legitimate interest to:

- Perform fraud prevention;
- Conduct customer satisfaction surveys.

The Insurer is entitled to process Your Personal Data on contractual requirement basis.

#### WHICH PERSONAL DATA WE USE?

Only Personal Data strictly necessary for the above mentioned purposes will be processed. In particular, the Insurer will process:

- Name, address and identification documents;
- Bank details.

#### WITH WHOM WE SHARE YOUR PERSONAL DATA?

We may share such Personal Data with other EA and / or Generali Group subsidiaries and external organisations such as our auditors, reinsurers, co-Insurers, claims handlers, agents, distributors that from time to time will need to provide the service covered by Your insurance policy and all other entities that carry out any technical, organizational and operational activity supporting the insurance. Such organizations or entities may ask You a separate consent to process Your Personal Data for their own purposes.

#### WHY THE PROVISION OF YOUR PERSONAL DATA IS REQUIRED?

The provision of Your Personal Data is a contractual requirement and is necessary to enter into the Policy. If You do not provide Your Personal Data, it will not be possible for Us to provide the services under the Policy.

#### WHERE WE TRANSFER YOUR PERSONAL DATA?

We may transfer such Personal Data to countries, territories, or organisations that are located outside the European Economic Area (EEA) and are not recognised as ensuring an adequate level of protection by the European Commission such as, USA. In such case, the transfer of Your personal data to non-EU entities will take place in compliance with appropriate and suitable safeguards in accordance with the applicable law. You have the right to obtain information and, where relevant, a copy of the safeguards adopted for the transfer of Your Personal Data outside EEA by contacting the DPO.

#### YOUR RIGHTS IN RESPECT TO YOUR PERSONAL DATA?

You can exercise the following rights in respect to Your Personal Data:

- **Access** – You may request access to Your Personal Data;
- **Rectify** – You may ask the Insurer to correct Personal Data that is inaccurate or incomplete;
- **Erase** – You may ask the Insurer to erase Personal Data where one of the following grounds applies;
  - a. Where the Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - b. You withdraw consent on which the processing is based and where there is no other legal ground for the processing;
  - c. You object to automated decision-making and there are no overriding legitimate grounds for the processing, or You object to the processing for direct marketing;
  - d. The Personal Data have been unlawfully processed;
  - e. The Personal Data have to be erased for compliance with legal obligation in Union or Member State law to which the Insurer is subject;
- **Restrict** – You may ask the Insurer to restrict how it processes Your Personal Data where one of the following applies;
  - a. You contest the accuracy of Your Personal Data, for a period enabling the Insurer to verify the accuracy of Your Personal Data; The processing is unlawful and You oppose the erasure of the Personal Data and request the restriction of their use instead;
  - b. The Insurer no longer needs the Personal Data for the purposes of the processing, but they are required by You for the establishment, exercise or defence of legal claims;
  - c. You have objected to processing pursuant to the right to object and automated decision-making, pending the verification whether the legitimate grounds for the Insurer override those of You.
- **Portability** – You may ask the Insurer to transfer the Personal Data You have provided us to another organisation or / and ask to receive Your Personal Data in a structured, commonly used and machine readable format.

Your rights, including the right to object, can be exercised by contacting the data protection officer of the Insurer under:

[EAGlobalDPO@europ-assistance.com](mailto:EAGlobalDPO@europ-assistance.com)

The request of exercise of rights is free of charge, unless the request is manifestly unfounded or Excessive.

## YOUR RIGHT TO OBJECT TO THE PROCESSING OF YOUR PERSONAL DATA

When the Processing of Your Personal Data is based on the legitimate interest, including for direct marketing purposes, You have the right to object to the Processing of Your Personal Data and, thus, request the stop of the Processing operations.

## HOW YOU CAN LODGE A COMPLAINT?

You have the right to complain to a Supervisory Authority; the contact information for that supervisory authority is provided below:

Irish authority:



### OFFICE OF THE DATA PROTECTION COMMISSIONER

Canal House, Station Road  
Portarlington, R32 AP23,  
Co.Laois - Ireland

[info@dataprotection.ie](mailto:info@dataprotection.ie)

French authority:



### COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTÉS

3, Place de Fontenoy – TSA 80715  
75334 Paris Cedex 07 – France

<https://www.cnil.fr/plaintes>

+33 (0)1 53 73 22 22

## HOW LONG WE RETAIN YOUR PERSONAL DATA?

We will retain Your Personal Data for as long as is necessary for the purposes set out above, or for as long as is required by law.



**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](http://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.