

# GENERAL CONDITIONS



## CAP ASSISTANCE VISA

POLICY N°22 43 708  
OPTION 1 / MEDICAL FEES UP TO €10,000  
OPTION 2 / MEDICAL FEES UP TO €30,000  
OPTION 3 / MEDICAL FEES UP TO €90,000



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# WHAT TO DO IN THE EVENT OF A CLAIM?

## CAP ASSISTANCE VISA

POLICY N°22 43 708

OPTION 1 / MEDICAL FEES UP TO €10,000 - OPTION 2 / MEDICAL FEES UP TO €30,000 - OPTION 3 / MEDICAL FEES UP TO €90,000

### DO YOU NEED ANY ASSISTANCE?

#### HOSPITALIZATION, EARLY RETURN, REPATRIATION, ASSISTANCE

**Call immediately and before any intervention the assistance centre:**

- Your policy number: 22 43 708
- The reason why you need assistance
- Your first name and surname
- The telephone number at which the insured person can be contacted

Contact the assistance call center, open 24 hours a day and seven days a week on:

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

Attention! You always need our approbation before medical intervention.

# TABLE OF BENEFITS



## CAP ASSISTANCE VISA

POLICY N°22 43 708

OPTION 1 / MEDICAL FEES UP TO €10,000

OPTION 2 / MEDICAL FEES UP TO €30,000

OPTION 3 / MEDICAL FEES UP TO €90,000

COVER	AMOUNTS
<b>ASSISTANCE TO PERSONS</b>	
Repatriation or medical transport	Actual costs
Accompaniment during the repatriation or transport	Transport ticket
Presence in the event of hospitalization	Transport ticket
Extended hotel stay	Hotel expenses of €50 per day, for a maximum of 5 days
Hotel expenses	Hotel expenses of €50 per day, for a maximum of 5 days
Additional reimbursement of medical, surgical, pharmaceutical, and hospitalization expenses abroad	Option 1: €10,000/person and €50,000 max/event Option 2: €30,000/person and €150,000 max/event Option 3: €90,000/person and €400,000 max/event
Excess per medical expenses claim	€50
Emergency dental treatment	€150 per person
Transport of the body in the event of death	
· Repatriation of the body	Actual costs
· Funeral expenses necessary for transporting the body	€1,000 per file
Early return	Transport ticket: €10,000 per person
Payment of search or rescue expenses	€2,000 per person €4,000 per event
Dispatching medicines abroad	Shipment expenses
Advance of medical expenses	Within the limit of the complementary refund guarantee for medical expenses
Advance of funds abroad	€1,500 per person
Forwarding messages abroad	Actual costs
Legal assistance abroad	
· Payment of fees	€1,000 per file
· Advance of bail bond	€5,000 per file
<b>VALID FROM</b>	<b>COVER EXPIRES</b>

Assistance: on the scheduled day of departure

Assistance: on the scheduled day of return

The aforesaid covers apply for the visa validity period with a maximum corresponding to the duration selected at the time of your subscription to the contract and indicated on your Insurance certificate.

# GENERAL CONDITIONS



## CAP ASSISTANCE VISA

POLICY N°22 43 708

OPTION 1 / MEDICAL FEES UP TO €10,000

OPTION 2 / MEDICAL FEES UP TO €30,000

OPTION 3 / MEDICAL FEES UP TO €90,000

### WHAT TO DO IN CASE OF A CLAIM?

For **assistance** you must immediately contact us:

**CONTACT AXA ASSISTANCE, 24/7**

by phone at: **+33 (0)1 70 79 07 69**

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

**This prior consent is shown by the communication of a file number which will allow you to benefit from the benefits of this policy and be entitled to a refund of the fees you may have incurred.**

For any refund demand, you must send us your claim duly filled with all the related justifying documents.

When we have proceeded to your transport or repatriation, you must return your original tickets as they become our property.

## INTRODUCTION

### 1. WHAT IS THE PURPOSE OF YOUR POLICY?

Your CAP Assistance Visa policy is an Insurance contract governed by the French Insurance Code. Like any insurance contract, this one comprises mutual rights and obligations. These rights and obligations are set forth in the following pages.

### 2. WHAT IS YOUR POLICY COMPOSED OF?

Your CAP Assistance Visa policy is composed of:

- these General Terms and conditions, specifying the covers, their conditions of implementation and their limits as well as the procedures to use the contract; and
- your Insurance certificate which specifies your CAP Assistance Visa with your personal details as indicated when you subscribed.

### 3. WHO ARE THE STAKEHOLDERS OF YOUR POLICY?

Your Visa CAP Assistance Contract is provided by **INTER PARTNER Assistance** (hereinafter referred to as "AXA Assistance"), a limited liability company incorporated under Belgian law with a capital of €61,702,613, a non-life insurance company certified by the Belgian National Bank (0487), registered with the Brussels Register of Legal Entities under number 415 591 055, with head office situated at 166 avenue Louise, 1050 Ixelles, Brussels, Belgium.

It is distributed by **Aon France** trading under the trademark "**Chapka Assurances**", simplified joint-stock company with a capital of €46,027,140, Paris Trade and Companies Register N°: 414 572 248 and Registered with Orias ( [www.orias.fr](http://www.orias.fr)) under N°07001560 with its head office located 31-35 rue de la Fédération, 75171 Paris Cedex 15, France.

### 4. RIGHT TO WAIVER

#### DISTANCE SUBSCRIPTION OF MORE THAN ONE MONTH

In accordance with article L112-2-1 of the French Insurance code, in case of distance selling, you have a period of fourteen calendar days to waive your subscription without justification or penalties if your subscription is for a duration of more than (1) one month and that it was not taken out for professional or business purpose.

In this case, the period to waive starts from the day you received the Insurance certificate and the present General terms and conditions, which are supposed to be received within (2) two days after your subscription to this contract.

#### MULTIPLE INSURANCE

In accordance with Article L. 112-10 of the French Insurance Code, please check that you do not already have cover insurance for any of the risks covered by the new contract. If that is the case, you have the right to cancel this contract within 14 calendar days of signing it, free of charge and without penalties, provided all the following conditions are met:

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

In which case, you can exercise your right to cancel this contract by letter or by any other durable medium sent to the insurer of the new contract, together with supporting documents as proofs that you already have cover for one of the risks covered by the new contract.

The insurer is required to refund you for the premium you have paid within 30 days of your cancellation. . If you wish to cancel your contract but do not meet all the above conditions, please check the cancellation procedure stipulated in your contract.

## 5. WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?

The cover and/or services and benefits taken out under this contract apply throughout the entire world **with the exception of countries for which it is strictly restricted to travel by the Ministry of foreign affairs of your home country or the World Health Organization.**

## 6. WHAT IS THE TERM OF THE CONTRACT?

The contract is entered into for a fixed period, declared at the time of your subscription, the dates of which are shown on your membership certificate. It cannot be renewed.

You must hold a valid visa for this period.

## 7. HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved. Each of us chooses an appraiser. If the appraisers do not agree with each other, they call upon the services of a third appraiser, and all three of them operate jointly and by majority vote.

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

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

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

## 9. PREMIUM PAYMENT

### PREMIUM DEBTOR

The Policyholder, as defined on the Insurance certificate, commits to pay the insurance premium corresponding to the contract covers.

### PREMIUM PAYMENT

The insurance premium, which amount is specified on the Insurance certificate, is to be paid when subscribing to the present policy.

### PAYMENT DEFAULT

If there is a default of payment of the premium or fraction of the premium within the ten (10) calendar following days of issuance, a reminder will be sent to the Policyholder by registered letter.

If, within the thirty (30) calendar following days of its expedition the premium(s) or fraction(s) of premium are still unpaid, the covers will be suspended and if the premium is still not paid within the ten (10) calendar following days the suspension date, AXA Assistance will have the right to cancel the policy.

## ARTICLE 1 - DEFINITIONS

### UNCERTAIN EVENT OR UNCERTAINTY

An unintentional, unforeseeable, unstoppable, and external event.

### BENEFICIARY/INSURED

Natural person, designated hereafter by the term "you", as specifically stated in the Insurance certificate and who has paid his/her insurance premium.

### INSURER/ASSISTANCE PROVIDER

INTER PARTNER ASSISTANCE, hereinafter referred to as "We", is a limited liability company incorporated under Belgian law with a capital of €61,702,613, an insurance company certified by the Belgian National Bank (0487), registered with the Brussels Register of Legal Entities under number 415 591 055, with head office situated at 166 avenue Louise, 1050 Ixelles, Brussels, Belgium.

Inter Partner Assistance, company of the AXA Group, acts for this contract under the name of "AXA Assistance".

### SERIOUS ILLNESS OR INJURY

Unforeseen accident or illness, the nature of which is likely to cause, in the short term, a significant deterioration of the victim's health if adequate care is not provided quickly.

Accident means: Sudden health deterioration due to an external event that is sudden, unforeseeable, violent and outside the victim's control.

Medical condition means: sudden and unforeseeable deterioration in health certified by a competent medical authority.

### TERROR ATTACK/ACTS OF TERRORISM

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

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

### FORFEITURE

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

### NATURAL DISASTERS

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

### LOCKDOWN

Isolation at home or at destination with no possibility to move if not judged essential by the local authorities and/or the government of one person or several people for a fixed duration, due to sanitary reasons. Only local authorities and/or governments are entitled to order a lockdown to people.

### DOMICILE/HOME

Your principal and usual place of residence.

It is located in the European Union, in the United Kingdom, Switzerland, Norway or in the Principality of Monaco.

## **DROM PTOM COM**

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

## **TRANSPORT FIRM**

The term "transport firm" means any company duly approved by the public authorities for carrying passengers.

## **EPIDEMIC**

Fast spread of an infectious and contagious disease that reaches a high number of people in a given place and moment, reaching at least level 5 on the World Health Organization criteria.

## **EUROPE**

"Europe" means the countries in the European Union, Switzerland, Norway, or the Principality of Monaco.

## **EXCESS**

Portion of the compensation that remains to be borne by you in the event of compensation following a claim.

## **FORCE MAJEURE**

Event beyond the control of the debtor, which could not be reasonably foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, which prevents the execution of its obligation by the debtor.

## **FRANCE**

By France is meant the European territory of France (including islands located in the Atlantic Ocean, the English Channel and the Mediterranean) plus the DROM POM COM territories (as the DOM TOM French overseas possessions have been called since the Constitutional Reform of 17 March 2003).

## **STRIKE**

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

## **CIVIL WAR**

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

## **FOREIGN WAR**

A "Foreign war" means declared or undeclared armed opposition between one State and another State, as well as any invasion or state of siege.

## **ILLNESS/ACCIDENT**

A degradation in health established by a medical authority, requiring medical treatment, and absolute interruption of any occupational or other activity (including COVID-19).

## **MEDICAL EXPENSES**

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

## **HOSPITALISATION**

Stay of more than 24 consecutive hours in a public or private hospital or clinic, for an emergency operation, i.e. for an unscheduled operation that cannot be postponed.

## **FAMILY MEMBER**

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

They must be domiciled in the same country as you.

## **PRE-EXISTING CONDITION**

Any medical condition, including cardiovascular or circulatory diseases, which has given rise to symptoms or for which any form of treatment, medication, medical consultation, examination or follow up/check up has been required or received prior to the effective date of this contract or that started during a previous contract.

## **PANDEMIC**

Large scale epidemic that spreads on a wide territory by crossing states borders.

## **POLLUTION**

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

## **(CLAIMABLE) LOSS OR LOSS EVENT OR CLAIM**

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

## **POLICYHOLDER**

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

## **QUARANTINE**

Temporary isolation of fixed duration, ordered to people by local health authorities to avoid the spreading of an infectious disease.

## **SUBROGATION**

The legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Policyholder for the purposes of proceedings against the opponent).

## **THIRD PARTY**

Any person other than the Insured.

# GUARANTEES

## ARTICLE 2 - GUARANTEES OF ASSISTANCE TO PERSONS

If you find yourself in any of the aforementioned situations, we provide the described services on receiving a telephone call.

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

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

### WHAT DO WE COVER?

#### 2.1. REPATRIATION OR MEDICAL TRANSPORT

Our medical team will contact the attending medical practitioners on site and make the most appropriate decisions for your condition based on the information gathered and the medical requirements alone.

If our medical team recommends repatriation to a medical facility or to your place of residence, we will organise and pay for this.

If you require in-patient hospital treatment at a medical facility outside of your home hospital area, we will organise and pay for your transfer home.

Decisions about the destination of repatriation, the location of in-patient hospital treatment, the date, the need for accompaniment and the means used for repatriation are exclusively the responsibility of our medical team.

Any refusal to accept the solution proposed by our medical team will result in medical assistance cover no longer being provided.

#### 2.2. ACCOMPANIMENT DURING REPATRIATION OR MEDICAL TRANSPORT

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

#### 2.3. PRESENCE IN THE EVENT OF HOSPITALIZATION

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

We also bear the costs of hotel accommodation for that person up to the amount stated in the schedule of cover.

#### 2.4. EXTENDED HOTEL STAY

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

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

This cover is also granted if the Insured is in Quarantine, or under a Lockdown or because of a lack of transports due to a sanitary event in the country of destination.

#### 2.5. HOTEL EXPENSES

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

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

#### 2.6. ADDITIONAL REIMBURSEMENT OF MEDICAL, SURGICAL, PHARMACEUTICAL, AND HOSPITALISATION EXPENSES ABROAD.

##### PURPOSE OF THE COVER

You are covered for the reimbursement of any emergency medical expenses resulting from an illness or injury that occurred and was certified abroad during the cover period and remaining at your expense after the intervention of the health insurance fund, your mutual benefit association and/or any other individual or collective welfare institute to which you are entitled.

If these paying authorities do not cover the medical and/or in-patient hospital treatment expenses incurred, we will reimburse you for these expenses within the limits of the cover, provided that you supply us with:

- the original invoices for the medical and surgical expenses;
- the certificate of refusal to pay by the paying authority.

Qualifying medical expenses: visit and consulting fees, medicines expenses, the costs of nursing, medical and surgical in-patient hospital treatment, including medical and surgical fees, and, in general, any medical or surgical act concerning your pathology.

##### CONDITIONS AND LEVEL OF COVER

This cover will be granted only if the following conditions are met:

- cover will be granted only if you are the member of a health insurance fund and/or any other individual or collective benefit plan that ensures the reimbursement of medical and in-patient hospital treatment expenses;
- cover only applies to expenses that are prescribed by a medical authority and incurred abroad during the cover's valid subscription period;
- the cover only applies to expenses which have been agreed by our services and for which a file number has been issued to you or to any person acting on your

behalf, once the validity of your request has been established;

- in the event of in-patient hospital treatment, except in case of force majeure, we must be notified of your in-patient hospital treatment within 24 hours of the date reported in the hospital admission certificate;

- you must accept any change of hospital recommended by our services;

- in all cases, the medical practitioner that we have assigned must be able to visit you and have free access to your medical records, in compliance with the highest standards of professional ethics;

- the benefit will automatically cease on the date on which we proceed with your repatriation.

We will cover up to the value specified in the cover schedule of amounts.

We will cover the cost of emergency dental treatment up to the value specified in the cover schedule of amounts.

As detailed in the schedule of amounts, an excess will be deducted per event and per Insured with the exception of dental care.

## SPECIFIC EXCEPTIONS TO MEDICAL AND SURGICAL EXPENSES

The exclusions common to all the cover provided by this policy and the specific exclusions for medical assistance shall apply.

In addition, the following expenses will not be advanced, reimbursed or covered:

- expenses incurred in your country of residence;
- vaccinations expenses;
- expenses related to prostheses, artificial aids, glasses and contact lenses;
- dental expenses that are not the result of a physical injury and do not require emergency treatment;
- expenses relating to a treatment prescribed in the Insured's country of residence prior to their departure on a trip;
- cosmetic treatments and surgery not resulting from an accident;
- courses of treatment, stays in nursing homes or rehabilitation centres;
- expenses incurred if the Insured has undertaken their trip despite restrictions put in place by the Foreign Ministry in their country of residence.

## APPLICATION PROCEDURES

You must send us the following information and documents:

- the nature, circumstances, date and place of occurrence of the illness or injury that required the payment of medical expenses on the spot;

- a copy of the prescriptions issued;

- a copy of the invoices for all medical expenses incurred;

- the original refund vouchers and/or statements issued by any paying authority;

- in the event of an accident, the name and address of the person who caused it, and if possible of the witnesses, stating whether a report or a statement has been prepared by enforcement officers;

- generally speaking, all the documents that allow for a correct assessment of the actual costs payable by the Insured;

- in addition, you must include a confidential letter marked for the attention of our Medical Director, with in-patient hospital treatment reports, the initial medical certificate specifying the nature of the accident or illness and any other certificate we may request.

If we are not provided with all these documents, we will not be able to proceed with the reimbursement.

## 2.7. TRANSPORT OF THE CORPSE IN THE EVENT OF DEATH

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

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

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

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

## 2.8. EARLY RETURN

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

We intervene under the following circumstances:

• serious illness, serious accident leading to hospitalization or death of a member of your family, of the person replacing you at work, of the person looking after your children who are minors or a disabled person living under your roof, of the legal guardian, or of a person usually living under your roof.

• serious property damage making it absolutely necessary for you to be present and affecting your home or your business premises following a burglary, a fire, or water damage.

• The official and express demand of your government to urgently return to your home country. This event is limited to **a maximum refund of €1,000** for the purchase of a new economy class ticket or to the modification of your original unused return ticket. In the event of a lack of air traffic, the Insurer cannot be held responsible for your impossibility to return Home.

**In any case, covers will be limited to the amounts stated in the table of benefits.**

## 2.9. PAYMENT OF SEARCH OR RESCUE EXPENSES

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

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

## 2.10. DISPATCHING MEDICINES ABROAD

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

**You bear the cost of such medicines under all circumstances.**



## 2.11. ADVANCE OF MEDICAL EXPENSES

If you are outside your country of residence and are unable to pay your medical expenses following hospitalization due to an illness or to an accident during the period of cover, on request we advance the amount of such expenses up to the limits of our commitments. You will be asked to sign a letter of undertaking at your place of stay. This cover ceases on the day on which we are able to repatriate you, or the day on which you are repatriated to your country of origin. You undertake to repay the sums we have advanced as soon as possible, and within no more than 30 days, as soon as you or your family are reimbursed by the Social Security or any other welfare body.

## 2.12. ADVANCE OF FUNDS ABROAD

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

## 2.13. FORWARDING MESSAGES

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

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

## WHAT ARE THE EXCLUSIONS SPECIFIC TO PERSONAL ASSISTANCE?

The following are excluded and shall not give rise to our intervention, nor be the object of compensation in any capacity whatsoever:

- any procedures and/or reimbursements relating to medical assessments, check-ups, preventative screenings;
- infections or benign injuries that can be treated locally and which do not prevent you from travelling;
- convalescence, ailments currently under treatment and not yet resolved and/or which require further attention;
- pre-existing, diagnosed and/or treated illnesses or injuries, that have resulted in a medical consultation or in-patient hospital treatment within the six (6) months prior to the request for assistance;
- anything resulting from a condition that previously resulted in repatriation (check-up, additional treatments, relapse);
- the consequences of pregnancy: childbirth, caesarean section, care of the new-born;
- the voluntary interruption of pregnancy;
- cosmetic surgery;
- attempted suicide and its consequences;
- journeys undertaken for the purpose of a diagnosis and/or treatment;
- the results of a failure or inability to receive a vaccination, or the consequences of a vaccination or other treatment needed or mandatory for travel;
- recurring transport required by your state of health.

## ARTICLE 3 – LEGAL ASSISTANCE COVERS ABROAD

### 3.1 LEGAL FEES PAYMENT

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

### 3.2 ADVANCE OF BAIL BOND

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

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

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

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

In addition to the specific exceptions mentioned above, the following are excluded:

- running costs such as meals or drinks that you would have normally incurred during your trip;
- the cost of transport and accommodation initially planned for your trip;
- the cost of telephone calls, except those made in connection with implementing the assistance services provided under this contract.

In addition, we shall not be liable to intervene or to pay compensation in any way whatsoever for any consequences of:

- alcohol abuse (blood alcohol content found higher than the rate set by applicable regulations), the use or absorption of medications, drugs, or narcotics not medically prescribed;
- adverse effects as the result of wilful or malicious conduct on your part;
- search and rescue costs that are the result of your failure to observe the rules of caution dictated by the site operators and/or regulatory provisions governing the activity being practised;
- damage caused or suffered by you while practising the following sports: bob-sleigh, mountaineering, rock climbing, skeleton, potholing, snorkelling or scuba diving;
- the practice of extreme sports such as skateboarding, base jumping, speed riding, snowkiting, extreme ski, BMX (bi-cross), motocross;
- your participation as a competitor in any competitive sporting event or rally leading to a national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for such competitions;
- your participation in endurance or speed events and their preparatory tests, on board any land or air locomotion vehicle (motorised or not);
- the practice, at a professional level, of any sport, and at an amateur level of aerial, defence and combat sports;
- hunting;
- the non-observance of recognised rules of safety related to the practice of any sports or leisure activity;
- deliberate failure to comply with the regulations of the country visited or the practice of activities not permitted by local authorities;

- your voluntary participation in riots, strikes, brawls, gambling or assault;
- the effects of nuclear radiation;
- damage caused by explosives detonated by the Insured;
- official prohibitions, raids or constraints by a police force;
- civil or foreign war, riots or popular movements, lock-outs, strikes, acts of terrorism or terrorist attacks, piracy;
- storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of an atomic nucleus;
- the effects of pollution;
- pandemics declared by the World Health Organisation, unless contractually stipulated otherwise;
- the absence of a hazard.

The following are neither covered nor reimbursed:

- costs relating to excess luggage weight when travelling by air and the cost of conveying luggage if it cannot be transported with the Insured;
- costs not supported by original documentation;
- costs incurred without our prior agreement;
- costs incurred by the Insured for the provision of official documents;
- any intervention initiated and/or organised at a state or inter-state level by any authority or government or non-governmental body.

## RESTRICTIVE CONDITIONS OF APPLICATION

### LIMITATION OF LIABILITY

AXA Assistance's commitment is based on an obligation of means and not of result.

AXA Assistance shall not be held liable for any damage of a professional or commercial nature that you may incur following an event requiring our intervention.

AXA Assistance cannot take the place of local or national emergency rescue or search organizations and does not cover the costs incurred as a result of their intervention unless otherwise stipulated in the contract.

### EXCEPTIONAL CIRCUMSTANCES

AXA Assistance's commitment is based on an obligation of means and not of result.

AXA Assistance shall not be held liable for any damage of a professional or commercial nature that you may incur following an event requiring our intervention.

AXA Assistance cannot replace local or national emergency rescue or search organizations and does not cover the costs incurred as a result of their intervention unless otherwise stipulated in the contract.

### SANCTION IN CASE OF FALSE DECLARATION OF THE ELEMENTS OF RISK

Any intentional false declaration, omission or inaccurate declaration of the circumstances of the risk entails the application of the penalties provided for by the Insurance Code:

- the invalidity of your contract in the event of intentional false declaration (article L. 113-8 of the Insurance Code);
- if the intentional false declaration, noted before any loss, is not established, increase in the contribution or termination of the contract (article L. 113-9 of the Insurance Code);

Insurance Code);

- if the intentional false declaration noted after a claim is not provided for, the reduction of your indemnities in the ratio between the contribution paid and that which should have been if the declaration had been true (Article L. 113-9 of the Insurance Code).

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

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

### MULTIPLE INSURANCE CONTRACTS

Pursuant to the provisions of Article L 121-4 of the French Insurance Code (Code des Assurances), when more than one insurance policy is taken out non-fraudulently for the same risk, each of them produces its effects within the limits of the cover packages of the contract, and in accordance with the provisions of Article L 121-1 of the French Insurance Code. In such a case, the Subscriber should inform all of the insurers. Within these limits, the Subscriber may use the insurer of its choice. When more than one insurance policy is taken out wilfully or fraudulently, the sanctions stipulated in the French Insurance Code apply (avoidance of the contract and damages & interest).

## LEGAL FRAMEWORK

### CLAIMS AND CONCILIATION

In the event of a claim about the subscription of your contract, you may send your claim by mail to the following address:



**AON FRANCE /  
CHAPKA ASSURANCES**  
Gestion Réclamations

31-35 rue de la Fédération  
75015 Paris - France

Or by email at:  
[reclamation@chapka.fr](mailto:reclamation@chapka.fr)

In the event of a claim about the implementation of the covers, you may send your claim by mail to the following address:



**AXA ASSISTANCE**  
Service Gestion Relation Clientèle

6, rue André Gide  
92320 Châtillon - France

Or through the website,  
in the "Contact us" section:  
[www.axa-assistance.fr/contact](http://www.axa-assistance.fr/contact)

AXA Partners undertakes to acknowledge receipt within ten (10) working days of receiving the claim unless a response is provided within this period. A reply must be provided within a maximum period of two (2) months unless the complexity requires additional time.

After the aforementioned internal remedies have been exhausted, if a disagreement persists, the Client may appeal to the Ombudsman, independent figure, by writing to the following address:



### LA MÉDIATION DE L'ASSURANCE

TSA 50110 75441  
Paris Cedex 09 - France

Or by filling in the referral  
form directly on the website:  
[www.mediation-assurance.org](http://www.mediation-assurance.org)

This appeal is free of charge. The Ombudsman will provide an opinion within a period of ninety (90) days from receiving the complete case file. This opinion is not binding.

## PERSONAL DATA PROTECTION

Acting as data controller, the information concerning the Insured Person will be collected, used and stored by AXA Partners to take out, conclude, manage and implement this Policy, in compliance with the provisions of the applicable regulations regarding the protection of personal data and in accordance with its policy of personal data protection, as published on its website.

Thus, within the framework of its activities, AXA Partners will be able to:

- a) Use the information of the Insured or of the people receiving the benefits, in order to provide the services described in these General Conditions. By using the services of AXA Partners, the Insured Person agrees that AXA Partners will use its data for this purpose;
- b) Transfer the personal data of the Insured Person and the information on his/her Policy to the entities of the AXA Group, providers of AXA Partners services, AXA Partners staff, and to all the persons who may be involved, within the limits of their respective powers, in order to manage the Insured Person's claim, provide him/her with the benefits that are payable under his/her Policy, make payments and transmit this information if the law requires or allows it;
- c) Listen and/or record telephone calls from the Insured Person to improve and monitor the quality of the services provided;
- d) Conduct statistical and actuarial studies, as well as analyses of customer satisfaction in order to better adapt our products to the market needs;
- e) Obtain and store any relevant and appropriate photographic document of the Insured Person's property, in order to provide the services offered in the framework of his/ her assistance contract and to validate his/her request;
- f) Send quality surveys (in the form of requests to return or surveys) concerning AXA Partners services and other communications related to the customer service.
- g) Use the personal data in a procedure against fraud; this procedure may lead to the inclusion in a list of persons presenting a risk of fraud.

AXA Partners is subject to legal obligations, in particular, those set forth in the French Monetary and Financial Code concerning anti-money laundering and against the financing of terrorism, and therefore, AXA Partners implements a procedure of surveillance of Contracts which could lead to the drafting of a declaration of suspicion pursuant to the Law on this issue.

The data collected may be communicated to other companies of the AXA Group or to a third-party partner. If the Insured Person does not want its data to be transmitted to the companies of the AXA Group or a third party, he/she may object in writing to:



### DATA PROTECTION OFFICER

AXA Travel Insurance Limited  
106-108 Station Road  
Redhill RH1 1PR - United Kingdom

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

Certain data recipients are located outside the European Union, namely the following recipients: AXA Business Services is located in India and AXA Assistance Maroc Services is located in Morocco.

For any use of the Insured Person's personal data for other purposes or if required by law, AXA Assistance will ask for his/her consent.

The Insured Person is entitled to withdraw his/her consent at any time.

By taking out this Policy and by using its services, the Insured Person acknowledges that AXA Partners may use his/her personal data and agrees that AXA Partners may use the sensitive data described above. If the Insured Person provides AXA Partners with information regarding third parties, the Insured Person will undertake to inform them about the use of their data as defined above and in the privacy policy of the website of AXA Partners (see below).

The Insured Person can obtain a copy of the information concerning him/her upon request. He/she has the right to be informed about the use made of his/her data (as specified in the privacy policy of the AXA Partners website – see below) and a right of rectification if he/she finds an error.

If the Insured Person wants to know the information about him/her held by AXA Assistance or if there are other questions regarding the use of his/her data, he/she can write to the following address:



### DATA PROTECTION OFFICER

AXA Travel Insurance Limited  
106-108 Station Road  
Redhill RH1 1PR - United Kingdom

Our full privacy policy is available on the website:

[www.axa-assistance.com/en.privacypolicy](http://www.axa-assistance.com/en.privacypolicy) or in paper form upon request

## SUBROGATION

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

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

## SANCTION AND EMBARGOS

AXA Assistance shall not be required to provide cover, settle a claim or provide a service hereunder in the event that the provision of such cover, the settlement of such claim or the provision of such service would expose AXA Assistance to any sanction or restriction by virtue of a United Nations resolution or by virtue of the commercial and economic sanctions, laws or embargoes of the European Union, the United Kingdom or the United States of America.

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

The period of limitation is the period after the expiry of which an action can no longer be brought.

Any action deriving from an insurance contract is barred by limitation two years after the event giving rise to the claim. (Art. L 114-1 to L. 114-2 of the French Insurance Code).

The period of limitation may be interrupted by any of the ordinary causes for interruption and following cases:

- appointment of loss adjusters further to a claim,
- a registered letter with acknowledgement of receipt (in accordance with the premium paid or payment of the compensation),
- legal proceedings (even summary proceedings), notice or seizure.
- any cause of interruption under general civil law rules for the period of limitation, as mentioned below.

The ordinary causes for interruption of the period of limitation referred to in Article L 114-1-2 of the French Insurance Code are stated in Articles 2240 to 2246 of the French Civil Code, these articles being reproduced below:

Article 2240 of the French Civil Code:

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

Article 2241 of the French Civil Code:

Instigating legal proceedings, even summary proceedings, interrupts the period of limitation as well as the debarment period.

The same applies when the matter is brought before an incompetent jurisdiction, or when referral to the said court is nullified due to procedural irregularity.

Article 2242 of the French Civil Code:

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

Article 2243 of the French Civil Code:

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

Article 2244 of the French Civil Code:

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

Article 2245 of the French Civil Code:

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

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

Article 2246 of the French Civil Code:

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

Article L114-3 of the French Insurance Code: Furthermore, the period of limitation will be interrupted or suspended for a person who finds it impossible to act owing to an impediment caused by the legislation, the contract or a force majeure.

Notwithstanding Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by common consent, either change the length of the period of limitation or add causes for suspension or interruption thereof.

## COURTS OF COMPETENT JURISDICTION – GOVERNING LAW

The pre-contractual and contractual relations are governed by French law and primarily by the French Insurance Code.

Any dispute relating to this Policy that could not be settled amicably between the parties or, if applicable, settled by the Ombudsman, will be brought before the competent court.

## LANGUAGE

The French language shall be used in all pre-contractual and contractual relations.

## SUPERVISORY AUTHORITY

Inter Partner Assistance (AXA Assistance), is a non-life insurance company incorporated under Belgian law certified by the Belgian National Bank located Boulevard de Berlaimont 14 – 1000 Bruxelles Belgique – TVA BE 0203.201.340 – RPM Bruxelles – ([www.bnb.be](http://www.bnb.be)).

ORIAS N°07 001 560

Simplified joint-stock company with a capital of 46 027 140 euros

Paris Trade and Companies Register N°: 414 572 248

European Union VAT N°: FR 22 414 572 248

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



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