



INFORMATION NOTE SETTING OUT THE GENERAL TERMS AND CONDITIONS N. 9890801

SECURITY PASS'PORT AVI

The coverage described in this insurance policy is provided by INTER PARTNER ASSISTANCE (hereinafter “AXA Assistance”), a Belgian public limited company (SA) with capital of €130,702,613, a non-life insurance company authorised by the National Bank of Belgium (0487), registered with the Brussels Trade Register under number 415 591 055, having its registered office located at 166 Avenue Louise - 1050 Ixelles - Brussels-Capital - Belgium.

Inter Partner Assistance (AXA Assistance), as an insurance company incorporated under Belgian law, is subject to the prudential supervision of the National Bank of Belgium, located at Boulevard de Berlaimont 14, 1000 Brussels - Belgium - VAT BE 0203.201.340 - Brussels Trade Register (www.bnb.be).

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Contact

Travel assistance

In case of emergency, call us at this number +33 1 86 65 22 53

Other: refer to each type of cover.

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Table of Benefits

ASSISTANCE COVERAGE	Amounts and limits
Medical expenses insurance	€1,000,000/insured person
Number of treatments	Unlimited for the period of validity
O/w psychiatric and psychological care	
Length of stay of less than 3 months	Not covered
Length of stay of 3 to 6 months	Maximum of €300/insured person
Length of stay of more than 6 months	Maximum of €600/insured person
O/w Rehabilitation, physiotherapy, chiropractic	
Length of stay of less than 3 months	Maximum of €200/insured person
Length of stay of 3 to 6 months	Maximum of €200/insured person
Length of stay of more than 6 months	Maximum of €400/insured person
Following an accident	Real costs
O/w Emergency dental treatment	
Length of stay of less than 3 months	Maximum of €200/insured person
Length of stay of 3 to 6 months	Maximum of €400/insured person
Length of stay of more than 6 months	Maximum of €800/insured person
Dental expenses resulting from an accident (including in the country of Domicile)	Maximum of €440/tooth - Maximum of €1,300/claim
O/w Optical expenses (glasses/contact lenses) due to accident	Maximum of €420/insured person
Medical repatriation	Real costs
Sending a doctor to your location abroad	Real costs



Sending medicines abroad	Shipping costs
Extension of stay Insured person	€150/night/insured person Maximum of €1,500
Extension of stay of the accompanying person	€150/night/insured person Maximum of €1,500
Return home after stabilisation of condition	Return ticket
Return of a person accompanying the insured person	Return ticket
Visit by a close contact in the event of hospitalisation	
For hospitalisation > 3 days	Round-trip ticket for one person: €1,400 maximum
For hospitalisation > 7 days	Round-trip ticket for 2 people max.: €2,800 maximum
Accommodation expenses	€75/night/person for a maximum of 15 days €105/night for 2 people max. for a maximum of 15 days
Repatriation in the event of death	
Transport	unlimited
Cost of coffin	€2,000/insured person
Presence of a close contact in the event of death	
Ticket	Round-trip ticket for one person: €1,400 maximum
Accommodation	€75/night/person Maximum of €1,050
Early return	
Travel period of less than 5 months	Return ticket
Travel period of 5 months or more	Round-trip ticket
In all cases	Maximum of €10,000/insured person
Assistance in the event of loss or theft of personal documents abroad	Real costs
Advice and sending	€1,000
Cash advance	
Replacement of personal documents	€200/insured person
Sending urgent messages	Real costs



Legal assistance abroad	€7,500
Advance payment of bail	€3,000
Legal fees	€3,000
INSURANCE COVER	
Lost, stolen or damaged baggage	€3,000/insured person €350/item
Valuables without deductible	€700
Late delivery > 24 hours	€200/insured person and €1,000/event
Transport delays	€70/additional 24 hours €420/insured person
Excess	24 hours
Search and rescue costs	€2,000/insured person €15,000/event
Personal accidents	
Death	€15,000/insured person
Permanent Disability	€100,000/insured person
Civil Liability	
<u>Personal liability insurance</u>	
All bodily injury, property damage and consequential financial loss	€1,000,000 per claim
Including property damage and consequential financial loss	€500,000 per Insured Person
Including damage caused to movable property listed in the inventory attached to the rental agreement	€10,000 per claim
<u>Defence and legal action</u>	€20,000 per dispute with an intervention threshold of €380

Maximum limit per policy and per event: if several Insured Persons are compensated for the same event, the total amount of benefits paid by AXA Assistance may not exceed €20,000,000 incl. tax per event for all benefits and Insured Persons combined. If the total amount of the benefits exceeds this overall limit, the benefits will be paid to the Insured Persons up to this limit, with each Insured Person being compensated in proportion to the amount that his/her loss represents of the total amount of the losses incurred due to this event by the other Insured Persons on this policy.



Article I. Purpose of the policy

The purpose of this policy is to provide coverage to the Insured Person, within the limits and conditions defined below, during their Stay Abroad, whether a language stay, as part of a school exchange programme, an au pair contract, internship, for studies or leisure travel.

Accidents occurring during the Stay while carrying out Manual or Physical Activities or Sports and covered activities or use of a two or three-wheeled Motor Vehicle are covered within the limits and conditions defined below.

Article II. General definitions

ABROAD: Any country outside your COUNTRY OF DOMICILE.

AGGRESSION Designates any threat or physical violence committed by a third-party resulting in the death of the Insured Person and which has been reported to the competent authorities.

BAGGAGE: Travel bags, suitcases, trunks and their contents, objects acquired during the Stay, excluding the clothes the Insured Person is wearing. Valuables and precious objects, as defined below, are classed as luggage:

- **Valuables**
Sports equipment, photography, film, or computer equipment and mobile phones, sound or image recording or production equipment and their accessories.
- **Precious objects**
Jewellery, watches, furs, precious metals, precious and semi-precious stones, and pearls when mounted in jewellery.

BODILY INJURY: Injury or illness of a nature likely to threaten your life or cause an impending significant deterioration in your state of health if proper care is not provided immediately:

- **Accident** means: Sudden deterioration in health caused by an external, sudden, unforeseeable, violent event beyond the victim's control.
- **Illness** means: Sudden, unforeseeable deterioration in health confirmed by a competent medical authority.

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

CLOSE CONTACT: Natural person designated by You or one of your beneficiaries. This person must have the same country of residence as you.

COUNTRY OF DOMICILE: Country in which Your Domicile is located before your departure date abroad. It is located in one of the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

COUNTRY OF STAY: The destination country of your Stay.

DEDUCTIBLE: The contribution you are required to pay towards your claim.



DEPRECIATION FOR AGE: Depreciation of the value of property due to its age on the day of the Claim.

DOCTOR: A person with a degree in medicine duly authorised to exercise, recognised by the law of the country where the treatment is provided and who, by providing this treatment, exercises within the scope of their authorisation and training and has no family relationship with you, any travel companion or any person with whom you plan to stay.

DOMICILE: Your primary and usual place of residence appearing as your domicile on your income tax declaration before your departure date abroad.

DROM: DROM refers to Guadeloupe, Guyana, Martinique, Mayotte and Reunion.

EMERGENCY DENTAL TREATMENT: This refers to the relief of pain related to a tooth or gum infection contracted and started after the effective date of arrival in the host country and requiring emergency care.

ENTRUSTED GOODS: Movable or immovable property belonging to third parties which the Beneficiary has temporary use of.

EPIDEMIC: Rapid spread of an infectious and contagious Disease affecting a large number of people in a given place or time, declared as such by the World Health Organisation.

FAMILY MEMBERS: Your spouse, partner or any person with whom you are bound by a civil union (PACS) living under the same roof, your children, father, mother, one of your grandparents, one of your parents-in-law, your brothers and sisters. Their country of residence must be the same as Yours.

FLIGHT CONFIRMATION: Formality enabling the ticket purchase to be confirmed and seat reservations maintained. The conditions are set out in the Tour Operator's terms and conditions of sale.

FLIGHT DELAY: Time difference between the departure time announced on the Insured Person's ticket or in the special terms and conditions and the actual time which the plane leaves its gate, which occurs outside of time changes that the tour operator or airline may make in accordance with the general terms and conditions of sale.

FRANCE: Mainland France, Principality of Monaco and French Overseas Departments.

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

IMMOBILISATION AT HOME: Immobilisation at home prescribed by a Medical Authority following Bodily Injury with a duration of more than five (5) consecutive days.

INSURED PERSON/YOU: Any natural person who has purchased this Policy and whose name is designated in the special terms and conditions.

INSURER/WE/US: AXA Assistance

INTERNSHIPS IN A COMPANY: Company internships you do as part of your stay are covered. Internship means any Stay Abroad by the Insured Person for a maximum period of 18 consecutive months (except Special Provisions), with the objective of:



- either completing an internship in a company that is part of a paid or unpaid course under a work-study internship agreement, depending on local regulations,
- or study travel to a foreign university carried out as part of a programme organised between higher education institutions.

Internships and study trips must result in the Insured Person obtaining qualifying training.

INSURED PERSON/YOU: Any natural person who has purchased this Policy and whose name is designated in the special terms and conditions.

INSURER/WE/US: AXA Assistance

JOURNEY: Itinerary travelled to the place of destination indicated on the Insured Person's ticket or in the special terms and conditions, regardless of the number of flights taken, only the outward journey is taken into account.

LOSS OF A MEMBER: Loss by physical break or total and irremediable permanent loss of the use or function of an arm, at or above the wrist, or of a leg, at or above the ankle.

LOSS OF SIGHT: Full and irrecoverable loss of sight in one or both eyes. This loss is considered effective if the remaining degree of sight after correction is 3/60 or less on the Snellen scale (this means seeing at 90 cm or less what you should see at 18 m).

MANUAL OR PHYSICAL ACTIVITY: Paid or unpaid activity, during an internship in a company or laboratory. The Insured Person's injuries resulting from an **Accident** that occurred during this internship are covered on a **subsidiary and supplementary basis** when the host company or internship manager has no insurance or insufficient insurance, in particular a Deductible.

MEDICAL ORGANISATION: Public or private organisation adapted to each particular case and defined by our medical team.

MEDICAL TEAM: Medical assistance structure that We make available and adapt to each particular case.

NATURAL CATASTROPHE: A natural event such as an earthquake, volcanic eruption, tidal wave, flood or other natural disaster caused by the abnormal intensity of a natural agent and acknowledged as such by the public authorities

NEGLIGENCE: Lack of attention or care, in view of the reasonable requirements that can be expected, implemented by the Insured Person for the preservation of his or her property and interests.

OUTWARD JOURNEY: Travel from your DOMICILE in your COUNTRY OF DOMICILE to the destination of your STAY, which includes international flights, sea crossings or train travel reserved before you left your COUNTRY OF DOMICILE and directly related to your outward trip.

PANDEMIC: Large-scale epidemic that develops over a vast area crossing State borders and declared as such by the World Health Organisation.

PERSONAL QUARANTINE: A period during which you are confined or isolated on the order of a health professional or public health board issued by a Public Authority.

PLACE OF STAY: Your main and usual place of residence during the Stay.



POLICY/NOTE: Your assistance and insurance policy listing your coverage.

PUBLIC TRANSPORT (MEANS OF): Service issuing tickets for consideration, delivered by an authorised agent whose hours, availability and prices are communicated to the public.

REGIONAL QUARANTINE: Any period of restriction of movement or isolation, including national lockdown measures, taken by a government or a Public Authority in your PLACE OF STAY, imposed on a region or group of persons, such as a department or region.

RETURN JOURNEY: Travel to your DOMICILE from the destination of your STAY.

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

SPORTS AND COVERED ACTIVITIES: Leisure and holiday sports, as well as school, university or extra-curricular activities, are considered leisure sports provided that they are practised on an “amateur” basis.

Sports or activities that have become usual are also covered:

- winter sports, including skiing and sleighing,
- boating,
- the use of any aircraft as a passenger,
- school and university sports with the exception of official competitions,
- the practice of ice hockey in countries or regions where this sport is practised by young people with the same age as the insured.
- practice of the dangerous sports listed in Appendix 2 is covered.

In the event of an accident of the Insured Person while practising a sport in a club, **the Insurer accepts coverage on a second-line basis after the insurance of the sports club has been exhausted.**

- The use of any two or three-wheel motor vehicle as a driver or passenger.
- Competitions, tournaments, meetings and inter-university matches when they are friendly are covered.

STAY/TRIP: The Stay Abroad done by the Insured Person as part of a language stay, school exchange programme, an au pair contract, internship, for studies or leisure travel, for which the dates and destination are indicated in the special terms and conditions.

STRIKE OR SOCIAL MOVEMENT: Any form of collective action undertaken with the intention to stop, restrict or hinder the exercise of a professional activity, the production of goods or the provision of services. ticket is also covered.

TABLE OF BENEFITS: The table listing the collateral amounts on page 2.

TERRORISM: Individual or collective enterprise intended to seriously disrupt public order through intimidation or terror.

THEFT/ROBBERY: object fraudulently taken by a third Person (person who is not a family member, a CLOSE CONTACT or a travel companion).

TRAVEL: any trip as part of a covered Stay, in and outside of your country of Stay. To benefit from the coverage, **your Stay may not exceed 18 consecutive months.**

TRIGGERING EVENTS: Your Policy covers triggering events as defined for the cover activated during your Stay.



USE OF A MOTORCYCLE OR MOTOR VEHICLE: Use as driver or passenger of all two or three-wheeled motor vehicles.

WEAR AND TEAR: Depreciation of the value of property due to use or improper maintenance on the day of the Claim.

Your stay in your COUNTRY OF DOMICILE for a maximum of 30 days and provided you have a return

Article III. Where am I covered?

You are covered worldwide **with the exception of countries and regions to which the Ministry of Foreign Affairs of Your COUNTRY OF DOMICILE and/or COUNTRY OF STAY and/or the World Health Organisation has advised against travel.**

In exceptional circumstances, certain benefits and coverage apply in the COUNTRY OF DOMICILE for a maximum period of 30 days provided that the insured has a return ticket or after medical repatriation.

Article IV. Effect and duration

COVERAGE PERIOD:

Subject to receipt of the premium (cf. Clause 5 “Payment of the premium” below), Your subscription to the group policy takes effect on the date and for the duration indicated in your special terms and conditions.

In any case, the policy subscription cannot take effect before the effective date of the group P&C insurance policy. The dates of the Stay indicated in the special terms and conditions are the same as those on the travel registration form.

The policy may be renewed during the coverage period without exceeding the length of 18 consecutive months.

Please note that if **your TRAVEL period** exceeds the maximum duration, the covers will not apply to any part of this **TRAVEL**.

RIGHT TO CANCEL

- **Distance purchase of a policy lasting more than one month**

Pursuant to Article L. 112-2-1 of the French Insurance Code, in the event of distance selling, You have a cooling-off period of fourteen full calendar days to cancel your insurance, without having to give any reason or pay any penalty, if the insurance is for a period of more than 1 (one) month and for purposes that are not related to your commercial or professional activity.



In this case, the cooling-off period runs from the date you receive the registration form (or insurance certificate) and this information note, which are presumed to have been received two (2) working days after the date on which you took out the policy. If You have not received the documents within two (2) working days of the date you took out the policy, please contact AXA Assistance.

- **Multiple insurance policies**

In accordance with article L. 112-10 of the French Insurance Code, You are asked to check that You are not already covered for one of the risks covered by this new policy. If this is the case, You have the right to cancel this Policy within fourteen (14) calendar days from when You took it out, with no costs or penalties, provided all the following conditions are met:

- You took out this Policy for non-business reasons;
- This Policy came in addition to the purchase of an item or service sold by a supplier;
- You can prove that You are already covered for one of the risks covered by this new Policy;
- The policy that You want to cancel has not been fully performed;
- You have not made any claim under this Policy.

In this case, You can exercise your right to cancel this policy by sending a letter or any other durable medium to the insurer issuing the new policy, attaching a document substantiating the fact that You are already covered for one of the risks covered by the new policy.

The insurer is obliged to reimburse the premium You have paid within thirty (30) days of the cancellation.

If You want to cancel your policy, but do not fulfil all the conditions above, check the cancellation conditions set out in your policy.

EFFECTIVE DATE OF COVER

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

- **Assistance cover**

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

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



- **Insurance cover**

The “Medical expenses insurance”, “Search and rescue costs”, “Theft, loss or damage to Baggage”, “Delayed baggage”, “Personal Accident” and “Civil Liability” cover takes effect on the departure date or the start date of your stay and automatically ends on the return date or last date of the stay indicated in the special terms and conditions.

The Travel departure (00:00) and return (24:00) dates and the start (00:00) and end (24:00) dates of your stay for rentals are those indicated in the special terms and conditions.

Departure corresponds to your arrival at the meeting point set by the Tour Operator, or, if you use a personal means of transport, on arrival at the place of stay.

Article V. Payment of the premium

YOU undertake to pay the insurance premium due in return for the coverage of the Insured Person(s).

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

PAYMENT OF THE PREMIUM

The insurance premium, the amount of which is specified in your special terms and conditions, is paid by bank card on the date indicated in your special terms and conditions.

NON-PAYMENT

If the premium or a premium instalment is not paid within ten (10) calendar days of its due date, a reminder will be sent to YOU by registered post. If, within thirty (30) calendar days of this reminder being sent, the premium or premium instalment due has still not been paid, the cover will be

suspended, and if the premium has still not been paid within ten (10) calendar days of the date that the cover is suspended, AXA Assistance can terminate the Policy.

Article VI. General Terms and Conditions

For the assistance cover

To access assistance and/or insurance coverage, in the event of difficulties following a covered event, you must contact AXA Assistance immediately by telephone at:

+33 1 86 65 22 53

(24/7)

(non-surcharged telephone number, excluding possible roaming charges, the costs of calls to AXA Assistance are covered up to EUR 100.)



Only assistance services paid by You with our prior agreement can be reimbursed, by sending the original supporting documents and corresponding file number to:

AXA Assistance
Service gestion assurance voyage (Travel insurance administration department)
BP 70068
77214 Avon CEDEX

Before taking any action and/or incurring any expenses, You must obtain AXA Assistance's prior approval.

Failure by the Beneficiary to comply with his/her obligations to AXA Assistance during the term of the Policy will entail the forfeiture of his/her rights as provided for in this Policy.

You must comply with AXA Assistance's recommended solutions.

AXA Assistance reserves the right, prior to any intervention by its services, to check that the insured event has actually happened and the merits of the request it has received.

For the insurance cover

To obtain the compensation provided for under the insurance cover and after immediately informing the tour operator organising Your stay, You or one of your beneficiaries must report your claim to us by one of the following means:

- Via the online declaration at <https://www.avi-international.info>
- By registered mail with acknowledgement of receipt to:
AVI INTERNATIONAL
Le Colisée Gardens
10 avenue de l'Arche
CS 70126, 92419 Courbevoie Cedex, France.

The claim must be made within five (5) business days after you have become aware of the incident or two (2) business days in the event of theft. After this deadline, if we suffer any harm due to your late claim, You will lose any right to compensation.

If necessary, we reserve the right to submit You, at our expense, for a medical examination. This request will be sent to You by registered letter with acknowledgement of receipt.

We reserve the right, where applicable, to ask for additional documents in order to assess the genuineness of the claim and the amount of compensation.

What assistance do we provide you with?



Primary help

We cannot replace any local or national emergency or search and rescue services and do not cover any costs relating to their intervention, unless stated otherwise in the policy.

Our commitments

We undertake to use all the means at our disposal to provide the benefits and covers of this policy. Our commitment is based on a best-efforts obligation and not a performance obligation. We cannot

be held liable for any business or commercial damage that You incur as a result of a covered event that required our intervention.

Your commitments

You undertake to comply with the recommended solutions and to provide us with all evidence to substantiate the validity of your request.

For the provision of a travel ticket

When We agree to organise and pay for your transport, you undertake to:

- either reserve us the right to use your original ticket;
- or reserve us the reimbursement You obtained from the tour operator or the issuer of the ticket.

When We organise and pay for repatriation, We seek the most appropriate means for your situation, so it can be done:

- by plane in economy class;
- or by train in first class;
- or by taxi.

For the cover of accommodation expenses

Only accommodation costs for which an invoice has been issued by a hotel or equivalent may be covered.

Any other temporary accommodation cannot give rise to any compensation.

For the provision of an advance

If, during your Stay, You request from Us the payment of a cash advance provided for under the coverage in your Policy, we will proceed as follows:

- pay the costs incurred directly;
- or provide an advance in the local currency.

Advances are paid only up to the real expenses incurred and **up to the limit indicated in the TABLE OF BENEFITS.**

In order to preserve your subsequent rights, we reserve the right to ask you for a financial guarantee of an equivalent amount requested in advance:

- either by debiting Your bank card or that of a family member or friend;
- or an imprint of your bank card or that of a family member or friend;





- or a deposit cheque;
- or an acknowledgement of the debt.

If the account related to Your bank card has not been debited by AXA Assistance for the amount of the advance You received, You have a period of 30 days (extended to 60 days for the repayment of an advance granted under the “Medical expenses Abroad” cover) to repay to us the amount due. After this deadline, AXA Assistance reserves the right to start all valid recovery procedures and to increase the amount claimed by the legal interest rate in force.

Article VII. Cover

7.1. Medical assistance

You benefit from assistance services if you are in difficulty as a result of Bodily Injury or Death.

7.1.1. Medical expenses insurance

Please note that this insurance is not supplementary or mutual medical insurance.

- **WHAT IS COVERED**

You are covered for the reimbursement of your medical and/or Hospitalisation expenses resulting from an Injury that occurred and was reported Abroad for the duration of validity of the coverage and remaining to be paid by you after payments made by your Social Security, supplementary health

insurance plan, and/or any other individual or group personal protection plan of which you are a beneficiary.

In the event that these paying institutions do not cover the incurred medical and/or hospitalisation expenses, we will reimburse these expenses within the coverage limit provided in the TABLE OF BENEFITS, on the condition that you communicate to us:

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

Expenses eligible for benefits: expenses of medical visits, consultations, pharmacy, nursing, medical and surgical Hospitalisation including medical and surgical fees, and, in general, any medical or surgical procedure associated with the condition.

The following costs are also covered:

Dental expenses - caused by an accident or dental emergency not resulting from a previous tooth or gum condition:



“Dental Emergency” means any infection of the root for which the absence of treatment within 48 hours is likely to lead to complications:

- dentist consultations and visits,
- dental work, excluding dental implants.

In the case of an accident, the coverage is due after the Insured Person returns to their COUNTRY OF DOMICILE, if our medical team determines that he/she could not immediately follow the treatment, taking into account his/her health or age.

Optical costs or broken eyewear - caused by an Accident:

“Broken eyewear” means any breakage/ripping that makes it impossible to use the pair of glasses or contact lenses.

Our coverage is conditional on production of the original purchase invoice for a new pair of glasses (excluding sunglasses) or contact lenses.

Treatment costs for psychological/psychiatric illness:

Treatment costs for psychological/psychiatric illness are covered only if the treatment has been prescribed by a doctor.

Chiropractic and physiotherapy costs:

Chiropractic and physiotherapy treatments are covered only if they are undergone after the date of prescription of the treatment by a doctor who is not a chiropractor or physiotherapist himself.

Emergency expenses: infectious diseases and COVID-19

Emergency medical treatment, quarantine and repatriation if you contract COVID-19 or any other infectious disease during your stay abroad

- **CONDITIONS AND AMOUNT OF THE COVER**

This cover is valid only under the following conditions:

- the cover applies only to costs prescribed by a Medical Authority and incurred abroad during the period of validity of the cover;
- The cover applies only to costs approved by our services, substantiated by the communication of a case number to you or any person acting on your behalf, provided your request is found to be valid;
- in the event of Hospitalisation, except in cases of force majeure, we must be notified of your hospitalisation within 24 hours following the date shown on the hospitalisation certificate;
- You must accept any change of hospital recommended by our services;
- in all cases, the doctor assigned by Us must be able to visit You and have free access to your medical record, in the strictest compliance with the code of practice;
- the cover ends automatically on the date we repatriate you.



Our coverage per Insured Person and per event is limited to the amount shown in the TABLE OF BENEFITS.

You will not benefit from this cover for expenses incurred before our prior approval or in contradiction with this prior agreement.

Please refer to the clause SUBMITTING A CLAIM for the list of documents you need to provide.

- **HOW THIS WORKS**

You must send us the following information and documents:

- the nature, circumstances, date, and place of occurrence of the bodily injury that required the payment of medical expenses at your location;
- a copy of the prescriptions issued;
- a copy of the invoices for all the medical expenses incurred;
- the original reimbursement forms/statements from any paying authority concerned;
- for accidents, the name and address of the person responsible and, if possible, of the witnesses, indicating whether a formal report or affidavit was made by the authorities;
- in general, any documents likely to give an accurate assessment of the real costs remaining to be paid by him/her;
- in addition, You must send, under confidential cover, for the attention of our Medical Director, the initial medical certificate specifying the nature of the accident or illness and any other certificate that we may request from You.

Failure to produce all these documents will result in Us being unable to proceed with the reimbursement.

- **ADVANCE OF MEDICAL EXPENSES ABROAD**

In the event of hospitalisation, or out-patient costs, if You or one of your beneficiaries request it, We may advance the hospitalisation or out-patient costs on your behalf, up to the limit specified in the clause “Conditions and amount of the cover”, in return for a “report of hospitalisation expenses” that commits you to the steps to be followed.

In order to preserve our subsequent rights, we reserve the right to ask You or one of your beneficiaries for either a bank card imprint or a deposit cheque.

You undertake to carry out the formalities with the personal health plans within fifteen (15) days of receiving the invoices for medical costs that We have sent to you. If there is no response from you within (3) three months, We will be entitled to demand the reimbursement of the sums advanced, plus fees and legal interest. If the costs are not covered by the personal protection or supplementary health plan of the Insured Person, or if the Insured Person does not benefit from any plan, the Insurer shall cover them from the first euro,



- **SPECIAL CASES**



a) Reimbursement of medical expenses in the COUNTRY OF DOMICILE after repatriation:

Coverage applies for a maximum period of 30 days after your repatriation to your country of domicile. Coverage is accepted only after all the coverage of the compulsory health insurance and any personal protection scheme you benefit from have been exhausted.

To receive payment, you must provide us with:

- The hospitalisation form;
- The hospital invoice showing the hospitalisation dates;
- The rate scales for coverage by the social security schemes;
- Where applicable, proof of absence of coverage under a mandatory health insurance scheme;
- A written statement from the relevant insurance company(ies) that all coverage under the policy(ies) has been exhausted.

b) Extension of coverage in the COUNTRY OF DOMICILE

For a holiday period of no more than 30 days in your COUNTRY OF DOMICILE and subject to having a return ticket, during the insurance period mentioned in the special terms and conditions and corresponding to the premium paid, You remain covered, during the stay in your COUNTRY OF DOMICILE. This extension of coverage is granted according to the terms, limitations and exclusions of this Agreement.

We reimburse you, in supplement of any benefits provided by the mandatory Health Insurance (Social Security) and any personal protection plan, for medical expenses within the limit indicated in the TABLE OF BENEFITS.

This limit includes the above coverage of the Social Security and any supplementary personal protection scheme.

You (or your beneficiaries) undertake to carry out all necessary steps to recover these costs from the relevant bodies, and to send us the following documents:

- original statements of the social security and/or personal protection organisations justifying the reimbursements obtained,
- photocopies of medical bills justifying expenses incurred.

Failing this, we cannot reimburse you.

In the event that the Social Security and/or the personal protection organisations you contribute to do not cover the medical expenses incurred, we will reimburse you up to the amount shown in the TABLE OF BENEFITS, for the duration of the policy, provided that you provide us with the original medical bills and the certificate of non-coverage by the Social Security, the supplementary health insurance plan and any other personal protection plan.

c) Car accidents



This coverage is only accepted after all existing insurance has been exhausted, that you have either purchased or that you benefit from, including all private or legally compulsory motor vehicle insurance, offering coverage of medical, hospital or therapy costs.

Therefore, any claim must first be submitted to the motor vehicle insurance company(ies) of all drivers and vehicles involved in the accident.

In order to benefit from our coverage of non-reimbursed costs, you must provide a written statement from the insurance company(ies) concerned that all coverage provided for in their policy(ies) has been exhausted.

By completing a report, you undertake to provide all the information required by the insurance company.

Only original invoices will be accepted as proof of the acts carried out.

d) Workplace accidents

In the event of an accident at work, this coverage is only accepted on a second line basis after the compensation paid by the employer's insurance. If your employer does not offer you insurance, first-line coverage is provided.

Only original invoices will be accepted as proof of the acts carried out.

e) Insurance and driving licence

With this travel insurance policy you are only covered for medical expenses when driving a car as part of a driver training programme supervised by a professional or your school.

This medical expense cover applies only to the Insured Person.

NEITHER CIVIL LIABILITY NOR DAMAGE TO THIRD PARTIES, THEIR PROPERTY OR VEHICLES ARE COVERED BY THIS POLICY.

Medical insurance will only be valid if you are driving under the supervision of a professional driving instructor, as part of a driver training programme. You will also be insured during the official exam, under the direct control of the State Inspector.

Driving to and from the driver's licence exam is not considered part of the driver training programme and is therefore not covered.

- WHAT IS NOT COVERED



In addition to the General Exclusions to all cover and the General Exclusions specific to medical assistance benefits, the following expenses are never covered under the MEDICAL EXPENSES INSURANCE:

- * expenses incurred in your COUNTRY OF DOMICILE, unless otherwise stipulated;
- * expenses incurred when You decided to travel despite the restrictions imposed by the Ministry of Foreign Affairs of your PLACE OF STAY.
- * immunisation expenses;
- * costs of prostheses, dental implants, periodontics, hearing aids, eyeglasses, except in the event of accident, and contact lenses;
- * costs of cosmetic surgery procedures and treatments not resulting from an accident;
- * Any claim for compensation arising from pregnancy-related conditions not attributable to pregnancy complications;
- * Any treatment that is not a surgical or medical act for the sole purpose of treating or relieving an unforeseen illness or ACCIDENTAL BODILY INJURY;
- * acts performed by a person who does not have the required degrees;
- * Costs incurred in obtaining or replacing medicines known to be necessary at the time of departure or that must be continued outside the COUNTRY OF DOMICILE, except in the case of theft or deterioration.
- * Damage and consequential loss due to failure to take prescribed medicines prior to the OUTWARD JOURNEY
- * Any treatment or surgery that, in the opinion of our doctor, may reasonably be delayed until you return to your COUNTRY OF DOMICILE;
- * Additional costs for an individual or private room in a hospital.
- * Treatments or services provided by a hydropathic centre, a convalescence home, convalescence or rehabilitation centre;
- * Addiction treatment (alcohol, drugs or similar);
- * The expenses resulting from practice of the sports listed below:
 - extreme sports: bungee jumping, potholing, canoeing or extreme kayaking (rapids above class V, river above class II, sea and oceans more than two miles from the coast) and base jumping,
 - mountain sports: mountaineering, climbing (except artificial support without security), rock-climbing, hiking alone beyond 3,000 meters, ski jumping, bobsleighbing, skiing (alpine, cross-country, snowboarding) off marked slopes open to the public, and canyoning,
 - air sports: aerobatics, gliding, parachuting, ULM, deltaplane, paragliding and skysurfing,
 - competition martial arts and combat sports,
- * water sports: scuba diving whether in a sporting competition or for leisure at a depth of more than 5 metres by a person who does not have the PADI licence or equivalent and not accompanied by a professional, competition surfing and hydrospeed,
- * motor sports: car or motorcycle racing or karting in a competition,
- * the consequences of participating in any sporting competition or training, sports practice in the context of a club or professional federation are also excluded from any compensation. However, introductions to these sports in beginner-type courses when instructed by a professional with the diplomas and skills required by the State are covered.

Please refer to the GENERAL TERMS AND CONDITIONS and GENERAL EXCLUSIONS.



7.1.2. Medical repatriation

Our medical team will contact the attending doctor at your location and take decisions that best suit your state of health based on the information gathered and medical requirements.

If our medical team recommends your repatriation to a Medical Organisation or your Home, we organise and pay for it.

If You are hospitalised in a Medical Organisation outside of the hospital sector of your Home, AXA Assistance will organise and pay for your transfer to your Home.

Decisions concerning the choice of repatriation destination, place of hospitalisation, date, need to be accompanied, and means used for the repatriation will be made exclusively by our medical team.

Any refusal of the solution proposed by our medical team will result in the forfeiture of the medical assistance benefits.

7.1.3. Sending a doctor to your location abroad

If the circumstances so require, our medical team may decide to send a doctor to You in order to better assess what to do for your repatriation.

7.1.4. Sending medicines abroad

If, Abroad, You do not find the drugs prescribed before departure by your physician and essential for your state of health, we will organise the search for them and cover the expenses of shipping them to where you are staying.

The cost of the drugs and customs fees remain your responsibility.

We will advance the drug costs and customs fees in exchange for a guarantee deposited by You or a third Person.

7.1.5. Extension of stay of the insured person

If our Medical Team recommends an extension of your Stay at your location due to your health condition, we will organise and pay for:

- Your additional accommodation costs in the event of immobilisation at your location.

You also benefit from this cover if you are subject to a Quarantine obligation in your PLACE OF STAY, as well as if you contract COVID-19 or another infectious disease during your Trip abroad and you cannot go home to your country of DOMICILE.

Our coverage is effective until the date of your repatriation **up to the ceilings set out in the TABLE OF BENEFITS.**

This cover cannot be used in conjunction with the “Visit by Close Contact in the event of hospitalisation” cover.



7.1.6. Extension of stay of the accompanying person

If you are hospitalised during your stay or our Medical Team recommends an extension of your Stay at your location due to your health condition, we organise and pay for:

- The additional accommodation costs of the Members of your family also Insured or an Insured Person who is not a family member and who stays with you.

This cover is also accepted if you are subject to a Quarantine requirement in your PLACE OF STAY.

Our coverage is effective until the date of your repatriation **up to the ceilings set out in the TABLE OF BENEFITS.**

This cover cannot be used in conjunction with the “Visit by Close Contact in the event of

7.1.7. Return home after stabilisation of condition

At the end of your Hospitalisation or Immobilisation at your location and after medically confirmed stabilisation of your condition, we organise your return to Home and that of the Members of your family who are also insured or of an Insured Person with no family relationship who is accompanying you, provided they have stayed with you.

We pay for a new transport ticket to allow you to return to your Home if you or the other insured people who stayed with you cannot use the initially planned ticket.

7.1.8. Return of a person accompanying the insured person

In the context of Your medical repatriation or the repatriation of your body, we organise and pay for the return to the Domicile of an Insured Person accompanying you.

7.1.9. Visit by a close contact in the event of hospitalisation

If You are hospitalised for more than three (3) consecutive days (hospitalisation without Deductible if it involves a minor child or a life-threatening condition), we will organise and cover the round-trip transport and the Stay Expenses at your location of a Family Member or one of your Close Contacts so that they can visit You.

In the event of hospitalisation of more than 7 days, we cover the transport and accommodation costs of two (2) Close Contacts that travel to the location.

Our coverage is effective until the date of your repatriation **up to the ceilings set out in the TABLE OF BENEFITS.**

This cover cannot be combined with the “Extension of stay of the accompanying person” cover.



7.1.10. Repatriation in the event of death

AXA Assistance will organise and pay for the repatriation of your body or ashes from the place of death to the place of burial in your COUNTRY OF DOMICILE.

We will cover the post-mortem and coffin costs and making the necessary transport arrangements.

The costs of the coffin for the transport will be paid up to the ceilings set out in the TABLE OF BENEFITS.

The family of the deceased will pay the costs of the funeral, ceremony, local transportation, burial or cremation.

The choice of companies involved in the repatriation process shall be entirely our decision.

7.1.11. Presence of a close contact in the event of death

If You were alone at your location and the presence of a Family Member or Close Contact proves to be necessary for recognition of the body and the repatriation or cremation formalities, we will organise and cover his or her round-trip transport as well as the Expenses of his or her stay at your location **up to the ceilings shown in the TABLE OF BENEFITS.**

7.1.12. Early return

If Your presence at your DOMICILE is required following the death or hospitalisation of more than 48 hours in your COUNTRY OF DOMICILE (hospitalisation with no Deductible if the vital prognosis is known or if it is a minor child) of a Family Member, we organise and take care of:

- Either your return journey and that of the Insured Members of your family who travel with you if the duration of your Trip is less than 5 months;
- or your round-trip and that of the Insured Members of your family who travel with You if the duration of your Trip is more than or equal to 5 months.

We organise and pay for your return to your COUNTRY OF DOMICILE under the same conditions, if:

- The Ministry of Foreign Affairs of your COUNTRY OF DOMICILE, or any other competent body in this country, advises you to return home because of COVID-19 or other infectious disease or pandemic;
- A Member of your family becomes infected with COVID-19 or another infectious disease, while you are travelling.

Our management may not **exceed the limits set out in the TABLE OF BENEFITS.**



7.1.13. Exclusions specific to the medical assistance cover

The exclusions common to all cover apply.

The following are excluded and will not trigger our coverage, or be the subject of any type of compensation whatsoever:

- * all interventions and/or reimbursements relating to medical visits, check-ups, and preventative screenings;**
- * benign conditions or lesions that can be treated on site and do not prevent you from continuing your stay;**
- * recovery, conditions being treated and not yet stabilised and/or requiring further scheduled treatments;**
- * pre-existing illness or injury, diagnosed and/or treated and having been the subject of a medical consultation or hospitalisation within the six (6) months prior to the date of the request for assistance, unless in the case of a marked and unforeseen complication;**
- * any consequences (check, additional treatments, relapses) of a condition having given rise to a repatriation;**
- * requests for assistance relating to medically assisted reproduction or voluntary interruption of pregnancy, their consequences and the resulting costs;**
- * requests for procreation or surrogate services, their consequences and the resulting costs;**
- * cosmetic surgery;**
- * suicide attempts and their consequences;**
- * travel undertaken for the purpose of diagnosis and/or treatment;**
- * the consequences of the lack of or impossibility to receive treatment or of treatment required or imposed by the travel; any damage for which you are entitled to claim compensation from the Tour Operator;**
- * repetitive transport necessitated by your state of health.**

7.2. Travel assistance

7.2.1. Assistance in case of loss or theft of papers abroad

In the event of theft or loss of your personal documents, we can provide You with information on the following points:

- Procedure for stopping payment and the telephone number of stop-payment departments for the cards held by You;
- Reporting loss or theft (where to report);
- Renewal assistance (where to go, required documents, addresses, how long it takes, etc).

We may also provide you with a cash advance to enable you to make essential purchases **up to the ceilings set out in the TABLE OF BENEFITS.**



7.2.2. Replacement of personal documents

Your identity papers, driving licence, passports, cards or local and urban transport tickets for local use are only refunded in the event of aggression or theft. The costs of replacement of identity papers, passports and driving licences, local and urban transport cards or tickets will be reimbursed upon submission of the declaration of theft and report filed with the local authorities, together with the invoice paid **up to the ceilings set out in the TABLE OF BENEFITS.**

7.2.3. Sending urgent messages

If it is physically impossible for You to send an urgent message and if You so request, we will transmit any message to your Family Members or Close Contacts and vice versa.

7.3. Legal assistance abroad cover

If You are the subject of court proceedings following an unintentional infringement of local laws outside your COUNTRY OF DOMICILE, which occurred as part of your private life, i.e. for acts unrelated to the performance of a business activity, We undertake to provide you with the below benefits:

7.3.1. Advance of bail

Upon presentation of a security deposit, or signing of an acknowledgement of debt, We will advance any bail that is required by the local court authorities for Your release or to enable You to avoid jail, **up to the ceilings set out in the TABLE OF BENEFITS.**

This advance will be paid directly to the local judicial authority or to any organisation or person designated by it.

You are required to:

- designate us directly as the recipient of the funds in case of reimbursement of the deposit decided by the court authority and, in case of a reimbursement sent directly to You, immediately return the reimbursed amount to us;
- reimburse the advanced funds within thirty (30) days of the court decision becoming enforceable;
- in any case, reimburse us within sixty (60) days of the date of payment.
-

7.3.2. Legal fees

We cover legal fees **up to the ceilings set out in the TABLE OF BENEFITS.**

7.4. Your insurance cover

7.4.1. Lost, stolen or damaged baggage

- WHAT IS COVERED



As part of a stay Abroad, We compensate you, up to the amount indicated **in the TABLE OF BENEFITS** per **TRIP** and for all beneficiaries travelling together, in the event of:

- the loss of your Baggage by the carrier and/or during transfers organised by the tour operator;
- the theft of your Baggage;
- complete or partial destruction of the baggage during the Trip.

Cover is available for:

- The loss or destruction of Baggage or Valuables which have been correctly checked in or entrusted to the carrier or entrusted to the tour operator during organised transport and transfers.
- Theft with forced entry of Baggage or Valuables from any locked and closed vehicle between 7 a.m. and 9 p.m. (local time).
- In cases of theft, cover is available provided the Baggage and Valuables are either under your direct supervision, in your room or placed in a private locker.
- Precious objects are only covered against theft and only when carried on your person or placed in a safe in your room or in the hotel's safe.

The amount due will be the value at the time of purchase minus a deduction corresponding to wear and tear and based on the age of the item (if the item can be repaired at a lower cost, we will only cover repair costs).

VALUABLES and **PRECIOUS OBJECTS** are covered up to the amount indicated **in the TABLE OF BENEFITS**.

The cover is extended:

- to the Theft of your bicycle or one provided to you by your host family, provided that the bicycle was chained to a fixed and resistant object,
- to damage caused to your bicycle or one provided to you by your host family in the event of an accident by collision with an identified Third Person or with an animal (excluding damage due to use) that occurred and was reported to the local authorities.

Our compensation is limited to the amount defined per object indicated **in the TABLE OF BENEFITS**.

Please refer to the clause **SUBMITTING A CLAIM** for the list of documents you need to provide.

SPECIAL TERMS AND CONDITIONS FOR CLAIMS

- If **BAGGAGE** is lost, stolen or damaged during handling by a carrier, transport company, authority or hotel, you must provide them with the details of the incident in writing.
- If **BAGGAGE** is lost, stolen or damaged while entrusted to an airline, **YOU** must:
 - o obtain a lost baggage report form (PIR) from the airline,
 - o send the report of the incident by post to the airline within the time specified by the transport agents (please keep a copy thereof),
 - o keep all transport tickets and registration labels in order to claim compensation.
- You must provide an original receipt or proof of ownership for objects to support your claim.



- Any amount paid under the DELAYED BAGGAGE cover will be deducted from the final amount due under this cover.

In the case of failure to comply with the above conditions, We reserve the right to refuse our cover.

RECOVERY OF LOST OR STOLEN BAGGAGE

If all or some of the lost or stolen items are recovered at any time whatsoever, You must inform us immediately.

If the items are recovered:

- Before you receive compensation, you must reclaim the items. We will only be obliged to compensate any damage actually sustained and any costs you have incurred, with our agreement, to recover the items.
- After you receive compensation, you will have thirty days from the date of recovery to decide whether to reclaim or leave all or some of the recovered items. After this time, the items will become our property.

If you reclaim the items, the compensation will be revised based on the value of the goods on the date of recovery and you must return any overpayment that you may have received.

If You learn that a person is in possession of the lost or stolen goods, you must inform us within eight days.

- **COMPENSATION**

Compensation will be paid only to you or your beneficiaries.

The compensation is calculated:

- Based on the replacement value, depreciated for age, if the item is totally destroyed,
- Based on the cost of repairs, up to the replacement value, depreciated for age, if the item has only been partially damaged.

WHAT IS NOT COVERED

In addition to the General Exclusions to all cover and General Exclusions specific to travel insurance cover, the following is never covered under LOSS, STOLEN OR DAMAGED BAGGAGE:

- ✗ **cash, bank notes, securities and financial instruments of any kind, tickets, documents, business documents, magnetic cards, credit cards, passports and other identity documents;**
- ✗ **keys, with the exception of those of your DOMICILE or your PLACE OF STAY;**
- ✗ **professional equipment;**



- ✗ perfumes, perishable goods, lighters, pens, cigarettes, cigars, wine, alcohol and spirits and in general all foodstuffs;
- ✗ medicines;
- ✗ prosthetics of any kind, dental prosthetics, glasses and contact lenses, and medical equipment, unless damaged as a result of a serious accident causing bodily injury;
- ✗ car radios;
- ✗ paintings, works of art, craft objects, antiques and musical instruments;
- ✗ CDs, video games and their accessories;
- ✗ theft or damage to luggage which occurs at your **DOMICILE**;
- ✗ theft without forced entry from any residential property which is not closed and covered and locked;
- ✗ theft of all kinds and any damage caused at campsites, in hangars, on private leisure boats, or in caravans and trailers;
- ✗ baggage stolen or destroyed whilst left unattended in a public place or in premises accessible to multiple occupants;
- ✗ goods entrusted to third parties or which are the responsibility of third parties such as depositaries; however, this does not apply to baggage handed to a carrier or entrusted to a tour operator or hotel;
- ✗ forgotten, lost (except by a transport company) or exchanged objects;
- ✗ destruction due to an inherent defect, abnormal or natural wear and tear, or damage caused by rodents, insects or vermin;
- ✗ destruction caused by temperature or light, leaking fluids, grease, dyes, corrosives, flammable substances or explosives contained in the insured Baggage;
- ✗ damage from scratches, scuffs, tears and stains;
- ✗ damage to fragile objects such as glassware, windows, porcelain, earthenware, statues, ceramics, crystal, alabaster, wax, stoneware, marble and any similar objects, unless caused by theft or attempted theft;
- ✗ any damage caused by the Insured Person's personnel during the conduct of their business;
- ✗ seizure, embargo, confiscation, capture, destruction or sequester ordered by any public authority.

7.4.2. Delayed baggage

- WHAT IS COVERED

We compensate you, up **to the ceilings set out in the TABLE OF BENEFITS** for all **BENEFICIARIES** travelling together, for emergency clothing replacement costs, medicines and toiletries if the registered **BAGGAGE** is temporarily misplaced during transit of the **OUTWARD JOURNEY** and has not been returned to **YOU** within 24 hours of **YOUR** arrival, provided that a written statement has been obtained from the airline stating the number of hours the **BAGGAGE** has been delayed.



If the loss is permanent, the amount will be deducted from the final amount to be paid under the BAGGAGE, PERSONAL SPENDING AND TRAVEL DOCUMENTS cover.

SPECIAL TERMS AND CONDITIONS FOR CLAIMS

- **YOU** must obtain a written certificate from the carrier confirming the number of hours that your **BAGGAGE** has been delayed. **YOU** must:
- obtain a lost baggage report form (PIR) from the airline or their agents,
- send the incident report by post within the deadline specified by the carrier and keep a copy thereof,
- keep all transport tickets and registration labels in order to claim compensation.

- **All amounts are only valid for real expenses with a receipt that exceed any compensation paid by the carrier.**

- The amounts shown in the **TABLE OF BENEFITS** correspond to the total for each delay, regardless of the number of **BENEFICIARIES** travelling together.
- The detailed invoices for these purchases must be kept.

In the case of failure to comply with the above conditions, We reserve the right to refuse our cover.

Please refer to the clause SUBMITTING A CLAIM for the documents **YOU** need to provide.

WHAT IS NOT COVERED

In addition to the General Exclusions to all cover and General Exclusions specific to travel insurance cover, the following is never covered under DELAYED BAGGAGE DELIVERY:

- ✘ **Claims that do not concern your outward journey as part of travel outside your PLACE OF STAY.**
- ✘ **Claims for compensation due to delay, confiscation or detention by customs or any other authority.**
- ✘ **Claims following a baggage delay when they are shipped as freight or bill of lading.**
- ✘ **The costs or expenses for which any carrier or service provider must pay you compensation, or has paid you or will pay you compensation under a compensation scheme that is contractual or defined by regulations.**
- ✘ **Reimbursement of items purchased after your luggage has been returned.**
- ✘ **Claims for reimbursement of expenses not justified by detailed invoices.**
- ✘ **Claims for which you do not have a written certificate from the carrier (or its agents), confirming the number of hours your baggage was delayed and when it were returned to you.**
- ✘ **Any purchase made more than 4 days after the actual arrival at destination.**



7.4.3. Transport delays

- **WHAT IS COVERED**

We compensate you per hour of delay per person and per journey (**outward journey only**) up to the amount indicated in the **TABLE OF BENEFITS**, for the food and beverage expenses incurred at the departure terminal or station and accommodation at the hotel if the departure of the **SCHEDULED MEANS OF PUBLIC TRANSPORT** for which **YOU HAVE** a reservation is delayed by **at least 24 hours from the scheduled arrival time, due to:**

- a mechanical or technical breakdown of the scheduled **MEANS OF PUBLIC TRANSPORT** on which you booked your travel.

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

In the event of disagreement,

- for Scheduled Flights, “the Official Airlines Guide” will be referred to in order to determine the flight and connection times.
- for chartered flights, train tickets or boat journeys, the departure times, connections and destinations are those showing on the Insured Person’s ticket.

Please refer to the clause SUBMITTING A CLAIM for the list of documents you need to provide to US.

WHAT IS NOT COVERED

In addition to the General Exclusions to all cover and General Exclusions specific to travel insurance cover, the following is never covered under TRANSPORT DELAYS:

- * any delay in the return journey;**
- * All costs or expenses for which any carrier or service provider must pay you compensation, or has paid you or will pay you compensation, as well as all amounts paid as compensation by the tour operator or service provider**
- * any delay due to the temporary or permanent withdrawal of an aircraft, ordered:**
 - o **by the airport authorities,**
 - o **by the civil aviation authorities,**
 - o **by a similar organisation.**
- * any delay announced more than 24 hours before the departure date;**
- * any refused boarding following an overbooking;**
- * any flight missed for which the Insured Person’s booking was confirmed regardless of the reason;**
- * Any event of which liability may be incumbent on the tour operator pursuant to Order No. 2017-1717;**
- * Compensation claims when you have not complied with the contractual terms of the travel agent, tour operator or carrier.**
- * Compensation claims where you have not obtained a written certificate from the carriers (or their agents) confirming the duration and reason for the delay.**



- * **A STRIKE OR SOCIAL MOVEMENT or a delay due to air control, either current or announced before the date on which you made your travel arrangements and/or before the date on which you subscribed to this policy.**
- * **Termination of service (temporary or otherwise) of an aircraft or ship on the recommendation of the aviation authority, port authority or any other similar body in any country.**
- * **Private chartered flights.**

7.4.4. Search and rescue costs

- **WHAT IS COVERED**

The purpose of this cover is to reimburse the search and rescue costs incurred to find you and evacuate you to the nearest reception centre, using companies that are duly licenced, authorised and have the required resources.

We may advance these costs on your behalf, up to the ceilings set out in the TABLE OF BENEFITS.

The cover takes effect on the departure date of your TRIP and ends automatically on the return date of your TRIP.

WHAT IS NOT COVERED

In addition to the General Exclusions to all cover and General Exclusions specific to travel insurance cover, the following is never covered:

- * **Search and rescue costs resulting from not observing the rules of caution issued by the site operators and/or the regulations governing the activity that you practice**
- * **Search and rescue costs incurred by practicing a professional sport, participating in an expedition or a competition**

7.4.5. Personal accidents

7.4.5.1. Purpose of the cover

The purpose of this cover is to pay to the Insured Person, or one of his/her beneficiaries, a lump sum in the event of an Accident arising during his/her trip, including during the practice of a dangerous sport listed in Appendix 2 and having resulted in total or partial permanent invalidity observed

within six (6) months of the Accident or death within 24 months of the Accident.

7.4.5.2. Definitions specific to Personal Accident Insurance

Accident

Injury resulting from the sudden and violent action of an unpredictable external cause beyond the control of the Insured Person. **The following are not considered Accidents: slipped discs or other hernias, lumbagos, sciatica and back strain, heart attacks, coronary heart disease, ruptured**



aneurysm, coronary embolism, meningeal haemorrhage, nerve damage affecting the traumatised region.

Beneficiary, Beneficiaries

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

Stabilisation

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

Long-term disability

Permanent loss, total or partial, of the functional capacity of a person expressed as a percentage by reference to Appendix I "Indicative disability scale (work accidents)" of Article R. 434-32 of the French Social Security Code.

7.4.5.3. Amount of cover

- *In the event of death following an Accident*

The amount of the lump sum per Insured Person depends on the age of the Insured and is indicated in the TABLE OF BENEFITS.

- *In the event of permanent disability*

AXA Assistance refers to a doctor-appraiser who organises an appraisal in order to determine, after Stabilisation of the Insured Person's condition and no later than three (3) years from the date of the Accident, the disability rate of the Insured Person, by reference to Appendix I "Indicative disability scale (work accidents)" determined by the social security pursuant to Article R. 434-32 of the French Social Security Code. The amount of the lump sum allocated depends on the permanent invalidity rate observed during the six (6) months following the Accident.

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

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

- Permanent invalidity rate determined by the above scale, which is estimated based on the maximum capacity existing on the date of acceptance to the insurance;
- **The amount of the insured capital depends on the age of the Insured Person and is provided in the TABLE OF BENEFITS.**



For multiple disabilities arising either from the same Accident or successive Accidents, each partial disability is assessed in isolation without, however, the addition of the partial invalidity rates concerning the same member or organ being able to exceed the rate resulting from its total loss. In any event, the total sum of partial disabilities is limited to 100%, with the total lump sum or the last partial lump sum calculated accordingly.

7.4.5.4. *Non-cumulative*

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

7.4.5.5. *Maximum commitment: coverage limit per event*

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

7.4.5.6. *Method of application and required supporting documents*

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

- By registered mail with acknowledgement of receipt to:

AVI INTERNATIONAL
Le Colisée Gardens
10 avenue de l'Arche
CS 70126, 92419 Courbevoie Cedex, France.

The claim must contain the following information:

- the full names and addresses of the perpetrator of the loss and any witnesses;
- the Policy number;
- Any information or document necessary to know the facts, nature, circumstances, date and place of the Accident;
- A copy of an identity document to certify the status of the Insured Person;
- In the event of death, any document to certify the status of Beneficiary of the accidental death benefit (copy of identity document, civil union contract, family book, etc.).
- In the event of disability: the final notification of the grant of the invalidity pension or disability annuity issued by the Social Security when the entitlement was granted;
- Where applicable: the death certificate;
- **In a confidential envelope to the attention of the Medical Director of AVI International:**
 - The Hospital Form and the medical certificate containing the date of the first medical act, a detailed description of the nature of the injury and care, and the consequences thereof;
 - In the event of invalidity: the certificate of stabilised condition;



- In general, the Insured Person must send any correspondence or procedure documents that might be relevant to the claim.

In addition to these documents, AXA Assistance reserves the right to request any additional documents deemed necessary.

Any claim that does not comply with the provisions of this cover results in its forfeiture.

7.4.5.7. Accidental death benefit

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

7.4.5.8. Permanent disability benefit

At any time, AXA Assistance reserves the right to appoint an appraiser doctor of his/her choice, who will be responsible for stating that the Insured Person's health status falls within the scope of this cover. The refusal of the Insured shall result in the cancellation of this cover.

The AXA Assistance doctor may ask the Insured Person for any document that he/she deems necessary to analyse the Insured's health status.

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

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

7.4.5.9. Subrogation

After payment of the amounts insured in the event of accidental death, no appeal is possible against the person responsible for the loss, in accordance with Article L. 131-2 of the French Insurance Code. After the payment of the insured sums in the event of permanent disability, AXA Assistance shall be entitled to take subrogatory action against the person responsible for the loss if the sums allocated are as indemnity insurance.

7.4.5.10. Exclusions specific to the Personal Accident cover

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

- ✗ **The previous state of the Insured Person;**
- ✗ **Accidents during working life for:**
 - ✗ **Aircraft pilots or flight crews,**
 - ✗ **Workers on oil and gas platforms,**
 - ✗ **Humanitarian workers.**

In addition, the consequences of the following are excluded:

- ✗ **Suicide or suicide attempt;**
- ✗ **An Accident suffered during Travel to one of the regions or countries for which the Ministry of Foreign Affairs has advised against it;**



- ✗ Cosmetic treatment and/or cosmetic surgery not resulting from a Covered Accident or their consequences;
- ✗ Practising the following activities:
 - ✗ Driving two-wheeled motor vehicles with a cylinder greater than 125 cm³;
 - ✗ Aerobatics, parachuting, ULM, deltaplane, paragliding, hot-air balloons or similar motors;
 - ✗ Rock-climbing, mountaineering, luge, scuba diving whether in a sporting competition or for leisure at a depth of more than 5 metres by a person who does not have the PADI licence or equivalent and not accompanied by a professional, parachuting and all air sports, including kiting and analogue motors, potholing and those resulting in training for or participation in sports competitions;
 - ✗ Try-outs, training or participation in trials or competitions involving the use of motor vehicles or boats;
 - ✗ Competition sports;
 - ✗ Professional sports;
 - ✗ Attempts to achieve records, bets of any kind;
 - ✗ Sports leisure stays, raids and expeditions or any sporting activity that is the main reason for the Travel;
- ✗ Cures of any kind;
- ✗ Negligence, lack of care or the use of empirical care without medical control (except in the case of Force Majeure);
- ✗ Neurological, psychiatric or psychological disorders.

Finally, accidents in Iran, Cuba, North Korea, Syria, Venezuela, Belarus and Sevastopol/Region of Crimea are excluded.

7.4.6. Liability

7.4.6.1. *Personal Liability Cover Abroad*

7.4.6.1.1. *Purpose of the cover*

This insurance covers the monetary consequences of liability that the Insured Person may bear in the event of bodily injury, property damage or financial losses caused to third parties in the course of his/her private life by the Insured Person, the persons for whom he/she is responsible, or the things or animals in his/her custody, as well as any material damage caused to an Object entrusted by your host family and used during your stay, or while practising a dangerous sport listed and indicated as accepted by this coverage in appendix 2, provided that the event giving rise to the damage occurred during the Trip and during the Policy validity period.

7.4.6.1.2. *Subsidiarity of the cover*

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



7.4.6.2. Civil liability cover in France and Abroad

7.4.6.2.1. Purpose of the cover

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

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

With regard to:

- The owner of the temporary lease (individual, school establishment):
 - for property damage caused to the building and the furniture in the rented premises,
 - for rent of which he/she is deprived and the loss of use of the rented property;
 - for property damage suffered by other tenants that he/she is required to compensate.
- neighbours and third parties:
 - for property damage and financial losses that they suffer.
 - Subsidiarity of the cover

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

7.4.6.3. Legal Expenses Abroad

7.4.6.3.1. Purpose of the cover

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

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

7.4.6.3.2. Definition of costs of legal proceedings

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

Penalties and/or fines imposed on the Insured Person are excluded.

7.4.6.4. Limit of cover

The amount paid in compensation may not exceed the limits defined below:

	Upper limit per Claim	Deductible
Single combined limit for all loss	€1,000,000 incl. VAT	none



	per Insured Person	
• Including property damage and consequential financial loss	€500,000 incl. VAT per Insured Person	none
• including damage caused to movable property listed in the inventory attached to the rental agreement	€10,000 incl. VAT per event	none
Legal expenses	€20,000 incl. VAT per dispute cover trigger threshold: €380 per dispute	-

7.4.6.5. How the cover is applied over time

Please see Appendix 1 “How the Liability cover applies over time”

This insurance with “claims occurring” trigger, in accordance with the provisions of article L. 124-5 of the French Insurance Code, covers the Insured Person against the monetary consequences of his/her liability, provided that the harmful event occurs between the initial effective date of the cover and its termination or expiry date regardless of the date of the other elements constituting the loss.

7.4.6.6. Settlement and acknowledgement of liability

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

7.4.6.7. Making a claim

The Insured Person must submit the claim to AVI International **within ten (10) working days** of becoming aware of it, by one of the following means:

- Via the online declaration at <https://www.avi-international.info>
- By registered mail with acknowledgement of receipt to:

AVI INTERNATIONAL
Le Colisée Gardens
10 avenue de l’Arche
CS 70126, 92419 Courbevoie Cedex, France.

The claim must contain the following information:

- The full name and address of the perpetrator of the loss, the victims and any witnesses;
- The policy number;
- Any information or document necessary to know the facts, the nature and extent of the damage and to determine the liabilities incurred;
- In general, the Insured Person must send any correspondence or documents that might be relevant to the claim to AXA Assistance.

Any claim that does not comply with the provisions of this cover will entail the forfeiture of this



cover if such non-compliance causes harm to AXA Assistance.

7.4.6.8. Specific Legal Expenses Abroad procedure

If legal action is brought against the Insured Person, the Insured Person will give AXA Assistance all powers to manage the action and to exercise any recourse before the civil courts or to join AXA Assistance to its defence and to exercise recourse on civil interests before the criminal courts. The Insured Person must send AXA Assistance, on receipt, any summons, writ, extrajudicial document and procedural document sent to it or served on it.

If the Insured Person fails to fulfil his/her obligations, AXA Assistance will compensate the injured third parties or their assigns, but AXA Assistance reserves the right to take action against the Insured Person to recover the sums paid.

7.4.6.9. Settlement in the event of disagreement for Legal Expenses Abroad

In the event of disagreement over the merit of the Insured Person's rights or over the measures to be taken to resolve the dispute, the parties can decide to appoint a conciliator, by mutual agreement or, failing that, have one appointed by the court within the jurisdiction of the victim's Domicile. The costs incurred will be paid by AXA Assistance, unless the court decides otherwise.

If, contrary to AXA Assistance's opinion or, where applicable, the conciliator's opinion, the Insured Person decides to start litigation and obtains a more favourable solution than that proposed by AXA Assistance or the conciliator, AXA Assistance will pay the costs of the legal proceedings **up to the aforementioned limits.**

7.4.6.10. Specific exclusions to the Liability Abroad, Tenant's liability and Legal Expenses cover

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

- ✗ damage caused to the Insured Person's Family Members, his/her staff, whether employees or not, in the performance of their duties or to any other person that is an Insured Person under this policy;**
- ✗ damage caused to animals or objects belonging to the Insured Person or which have been lent or entrusted to it;**
- ✗ damage resulting from theft, disappearance or misappropriation;**
- ✗ damage resulting from a breach of trust, slander or defamation;**
- ✗ damage caused by:**
 - * any land motor vehicle that meets the definition of Article L. 211-1 of the French Insurance Code,**
 - ✗ any land vehicle built to be hitched to a motor vehicle,**
 - ✗ any air, maritime or river craft;**
- ✗ damage resulting from hunting, all mechanical sports (motor, motorcycle and more generally any powered land vehicle) and all air sports;**
- ✗ accidents resulting from the practice of the following sports: bobsleigh, rock-climbing, skeleton, mountaineering, competitive luge;**



- ✗ damage caused to third parties resulting from the organisation, preparation or participation in a competition organised on behalf of a sports federation, subject to administrative authorisation or a legal insurance obligation;
- ✗ damage caused during the Insured Person's professional activity or during his/her participation in an activity organised by an association formed under the 1901 French law, an institution or a local community;
- ✗ damage resulting from the Insured Person's liability as the perpetrator of offences committed under the effect of drugs, in a state of drunkenness or alcohol intoxication, or resulting from participation in a bet, challenge or fight;
- ✗ damage to secondary residences, or sports or playing fields of which the Insured is co-owner or tenant by the year;
- ✗ the costs of repairing or replacing the pipes, valves and appliances incorporated into water and heating systems, when they are the cause of the loss.

Lastly, losses in Iran, Cuba, North Korea, Syria, Venezuela, Belarus and Sevastopol/Region of Crimea are excluded.

7.4.7. Documents to be provided for insurance claim reports

Please find below the list of documents to be provided for **US** to process **YOUR** claim as soon as possible.

In the case of failure to comply with the conditions mentioned below, WE reserve the right to refuse our cover.

FOR ALL CLAIMS

- **YOUR** original booking invoice(s), as well as the TRAVEL DOCUMENTS, which include the dates of TRAVEL and the booking date.
- Original receipts for all disbursements paid by **YOU**.
- Original bills or invoices sent to **YOU**.
- Details of any other insurance that may cover the incident.
- Any document **YOU** have to support **your** claim.
- For any claim for compensation relating to an ILLNESS or ACCIDENTAL BODILY INJURY, a medical certificate must be completed by the **DOCTOR** responsible for handling **your** case, a **CLOSE CONTACT** or any other person **YOU** are travelling or staying with. Similarly, for any claim for compensation following a death, **WE** will require a medical certificate from the **DOCTOR** in charge of processing **your** case. a **CLOSE CONTACT** or any person **YOU** are travelling or staying with, as well as a copy of the death certificate.
- Original receipts or proof of ownership for the stolen, lost or damaged objects.

DELAYED DEPARTURE



- A written statement from the carrier (or its agents confirming the duration and reason for the delay.
- Original receipts for refreshments and meals or necessary additional accommodation costs.
- A cancellation invoice and a letter from the carrier confirming the duration and reason for the delay, if **YOU** choose to cancel **your** TRIP after 24 hours of delay of your initial outward journey.

DELAYED BAGGAGE

- A lost luggage report form (PIR) from the carrier or its agents.
- A letter from the airline confirming the reason and duration of the delay and the date on which the item(s) were returned to **YOU**.
- The original detailed receipts for any emergency purchases.

BAGGAGE

In the event of loss or theft, a report from the police authorities confirming that **you** reported the incident to them within 24 hours of discovery of the missing object or object.

- In the event of material loss or damage by the carrier, please obtain a lost/damaged baggage report form (PIR) and a letter from the airline confirming the loss of the object or objects. To the extent possible, please also keep all baggage registration tags.
- In the event of theft, the declaration to the local authorities and a copy of the filed report.
- In the event of an accident, a copy of the accident report.

TRAVEL DOCUMENTS

- A police or embassy report confirming that **your** incident was reported to local authorities within 24 hours after you noticed the passport was missing.
- Original receipts for all costs incurred.

EMERGENCY MEDICAL EXPENSES

- In the event of a **MEDICAL EMERGENCY, YOU** must contact **US** at **+33 1 86 65 22 53** as soon as possible.
- **YOU** will have to bear the costs of outpatient treatment (with the exception of fractures). Please keep all original receipts and obtain a medical report from the hospital confirming the **ILLNESS** or **WOUND** and any treatment, as well as the dates of admission and discharge where relevant.
- A medical report from the **DOCTOR** confirming treatment and medical expenses.
- In the case of unpaid expenses, please send a copy of the unpaid invoice. Please also indicate that it remains unpaid.
- If **YOU** incur additional expenses after **our** authorisation, please provide these receipts.

PERSONAL ACCIDENT

- A detailed account of the circumstances of the incident, supported by photographic and video evidence (if applicable).
- A medical certificate from the **DOCTOR** confirming the severity of the injury and the treatment administered, as well as the dates of hospital admission and discharge.



- A death certificate (if applicable).
- Full details of all witnesses, providing written declarations to the extent possible.

CIVIL LIABILITY

- A detailed account of the circumstances of the incident, supported by photographic and video evidence (if applicable).
- Any summons, subpoena or other letter received from a third party.
- Full details of all witnesses, providing written declarations to the extent possible.

Article VIII. General exclusions to insurance and travel assistance cover

GENERAL EXCLUSIONS TO ALL COVER:

In addition to the specific exclusions above, the following are excluded:

- * Any circumstances other than those listed in this Agreement;
- * Any circumstances that You become aware of before you register for the Trip or purchase your insurance policy, for which You could reasonably expect to report a Claim;
- * everyday costs such as meals or drinks which You would normally have paid for during your Trip;
- * costs of transport, accommodation initially planned for your stay;
- * excess baggage costs when travelling by plane and costs for baggage transport when it cannot be transported with the Insured Person;
- * expenses without original supporting documents;
- * the cost of telephone communications, with the exception of those intended for the Assistance provider.

In addition, the following will not trigger our coverage, or be the subject of compensation for any reason whatsoever:

- * travel undertaken when the Ministry of Foreign Affairs of Your COUNTRY OF DOMICILE and/or your PLACE OF STAY does not recommend travel to the destination or town(s) of destination or stay;
- * alcohol abuse (blood alcohol level higher than the regulatory limit), the use or absorption of medicines, drugs or narcotics not prescribed by a doctor;
- * any intentional or wilful negligence on your part;
- * search and rescue costs resulting from not observing the rules of caution issued by the site operators and/or the regulations governing the activity that the you practice;
- * damage you have caused or suffered when practicing the following sports: bobsleigh, mountaineering or rock-climbing;



- * your participation in any competitive sports event or in endurance or speed events and their preparatory practice sessions, on board any land or air vehicle (with or without an engine), as well as the practice of snow or ice sports other than as an amateur;
- * damage caused by hunting and damage resulting from participation in attempts to achieve a record.
- * failure to comply with the acknowledged safety rules related to any leisure sports activity;
- * the explosion of machinery and nuclear and radioactive effects;
- * official bans, seizures or constraints by the law enforcement authorities;

- * effects of pollution and NATURAL CATASTROPHES, as well as their consequences, unless contractually stipulated otherwise;
- * civil or foreign war whether declared or not;
- * general mobilisation;
- * any requisition of persons and/or equipment by the authorities;
- * any act of sabotage or terrorism;
- * any social conflict such as a strike, a riot, a popular uprising;
- * any restriction on the free movement of goods and persons;
- * storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of the atomic nucleus;
- * epidemics and/or pandemics, infection risks, unless contractually stipulated otherwise;
- * all chemical risks;
- * any virtual currency, including, but not limited to, cryptocurrency, including fluctuations in value.
- * all cases of force majeure.

Article IX. Restrictions

9.1. Penalty in the event of misrepresentation

9.1.1. *Misrepresentation of risk components*

Any non-disclosure or misrepresentation of the risk components known to the Policyholder exposes him/her to the penalties provided by the French Insurance Code, namely: reduction of compensation or voiding of the Policy (articles L.113-8 and L.113-9 of the French Insurance Code).

9.1.2. *Misrepresentation of claim components*

Any non-disclosure or misrepresentation relating to claim components (date, nature, cause, circumstances or consequences) known to the Beneficiary exposes him/her, in the event of bad faith, to forfeiture of cover.



9.2. Limitation of liability

AXA Assistance's obligation is based on a best-efforts obligation and not a performance obligation.

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

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

9.3. Exceptional circumstances

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

Article X. Legal framework

10.1. Personal data protection

By providing your personal information in connection with the purchase of a contract and using our services, you acknowledge that we can process your personal data. You also agree to our use of your sensitive information. If you give us information about other persons, you agree to inform them of the use of their data as described herein and in our website's confidentiality notice available at www.axa-assistance.com/en.privacypolicy.

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

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

- Underwriting, policy management, claims handling, travel assistance, complaints handling, sanctions monitoring and prevention of fraud.
- The use of sensitive information about your health or vulnerability or that of other persons, when this is relevant for a claim for compensation or assistance, in order to provide the services described in this policy. By using our services, you agree that we use this information for this purpose.
- Monitoring and/or recording your telephone calls related to the cover, for purposes of keeping logs, training and quality control.
- Technical studies to analyse claims and premiums, adjust pricing, support the underwriting process and consolidate financial reports (including regulatory ones). Detailed analysis of



claims in order to better monitor service providers and operations. Customer satisfaction analysis and construction of client segments to better adapt products to market needs.

- Obtaining and retaining all relevant and appropriate supporting documents for your claim, in order to provide services under this policy and validate your claim.
- Sending you feedback requests or surveys about our services, and other customer service communications.

We may disclose information about you and your insurance coverage to AXA Group companies, service providers and agents to manage and maintain your insurance coverage, provide travel assistance, prevent fraud, collect payments, and for other reasons, as required or permitted by applicable law.

We will ask for your consent separately before we use your personal data or disclose it to a third party for the purpose of contacting you regarding other products and services (direct marketing). You may withdraw your consent to marketing at any time, or refuse requests for feedback, by contacting the Data Protection Officer (see contact details below).

In connection with these activities, we may be required to send your personal data outside the United Kingdom or the European Economic Area (EEA). In this case, we will ensure that appropriate safeguards have been put in place to protect your personal data. This includes ensuring that standards similar to those of the UK and the EEA are in force and that the party to whom we transfer the personal data under is contractual obligations to protect it according to appropriate standards.

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

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

If you have any questions or concerns about the use we make of your data, including to obtain a printed copy of the privacy policy on the website, or exercise your rights under the General Data Protection Regulation, please write to us at the following address:

Délégué à la Protection des Données (Data Protection Officer)

AXA

106-108 Station Road

Redhill

RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

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



10.2. Evidence agreement

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

10.3. Subrogation

Unless otherwise stipulated, AXA Assistance is subrogated to the rights and actions of any individual or legal entity who is a Beneficiary of all or part of the cover under this agreement, against any third party responsible for the proximate cause of the claim, up to the amount of the costs incurred by it under this Policy.

10.4. Sanctions and embargoes

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

10.5. Limitation period

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

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

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

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

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



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

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

Article 2242 of the French Civil Code: “Interruption resulting from the legal action has continuous effect until the proceedings end.”

Article 2243 of the French Civil Code: “The interruption is void if the claimant abandons his/her claim or allows the proceedings to lapse, or if the claim is definitively rejected.”

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

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

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

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

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

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

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

10.6.Complaints and Mediation

In the event of a complaint concerning the implementation of the cover of the Policy, the Beneficiary can contact AXA Assistance at:

AXA Assistance

C/Tarragona n° 161,

08014- Barcelona, Spain



AXA Assistance undertakes to acknowledge receipt within ten (10) working days of receiving the complaint, unless a response is provided within this period. A response will be sent within a maximum of two (2) months unless the complexity of the matter requires additional time.

If a disagreement persists, the Beneficiary can appeal to the Insurance Ombudsman, an independent personality, by writing to the following address:

La Médiation de l'Assurance

TSA 50110 - 75441 Paris Cedex 09

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

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

10.7. Applicable law and court with jurisdiction

The Policy is drawn up in French. The law applicable to the Policy for its interpretation and performance is French law.

Any dispute relating to this agreement, which cannot be settled amicably by the parties or, if applicable, by the ombudsman, will be referred to the competent French court.

10.8. Supervisory authority

Inter Partner Assistance (AXA Assistance), as an insurance company incorporated under Belgian law, is subject to the prudential supervision of the National Bank of Belgium, located at Boulevard de Berlaimont 14, 1000 Brussels, Belgium, VAT BE 0203.201.340, Brussels Trade Register (www.bnb.be).

Appendix 1: HOW THE "LIABILITY" COVER

APPLIES OVER TIME

Appendix to Article A112 of the French Insurance Code

Warning



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

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

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

Understanding the terms

Harmful event

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

Claim

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

Cover validity period

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

Discovery period

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

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

I – The policy covers your Private Liability

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

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

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

II – The policy covers Professional Liability



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

1 - How does cover triggered on a “claims occurring” basis work?

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

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

2 - How does cover triggered on a “claims made” basis work?

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

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

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

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

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

Case 2.2.2: the insured person has taken out new “claims made” liability cover with a different Insurer covering the same risk.

It is the new cover that applies, unless the insured person was aware of the harmful event on the date he/she took it out, in which case it is the previous cover that applies.

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

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



date.



3. In the event of a change in Insurer

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

3.1. The old and the new cover have a “claims occurring” trigger.

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

3.2. The old and the new cover have a “claims made” trigger.

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

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

3.3. The old cover has a “claims occurring” trigger and the new cover a “claims made” trigger.

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

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

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

3.4. The old cover has a “claims made” trigger and the new cover a “claims occurring” trigger.

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



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

4. In the event of multiple claims relating to the same harmful event

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

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

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

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

Appendix 2: Dangerous sports

Sports discipline	Notes	Civil Responsibility Covered: YES/NO	Sports discipline	Notes	Civil Responsibility Covered: YES/NO
Acrobatics & BMX racing	Activity supervised by professionals only (club, association)	YES	Motocross	Activity supervised by professionals only (club, association)	NO



American football	Activity supervised by professionals only (club, association)	YES	Mountain boarding	Activity supervised by professionals only (club, association)	YES
Amphibious vehicles	Activity governed by professionals only (club, association), with the exception of competitions and games	NO	Nautical jousting	Activity supervised by professionals only (club, association)	YES
Barefoot	Activity supervised by professionals only (club, association)	YES	Ocean sailing, solitary navigation over 20 miles from shelter		NO
BMX	Activity supervised by professionals only (club, association)	YES	Quad/Quadricycle	except for competition	NO
Bungee jumping	Activity supervised by professionals only (club, association)	YES	Rugby	Activity supervised by professionals only (club, association)	YES
Canoeing	Activity supervised by professionals only (club, association)	YES	Snowmobile/snow scooter	With the exception of competitions	NO
Cyclocross	Activity supervised by professionals only (club, association)	YES	Scuba diving	Up to a depth of 5 metres without PADI degree or equivalent - up to 45 metres with PADI degree or equivalent. Activity overseen by professionals (club, association)	YES
Crossbow	Activity supervised by professionals only (club, association)	NO	sandboarding		YES
Downhill cycling	Activity supervised by professionals only (club, association)	YES	Snowkiting/kiteskiing	Activity supervised by professionals only (club, association)	YES with the exception of competitions and professional games
Fencing	Activity supervised by professionals only (club, association)	YES	Surfing/wakeboarding		YES
Freestyle skiing	Activity supervised by professionals only (club, association)	YES with the exception of competitions and professional games	Trekking	The activity must be supervised by professionals from 1,500 metres	YES
Gliding	Activity supervised by professionals only (club, association)	NO	Wall climbing (salle and exterior) /descent in rappel	Activity supervised by professionals only (club, association)	YES
Ice/ roller/grass hockey	Activity supervised by professionals only (club, association)	YES with the exception of competitions or professional games	Weightlifting	Activity supervised by professionals only (club, association)	YES
Jet skiing/water scooter	Activity supervised by professionals only (club, association)	NO	Wrestling, boxing, judo, karate, kendo, martial arts, self defence	Activity supervised by professionals only (club, association)	YES
Jumping (equestrian)	Activity supervised by professionals only (club, association)	NO	Whitewater rafting	Activity supervised by professionals only (club, association)	YES
Karting	Activity supervised by professionals only (club, association)	NO	Water skiing	Activity supervised by professionals only (club, association)	YES
Kitesurf	Activity supervised by professionals only (club, association)	NO	Wakeboarding	Activity supervised by professionals only (club, association)	NO
Kneeboard	Activity supervised by professionals only (club, association)	YES	Wakeskating	Activity supervised by professionals only (club, association)	NO
Mountain bike freeride	Activity supervised by professionals only (club, association)	YES	Wakesurf	Activity supervised by professionals only (club, association)	YES
Motorcycles, scooter, moped, dirt bike	With the exception of competitions	NO	Zorbing	Activity supervised by professionals only (club, association)	YES