

SPECIAL CONDITIONS

COVERS PROVIDED	SUMS AND CEILINGS
Cancellation Insurance	Maximum per person: €800 Maximum per event: €5600
Luggage Insurance <ul style="list-style-type: none"> ➤ Precious/Valuable Objects ➤ Purchases at location ➤ Excess 	Maximum per person €1500 Up to 50% of sum insured Up to 25% of sum insured €15 per person
Luggage delivery delay of + 24 hrs	€150 maximum / person Maximum €1500 / event
Medical Repatriation	Actual expenses
Dispatch of doctor to location	Actual expenses
Immobilisation at location	€80 per day, up to 7 days
Extension of stay at location	€80 per day, up to 7 days
Visit of next of kin	Return journey ticket
Payment of hotel expenses	€80 per day, up to 7 days
Return of minors who are beneficiaries Accommodation for person accompanying minors	Return journey ticket for person accompanying minors €80 per day, up to 4 days
Repatriation in event of death	Actual expenses
Payment of coffin expenses	Up to €1200 per person
Return of Beneficiaries	Return journey ticket
Medical Expenses Abroad <ul style="list-style-type: none"> ➔ Emergency dental care ➔ Excess 	Up to €30,000 per person Up to €153 per person €30 per claim
Dispatch of medicines abroad	Actual expenses
Sending of urgent messages	Actual expenses
Medical operation for a minor remaining at place of residence	Organisation and cost for transport by ambulance
Advance of bail bond whilst abroad	Up to €8,000
Legal expenses abroad	Up to €1,500

GENERAL CONDITIONS

Article 1. Purpose

The purpose of this travel insurance and assistance agreement, comprising and governed by the special conditions, general conditions and information set out on the electronic travel ticket, is to cover the Insured both at the time of travel and throughout the stay.

Article 2. Definitions

2.01 WE

INTER PARTNER Assistance

Direction pour la France

12 bis, boulevard des Frères Voisin

92130 Issy Les Moulineaux

Operating under the registered trading name AXA Assistance

Inter Partner Assistance, France Department, entrusts AXA Assistance Deutschland GmbH with claims processing and assistance.

2.02 Beneficiary / Insured

Individual entity stated below, referred to by the term "you," whose respective details are as particularly shown on the plane ticket, subject to their full payment of the insurance premium.

2.03 Family Members

Your legal or de facto spouse, your ascendants or descendants up to once removed, your fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or those of your spouse. Unless otherwise stipulated in this contract, the said members must reside in the same country as you.

2.04 Place of Residence

The country of residence of the beneficiary must be a member state of the European Union.

2.05 Abroad

All countries apart from your country of residence.

2.06 Journey

Plane ticket booked through the airline via Internet, showing the respective dates, destination and cost of travel.

2.07 Territoriality

Unless expressly stipulated to the contrary in this contract, the covers hereunder apply throughout Great Britain, Ireland and France.

2.08 Injury

Sudden deterioration in the state of health deriving from the unexpected action of an external unintentional cause involving the victim, duly certified by a competent medical authority and giving rise to the issuing of a prescription for a course of medication for the patient and implying the cessation of all professional or other activity.

2.09 Serious Illness

Sudden and unforeseeable deterioration in the state of health, duly certified by a competent medical authority, giving rise to the issuing of a prescription for a course of medication for the patient and implying the cessation of all professional or other activity.

2.10 Serious Bodily Injury

Unforeseeable accident or illness which, within a short period of time, could give rise to a significant deterioration in the state of health of the victim if appropriate care is not quickly made available. The term accident is understood to refer to: Sudden deterioration in the state of health, caused by an external, sudden, unforeseeable and violent event and arising for reasons beyond the control of the victim.

The term illness is understood to refer to: Sudden and unforeseeable deterioration in state of health, duly certified by a competent medical authority.

2.11 Medical Authority

Any qualified doctor or surgeon holding a degree duly recognised as valid in the country where the cause of the occurrence arises.

2.12 Hospitalisation

Unforeseen stay, exceeding 24 hours, at a public or private medical establishment, when stipulated in accordance with medical instructions, for medical or surgical treatment following serious bodily injury.

2.13 Maximum per Event

In those cases where cover applies in favour of several insured parties who are all victims of one and the same event, and providing they are duly listed on the travel list issued, it is understood in all cases that the cover provided by the insurer shall not exceed the maximum sum provided for under this cover, irrespective of the number of victims. Subsequently, the indemnities will be reduced and settled in proportion to the number of victims.

Article 3. Policy Signing

The policy must be signed on the day the plane ticket is booked.

Article 4. Inception and Duration of Covers

Cover only applies to journeys lasting up to 30 consecutive days.

4.01 Assistance Covers

The said covers take effect on the departure date and cease automatically on the return journey date stated on the plane ticket, except in the event of any delay on the part of the carrier and in the event of any express stipulation to the contrary in the contract.

4.02 Insurance Covers

The insurance covers for “Medical Expenses Abroad”, “Luggage Loss, Theft or Damage” and “Luggage Delivery Delay” take effect on the date of departure and cease automatically on the return journey stated on the plane ticket.

Departure is understood to refer to the arrival of the Insured at the airport.

Article 5. Definition of Covers

“Journey Cancellation” Insurance

5.01 Journey Cancellation

(1) Object of Cover and Sum Insured

The cover provides for the reimbursement of cancellation expenses not exceeding those sums invoiced by the airline company, in accordance with the applicable tariff scale set out in the cancellation conditions stipulated by the latter.

(2) Inception and Duration

The “Journey Cancellation” cover takes effect on the date when this agreement is signed and ceases automatically at the time of departure.

Dates for journey departure (00:00 hrs) and return (24:00 hrs) are as shown on the electronic ticket.

Departure refers to the arrival of the Insured at the meeting point stipulated by the airline company.

(3) Reimbursement Cover Restriction

The indemnity payable by the insurer applies solely to those cancellation expenses due on the date of the event bringing the cover into play, without exceeding the sum stipulated in the special conditions, after deducting the respective insurance premiums and visa expenses.

The reimbursement of cancellation expenses will be sent directly to you or to your beneficiaries, excluding any other individual or legal entity.

The insurance premium and visa expenses are not reimbursable.

(4) Nature of the Cover

Cover applies:

1. In the event of any accident involving serious bodily impairment, serious illness involving you or death of yourself or that of your legal or de facto spouse, of one of your ascendants or descendants up to once removed, of your father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law or those of the your spouse, in addition to any other person who generally lives with you ;
2. In the event of any contra-indication or effects of compulsory vaccinations for your journey;
3. In the event of fire, explosion or water damage arising at your place of residence or professional premises or farm you own, rent or occupy free of charge and which obliges you to be present at the premises involved on the date of your departure, in order to implement the necessary protective measures;
4. If you or your spouse must be made redundant for economic reasons, providing the procedure is not instigated on the day you sign this agreement;
5. In the event of a refusal of your tourist visa application, certified by the authorities of the country chosen for the journey, providing no prior application has been submitted and refused for a previous journey by those authorities;
6. In the event of theft arising at your place of residence, professional premises or a farm you own, rent or occupy free of charge, occurring within 48 hours prior to your departure and making it absolutely necessary for you to be present at the premises involved on the date of your departure or during your stay, in order to implement the necessary protective measures;
7. In the event of cancellation in the framework of this cover, by any person who is a beneficiary of this cover and who must accompany you.
8. In the event of a clear and unforeseeable complication in your pregnancy, providing this arises before the 28th week of amenorrhoea, in the event of a miscarriage, therapeutic termination of pregnancy and effects thereof.
9. In the event of the onset of a nervous breakdown, any nervous, psychological or mental illness, making it absolutely necessary for you to be hospitalised for more than 3 consecutive days.

(5) Claim Notification Procedure

- **You must notify your claim within 5 days**, strictly following the declaration procedure as described in article 8.
- Your declaration must include the following information:
 - Your first name/s, surname and address
 - agreement number
 - the precise reason for your cancellation (illness, accident, professional reasons, etc.)

- name of airline company
- We will send the claim file to you or your beneficiaries, for the presentation of all details.
Once completed, the file must be returned to us, together with all documents requested as proof of the reason for the cancellation and to enable assessment of the loss sum.
- If the reason for the cancellation concerns illness or a bodily accident, within 10 days following the cancellation, you or your beneficiaries must ensure the medical certificate specifying the date and nature of your illness or accident is sent in a sealed envelope marked for the attention of our Medical Director.

(6) Exclusions

The exclusions for all covers, as set out in Article 5 of this agreement, are applicable.

In addition, the following are excluded:

- Cancellations due to the carrier, irrespective of the cause.
- A relapse, the worsening of a chronic or pre-existing illness, in addition to the effects thereof, the after-effects of an accident which occurred before the signing of this agreement.
- The onset of a nervous breakdown, any psychological, nervous, mental illness leading to your hospitalisation for 3 consecutive days or less.
- Voluntary termination of pregnancy, effects and complications resulting therefrom.
- Beauty care treatment, specialised courses of treatment, in vitro fertilisation.
- Cancellations resulting from periodic check-ups and observation tests.
- Cancellations arising from the failure to submit any of the essential documents for the journey, for any reason whatsoever, except in those cases provided for in this cover.
- Delay in obtaining a visa.

“Luggage” Insurance

5.02 Luggage Loss, Theft or Damage

(1) Object of Cover

You will be indemnified for material loss resulting from:

- Loss of your luggage by the carrier and/or occurring at the time of transfers organised by the airline ;
- Theft of your luggage ;
- Total or partial damage to luggage during the journey.

(2) Definitions

Luggage

Travel bags, suitcases, trunks and their contents, **excluding articles of clothing worn by you during the journey.**

Valuable and precious objects, as defined below, are treated as luggage:

– **Valuable Objects**

Cameras and all photographic, radiophonic, sound and image recording or reproduction equipment, in addition to their accessories, computer and mobile telephone equipment, guns, golf clubs.

– **Precious Objects**

Jewellery, watches, furs, precious metal objects, precious or semi-precious stones and pearls providing they are set in pieces of jewellery.

(3) Sum Insured

Payment issued by us per beneficiary and journey is calculated up to the limits set out in the special conditions.

Valuable and precious objects are only covered for up to 50% of the respective sum set out in the special conditions.

(4) Excess

The excess sum shown in the special conditions applies to each claim file.

(5) Nature of Cover

Cover applies to:

(5.A) The loss or destruction of luggage or valuable objects providing they have been checked in or properly placed in the custody of the carrier or of the tour operator at the time of the journey and transfers organised.

(5.B) Theft of luggage or valuable objects involving the breaking into any locked and enclosed vehicle and, whatever the circumstances, carried out between 7am and 9pm (local time).

(5.C) In the event of theft, cover applies providing the luggage and valuable objects are under direct surveillance, in your room or stowed in an individual left-luggage locker.

(5.D) Precious objects are only covered against theft and providing they are worn by you or when placed in the safe of your room or in the safe of the hotel, duly documented by a receipt.

(6) Claim Notification Procedure

You must notify us within 5 working days from the date on which your journey concludes, strictly following the declaration procedure described in Article 8, entitled “General Procedural Conditions for Application of Cover,” and provide proof of the value and existence of the luggage and any objects considered as such which have been stolen, lost or damaged.

Your declaration must include the following information:

- Your first name/s, surname and address
- Agreement number
- The date, causes and circumstances of the loss
- Original written proof.

We will send the file to you or your beneficiaries, for the presentation of all details. Once completed, you must return it to us, enclosing the copy of the agreement and original written proof.

You must also provide:

- In the event of theft - the acknowledgement of receipt of your claim, issued within 48 hours following notification of the theft to the competent local authorities;
- In the event of total or partial destruction - the report issued by any competent authority or by the damage officer, or failing that, by a witness;
- In those cases where the liability of the carrier or journey organiser may be brought into play : a statement of any reservations expressed by the above as regards the carrier or tour operator, issued in the presence of the latter or their representative ;

Recovery of Stolen or Lost Luggage

You must notify us immediately in the event of the recovery of all or part of the stolen or lost objects, arising at any time whatsoever.

If the recovery occurs:

- **Prior to indemnity payment:** You must take the said objects back into your custody. We are only liable for payment of indemnity corresponding to any damage possibly sustained and to any expenses you may have incurred, as agreed with us for the purpose of recovering the said objects.
- **Following indemnity payment:** With effect from the date of recovery, you will be granted thirty days to choose whether to reacquire or to relinquish all or part of the objects found. Failure to observe this time limit will result in transfer of ownership of the goods to us.

In the event of reacquisition, the indemnity settlement will be reviewed by itemising the reacquired goods in accordance with their value on the day of recovery and, if necessary, you will be required to return any excess indemnity you may have received. Should you become aware that a person has the stolen or lost object in their possession, you must notify us accordingly within eight days.

(7) Indemnification

Indemnification will be sent exclusively to you or your beneficiaries.

Indemnity is calculated:

- On the basis of the replacement value, after deducting the applicable sum for any dilapidation if the item was the object of a total loss,
- On the basis of the cost of repairs, without exceeding the replacement value, after deducting the applicable sum for any dilapidation if the item was only the object of a partial loss.

(8) Exclusions

The exclusions for all covers, as set out in Article 6 of this agreement, are applicable.

In addition, the following are excluded:

- **Theft and destruction of luggage occurring at the place of residence of the beneficiary.**
- **Cash, banknotes, share certificates and assets of any kind, transport tickets, documents, business papers, magnetic strip cards, credit cards, passports and other identity papers.**
- **Equipment for professional purposes.**

- Perfumes, perishable commodities, cigarettes, cigars, wines, other alcoholic beverages including spirits and in general cosmetics and foodstuffs.
- Prostheses of any kind, apparatuses, glasses and contact lenses, medical equipment, except if damaged within the framework of an accident involving serious bodily impairment.
- Theft committed without involving the breaking and entering into premises used for accommodation purposes and not fulfilling the following three conditions: enclosed, covered and locked up.
- Theft of any kind or destruction of objects at camping sites, in sheds, onboard yachts used for private purposes, caravans and trailers.
- Car audio systems.
- Paintings, objets d'art and objects made by craftsmen, antiques and musical instruments.
- CDs, video games and their accessories.
- Any sport equipment except guns and golf clubs.
- Items entrusted to third parties or which are the responsibility of third parties such as agents; however, luggage entrusted to a carrier or placed in the care of a tour operator or hotel-keeper is not viewed as having been entrusted to third parties.
- Theft or destruction of luggage left unattended in a public place or at premises made available to several occupants.
- Destruction due to an inherent defect, normal or natural wear and tear or that caused by rodents, insects and vermin.
- Destruction due to the influence of temperature or light or resulting from the spillage of liquids, fat, dyes, corrosive, flammable or explosive matter forming part of the contents of luggage insured.
- Deterioration resulting from grazes, scratches, tears or stains.
- Deterioration of fragile objects, such as glassware, plate glass, chinaware, terracotta items, statues, ceramic and earthenware items, fine glassware, alabasters, wax objects, stoneware, marble and any similar objects, unless such deterioration results from theft or attempted theft.
- Any damage perpetrated by your personnel whilst carrying out their duties.
- Seizure, embargo, confiscation, capture, destruction or impoundment ordered by any public authority.

5.03 Luggage Delivery Delay exceeding 24 hours

(1) Object of Cover

The cover is intended to indemnify you when your luggage is not returned to you at the destination airport or station corresponding to your journey or when it is returned to you following a delay exceeding 24 hours, providing the luggage was properly checked in and placed in the care of the carrier in order to be transported simultaneously with you.

(2) Sum Insured

The indemnity you would receive covers your expenses for indispensable items (change of clothes, toiletries), purchased within 4 days after the official arrival time shown on the transport ticket.

Payment issued by us per beneficiary and journey is calculated up to the limits set out in the special conditions.

The sums calculated represent the ceilings for cover per beneficiary and per journey, irrespective of the number of delays reported. **Under no circumstances whatsoever shall this cover apply to the return journey.**

(3) Claim Notification Procedure

You must immediately declare the luggage delay to any appropriate representative person of the transport company concerned and **notify us within 5 working days from the date on which your journey concludes**, strictly following the declaration procedure as described in Article 8. entitled "General Procedural Conditions for Application of Cover."

Your declaration must include the following information:

- Your first name/s , surname and address
- Agreement number

We will send you the claim file for presentation of all details. Once completed, the claim file must be returned to us, together with:

- Your loss declaration submitted to the carrier
- The original invoices for purchase of indispensable items
- The original "luggage irregularities" report issued by the appropriate luggage handling services
- The original delivery certificate

(4) Exclusions

The exclusions for all covers, as set out in Article 5 of this agreement, are applicable.

In addition, the following are excluded:

- **Seizure, embargo, confiscation, capture, destruction or impoundment, ordered by any public authority.**
- **Reimbursement for indispensable items purchased more than 4 days after the official arrival time shown on the transport ticket or purchased after the carrier has returned the luggage.**
- **Delays arising during your return journey to your place of residence, including during connections.**

Medical Assistance Covers

5.04 Medical Repatriation

In the event of serious bodily injury, our doctors will contact your consulting doctors at the location and will take the most appropriate decisions depending on your condition, information collected and strict medical requirements.

If our medical team recommends your repatriation, we will organise and take full responsibility for this to be carried out, strictly in accordance with the medical requirements set out by our medical team.

The repatriation destination will be:

- Either a suitable nearby medical care centre;
- Or a hospital services centre in a bordering country;
- Or the nearest hospital services centre to your place of residence.

If you are hospitalised in a medical care centre outside the hospital sector corresponding to your place of residence, at the appropriate time, we will arrange for your return transfer to your place of residence once a medical report has been issued confirming your condition has improved.

Possible means of transport used for repatriation are: light hospital vehicle, ambulance, train, standard airline plane, hospital plane.

Our medical team will be solely responsible for the final choice concerning the place and date of your hospitalisation, as to whether you should be accompanied and concerning the means of transport to be used.

Any refusal of a solution proposed by our medical team will result in the cancellation of the assistance cover for the persons involved.

5.05 Dispatch of Doctor to Location

If the circumstances so require, our medical team can decide to dispatch a doctor to the location in order to better assess the steps to be taken and to arrange for their implementation.

We will pay transport costs and the consultation fees of the doctor we assign.

5.06 Immobilisation at Location

If you are hospitalised at the location following a decision taken by our medical team before your medical repatriation, we will organise the stay and pay respective expenses (room, breakfast and taxi), incurred for a family member beneficiary under this policy, provided he or she remains with you or for a person accompanying you during hospitalisation and with whom you have no ties of kinship and who is a beneficiary under this policy.

Our payment is issued strictly for the period of hospitalisation only and applies up to the sum shown in the special conditions.

We will pay expenses for the return journey to place of residence for the person who accompanied you during hospitalisation, providing the transport tickets initially issued for him/her cannot be used.

This cover cannot be used simultaneously with the cover for “Visit of Next of Kin.”

5.07 Extension of Stay at Location

In the event that your stay at the location is extended following recommendations from our doctors, we will organise your stay and pay respective expenses (room, breakfast and taxi) and those incurred for a family member beneficiary under this policy, provided he or she remains with you or for a person accompanying you during hospitalisation and with whom you have no ties of kinship and who is a beneficiary under this policy.

Our payment is issued strictly for the medically prescribed period only and applies up to the sum shown in the special conditions.

We will pay expenses for the return journey to place of residence for the person who accompanied you during hospitalisation, providing the transport tickets initially issued for him/her cannot be used.

This cover cannot be used simultaneously with the cover for “Visit of Next of Kin.”

5.08 Visit of Next of Kin

If your state of health does not permit or does not require your repatriation and if your hospitalisation lasts longer than 7 consecutive days (from the first day of hospitalisation, if vital prognosis procedure is already underway or if the beneficiary is a minor or handicapped), we will pay the cost of a return journey transport ticket for any family member or person (residing in the same country as you) nominated by you so that they may travel to the location (one transport ticket for each parent, i.e. father and mother, if a minor is involved).

We will organise the stay and pay respective expenses (room, breakfast and taxi) incurred on behalf of the next of kin).

Our payment is issued strictly for the period of hospitalisation only and applies up to the sum shown in the special conditions.

This cover only applies in the absence, at the location, of an adult member of your family.

This cover cannot be used simultaneously used for the covers for “Immobilisation at Location” and “Extension of Stay at Location.”

5.09 Return of Minors who are Beneficiaries

Following serious bodily injury to or the death of a beneficiary and in the absence of an adult member of the family who would otherwise ensure the children remaining at the location are properly supervised, we will organise and pay expenses for their return journey to their place of residence.

The person accompanying these children must either be a member of the family or a person (residing in the same country as the beneficiary), duly designated and authorised by the family of the beneficiary or one of his/her beneficiaries, or failing that, by qualified personnel.

We will organise and pay expenses for both the return journey transport ticket for the said accompanying person and the respective stay expenses (room, breakfast and taxi) incurred on his/her behalf.

Our payment is issued strictly up to the sum shown in the special conditions.

5.10 Repatriation in the event of Death

We will organise and pay expenses for repatriation of the body or ashes of the deceased beneficiary from the place of death to the place of burial in the country of residence, in

addition to any expenses for a post-mortem, coffin and funeral preparations and necessary transport arrangements.

Our payment of coffin preparation expenses relating to transport will apply up to the sum shown in the special conditions.

The family of the beneficiary remains responsible for expenses for the funeral, the service, funeral procession, burial or cremation.

We are exclusively responsible for the choice of companies involved in the repatriation process.

5.11 Return of Beneficiaries

Within the framework of repatriation organised on account of covers for “Medical Repatriation” or “Repatriation in the Event of Death,” we will organise and pay expenses for the return journey to the place of residence, for up to a maximum of four persons, of members of your family who are beneficiaries under this policy or for a person accompanying you and with whom you have no ties of kinship and who is a beneficiary under this policy.

Exclusions applying to Medical Assistance Covers

The exclusions for all covers, as set out in Article 6 of this agreement, are applicable.

In addition, the following are excluded:

- **Ailments or slight injuries which can be treated at the location and which do not prevent you from continuing your journey.**
- **Periods of convalescence, ailments for which treatment is already in progress and which have not yet improved and/or requiring subsequent scheduled care**
- **Diagnosed pre-existing and/or treated illnesses, except for a clearly unforeseeable complication or worsening of the condition.**
- **Pregnancy, except if an unforeseeable complication is involved and in all cases following the 28th week of amenorrhea.**
- **Effects of pregnancy: delivery, Caesarean section, care for newborn child**
- **Voluntary termination of pregnancy and therapeutic termination of pregnancy.**
- **Journeys undertaken for the purpose of carrying out a diagnosis and/or treatment, medical reports, check-ups, preventative screenings.**
- **Amateur practice of air, defence and combat sports.**
- **Consequences of lack or impossibility of obtaining vaccination.**
- **Taxi expenses incurred without obtaining our respective agreement.**

Medical Expenses Insurance Cover

5.12 Medical Expenses Abroad

1) Object of Cover

Cover is provided for reimbursement of your medical expenses prescribed by any medical authority abroad as a consequence of serious bodily injury sustained and reported during your journey.

Expenses qualifying for reimbursement:

Expenses for medical visits, consultations, pharmaceutical items, nursing care, medical and surgical hospitalisation, including medical and surgical fees and in general, any medical or surgical procedure related to your condition.

This cover applies solely under the following conditions:

- Cover only applies for expenses agreed to by our medical department, such agreement being duly substantiated once you or the person acting on your behalf has received a file number, issued following acknowledgement of the validity of your claim;
- In the event of hospitalisation, except in cases of force majeure, you must notify us of your hospitalisation within 24 hours from the date shown on the hospitalisation certificate;
- You must accept any change of hospital care centre our department may recommend;
- In all cases, the doctor we assign must be able to visit you and have unrestricted access to your medical file, subject at all times to the strictest observance of deontological rules;
- Cover ceases automatically on the date when we carry out your repatriation.

2) Sum Insured

Payment issued by us per beneficiary and journey is calculated up to the sums set as limits in the special conditions.

We only provide payment for services not covered by the health care fund and/or any other individual or collective provident scheme to which you belong.

3) Application Procedures

If you are covered by the French Social Security System, we advise you to obtain the European Health Insurance Card (EHIC), available from Social Security offices. This card will enable you to benefit from Social Security services at the time of any journey undertaken in a country belonging to the European Union.

Establishing a File

3.1 When you pay for the medical expenses yourself, you must send us the following information and documents:

- Nature, circumstances, date and place of the occurrence of the serious bodily injury having made necessary the payment of medical expenses at the location;
- Copy of the prescriptions issued;
- Copy of the invoices for all medical expenses incurred;
- Original statements and/or detailed accounts of reimbursement issued by any scheme or payment issuing authority concerned;
- References of any French and/or foreign scheme and organisation providing cover for you, stating their name, management address, cover and file numbers.;
- In the event of an accident, the name and address of the person responsible and, if possible, the names and addresses of witnesses, specifying whether a statement or official report was issued by the police authorities;
- As a general rule, any documents likely to enable an accurate assessment of all other actual remaining expenses you must pay;
- Moreover, you must also send the initial medical certificate specifying the date and nature of your illness or accident in a sealed envelope marked for the attention of our Medical Director, together with any other certificate we may request from you.

In the event that the payment issuing authorities applicable to you do not accept to pay for the hospitalisation expenses incurred, we will reimburse such expenses up to the guaranteed ceiling limit, providing you send us:

- The original invoices for medical and surgical expenses;
- The certificate of refusal to issue payment prepared by the said authority.

3.2 When we become involved by agreeing to advance funds to pay for your medical expenses within the framework of hospitalisation:

- We will become involved only when you qualify for this cover and providing our medical team has considered that hospitalisation is necessary.
- For all hospitalisation expenses, our department will issue direct payment to the hospital centre concerned;
- In order to preserve our subsequent rights, we reserve the right to request that you or your beneficiaries provide us either with an imprint of your bank card, a guarantee cheque or a statement acknowledging debt corresponding to the advance issued;
- We will send you the reimbursement application forms for the advances for hospitalisation expenses granted, to be accompanied by documentary proof ;
- We only issue payment for services not covered by the health care fund and/or any other individual or collective provident scheme to which you belong.
- You must make necessary arrangements as quickly as possible to contact your health care fund or any other individual or collective provident scheme and/or take action by virtue of any insurance contract in order to obtain the respective payment.
- You must make out a cheque to us in order to return the full amount of funds you received as an advance through our department.
- In the event that such authorities refuse to issue payment, you must forward the letter of refusal to us, accompanied by the original invoices. We will pay the sum corresponding to expenses not reimbursed by your payment issuing authorities.
- In the event that you do not submit the original detailed reimbursement account, or if you should fail to provide the refusal advice issued by the health care fund or any

other organisation, you must pay us all sums advanced, it being a requirement to pay the full amount within 60 days from the date on which we sent the reimbursement application forms. This obligation applies even if you have taken steps to implement reimbursement procedures with the relevant social authorities having jurisdiction in your case.

4) Payment of Medical Expenses

We will indemnify up to 100% of those sums you are required to pay, subject to the ceiling limit and after deducting the excess stipulated in the special conditions, that is, over and above indemnities and/or covers of the same kind provided by the health care fund or any other additional individual or collective provident scheme and/or issued by virtue of an insurance contract and shared in proportion to the expenses sustained by each party involved.

We will issue indemnity only once we have received your fully completed file.

5) Exclusions

The exclusions for all covers, as set out in Article 6 of this agreement, are applicable.

In addition, the following expenses do not qualify for the advance of funds, reimbursement or payment benefits: _

- **incurred in the country of residence of the beneficiary.**
- **incurred in the Overseas Territories of France by beneficiaries residing in Metropolitan France or Monaco.**
- **incurred in Metropolitan France and Monaco by beneficiaries residing in an Overseas Territory of France.**
- **incurred for vaccinations, medical reports, check-ups and preventative screenings.**
- **due to a pre-existing illness diagnosed and/or treated before departure or due to an accident occurring before departure, except for expenses resulting from a clear and unforeseeable complication or worsening of the condition.**
- **due to a period of convalescence and ailments already being treated and which have still not improved and/or which require subsequent scheduled care.**
- **due to prostheses, apparatuses, glasses and contact lenses.**
- **due to contraceptive methods and sterility treatment.**
- **due to pregnancy, except in the case of unforeseeable complications, but in all cases, incurred after the 28th week of amenorrhea.**
- **due to deliveries and their effects concerning newborn children.**
- **due to voluntary termination of pregnancies, amniocentesis.**
- **due to plastic surgery operations not performed as a consequence of an accident.**
- **due to courses of treatment, stays in convalescent homes and rehabilitation centres.**
- **incurred following the amateur practice of air, defence and combat sports.**
- **incurred at the time of journeys undertaken for the purpose of obtaining a diagnosis and/or treatment.**

Traveller Assistance Cover

5.13 Dispatch of Medicines Abroad

In the event of it being impossible to obtain essential medicine or its equivalent at the location, prescribed before your departure by your usual family doctor, we will carry out a search with a view to obtaining such medicine in your country of residence. If the medicine is available, we will send it to you as soon as possible, subject to any local legislative constraints and means of transport available.

This cover applies for specific requests. Under no circumstances will such cover be provided within the framework of extended periods of treatment requiring regular dispatches of medicine or requests for vaccines.

You are responsible for payment of the medicine and any possible customs charges.

You are required to reimburse the sum corresponding to all advances issued in accordance with the procedures defined in Article 8 of this agreement, entitled "General Procedural Conditions for Application of Cover."

5.14 Sending of Urgent Messages

If you are physically unable to send an urgent message, at your request, using the fastest means available, we will make arrangements free of charge to send any message you wish to forward to your family members, next of kin or your employer. We also offer to act as intermediaries for messages sent in the reverse order.

You are entirely responsible for the messages and they only involve you, it being understood that we only act as intermediaries for transmission purposes.

5.15 Medical Operation involving a Minor remaining at the Place of Residence

If during your journey, one of your children falls ill or is injured, at your request we can become involved in the following cases:

- When the usual family doctor considers that the state of health of your child calls for hospitalisation, depending on the respective available capacity, we will try to find a place in any hospital service unit in private or public health care establishments located within a radius of 100km from your place of residence.
- Subject to receiving medical instructions, we will arrange for the child to be transported to the said hospital service unit or any other hospital service unit specified by the usual family doctor. This establishment must be within a radius of 100 km from your place of residence.

We will issue payment towards the cost of this transport,

- providing hospitalisation is actually at the public or private establishment considered;

- for actual expenses to be paid by you, if you are not fully reimbursed for the ambulance expenses by the schemes and/or payment issuing authorities that otherwise provide cover for you as regards indemnities and/or services of the same kind.

Using the most expeditious means of communication available, we will keep you advised of the state of health of your child.

We will only become involved at your request and subject to agreement reached with your usual family doctor.

Legal Assistance Covers

When abroad, following any unintentional infringement you may commit against the laws and regulations in force and as regards any act not considered to be a crime, we will take action if a lawsuit is filed against you, providing we firstly receive your written request to do so.

This cover does not apply to occurrences involving your professional activity.

5.16 Advance of Bail Bond

Subject to the limits specified in the special conditions, we will arrange for the advance of a bail bond required by the authorities to ensure your release or to prevent any imprisonment.

The said advance will be made available through a lawyer at the location.

You are required to reimburse this advance to us:

- as soon as the bail is returned in the event of acquittal or case dismissal;
- within 15 days following a judicial decision which has become enforceable in the event of conviction;
- in all cases, within a period of 90 days from the date of payment of the advance.

You undertake to reimburse all amounts advanced, in accordance with the procedures defined in Article 8 of this agreement, entitled "General Conditions for Application of Cover."

5.17 Legal Fees

Subject to the limits specified in the special conditions, we will pay the legal fees charged by a lawyer at the site.

Article 6. Exclusions applying to all Covers

The consequences and/or events resulting from the following are excluded and do not qualify for any action on our part, nor can they constitute the object of any indemnity for any reason whatsoever:

- **Misuse of alcohol (reported blood alcohol level exceeding level stipulated under current regulations), the use or taking of medicines, drugs or narcotics not prescribed by a doctor.**
- **A deliberate act or criminal offence on your part.**
- **Participation as a competitor in a competition sport or a rally event leading to a national or international ranking entitlement and organised by a sporting federation for which a permit must be issued, in addition to any training with a view to participating in such competitions**
- **Practice of any sport in a professional capacity.**
- **Participation in competitions or endurance or speed tests and their preparatory trials, using any propelled vehicle on land, water or in the air.**
- **Practice of mountaineering at high altitudes, bobsleigh and skeleton sport events, hunting dangerous animals, air sports or potholing.**
- **Consequences of non-compliance with recognised security regulations related to the practice of any leisure sport activity.**
- **Deliberate non-compliance with regulations of a country visited or the practice of activities not authorised by local authorities.**
- **Official bans, distraint or imprisonment orders issued by the police.**
- **Civil or foreign war, riots or popular movements, lock-outs, strikes, assassination attempts, acts of terrorism or bomb attacks, piracy, storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, splitting of atomic nucleus, explosion of nuclear devices and radioactive effects.**
- **Epidemics, effects of pollution and natural catastrophes, together with their consequences.**

Article 7. Restrictive Conditions Applying to Cover

7.01 Liability

We cannot be held liable

- for any loss of a professional or commercial nature which you may sustain following an event that required our involvement.
- for any consequences of any possible delays, impediments or professional negligence of the service provider contacted.

We cannot act by substituting local or national emergency rescue or search organisations and will not pay for expenses incurred on account of their involvement, except where stipulated to the contrary in the contract.

7.02 Exceptional Circumstances

We undertake to implement all means at our disposal in order to put all covers provided for in this agreement into effect.

However, it is understood and mutually agreed by the parties that our commitment rests upon the obligation to provide means but not to ensure a result, taking into account the context in which we may be required to provide cover.

Therefore, we cannot be held liable for non-implementation or delays brought about by civil or foreign war, irrespective of whether or not such an event has been declared, general mobilisation, conscription of men and requisition of equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strike, riot, popular movement, restriction of the free movement of goods and persons, irrespective of the authority imposing such restrictions, natural cataclysms, the effects of radioactivity, epidemics, any infectious or chemical risk, all cases of force majeure preventing the implementation of the agreement.

Article 8. General Procedural Conditions Applying to Cover

What should you do when you need us?

8.01 For Assistance Covers and Medical Expenses Cover Insurance

(1) Prior Agreement

You must firstly obtain our agreement before undertaking any action and/or incurring any expenses.

This prior agreement is deemed to be in place once you have received a file number which will enable you to benefit from the covers under this agreement and to make claims for reimbursement of expenses you may have incurred.

(2) Implementation of Covers

- We will only become involved within the framework set by national and international regulations;
- You must act in accordance with the solutions we recommend for you;
- Prior to any involvement on the part of our departments, we reserve the right to verify that the event covered actually took place and to examine the grounds for the claim application you have submitted.

(3) Involvement Procedure

In the event of an emergency requiring action on part, any request must be notified directly to AXA Assistance, by dialling the telephone number shown on the email confirming your cover under this agreement.

(4) Issuing of Transport Tickets

If we organise and pay the cost of a transport ticket in the framework of this agreement, you must undertake

- Either agree to transfer to us the right to use the transport ticket initially provided for you;
- Or to return to us any reimbursement you may have received through the tour operator which issued the said transport ticket.

Any repatriation we organise and pay for will be

- Either on the basis of economy class air fare ;
- Or using first class train travel.

(5) Payment of Accommodation Expenses

The payment of accommodation expenses in the framework of this agreement is strictly subject to presentation of an invoice issued by the hotel establishment.

This cover does not provide for any other entitlement whatsoever to claim indemnity for any other temporary accommodation solution.

(6) Reimbursement Procedure for expenses you have incurred within the framework of Assistance Covers

Reimbursement of expenses you have incurred can be carried out only once you have submitted the original documentary proof together with the file number substantiating our prior agreement.

Please send all correspondence to AXA Assistance at the address shown on the email confirming your cover under this agreement.

8.02 Claim notification procedure (for insurance policies)

Except in the case of fortuitous and force majeure events, your policy cover will lapse unless you notify your claim together with all documentary proof **within 5 working days following the date of completion of your journey.**

For any claim notification, you must log on to our web site: www.axa-assistance-claims.com/aerarann

There you will be able to complete and print your claim form directly on the web and/or you will be able to call our team on the phone number given on the web page.

Any invoices and reports will have to be sent to the following address:

AXA Assistance service Airsavings
PO Box 10400
Swords
Co Dublin
Ireland

PLEASE DO NOT FORGET TO SPECIFY YOUR CONTRACT NUMBER AND THE REFERENCE NUMBER OF THE CLAIM WHEN SENDING YOUR DOCUMENT.

- Upon expiry of this time limit, if we sustain any loss on account of your late declaration, you will lose all entitlement to indemnity.
- Any declaration submitted without complying with the provisions applying to the assistance covers, shall result in the loss of all rights to reimbursement.
- If necessary, the file manager reserves the right to arrange for you to undergo a medical examination at his/her own expense and will notify you accordingly by recorded delivery post requiring an acknowledgement of receipt from you.
- **If the case arises, we remain authorised to request additional documentary proof.**

8.03 For the Issue of an Advance

✓ If during your journey abroad, you request that we become involved by issuing an advance for you as provided for under the covers of this agreement, we will be able to act as follows:

- Either issue direct payment for costs incurred,
- Or provide an advance sum in local currency.

The advance is issued only up to the limit for actual expenses incurred, as shown in the special conditions.

- ✓ In order to preserve our subsequent rights, prior to issuing an advance we reserve the right to request that you provide us with a financial guarantee for an equivalent sum;
- ✓
 - either in the form of a debit authority against your bank card ;
 - or an imprint of your bank card ;
 - or by a guarantee cheque;
 - or by a statement of acknowledgement of debt.
- ✓ If our finance department does not debit from the account linked with your bank card the sum corresponding to the advance granted, you will then have up to 30 days (time limit extended to 60 days for reimbursement of any advance granted under the heading of Medical Expenses Abroad) in order to reimburse the sums owed to us.
- ✓ **Upon expiry of this time limit, we reserve the right to implement all appropriate procedures for recovery of the said claimed sum and to increase it by applying the legal rate of interest in force.**

Article 9. Juridical Framework

9.01 Data Processing Law and Freedom of Access

In the framework for the monitoring of the quality of services provided, telephone conversations between beneficiaries and AXA Assistance* departments may be recorded. In accordance with Articles 32, and those following, of Law N°78-17 passed on 6 January 1978, as amended with respect to data processing, files and freedom of access, the beneficiary is hereby advised that all registered data collected at the time of his/her telephone call are essential to ensure the proper implementation of assistance services defined in the general conditions for this cover.

Failure to reply will result in the loss of cover provided for under this agreement.

All information is intended for internal use by AXA Assistance, and also by any persons who may be required to become involved with and who may be responsible for the signing, management and implementation of the contract, subject to the limits applying to their respective attributions.

Therefore, the data may be transferred to another country where the beneficiary is located when submitting a claim.

The beneficiary holds the right to access and amend data concerning him/her and may do so by contacting the Service Juridique (Legal Services Department) of Axa Assistance* at 12 bis boulevard des Frères Voisin – 92130 Issy-les-Moulineaux.

9.02 Subrogation

AXA Assistance is subrogated with respect to the rights and actions pertaining to any individual or legal entity who is a beneficiary of all or part of the insurance and/or assistance covers set out in this agreement, against any third party liable for the event giving rise to the involvement of AXA Assistance, with such subrogation applying up to limits corresponding to all expenses incurred by the latter in fulfilment of this agreement.

9.03 Lapse of the Right to Claim

The right to submit a claim deriving from this agreement is understood to lapse two years from the date of the event giving rise to the claim.

9.04 Settlement of Legal Disputes

Any legal dispute concerning this agreement and which the parties have not been able to settle by amicable agreement will be heard before the competent courts of law in accordance with the conditions set out in Articles L114-1 and L114-2 of the Insurance Code of Practice.