



GENERAL TERMS AND CONDITIONS OF THE ASSOCIATION SUEDOISE DE LA COTE D'AZUR INSURANCE AND ASSISTANCE POLICY No. 0803956

Introduction to your policy

Your "Association Suédoise de la Côte d'Azur" Policy is an insurance policy governed by the French Insurance Code.

Your Policy is taken out with **INTER PARTNER ASSISTANCE** (hereinafter referred to as "**AXA Assistance**"), a *société anonyme* (public limited company) incorporated under Belgian law with share capital of €61,702,613, a non-life insurance company approved by the National Bank of Belgium (0487), registered with the Brussels Trade Register under number 415 591 055, and with registered office at 166 Avenue Louise, 1050 Ixelles, Brussels-Capital, Belgium, **represented by its French branch** registered with the Nanterre Trade and Companies Register under number 316 139 500, with registered office at 6, Rue André Gide 92320, Châtillon, France.

Inter Partner Assistance - French Branch, 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. The commercial practices of its French branch are subject to control by the Autorité de Contrôle Prudenciel et de Résolution (French Prudential Control and Resolution Authority).

Your Policy is distributed by **ASSURANCES SERVICES COURTAGE**, a *société à responsabilité limitée* (limited liability company), registered on the register of insurance intermediaries (www.orias.fr) under number 07 000 785 as a broker and registered with the Antibes Trade and Companies Register under number 419 554 084, with its registered office at 1630 Chemin des Combes, 06600 Antibes, France.

Inter Partner Assistance, an AXA Group company, is listed in the policy under the name "AXA Assistance".

The cover under this Policy applies only to Trips of up to 90 consecutive days.

Advice to travellers

If You belong to the French Social Security scheme, we recommend that You get a European Health Insurance Card or the E101 form available from your Social Security office, so that you can receive Social Security benefits when travelling in the European Union.

PREAMBLE

ARTICLE 1. PURPOSE OF THE POLICY

These General Terms and Conditions set out the terms and conditions for the implementation of the assistance and insurance cover granted to the Beneficiaries of this policy by AXA Assistance **within the limits and under the terms and conditions defined below.**

Your Policy is made up of:

- These General Terms and Conditions detailing the cover, conditions of implementation and limits, as well as how the Policy operates; and
- Special Terms and Conditions, which personalise your Policy with the personal information you provided when taking out the Policy and any changes made during its term.

ARTICLE 2. POLICY EFFECTIVE DATE AND DURATION – COVER EFFECTIVE DATE AND DURATION

2.1 Policy effective date and duration

The Policy is taken out for a period of one (1) year from 1 January to 31 December and is renewed automatically each year, unless terminated in one of the cases provided for in Article 2.4.

2.2 Right to cancel

- **In the event of distance selling of a policy lasting more than one month**

Pursuant to article L112-2-1 of the French Insurance Code, in the event of distance selling, You have a cooling-off period of fourteen (14) full calendar days to cancel your policy, without having to give any reason or pay any penalty, if the policy 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 policy terms and conditions, 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 L112-10 of the French Insurance Code, You are asked to make sure that You are not already covered for one of the risks covered by this new policy. If You are already covered, 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 was taken out to supplement 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 executed;
- You have not made any claims 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.

2.3 Cover effective date

Only Trips of up to 90 consecutive days are covered.

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

- **Assistance cover**

It takes effect on the departure date and automatically stops on the return date indicated on the Trip Registration Form 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 stops on the end date of the stay and, at the latest, 48 hours after that date.

- **Insurance cover**

The "Medical expenses Abroad", "Search and rescue costs", "Baggage", "Delayed baggage" and "Liability" cover take effect on the departure date or the start date of your stay and automatically stops on the return date or end date of the stay indicated on the Trip Registration Form.

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

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

2.4 Termination of the Policy

The Policy is terminated in the following cases:

- If the Policyholder uses his/her right to cancel;
- If the Policyholder terminates it at any time at the end of the first policy year. The request must be sent to Assurances Services Courtage, by registered post with acknowledgement of receipt, at the following address: 1630 Chemin des Combes, 06600 Antibes, France. Termination during month "M" will take effect on the due date of the premium for month "M+1";
- If AXA Assistance terminates the Policy due to non-payment of the premium (in accordance with the provisions of article L113-3 of the French Insurance Code) under the conditions defined in Article 5.2;
- If the Policyholder terminates it as a result of refusing the premium amended under the conditions defined in Article 5.3;
- If the Policyholder dies. The termination then take effect on the date of death;
- In all other cases provided for by the French Insurance Code.

ARTICLE 3. TERRITORY

3.1 Where are You covered?

The cover is provided worldwide **with the exception of the "Liability" cover, which does not cover accidents in Iran, Iraq, Somalia, Afghanistan or North Korea.**

3.2 Qualifying events

Your policy cover applies in the following cases:

- **The personal assistance cover** applies in the event of illness, accident causing bodily injury, death, a request for information or any event likely to justify AXA Assistance's intervention as stipulated in the cover.
- **The legal assistance Abroad cover** applies in the event of a legal difficulty.
- **The Medical Expenses cover** applies in the event of illness or accident causing bodily injury.
- **The Baggage cover** applies in the event of lost, damaged, stolen or delayed Baggage.

ARTICLE 4. DEFINITIONS OF INSURED PERSONS AND BENEFICIARIES

4.1 Who is covered?

Insured Person / Policyholder / You: Any natural person named in the Special Terms and Conditions and who has taken out the Policy. The Policyholder, as defined in the Special Terms and Conditions, undertakes to pay the insurance premium for the cover under this Policy.

Beneficiary: Any natural person named on the Trip Registration Form who undergoes an insured event and receives the assistance or insurance services provided for under the policy.

4.2 Who should You contact if You need to make a claim?

4.2.1 For the assistance cover

To make a claim, contact AXA Assistance by phone on:

+33 (0)1 55 92 27 62

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

This prior approval is confirmed by sending a case number that will allow You to benefit from the cover under this agreement and claim reimbursement of any expenses that You may incur with AXA Assistance's approval.

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 that the request it has received is merited.

(a) Provision of tickets

If AXA Assistance provides and pays for a ticket under this Policy, You undertake to:

- either give AXA Assistance the right to use your original ticket;
- or repay AXA Assistance the reimbursement you receive from the Trip operator that issued this ticket.

Travel organised and paid for by AXA Assistance is:

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

(b) Payment of accommodation expenses

Accommodation expenses paid for under this agreement must be subject to an invoice issued by a hotel.

No compensation will be paid for any other temporary accommodation.

(c) Reimbursement procedure for expenses incurred by the Insured Person under the assistance cover

Expenses incurred by the Insured Person can be reimbursed only upon presentation of original supporting documents accompanied by the case number confirming AXA Assistance's prior approval.

The letter must be sent to:

AXA Assistance
Service Gestion des Règlements (Payments Administration Department)
6, Rue André Gide
92320 Chatillon, France

4.2.2 For the insurance cover

Under penalty of forfeiture, except in the case of exceptional circumstances or force majeure, You must notify AXA Assistance's Payment Administration Department and submit your claim, with all supporting documents, **within five (5) working days of the end of your Trip.**

You can contact AXA Assistance:

- by telephone on +33 (0)1 49 65 25 61
- by fax on +33 (0)1 55 92 40 41
- or by letter sent by registered post with acknowledgement or receipt to:

AXA Assistance
Service Gestion des Assurances Voyages (Travel Insurance Administration Department)
6, Rue André Gide
92320 Chatillon, France

After this deadline, if AXA Assistance suffers any harm due to your late claim, You will lose any right to compensation.

Any claim that does not comply with the provisions of the insurance cover entails forfeiture of any right to reimbursement.

If necessary, the case handler reserves the right to require the Insured Person to undergo a medical examination, at AXA Assistance's expense. Where applicable, AXA Assistance will inform the Insured Person of this by registered post with acknowledgement of receipt.

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

4.2.3 For the provision of an advance

If, during the Trip Abroad, You ask for an advance payment of funds under this Policy cover, AXA Assistance can:

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

Advances are paid only up to actual expenses incurred and up to the limit indicated in the cover.

In order to preserve your subsequent rights, AXA Assistance reserves the right to request, prior to making any advance, a financial guarantee for an equivalent amount:

- by debiting the Insured Person's bank card;
- a card pre-authorisation;
- a deposit cheque;
- or an acknowledgement of the debt.

If the account related to the Insured Person's bank card has not been debited by AXA Assistance for the amount of the advance received, the Insured Person has a period of 30 days (extended to 60 days for the repayment of an advance granted under the "Medical expenses Abroad" cover) to repay AXA Assistance the amount due.

After this deadline, AXA Assistance reserves the right to initiate all valid recovery procedures and to increase the amount claimed by the legal interest rate in force.

4.2.4 Forfeiture of cover

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

ARTICLE 5. PAYMENT OF THE PREMIUM

The Insured Person named in the Special Terms and Conditions undertakes to pay the insurance premium due in consideration for the cover of the Insured Person(s) named in these Special Terms and Conditions.

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

5.1 Payment of the premium

The insurance premium, the amount of which is specified in the Special Terms and Conditions, must be paid when the Policy is taken out and at each renewal.

5.2 Non-payment

If the premium or a premium instalment is not paid within ten (10) calendar days of its due date, a reminder will be sent to the Insured Person 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.

5.3 Premium amendment

AXA Assistance undertakes to inform the Insured Person if the premium is amended. The Insured Person can then refuse this amendment and terminate the Agreement by sending a letter by registered post with acknowledgement of receipt within one (1) month of receiving this notification, the postmark serving as proof.

ARTICLE 6. COVER TABLE

Cover	Upper limits and restrictions
PERSONAL ASSISTANCE COVER	
Medical repatriation	Actual costs
Sending a doctor to the location Abroad	Travel and consultation expenses
Extension of stay	Accommodation expenses €100 per day and per Beneficiary / max. 10 days
Inability to leave the location	Accommodation expenses €100 per day and per Beneficiary / max. 10 days
Visit by a Close Contact	Accommodation expenses €100 per day and per Beneficiary / max. 10 days
Return Home or continuation of Trip after condition has stabilised	Actual costs
Repatriation in the event of death	Cost of coffin: max. €2,500
Presence of a Close Contact in the event of death	Accommodation expenses €100 per day / max. 2 days
Return of minor children who are beneficiaries	Transport costs €100 per day / max. 2 days
Assistance to minors left at Home	Arrangement but not payment of their return Home
Replacement driver	Driver's expenses
Lost or stolen documents or personal effects: advance of funds	Max. €1,500 per Beneficiary
Sending urgent messages	N/A
Sending medicines Abroad	Shipping costs
Early return	Travel costs up to a limit of €10,000 per insured person
LEGAL ASSISTANCE ABROAD COVER	
Advance of bail	Max. €15,000 per Event
Legal fees	Max. €5,000 per Event
MEDICAL EXPENSES ABROAD COVER	
Medical expenses Abroad	
- Advance for expenses	€150,000 per trip and per insured person
Or	- €150,000 per trip and per insured person
- Direct payment	- Emergency dental expenses: €300 - Excess: none
	The medical expenses insurance cover is valid only for Insured Persons that are affiliated to a health insurance fund and/or other personal or group protection insurance scheme covering them for reimbursement of medical and hospitalisation expenses.
INSURANCE COVER	
Lost, stolen or damaged baggage	€2,000 per insured person and per trip and €8,000 per insured person per year €4,000 per couple and per trip and €16,000 per couple per year Excess: €45 per Insured Person 50% of the sum insured 25% of the sum insured
<ul style="list-style-type: none"> Of which valuables Of which items acquired during the trip 	
Delayed baggage	€150 per insured person and per trip
Search and rescue costs	€2,500 per insured person €15,000 per event
Liability	
- Personal liability	See table of upper limits in Article 11.4.4
- Tenant's liability	
- Legal expenses	€20,000 per dispute

PART 2. PRESENTATION OF COVER

ARTICLE 7. DEFINITIONS

Insured Person/Beneficiary

Person referred to in subsection 4.1 "Who is covered?" above.

Serious Bodily Injury

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

- **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.

Medical Authority

Any person with a valid qualification in medicine or surgery in the country where the qualifying event occurs.

Natural Disasters

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

Spouse

This is your actual spouse (married and not legally separated or divorced), your partner (within the meaning of *concubin* in article 515-8 of the French Civil Code) or any person linked to you by a French civil partnership agreement (*Pacte Civil de Solidarité, PACS*).

Serious Property Damage

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

Home

The Insured Person's primary or secondary place of residence. It must be in France.

Medical Team

Team tailored to each particular case and defined by AXA Assistance's coordinating doctor.

Abroad

Any country other than the Beneficiary's Home country.

For the medical expenses Abroad cover, the French Overseas Territories are considered Abroad when the Beneficiary's Home is in France.

Europe - Mediterranean

These are the countries within continental Europe and the countries surrounding the Mediterranean.

France

Mainland France, Principality of Andorra or Monaco and French Overseas Departments.

Excess

Share of the damage that the Insured Person is required to pay in the event of compensation arising as the result of a claim. Excesses can be expressed in days, hours, percentages or as a lump sum.

Hospitalisation

An unplanned, medically prescribed stay of at least 24 hours in a public or private healthcare establishment for the purpose of receiving medical or surgical treatment for a Serious Bodily Injury.

Obligation to Stay at Home

Medically prescribed obligation to remain at Home for more than 5 days following a Serious Bodily Injury.

Maximum per Event

If the cover applies to several Insured Persons who are victims of the same event and appear on the same Trip Registration Form, the Insurer's or AXA Assistance's cover is in any case limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, the compensation is reduced and paid in proportion to the number of victims.

Family Members

The Insured Person's Spouse, his/her ascendants or descendants or those of his/her Spouse, his/her parents-in-law, siblings, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of his/her Spouse.

They must have the same country of residence as the Insured Person, unless stated otherwise in the policy.

Terrorism/Attack

Act that:

- is committed for political, religious, ideological or similar reasons involving the use of violence or the unlawful use of force, or an unlawful act that endangers human life or property;
- is committed by any person or group of persons acting alone or on behalf of any organisation or (de facto or de jure) government or in relation to such governments or organisations,

And which is intended to:

- intimidate, coerce or terrorise a civilian population;
- disrupt any segment of the economy of a government, state or country;
- overturn, influence or affect the conduct of any (de facto or de jure) government through intimidation or coercion;
- affect the conduct of a government through mass destruction, assassination, kidnapping or hostage-taking.

Public Passenger Transport

Service issuing tickets for consideration, delivered by an authorised agent or by the Trip operator who has chartered the transport, whose hours, availability and prices are publicly disseminated.

Close Contact

Any natural person named by the Insured Person or one of his or her assigns and residing in the same country as the Insured Person.

Trip

Stay/package, tour, cruise, rental (including related services invoiced by the Trip operator: internship, ski lift passes and rental of sports equipment), excluding administration fees, visa fees, port and airport taxes and the insurance premium reserved for the operator of the Trip whose dates, destination and cost are shown on the Trip Registration Form.

ARTICLE 8. PERSONAL ASSISTANCE COVER

8.1 Medical repatriation

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

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

If the Insured Party is hospitalised in a medical institution outside the hospital sector of his/her Home, AXA Assistance will arrange and pay for his/her transfer to his/her Home.

Decisions concerning the choice of repatriation destination, place of Hospitalisation, date, need to be accompanied or not, and means used for the repatriation will be made exclusively by the AXA Assistance Medical Team.

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

Repatriation will be to the Insured Person's main or secondary Home in a European Union member state.

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

8.2 Sending a doctor to attend the Insured Person Abroad

If the circumstances so require, AXA Assistance's Medical Team may decide to send a doctor to the Insured Person in order to better assess what to do for his/her repatriation.

AXA Assistance will pay for the travel and consultation expenses of the doctor they assign.

8.3 Additional accommodation expenses

If his/her doctors recommend that the Insured Person should extend his/her stay at the location, AXA Assistance will arrange and pay the additional Accommodation Expenses of the Insured Person and his/her Family Members who are also insured and who will remain with him/her if he/she is unable to leave the location.

The AXA Assistance cover applies until the date the Insured Person is repatriated **but may not exceed the duration or upper limit of cover specified in the Cover Table.**

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

8.4 Inability to leave the location

If the Insured Person is hospitalised at the location on the basis of a decision of the AXA Assistance Medical Team prior to his/her medical repatriation, AXA Assistance will arrange and pay the accommodation expenses (room, breakfast and taxi) incurred on behalf of his/her Family Members, provided they remain with the Insured Person.

The AXA Assistance cover operates until the date the Insured Person is repatriated **but may not exceed the duration or upper limit of cover specified in the Cover Table or the limit for the Hospitalisation period.**

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

8.5 Visit by a Close Contact

If the Insured Person's health does not permit or require his/her repatriation and if his/her Hospitalisation is for more than seven (7) consecutive days (on the first day of Hospitalisation, if his/her condition is considered life-threatening or if the Beneficiary is a minor or is disabled), AXA Assistance will pay for a return ticket for a Family Member or a Close Contact to travel to the location (one ticket for each parent, father and mother, if it is a minor).

AXA Assistance will arrange and pay the accommodation expenses (room, breakfast and taxi) incurred on behalf of this Close Contact.

The AXA Assistance cover may **not exceed either the duration and upper limit of cover specified in the Cover Table or the duration of the Hospitalisation.**

This cover applies only if the Insured Person has no adult Family Member at the location.

This cover cannot be used in combination with the "Inability to leave the location" or "Extension of stay at the location" cover.

8.6 Repatriation in the event of death

AXA Assistance will arrange and pay for the repatriation of the body or ashes of the deceased Insured Person from the place of death to the place of burial in his/her Home country as well as the costs of post-mortem treatment, placement in the coffin and necessary transport arrangements.

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

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

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

8.7 Presence of a Close Contact in the event of death

If a Family Member or Close Contact of the deceased Insured Person needs to be present at the location to identify the body and for repatriation or cremation formalities, AXA Assistance will arrange and pay for a return ticket as well as accommodation expenses (room, breakfast and taxi) incurred on behalf of that person. The AXA Assistance cover applies **up to the duration and daily amount specified in the Cover Table.**

This cover applies only if the Insured Person was travelling alone at the time of his/her death.

8.8 Return of minor children who are Beneficiaries

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

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

AXA Assistance will arrange and pay for the return ticket of this chaperone as well as the accommodation expenses (room, breakfast and taxi) incurred on his/her behalf. **The AXA Assistance cover applies up to the duration and daily amount mentioned in the Cover Table.**

8.9 Return of Beneficiaries

Should the Insured Person be repatriated in the event of Serious Bodily Injury or death, AXA Assistance will arrange and pay for the return Home of the Insured Person's Family Members who were accompanying him/her during the trip, up to four (4) persons.

AXA Assistance will pay for **one-way economy class airline tickets or first-class railway tickets** provided the means initially planned for their return trip cannot be used or changed.

8.10 Medical intervention for a minor child left at home

If, during the trip, a minor child of the Insured Person is ill or injured, AXA Assistance can intervene at the Insured Person's request in the following cases:

When the doctor believes that the health of the Insured Person's child requires hospitalisation, AXA Assistance will look, where possible, for a place in any private or public hospital located within a 100-km radius of the Insured Person's Home.

When medically prescribed, AXA Assistance will arrange for the child to be transported to this hospital, or any other hospital designated by the usual general practitioner. This must be within a 100-km radius of the Insured Person's Home.

The Insured Party will pay these transport costs.

AXA Assistance intervenes at the request of the Insured Person and in agreement with his/her usual general practitioner.

8.11 Replacement driver

In the event of Serious Bodily Injury, if the Insured Person is unable to drive, or following a death, if the vehicle remains at the location, AXA Assistance will arrange and pay for a replacement driver to bring the vehicle back to the Home via the most direct route.

This cover applies only if the following conditions are met:

- The Insured Person was driving the vehicle for his/her trip as the authorised owner or user of the vehicle;
- No other person at the location is authorised to replace him/her;
- The vehicle is immobilised in a country covered by the international motor insurance card system;
- A written authorisation to drive as well as all the vehicle's administrative documents (vehicle registration document, tax disc, valid insurance certificate) must be given to AXA Assistance.

This cover applies if the vehicle:

- is less than five (5) years old;
- meets the rules of national or international highway codes;
- meets the mandatory technical control standards.

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

The costs of tolls, parking, fuel and boat crossings are not covered.

Hotel and food costs remain the responsibility of any passengers that may be brought back with the vehicle.

8.12 Exclusions specific to the medical assistance cover

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

- ✘ **Mild conditions or injuries that can be treated locally and do not prevent the Insured Person from continuing his/her journey;**

- ✘ Convalescence, conditions being treated or not yet stabilised and/or requiring further scheduled treatment;
- ✘ Pre-existing illnesses diagnosed and/or treated unless an unpredictable complication or clear worsening arises;
- ✘ Trips undertaken for diagnostic and/or treatment purposes, medical evaluations, check-ups or preventive screening;
- ✘ Taking part in any aerial, defence or combat sports as an amateur;
- ✘ Consequences of failing to have or the impossibility of having vaccinations.

8.13 Assistance in the event of lost or stolen official papers and means of payment abroad

If the Insured Person's official papers or means of payment are stolen or lost, AXA Assistance can provide the Insured Person with information about the following:

- Procedure for stopping payments and the telephone number for blocking his/her cards;
- Reporting the loss or theft (where to report it);
- Help with getting new papers and means of payment (where to go, required documents, addresses, how long it takes, etc.).

AXA Assistance can also advance funds to enable the Insured Person to buy essential items **up to the per-event limit specified in the Cover Table.**

AXA Assistance will advance the funds if the terms and conditions set out in subsection 4.2.3 "Provision of an advance" are met.

8.14 Sending urgent messages

If the Insured Person is physically unable to send an urgent message, on request, AXA Assistance will send free of charge, by the fastest means, any message that he/she wishes to send to his/her Family Members, his/her Close Contacts or his/her employer. AXA Assistance can also serve as an intermediary in the opposite direction.

The messages remain the responsibility of the Insured Person and are only binding on him/her; AXA Assistance acts only as an intermediary to send them.

8.15 Sending medicines Abroad

If it is impossible to find essential medicines locally, or their equivalents, prescribed before the Insured Person's departure by his/her general practitioner, AXA Assistance will look for them in his/her Home country.

If available, they will be shipped as soon as possible subject to local legal restrictions and available means of transport.

This cover applies for one-off requests. Under no circumstances does it apply to long-term treatments that would require regular shipments or to requests for vaccines.

The cost of the medicines and any customs duties will remain the responsibility of the Insured Person.

The Insured Person undertakes to reimburse the amount of the sums advanced in accordance with the provisions of Article 4.2 "Who should You contact if You need to make a claim?".

8.16 Early return

If an unforeseen event occurs during the Insured Person's Trip which requires him/her to return Home early, AXA Assistance will arrange and pay for one of the following services:

- Either the return journey of the Insured Person and of his/her Family Members who are Beneficiaries, named on the same Trip Registration Form as him/her, or of a single unrelated Beneficiary travelling with him/her and named on the same Trip Registration Form as the Insured Person;
- Or, for the Insured Person alone, the ticket to go Home and the return ticket to the place where he/she is staying.

The following unforeseen events are covered:

- Serious Bodily Injury when the person's condition is considered life-threatening (in the opinion of the AXA Assistance Medical Team) or death:
 - of his/her spouse, ascendants, descendants, brothers, sisters, parents-in-law or a disabled person living under his/her roof and residing in his/her Home country;
 - of the guardian or person looking after his/her children left at Home or his/her professional replacement.
- The unforeseen Hospitalisation of a minor child left at Home;
- The death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece residing in the Insured Person's Home country;
- Serious Property Damage requiring the Insured Person to be present in order to undertake the necessary formalities at the location of:
 - his/her primary or secondary residence in France;
 - his/her farm;
 - his/her business premises.
- An Attack or Natural Disaster occurring within a 100-km radius of the holiday location.

ARTICLE 9. LEGAL ASSISTANCE ABROAD COVER

9.1 Purpose of the cover

If the Insured Person is the subject of legal proceedings Abroad following an unintentional violation of local laws that occurred during private activities, AXA Assistance undertakes to provide the following services for him/her:

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

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

9.2 Advance of bail

AXA Assistance will, after the Insured Person has complied with the terms and conditions set out in subsection 4.2.3 "Provision of an advance", advance the funds for any bail required by the local judicial authorities for the release of the Insured Person or to enable him/her to avoid imprisonment, **up to the limit specified in the Cover Table.**

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

The Insured Party will be required to:

- Designate AXA Assistance directly as the recipient of the funds if the judicial authority decides to reimburse the bond and, if the reimbursement is sent directly to the Insured Person, immediately return the reimbursed amount to AXA Assistance;
- Reimburse the advanced funds within thirty (30) days of the court decision becoming enforceable;
- In any case, reimburse AXA Assistance within sixty (60) days of the date of payment.

9.3 Legal fees

AXA Assistance will pay the fees of a local lawyer **up to the limit specified in the Cover Table.**

ARTICLE 10. MEDICAL EXPENSES ABROAD COVER

10.1 Advance of medical expenses Abroad

If the Insured Person is hospitalised Abroad following a Serious Bodily Injury **and he/she does not belong to any social security scheme or additional health insurance or insurance organisation**, AXA Assistance will advance the medical and surgical expenses prescribed by any medical authority **up to the limit specified in the Cover Table**.

AXA Assistance will advance the medical and surgical expenses **after the Insured Party has complied with the terms and conditions set out in Subsection 4.2.3 "Provision of an advance"**.

If a security deposit is made by debiting a card:

- AXA Assistance will send the card holder a debit authorisation by email;
- Upon receipt of the debit authorisation completed and signed by the cardholder, AXA Assistance will make the debit;
- AXA Assistance will send the holder a confirmation indicating the exact amount debited.

The Insured Person undertakes to reimburse the amount of the sums advanced in accordance with the provisions of Article 4.2 "Who should You contact if You need to make a claim?".

Legal action will be taken if medical expenses are not reimbursed within the specified time frame.

This cover cannot be used in combination with the "Medical expenses Abroad" insurance cover.

10.2 Medical expenses Abroad

This cover applies only if the Insured Person is affiliated to a health insurance fund and/or any other personal or group protection insurance scheme covering him/her for reimbursement of medical and Hospitalisation expenses.

10.2.1 Purpose of the cover

The Insured Person is covered for the reimbursement of his/her medical and/or Hospitalisation expenses incurred Abroad, resulting from a Serious Bodily Injury that occurred and was confirmed Abroad during his/her Trip, for which he/she remains liable after the intervention of the health insurance fund, his/her mutual insurance, and/or any other personal or group protection insurance organisation of which he/she is a beneficiary.

If these paying authorities do not cover the medical and/or Hospitalisation expenses incurred, AXA Assistance will reimburse the Insured Person for these expenses **up to the limit covered**, provided that the Insured Person sends it:

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

Expenses eligible for the benefit: 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 Insured Person's condition.

10.2.2 Conditions and amount of the cover

This cover is valid only under the following conditions:

- The cover applies **only to costs resulting from a Serious Bodily Injury, occurring and confirmed Abroad during the policy's validity period;**
- The cover applies only to costs prescribed by a medical authority and incurred Abroad during the policy's validity period;
- The cover applies only to expenses approved by AXA Assistance's teams and confirmed by a case number sent to the Insured Person or any person acting on his/her behalf, as long as the merits of the request are confirmed;

- In the event of Hospitalisation, except in cases of force majeure, AXA Assistance must be advised of the Hospitalisation within 24 hours of the date mentioned on the Hospitalisation certificate;
- The Insured Party must accept any change of hospital recommended by AXA Assistance;
- In all cases, the doctor assigned by AXA Assistance must be able to visit the Insured Person and have unrestricted access to his/her medical records, in the strictest compliance with ethical rules;
- The cover will automatically stop on the date when AXA Assistance repatriates the Insured Person.

The amount paid by AXA Assistance per Insured Person and per trip will be **up to the amounts specified in the Cover Table.**

In all cases:

- **emergency dental expenses are limited to €300;**
- **a €30 excess** is applicable to each case.

AXA Assistance intervenes only in addition to the benefits of the health insurance fund and/or any other personal or group protection insurance scheme from which the Insured also benefits.

10.2.3 How it works

If You belong to the French Social Security scheme, we recommend that you get a European Health Insurance Card, available from Social Security offices, so that you can receive Social Security benefits when travelling in the European Union.

The Insured Person must send the following information and documents to AXA Assistance:

- The nature, circumstances, date and place of occurrence of the Serious Bodily Injury that necessitated the payment of medical expenses at the 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 actual costs remaining to be paid by him/her;
- In addition, the Insured Person must send the initial medical certificate specifying the nature of the accident or illness and any other certificate that AXA Assistance may request by letter marked "confidential", for the attention of the Medical Director of AXA Assistance.

AXA Assistance will be unable to proceed with the reimbursement if these documents are not provided.

10.2.4 Exclusions specific to the medical expenses Abroad cover

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

- ✘ **Expenses incurred in the Insured Person's Home country;**
- ✘ **Immunisation expenses;**
- ✘ **Expenses for prostheses, dental prosthetics, glasses and contact lenses;**
- ✘ **Costs of cosmetic surgery procedures and treatments not resulting from an accident;**
- ✘ **Costs of stays in convalescent homes and rehabilitation centres;**

✘ **Hyperbaric oxygen therapy chambers, unless otherwise stipulated.**

10.3 Advance of Hospitalisation Abroad expenses

In the event of Hospitalisation, and at the Insured Person's request, AXA Assistance may make an advance on behalf of the Insured Person up to the limits provided for under this cover upon receipt of a "Hospitalisation Expenses Statement" committing the Insured Person to the procedures to be followed.

In order to preserve its subsequent rights, AXA Assistance reserves the right to ask the Insured Person or one of his/her assigns for either a bank card pre-authorisation or a deposit cheque.

Upon receipt of the medical expense invoices sent by AXA Assistance, the Insured Party undertakes to carry out these procedures with its personal protection insurance organisations within fifteen (15) days. **If there is no response from the Insured Person within three (3) months, AXA Assistance will be entitled to demand the reimbursement of the sums advanced plus fees and statutory interest.**

This cover cannot be used in combination with the "Advance of medical expenses Abroad" cover.

ARTICLE 11. INSURANCE COVER

11.1 Lost, stolen or damaged Baggage

11.1.1 Purpose

The Insured Person will be compensated for any material damage resulting from:

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

11.1.2 Specific definitions

Baggage

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

Valuables, precious objects and items acquired during the Trip, as defined below, are classed as Baggage:

Valuables

Cameras and photographic devices and any other equipment for recording or reproducing sound or images and all related accessories, IT and mobile telephone equipment, guns and golf clubs.

Precious objects

Jewellery, watches, furs, precious metal wares, precious and semi-precious stones, and pearls when mounted in jewellery.

Items acquired during the Trip

Souvenirs, objects and personal effects.

11.1.3 Amount of cover

The AXA Assistance cover per Insured Person and per Trip will be **up to the limits specified in the Cover Table.**

Valuables and precious objects are covered **only up to 50% of the insured amount specified in the Cover Table.**

Items acquired during the Trip are covered **only up to 20% of the insured amount specified in the Cover Table.**

11.1.4 Excess

A €30 Excess per Insured Person applies to each case.

11.1.5 Qualifying Events

Cover is available for:

- A.** The loss or destruction of baggage, valuables or items acquired during the Trip, which have been correctly checked in or entrusted to the carrier or entrusted to the tour operator during organised transport and transfers.
- B.** The theft (with forced entry) of baggage or valuables or items acquired during the Trip from any locked and closed vehicle between 7 a.m. and 9 p.m. (local time).
- C.** In cases of theft, the cover applies provided the baggage, the valuables and items acquired during the Trip are either under the Insured Person's direct supervision, in his/her room or placed in a private locker.
- D.** Precious objects are covered only against theft and only when carried by the Insured Person or placed in a safe in his/her room or in the hotel's safe.

11.1.6 How to make a claim

The Insured Person must notify AXA Assistance within five (5) working days of the end of his/her Trip in accordance with the procedure as described in Article 4.2 "Who should You contact if You need to make a claim?" and provide evidence of the value and existence of the baggage and similar objects that have been stolen, lost or damaged.

The claim must contain the following information:

- The Insured Person's full name and address;
- The policy number;
- The agreement number;
- The date, causes and circumstances of the event;
- The original supporting documents.

The Insured Person must also provide:

- In cases of theft, receipt for an official complaint which must have been filed with the local competent authorities within 48 hours of learning of the theft;
- In cases of total or partial destruction, a statement drawn up by any competent authority or the party responsible for the Damage, otherwise by a witness;
- If the carrier or tour operator may be held liable, confirmation of the reservations expressed to the carrier or tour operator, drawn up with them or their representative.

Recovery of lost or stolen baggage

If all or some of the lost or stolen items are recovered at any time, the Insured Person must inform AXA Assistance immediately.

If the items are recovered:

- **Before compensation is paid**, the Insured Person must take back said items. AXA Assistance is only obliged to compensate any damage actually sustained and any costs the Insured Person may have incurred, with AXA Assistance's permission, to recover the items.
- **After compensation has been paid**, the Insured Person will have thirty (30) days from the date of recovery to decide whether to take back all or some of the recovered items or to abandon them. After this time, the items will become the property of AXA Assistance.

If the items are taken back, the compensation will be revised based on the value of the items on the date of recovery, and the Insured Person must return any overpayment that he/she may have received.

If the Insured Person learns that a person is in possession of the lost or stolen goods, he/she must inform AXA Assistance within eight (8) days.

11.1.7 Compensation

Compensation will be paid only to the Insured Person or his/her assigns.

The compensation is calculated:

- based on the replacement value, less wear and tear, if the item is totally destroyed;
- based on the cost of repairs, up to the replacement value, less wear and tear, if the item has only been partially damaged.

11.1.8 Exclusions specific to the cover for baggage and items acquired during the Trip:

The exclusions common to all cover apply. In addition, the following are excluded:

- ✘ Theft of or damage to baggage which occurs at the Insured Person's Home;**
- ✘ Cash, bank notes, securities and financial instruments of any kind, tickets, documents, business documents, magnetic cards, credit cards, passports and other identity documents;**
- ✘ Professional equipment;**
- ✘ Perfumes, perishable goods, 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;**
- ✘ 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;**
- ✘ Car radios;**
- ✘ Paintings, works of art, craft objects, antiques and musical instruments;**
- ✘ CDs, video games and their accessories;**
- ✘ All sporting equipment except guns and golf clubs;**
- ✘ 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;**
- ✘ Baggage stolen or destroyed whilst left unattended in a public place or in premises accessible to multiple occupants;**
- ✘ Destruction due to an inherent defect, normal or natural wear and tear, or damage caused by rodents, insects or vermin;**
- ✘ Destruction caused by temperature or light, leaking fluids, fats, 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.**

11.2 Delayed Baggage

11.2.1 Purpose

The cover provides compensation if the Insured Person's baggage is not delivered to the destination airport or station or if it is returned more than twenty-four (24) hours late, provided it was correctly checked in and entrusted to the carrier to arrive at the same time as the Insured Person.

11.2.2 Amount of cover

The Insured Person will be compensated for any essential purchases (change of clothes, toiletries).

The AXA Assistance cover per Insured Person and per Trip will be **up to the amount specified in the Cover Table regardless of the number of delays recorded. Under no circumstances does this cover apply to Baggage delayed during the return trip.**

11.2.3 How to make a claim

The Insured Person must immediately report that his/her baggage has been delayed to any competent person from the transport company and notify AXA Assistance within five (5) working days of the end of his/her Trip in accordance with the procedure as described in Article 4.2 "Who should You contact if You need to make a claim?".

The claim must contain the following information:

- The Insured Party's full name and address;
- The policy number;
- The agreement number;
- The claim made to the carrier;
- Original receipts for any essential purchases;
- The original "baggage irregularity report" issued by the relevant baggage handling service;
- The original confirmation of delivery.

11.2.4 Exclusions specific to the delayed baggage cover

The exclusions common to all cover apply. In addition, the following are excluded:

- ✗ **Seizure, embargo, confiscation, capture, destruction or sequester ordered by any public authority;**
- ✗ **Reimbursement of essential purchases made more than four (4) days after the official arrival time as stated on the ticket, or purchased after the baggage was actually delivered by the carrier;**
- ✗ **Delays during the Insured Person's journey Home, including during any transport connections.**

11.3 Search and rescue costs

11.3.1 Purpose of the cover

The Insured Person is covered for the reimbursement of search and rescue costs required by the intervention, in a private or public area, of teams belonging to properly approved companies using any means, including a helicopter, to locate him/her and evacuate him/her to the nearest suitable location.

The cover applies in addition to any other similar cover that the Insured Person may have taken out and after that cover has been used up.

11.3.2 Direct payment of search and rescue costs

AXA Assistance may pay these costs directly on behalf of the Insured Person to the rescue agencies **up to the limit specified in the Cover Table.**

11.3.3 Amount of cover and limit

The amount of cover is **restricted to the limit specified in the Cover Table.**

11.3.4 How to make a claim

The Insured Person or any person acting on his/her behalf must notify AXA Assistance within five (5) working days of the end of his/her Trip in accordance with the procedure as described in Article 4.2 "Who should You contact if You need to make a claim?".

The claim must contain the following information:

- The Insured Person's full name and address;
- The agreement number;
- The date, causes and circumstances of the event;
- The original supporting documents.

11.3.5 Specific exclusions to the cover for search and rescue costs

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

- ✗ **Search and rescue costs resulting from a failure to observe the safety rules issued by the site operators and/or the regulations governing the activity undertaken by the Insured Person;**
- ✗ **Search and rescue costs incurred by taking part in a professional sport, expedition or competition.**

11.4 **Liability insurance**

11.4.1 Liability cover in France and Abroad

- 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 consequential 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, provided that the fact giving rise to the damage occurred during the Trip and during the policy's validity period.

- 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.

11.4.2 Tenant's liability cover in France and Abroad

- Purpose of the cover

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

- property covered by a rental agreement;

- movable property inside furnished, rented housing and listed in the inventory appended to the rental agreement.

With regard to:

- the owner of the holiday rental property:
 - for property damage caused to the building and the furniture in the rented premises;
 - for rent of which he/she is deprived and the loss of use of the rented property;
 - for property damage suffered by other tenants that he/she is required to compensate.
- Neighbours and third parties:
 - for property damage and consequential 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.

11.4.3 Legal expenses

- Purpose of the cover

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

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

- 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.**

11.4.4 Limit of cover

Compensation may not exceed the limits defined below:

	Limit per Claim	Excess
Personal liability: all damage combined:	€4,500,000 incl. VAT	
• Of which bodily injury outside the USA/Canada	€4,500,000 incl. VAT	
• Of which bodily injury in the USA/Canada	€1,000,000 incl. VAT	
• Of which property damage and consequential losses	€45,000 incl. VAT	€150
Tenant's liability: all damage combined:		
• Of which damage caused to buildings and movable property covered by a rental agreement	€500,000 incl. VAT	€500
• Of which damage caused to movable property listed in the inventory attached to the rental agreement	€10,000 incl. VAT	€500
Legal expenses	€20,000 per Dispute with an intervention threshold of €380	

11.4.5 How the cover is applied over time

Please see Appendix 1 "How the Liability cover applies over time"

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

11.4.6 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 deemed acknowledgement of liability.

11.4.7 How to make a claim

The Insured Person must submit the claim to AXA Assistance **within ten (10) working days** of becoming aware of it, at:

AXA Assistance
6, Rue André Gide
92320 Chatillon, France

The claim must contain the following information:

- The full name and address of the person responsible for the event, 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 result in the forfeiture of this cover if such non-compliance causes harm to AXA Assistance.

11.4.8 Specific instructions in the event of Legal Expenses Abroad

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

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.

11.4.9 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 may decide to appoint a conciliator, by mutual agreement or, failing that, have one appointed by the court within whose jurisdiction the victim's Home lies. 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 initiate litigation proceedings 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**.

11.4.10 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 salaried 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 him/her;**
- ✘ **Damage resulting from theft, disappearance or misappropriation;**
- ✘ **Damage resulting from a breach of trust, slander or defamation;**
- ✘ **Damage caused by:**
 - ✘ **any land motor vehicle that meets the definition of article L211-1 of the French Insurance Code,**
 - ✘ **any land vehicle built to be hitched to a powered land vehicle,**
 - ✘ **any air, maritime or river craft;**
- ✘ **Damage resulting from hunting, all mechanical sports (cars, motorcycles and more generally any powered land vehicle) and all air sports;**
- ✘ **Damage caused to third parties resulting from the organisation, preparation or participation in a competition organised on behalf of a sports federation, subject to administrative authorisation or a legal insurance obligation;**
- ✘ **Damage caused during the Insured Person's professional activity or during his/her participation in an activity organised by an association formed under the Law of 1901, 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 claim.**

Finally, claims occurring in Iraq, Somalia, Afghanistan, Syria and North Korea are excluded.

ARTICLE 12. EXCLUSIONS COMMON TO ALL COVER

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

- ✘ **Alcohol abuse (blood alcohol level higher than the legal limit), the use or absorption of medicines, drugs or narcotics not prescribed by a doctor;**
- ✘ **Damage caused by deliberate action or wilful negligence of the Beneficiary;**
- ✘ **Competing in a competition sport or rally entitling the Insured Person to a national or international ranking, organised by a sports federation, for which a licence is issued, or training for such competitions;**
- ✘ **Taking part as a professional in any sport;**
- ✘ **Taking part in competitions or in endurance or speed events and their preparatory practice sessions aboard any land, water or air craft or vehicle;**
- ✘ **Taking part in mountaineering, bobsledding, skeleton or speleology;**
- ✘ **Taking part in aerial sports;**
- ✘ **Hunting dangerous animals;**

- ✘ Wilful failure to comply with the regulations of the visited country or engaging in activities not permitted by the local authorities;
- ✘ Taking part as a professional in any sport and, as an amateur, in aerial, defence or combat sport;
- ✘ Failure to comply with the acknowledged safety rules related to any leisure sport activity;
- ✘ Effects of nuclear radiation;
- ✘ Damage caused by any explosives held by the Beneficiary;
- ✘ Official bans, seizures or restrictions by law enforcement authorities;
- ✘ Civil or foreign war, riots or civil unrest, lockouts, strikes, attacks, acts of terrorism or piracy unless contractually stipulated otherwise in the Early return cover;
- ✘ Storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, the consequences of nuclear fission;
- ✘ Epidemics, effects of pollution and natural disasters, as well as their consequences, unless contractually stipulated otherwise in the Early return cover.

The following are not paid for or reimbursed:

- ✘ 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;
- ✘ Expenses incurred by the Insured Person to have official documents issued;
- ✘ Any intervention initiated and/or organised at state or inter-state level by any governmental or non-governmental authority or institution.

PART 3. RESTRICTIONS

ARTICLE 13. PENALTY IN THE EVENT OF MISREPRESENTATION

13.1 Misrepresentation of risk components

Any non-disclosure or misrepresentation concerning risk components known to the Insured Person exposes him/her to the penalties provided by the French Insurance Code, namely: reduction of compensation or nullity of the Policy (articles L113-8 and L113-9 of the French Insurance Code).

13.2 Misrepresentation of claim components

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

ARTICLE 14. LIMITATION OF LIABILITY

AXA Assistance's commitment is based on a best-efforts obligation and not an obligation to achieve a result.

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.

ARTICLE 15. 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, epidemics, any infectious or chemical risk or any force majeure.

PART 4. LEGAL FRAMEWORK

ARTICLE 16. PERSONAL DATA PROTECTION

As data controller, the information concerning the Insured Persons is collected, used and retained by AXA Assistance for the purposes of taking out, signing, managing and executing this Policy, in accordance with the provisions of personal data protection regulations and in accordance with its personal data protection policy as published on its website.

Thus, over the course of its activities, AXA Assistance may:

- (a)** use the information about the Insured Person or the Beneficiaries of the cover, in order to provide the services described in this Policy. By using AXA Assistance's services, the Insured Person consents to AXA Assistance using his/her data for this purpose;
- (b)** send the Insured Person's personal data and the data relating to his/her Policy to AXA Group entities, AXA Assistance's service providers, AXA Assistance's personnel, and any persons likely to be involved within the limits of their respective responsibilities, in order to manage the Insured Person's claim file, provide him/her with the benefits due to him/her under his/her Policy, make payments, and send such data in cases where required or permitted by law;
- (c)** listen to and/or record the Insured Persons' telephone calls for the purpose of improving and monitoring the quality of the services provided;
- (d)** conduct statistical and actuarial studies and customer satisfaction analysis to better tailor its products to market needs;
- (e)** obtain and retain any relevant and appropriate photographic documents of the Insured Person's property, in order to provide the services offered under his/her assistance policy and to confirm his/her request;
- (f)** conduct quality surveys (in the form of questions to be answered or surveys) related to AXA Assistance's services and other customer service communications; and
- (g)** use the personal data as part of anti-fraud processing; such processing may, where appropriate, lead to inclusion on a list of persons presenting a fraud risk.

AXA Assistance is subject to the legal obligations arising primarily from the French Monetary and Financial Code in relation to the fight against money laundering and the financing of terrorism and, as such, AXA Assistance implements a policy monitoring process that may lead to the production of a suspicious transaction report in accordance with the relevant legal provisions.

The data collected may be sent to other AXA Group companies or to a third-party partner, including for commercial prospecting purposes. If the Insured Person does not want his/her data to be sent to AXA Group companies or to a third party for commercial prospecting purposes, he/she can refuse this by writing to the:

Délégué à la Protection des Données (Data Protection Officer)

AXA Assistance

6, Rue André Gide

92320 Chatillon, France

Email: dpo.axapartnersfrance@axa-assistance.com

Some recipients of this data are located outside the European Union, and in particular the following: AXA Business Services in India and AXA Assistance Maroc Services in Morocco.

AXA Assistance will seek the Insured Person's consent for any use of his/her personal data for other purposes or where required by law. The Insured Person can revoke his/her consent at any time.

By taking out this policy and using its services, the Insured Person acknowledges that AXA Assistance can use his/her personal data and consents to AXA Assistance using the sensitive data described above. If the Insured Person provides AXA Assistance with information about third parties, he/she hereby undertakes to inform said parties of the use of their data as defined above and in the privacy policy available on the AXA Assistance website (see below).

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

If the Insured Person wants to know what information about him/her is held by AXA Assistance, or if he/she has other requests concerning the use of his/her data, he/she may write to the following address:

Délégué à la Protection des Données (Data Protection Officer)

AXA Assistance

6, Rue André Gide

92320 Chatillon, France

Email: dpo.axapartnersfrance@axa-assistance.com

Our full privacy policy is available at axa-assistance.fr or in printed form upon request.

ARTICLE 17. SUBROGATION

Unless otherwise stipulated, AXA Assistance is subrogated to the rights and actions of any natural person 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 agreement.

ARTICLE 18. 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.

ARTICLE 19. LIMITATION PERIOD

In accordance with article L114-1 of the French Insurance code, all actions arising from this Policy are subject to a limitation period of two (2) years from the date of the proximate cause.

This period will run only:

- in the event of non-disclosure, omission, or false or inaccurate statement in respect of the risk incurred, from the day when the insurer learned of it;

- in the event of a loss, from the day when the affected parties learned of it, if they prove that they were unaware of it until then.

When the Beneficiary's action against AXA Assistance or the Insurer is due to the recourse of a third party, the limitation period will run from the day when this third party started court proceedings against the Insured Person or was compensated by the Insured Person.

The limitation period is extended to ten (10) years for insurance policies against accidents affecting persons, when the Beneficiaries are the assigns of the deceased Insured Person.

In accordance with article L114-2 of the French Insurance Code, the limitation period is interrupted by any of the ordinary causes of interruption listed below:

- Any legal action, even in summary proceedings, or even brought before a court without jurisdiction;
- Any enforcement or precautionary measure taken under the French Code of Civil Enforcement Procedures;
- Any acknowledgement by the insurer of the Insured Person's right to cover, or any acknowledgement of debt owed by the Insured Person to the insurer;
- Any use of mediation or conciliation;
- When the party is unable to act as a result of an impediment resulting from the law, the agreement or force majeure.

The limitation period is also interrupted by:

- the appointment of experts following a claim;
- a registered letter with acknowledgement of receipt being sent by the insurer to the Insured Person regarding a legal action for payment of the premium or by the Insured Person to the insurer regarding payment of the compensation.

In accordance with article L114-3 of the French Insurance Code, the parties to the insurance policy may not, even by joint agreement, change the duration of the limitation period or add causes for suspending or interrupting it.

ARTICLE 20. COMPLAINTS AND MEDIATION

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

AXA Assistance - Service Gestion Relation Clientèle (Customer Relationship Management Department)
6, Rue André Gide, 92320 Chatillon, France

or via the website, through the "Contact" section: www.axa-assistance.fr/contact

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 may 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 at www.mediation-assurance.org.

There is no charge for this recourse. The Ombudsman's opinion is non-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.

ARTICLE 21. APPLICABLE LAW AND COMPETENT COURT

The Policy has been translated from the original Policy drawn up in French. In the event of a discrepancy between the two versions, the French version will prevail. The law applicable to the Policy for its interpretation and execution 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.

ARTICLE 22. SUPERVISORY AUTHORITY

As an insurance company incorporated under Belgian law, Inter Partner Assistance (AXA Assistance) 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).

The French branch of Inter Partner Assistance is subject to the control of the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR – French prudential control and resolution authority), located at 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

Appendix 1: HOW THE "LIABILITY" COVER

APPLIES OVER TIME

Appendix to article A112 of the French Insurance Code

Warning

This information sheet is provided pursuant to article L112-2 of the French Insurance Code.

It 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 may be subject to 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 (5) years.

If your policy exclusively covers your personal liability, please see section I below. Otherwise, please see sections I and II below.

I - The policy covers your Personal Liability

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

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.

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 "personal" liability, the cover is triggered on a "claims occurring" basis (see section 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 insured event 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 handle 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 of Insurer

If you have changed Insurers and if a loss – the harmful event of which occurred before you took out your new policy – is subject to 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. Please see the standard cases below:

3.1. The former 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 former and the new cover have a "claims made" trigger.

Your former Insurer will have to handle 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 former 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 handle 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 handle claims relating to damage resulting from this harmful event.

3.4. The former 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 handle the claims. Your former Insurer is not responsible if the claim is sent to the Insured Person 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 handle the claim.

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

A single harmful event can cause multiple damages that occur or become known at different times. Several claims can then be sent successively by the various third parties concerned. In this case, it is considered to be a single loss. As a result, the same Insurer handles 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 handle 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.