

COMPREHENSIVE

Policy no. AX2018161

YOU REQUIRE ASSISTANCE DURING YOUR STAY

AXA ASSISTANCE Assistance Centre is open 24 hours a day:

Tel.: +33 1 70 77 04 16

**In the event of an incident during your stay it is imperative to contact
AXA ASSISTANCE Assistance Centre before any intervention.**

**A reference number will be allocated, which is the sole basis on which payments can be
made for interventions**

To make Travel Accident and Traveller Civil Liability claims

You must contact AXA ASSISTANCE

+33 1 70 77 04 16

***To make your Cancellation, Missed Departure and Return,
Luggage, Transport Delay, Curtailed Trip,
Replacement Trip insurance claims***

Visit our website :

www.gestion.presenceassistance.com

- Complete the field "number of your travel file" with the reference number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your reference number and all the documents which must be supplied.
- AXA Assistance reserves the right, if applicable, to request additional documentation in order to assess the reality of the loss and the value of the compensation payment. AXA Assistance also reserves the right to require the Insured to undergo a medical inspection; the costs of such inspection would be payable by AXA Assistance. The request will be sent to the Insured by registered letter with acknowledgement of receipt.

***Through this website you will be able to send us your documentation and monitor the
progress of your application in real time.***

TABLE OF COVER

Trip Cancellation Costs

Reimbursement of cancellation costs invoiced by your travel organiser	Maximum cover	Excess
A/ CANCELLATION OF TRIP FROM 0 TO €10,000 PER PERSON		
<ul style="list-style-type: none"> ➤ Cancellation due to serious illness, serious bodily accident or death of the insured, a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or ascendant or descendant as far as the 2nd degree who are not travelling. 	€50,000 per person/ €135,000 per event	€50 per person
<ul style="list-style-type: none"> ➤ Cancellation for Any Reason, Except: cancellation for any other reason and/or any other person than those stipulated above 		20% of the value of the loss with a minimum of €100 per person
B/ TRIPS OVER €10,000, UP TO €50,000 PER PERSON		
<ul style="list-style-type: none"> ➤ For all covered reasons for cancellation and for all covered persons 		20% of the value of the loss with a minimum of €500 per person

Missed departure; Missed return

	Maximum cover	Excess
Maximum compensation payment in the event of missed departure or return	Maximum compensation payment: €1,000 per person/ €10,000 per event	No excess

Luggage

	Maximum cover	Excess
Insured capital		
A/ On presentation of documentary evidence	A/ €2,000 per person/ €10,000 per event	A/ €45 per file
Or		
B/ Without presentation of documentary evidence	B/ €150 flat-rate per person/ €750 per event	B/ No excess
Maximum compensation in the event of an established theft of valuable objects	€500 per person	€50 per person
Maximum compensation in the event of an established theft of personal objects	€1,000 per person	€50 per person
Proven expenditure for basic necessities in the event of late delivery		
A/ On presentation of purchase documentation Or	A/ €300 per person	24 hours
B/ Without presentation of purchase documentation	B/ €50 flat-rate per person	
Costs of reissuing identity documents	€200 per person	No excess

Repatriation assistance

	Maximum cover	Excess
Medical repatriation	Actual costs	
Extended stay at the hotel	€150 per night, up to a maximum of 10 nights	
Extended stay in the hotel of a close friend or relative of the insured	€150 per night, up to a maximum of 10 nights	
Presence of a close friend or relative if hospitalised for more than 7 days	Return ticket €150 per night, up to a maximum of 10 nights	
Costs of repatriation of the body in the event of death	Actual costs	
Funeral costs	€2,500 per person	
Return of members of the family in the event of death of the insured	One-way return ticket	
Early return	One-way return ticket	
Medical costs abroad	€150,000 per person €1,000,000 per event	€150 per person (medical costs only)
Reimbursement of emergency dental care	€150 per person	
Assistance for minor children	Return ticket	
Emergency, search and rescue costs	€4,500 per person €8,000 per event	
Advance of funds	€1,500 per person	
Despatch of medicines	Search and despatch	
Transmission of urgent messages	Actual costs	
Legal assistance	€5,000 per person	
Criminal deposit advance	€10,000 per person	
Maximum per event of the repatriation assistance cover	€1,500,000	

Curtailed Trip

	Maximum cover	Excess
Reimbursement pro rata	€10,000 per person/ €100,000 per event	No excess

Replacement Trip

	Maximum cover	Excess
Maximum reimbursement for replacement trip	€2,500 per person/ €25,000 per event	No excess

Travel Accident

	Maximum cover	Excess
Insured capital	€15,000 per person/ €150,000 per event	Incapacity less than or equal to 10%

Passenger Civil Liability

	Maximum cover	Excess
Bodily injury	€4,600,000 per event	€80 per file
Tangible and/or intangible loss	€46,000 per event	

Transport Delay

	Maximum cover	Excess
Following a delayed arrival of the aircraft, train or boat of over 4 hours	€150 per journey and per person/€1,000 per event	4 hours

Satisfaction guarantee

	Guarantee cap	Excess
Compensation in case of a service that is not compliant with the leasing contract signed with Cool Sailing, such as options not provided, breakdown, major bad weather	Variable compensation based on the compensation provided on the spot by Cool Sailing and its representatives Under no circumstance can the compensation exceed 20% of the lease amount,	No excess
Late boarding due to late arrival of the boat	€200 per lease and per half- day of delay, from a minimum of 6 hours onwards with respect to the handover time of the boat scheduled in the Cool Sailing contract	6 hours

GENERAL PROVISIONS

INSURER'S CONTACT DETAILS

Cover under the Contract (except for financial failure cover) is provided by the Irish branch of the company **Inter Partner Assistance SA**, a joint-stock company under Belgian law with capital of 11,702,613 Euros, an insurance company approved by Banque Nationale de Belgique as number 0487, registered in Brussels Legal Entities Register as number 415 591 055, having its registered office at 166 boite, 1 Avenue Louise, 1050, Brussels, Belgium.

Inter Partner Assistance, the Irish branch of Inter Partner Assistance SA, is located at 10/11 Mary Street, Dublin 1, Ireland (registration number 906006), and undertakes its activity under the authority of the Central Bank of Ireland. In its capacity of

insurance company under Belgian law, Inter Partner Assistance is subject to the prudential control of Banque Nationale de Belgique (Boulevard de Berlaimont 14, 1000 Brussels, Belgium, VAT BE 0203.201.340 – RPM Bruxelles – www.bnb.be).

Some elements of the cover under the Contract, in particular data processing and protection, are provided by **AXA Travel Insurance** (registration number 426087), located at 10/11 Mary Street, Dublin 1, Ireland.

All these companies belong to the AXA Assistance Group.

All **requests for assistance** must be made to AXA ASSISTANCE Assistance Centre at the following telephone number: +33 1 7077 0416.

Claims must be made on the site of the online declaration service-provider PRESENCE ASSISTANCE TOURISME at the following address: www.gestion.presenceassistance.com

DEFINITIONS AND FIELD OF APPLICATION:

Terms in the Contract which are not defined under the Contract, whether used in the singular or in the plural, shall have the following meanings:

Accident: Every non-intentional bodily injury of the victim originating from the sudden action of an external cause.

Serious Accident: Every non-intentional bodily injury of the victim originating from the sudden and unforeseeable action of an external cause, recorded by a doctor and involving cessation of all professional or other activities, and preventing them from undertaking any movement by their own means.

Act of War: an act having the same characteristics as an act of terrorism, but perpetrated in relation with an international conflict.

Act of Terrorism: an act involving violence or the threat of violence or deliberate attacks on the life or integrity of persons or the environment which imperil human health or health of animals or the natural environment, when it is committed intentionally in relation with an individual or collective action intended to seriously disturb public order by intimidation or terror, pursuant to articles L.421-1 and following of the French Criminal Code, and qualified as acts of terrorism by the French Foreign Affairs Ministry or Ministry of the Interior.

Insured: The insured person or persons, residing in the European Union and Norway.

Insurer: The company providing the Contract's cover, namely:

- the company **Inter Partner Assistance SA**, through its Irish branch, located at 10/11 Mary Street, Dublin 1, Ireland (registration number 906006), under the authority of the Central Bank of Ireland. Inter Partner Assistance is a branch of Inter Partner Assistance SA, a Belgian company, located at 166 boite, 1 Avenue Louise, 1050, Brussels, under the authority of Banque Nationale de Belgique.
- the company **AXA Travel Insurance** (company number 426087), located at 10/11 Mary Street, Dublin 1, Ireland, for certain elements of the Contract's cover (data processing and protection).

All these companies belong to the AXA Assistance Group.

Attack: All acts of violence, constituting a criminal or illegal attack, made against persons and/or property in the country in which the Insured is staying, intended to cause serious public disorder. This Attack must be identified by the French Foreign Ministry.

Luggage: The Insured's bag or suitcase, together with all items in their luggage, except for Personal Objects, Precious Objects, clothing items worn by the Insured and items mentioned in the "exclusions" paragraph of "luggage" section.

Natural Catastrophe: Abnormal intensity of a natural agent not caused by human intervention.

AXA ASSISTANCE Assistance Centre: the assistance service provided by Axa Assistance.

Contract: the insurance policy consisting of the present general and special provisions, and the Special Terms if applicable. The special provisions take precedence over the general provisions.

Domicile: The principal and habitual place of residence of the Insured located in a European country. In the event of a dispute the tax address shall be considered to be the Domicile.

Bodily Injury: Accidental bodily injury caused to Third Parties;

Tangible and/or Intangible Loss: Accidental damage or destruction of a material good, and all financial losses resulting from deprivation of enjoyment of a right.

Inhabited DOM-ROM, COM and Communities with unique statuses: Guadeloupe, Martinique, French Guiana, Réunion, French Polynesia, Saint Martin, Saint Barthelemy, New Caledonia.

Term of Cover: The cover is valid for the duration of the Trip mentioned in the sale contract or the invoice of purchase of the Trip, up to a maximum of 90 consecutive days, subject to any express clause to the contrary.

Riot: popular uprising which results in violence during a tense situation.

Europe: Albania, Germany, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic, Ukraine, Vatican (Holy See).

Event: Any event leading to prejudicial consequences, which may lead to the application of one or more forms of cover under

the Contract.

Funeral Costs: Costs of first preservation, handling, sealing of the coffin, specific arrangements for transport, preservation care made mandatory by legislation, preparation costs and cost of a simple model of coffin, required for transport and pursuant to the local legislation, **excluding costs of burial and ceremony.**

Search Costs: Costs of operations undertaken by rescuers and rescue organisations, other than the persons with whom the Insured is travelling, who are travelling for the special purpose of searching for the Insured in a location without any organised or nearby means of rescue.

Emergency/Rescue Costs: Transport costs after an Accident (when the Insured has been located) from the location where the Accident occurs to the closest hospital.

Medical Costs: Pharmaceutical, surgical and consultation costs and costs of hospitalisation prescribed medically, required for diagnosis and treatment of a sickness.

Transport Costs: Transport tickets issued by a regular or charter transport company or means of transport chartered specially for the return of the Insured. Bus transfers between an airport and the place where the Insured is staying are not covered.

Excess: Value which is payable by the Insured in the event of a Loss.

Strike: Collective action consisting of a concerted stoppage of work by the employees of a company, an economic sector or a professional category seeking to further claims.

Hospitalisation: a stay of more than 48 consecutive hours in a public or private hospital establishment

Illness: Any impairment of health or any bodily injury recorded by a doctor.

Serious Illness: Any impairment of health recorded by a doctor, implying cessation of all professional or other activities, and requiring appropriate care.

Family Members: Spouse or common-law partner, ascendants or descendants as far as the 2nd degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law of the Insured.

Objects Purchased during a Trip: All objects purchased during the Term of the Cover of the Contract.

Personal Objects: Camera, video recorder, PDA, portable games console, multimedia players, laptop. Only personal objects purchased less than 3 years previously will be covered.

Precious Objects: Jewels, watches, furs.

Pollution: Degradation of the environment by the introduction into air, water or soil of material which is not naturally present in the environment.

Loss: Occurrence of an Event stipulated in the Contract. All claims relating to a single Loss constitute a single, unique Event.

Policy-holder: The organisation or legal entity or natural person, domiciled in France or in the DOM ROM [French Overseas *Départements* and Regions], COM [French Overseas Communities] and Communities with unique statuses, which signed this Contract.

Family Rate: applies to all subscriptions for at least 3 persons, up to a maximum of 6 persons, from the same family, defined as follows: Parents and fiscally dependent children, or in place of parents, grandparents and grandchildren. All participants who must be included in the same registration form or the same service invoice of the organiser of the trip. Groups and GIRs (Joined Individuals Groups) cannot enjoy this rate.

Organised Group Rate: applies to all subscriptions of at least 3 persons and at most 9 persons (whether or not related to one another) included in the same registration form or the same service invoice of the travel organiser. Groups and GIRs (Joined Individuals Groups) cannot enjoy this rate.

Territorial Coverage: Whole world.

Third Party: All natural persons or legal entities, excluding the Policy-Holder, the Insured, Members of the Insured's Family and persons accompanying them and their employees.

Obsolescence: Depreciation of an asset resulting from wear and tear and the passage of time. This reduction is deducted from the compensation sum.

Established Theft: A theft committed by a Third Party, with violence or involving a break-in, approved and recorded as such by a competent authority.

Trip: Transport and trip covered by the Contract.

SUBSCRIPTION PERIOD

To be valid the present contract must without fail be signed at the same time as the trip is reserved. As an exception to this, the present contract may be signed within 7 days of the purchase of the trip, but in this case a 10-day claims waiting period shall be applied from the signature date.

However, if the trip cancellation is due to a modification or cancellation of paid leave by the employer, or to the theft of identity documents, the loss will be covered only if the purchase is **SIMULTANEOUS** with purchase of the trip.

LIMITATION OF THE INSURER'S UNDERTAKING

The actions which **the Insurer** undertakes are performed in full compliance with national and international laws and regulations. They are therefore dependent on the necessary authorisations being obtained from the competent authorities.

The Insurer cannot be held liable for delays or difficulties in performing the agreed services in the event of Strikes, riots, popular movements, restriction of free circulation, sabotage, attacks, civil or foreign war, effect of radiation or any other accidental case or case of force majeure.

Services not requested during the course of the Trip or not organised by **the Insurer** do not give entitlement to any compensating indemnity.

The Insurer shall decide on the nature of the travel tickets given to the Insured, according firstly to the possibilities provided by carriers, and secondly the duration of the journey.

GENERAL EXCLUSIONS

The Insurer's cover cannot be invoked in the following cases:

- **Consumption of drugs, any narcotic substances mentioned in the Public Health Code, or medicines or treatments not prescribed by a doctor;**
- **Consequences of traffic accidents caused by the Insured when the latter is under the influence of alcohol, characterised by the presence of a blood alcohol level higher than the maximum rate authorised by the regulations in force in the country where the accident occurred;**
- **The consequences of alcoholic states, intentional deeds or wilful misconduct;**
- **Deliberate failure by the Insured to observe the laws and regulations in force of the State where the trip was taken;**
- **Suicide or attempted suicide of the Insured, self-mutilation;**
- **Participation in betting, crimes, brawls (except in the case of legitimate defence);**
- **Damage intentionally caused by the insured, on their orders or with their complicity or assistance;**
- **Handling or possession of weapons of war or arms, including those used for hunting;**
- **All cases of force majeure making performance of the Contract impossible, in particular prohibitions decided by the authorities of the country of departure, transfer or destination;**
- **Civil or foreign war, riots, popular movements, Strikes, acts of terrorism or sabotage;**
- **Accident resulting from any nuclear fuels, radioactive products or waste, from all devices intended to irradiate or explode through modification of the atomic core, and their decontamination, whether in the country of departure, transfer or destination;**
- **Situations involving a high risk of infection in a context of an epidemic, where quarantine or specific preventive or surveillance measures are applied by the local and/or national health authorities of the country of origin;**
- **Earthquake, volcanic eruption, tidal wave, flood or natural disaster, except pursuant to the provisions resulting from law No. 86-600 of 13 July 1982 relating to compensation of victims of Natural Catastrophes;**
- **Damage constituting harm done to the environment incurred by the natural elements such as air, water, soil, fauna, flora, use of which is common to all, together with prejudices of an aesthetic nature or losses of amenity relating to them;**
- **Accidents resulting from the practice of sports by the Insured in the context of an official competition organised by a sporting federation, for which a licence is issued, and training for the purpose of the competitions;**
- **Mountain climbing above 3000 metres, bobsleigh, hunting of dangerous animals, aerial sports, skeleton, potholing and skiing off-piste, solitary navigation and/or navigation more than 60 miles from coasts;**
- **Political problem leading to a risk for personal safety;**
- **Driving of any vehicles if the Insured does not have the corresponding permit, licence or certificate;**
- **Foreseeable event;**
- **Negligent deed by the Insured.**

OTHER INSURANCE POLICIES DECLARATION

In application of Article L. 121-4 of the Insurance Code, the Policy-holder undertakes to inform **the Insurer** of cover held by them or from which the Insured benefits for the same risk through other insurers. When several insurance policies are contracted without fraud or deceit each of them has effect within the contractual cover limits.

If the Insured proves that they have prior cover for one of the risks covered by the Contract, they shall, pursuant to article L. 112-10 of the Insurance Code, be able to renounce the Contract within 14 calendar days of its signature. The Insured shall consequently be repaid any premiums they have paid to **the Insurer**, without costs or penalties, except in the event of a Loss occurring before the right of renunciation is exercised. Before signing the Contract **the Insurer** has given the Insured a document requesting them to check that they do not already have cover against one of the risks covered by the Contract, and informing them of the option of renunciation.

SANCTIONS

Whether in respect of declarations to be made on signature of the Contract, or of any which must be made during the term of the Contract, any non-disclosure or intentional false declaration, and any omission or inaccurate declaration shall lead to the application, as applicable, to the provisions of articles L.113-8 (nullity of the contract) and L. 113-9 of the Insurance Code (proportional reduction of the compensation sum).

EXPERT APPRAISAL

Damage to covered property is assessed by mutual agreement or, if this cannot be reached, by means of amicable appraisal, subject to the parties' respective rights. Each party shall choose an expert; if the experts appointed in this manner are not in agreement they shall appoint a third expert; the three experts shall work jointly on the basis of a majority of votes.

Should one of the parties fail to appoint its expert, or should the two experts fail to agree to the choice of the third, the appointment shall be made by the judicial authority with jurisdiction. This appointment is made on request signed by both parties, or by one of them, where the other party has been convoked by registered letter.

Each party shall pay the costs and fees of its expert; the fees of the expert third party and the costs of their appointment, if applicable, shall be paid on an equal basis by **the Insurer** and the Insured.

RECOURSE AGAINST LIABLE THIRD PARTIES

An Insurer who has paid the insurance compensation payment is subrogated, on the terms of article L.121-12 of the Insurance Code, up to the value of this compensation sum, to the rights and actions of the Insured against the Third Party which, by its actions, have caused the damage.

However, this subrogation shall not apply to flat-rate compensation sums guaranteed in the event of death or permanent incapacity of the Insured.

COMPLAINT AND MEDIATION

In the event of a complaint concerning application of Cancellation, Missed Departure and Return, Luggage, Transport Delay, Curtailed Trip or Replacement Trip cover the Insured can contact:

Présence Assistance Tourisme

TSA 16666

92308 LEVALLOIS PERRET Cédex, FRANCE

Tel.: +33 (0) 1 55 90 47 51

In the event of a complaint concerning application of Repatriation Assistance, Travel Accident or Traveller Civil Liability cover the Insured can contact:

AXA Assistance

ATI France

C/Tarragona No. 161

0814 Barcelona, España

If a disagreement persists they can appeal to the Mediator, which is an independent legal entity:

La Médiation de l'Assurance

TSA 50110

75426 PARIS Cedex 09

This means of recourse is free of charge. The Mediator's opinion is not binding, and gives the Insured complete freedom to submit the matter to the French court with jurisdiction, if applicable.

For more information the Insured can visit the website: <http://www.mediation-assurance.org>.

PERIOD OF LIMITATION

Pursuant to article L. 114-1 of the Insurance Code, all actions deriving from the Contract are subject to limitation 2 years after the Event which gave rise to them.

This period commences:

- In the event of non-disclosure, omission, or false or inaccurate declaration concerning the risk incurred, only on the date when it came to **the insurer's** attention;
- If a Loss occurs, only on the date on which it came to the attention of the interested parties, if they prove that they were unaware of it before this time.

When the cause of the Insured's action against **the insurer** is a third-party action, the period of limitation commences only on the date on which this third party has brought a legal action against the Insured or has been compensated by the latter.

The period of limitation is increased to 10 years in insurance contracts covering against accidents causing personal injury, when the beneficiaries are the assigns of the deceased Insured.

Pursuant to article L. 114-2 of the Insurance Code, the period of limitation is interrupted by one of the ordinary causes of interruption of the period of limitation listed hereinafter:

- all statements of claim, even on the basis of summary proceedings, or even brought before a court without jurisdiction;

- any specific performance measure, or any protective measure taken in application of the Civil Procedures Enforcement Code;
- any recognition by **the insurer** of the Insured's right to cover, or any recognition of a debt of the Insured payable to **the insurer**;
- any use of mediation or conciliation procedures;
- when the party is unable to act following a difficulty resulting from the law, from the agreement or from force majeure.

The period of limitation is also interrupted by:

- the appointment of experts following a Loss;
- despatch of a registered letter with acknowledgement of receipt sent by **the insurer** to the Insured relating to the action for payment of the premium, or by the Insured to **the insurer** relating to payment of the compensation payment.

Pursuant to article L. 114-3 of the Insurance Code, the parties to the insurance contract may not, even in the event of a joint agreement, either amend the period of limitation, or add causes of suspension or interruption of it.

DATA PROTECTION

Details of you, your insurance cover under this policy and claims will be held by us (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- use of sensitive information about the health or vulnerability of you or others involved in your assistance guarantees, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,
- disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and
- sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements we have entered into with the receiving parties provide a similar level of protection of personal data

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by AXA Travel Insurance Limited, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
AXA Travel Insurance Limited
106-108 Station Road
Redhill
RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at: www.axa-assistance.com/en.privacypolicy
Alternatively, a hard copy is available from us on request.

APPLICABLE LAW

The Contract is subject to French law.

SPECIAL PROVISIONS

TRIP CANCELLATION COSTS

ARTICLE 1 - NATURE OF THE COVER

The Insurer shall reimburse the cancellation costs billed by the organiser of the Trip in application of its General Sales Terms when this cancellation, notified **BEFORE THE DEPARTURE**, follows the occurrence, after the insurance policy has been signed, of one of the following events which prevents the Insured from undertaking the planned Trip:

A/ The Insurer intervenes in the event of a Serious Illness or Accident of the Insured or of a Member of the Insured's Family, established by a medical authority, preventing them from undertaking the planned Trip.

The Insurer intervenes in the event of the death of the Insured or of a Member of the Insured's Family.

B/ Cover is also operative for the Insured if their departure or the exercise of the activities planned during their trip are prevented by an Event which is unforeseeable on the date when the Contract is signed, independent of the Insured's will, and proof of which can be shown, minus the values of the Excesses stated in the Table of Cover.

However, cover is operative, for the following causes, only on the conditions described precisely below:

- A refusal of a tourist visa by the authorities of the country of your Trip, provided the steps have been taken by the Insured within a sufficient period, have enabled them to adopt a position prior to their departure, and provided they have provided all the documentation requested by the administrative authorities of this country.
- Convocation of the Insured by an authority on a date occurring during the planned Trip, provided it is imperative and unforeseen, and cannot be postponed.
- Convocation of the Insured to an educational or university exam on a date occurring during the Trip, provided this convocation was not known when the Contract was signed.
- Modification of the date of leave granted in writing by the Insured's employer before their signed up for the Trip.
- Obtaining a paid employment or remunerated traineeship by the Insured, taking effect before or during the planned dates for the Trip, while the insured was registered as unemployed, and provided this is not a case of prolongation or renewal of the contract.
- Professional transfer, not for disciplinary reasons, provided it obliges the Insured to move home during the period of the Trip or within one month preceding the Trip, and provided the transfer was not known when the contract was signed.
- Hospitalisation (for at least 2 days), or death of the Insured's domestic pet, provided this occurs within the 3 days preceding the Insured's departure, and providing the Insured produces proof of ownership of the animal (veterinary health booklet, vaccination booklet, tattoo booklet, etc.).
- Separation of the couple of the Insured by divorce, request for dissolution of a PACS [Civil Partnership] and cessation of manifest cohabitation, provided proof of divorce or of the requests for dissolution of the PACS is presented, or any documents proving cessation of cohabitation.

Cancellation cover does not cover circumstances where it is not possible to leave for reasons relating to material organisation of the trip by the organiser, or to the accommodation or safety conditions of the destination.

A/ and B/ CANCELLATION OF PERSONS ACCOMPANYING THE INSURED

As a consequence of your cancellation **the Insurer** shall also reimburse the costs of cancellation of all persons due to accompany the Insured (up to a maximum of 9 persons), registered at the same time as the Insured, and insured under this same Contract, when the reason for the cancellation is one of the causes listed above. However, if they wish to participate in the Trip the additional single hotel costs or single cabin costs shall be paid only if the cancellation file is repaid by **the Insurer**, and if the value of the compensation payment is less than or equal to the value of the cancellation costs payable on the date of occurrence of the Loss, minus the Excess.

If, for a covered Event, the Insured prefers to be replaced by another person rather than cancel their Trip, **the Insurer** shall pay the costs of the change of name invoiced by the supplier (tour operator or airline). The value of this compensation payment cannot be higher than the value of the cancellation costs payable on the date of occurrence of the Loss.

ARTICLE 2 - EFFECTIVE DATE OF THE COVER

Provided the insured has previously paid the corresponding premium the cover takes effect on signature of the present contract, and expires at the time of departure in the place of convocation stipulated by the organiser of the trip, or when the keys are transferred in the case of a lease.

ARTICLE 3 - LIMITATION OF COVER

The compensation payment due under the present cover cannot exceed the actual value of the penalties invoiced, up to the maximum limit of the table determined in the table of cover following the cancellation of the trip.

Administrative costs, the insurance premium, charges repayable to the travel agency or to the insured by the carrier or any collection agency, and visa costs, are not reimbursable.

ARTICLE 4 - EXCESS

In all cases **the Insurer** shall compensate the Insured after deducting an Excess the value of which is specified in the Table of Cover (in the event of a rental stay a single excess shall be deducted regardless of the number of occupants).

ARTICLE 5 - EXCLUSIONS

All Events not included in ARTICLE 1 - NATURE OF THE COVER are excluded.

In addition to the exclusions set out in the General Provisions, cancellations resulting from the following are not covered:

- **Sickness or Accident which began, or for which a relapse, aggravation or period of hospitalisation occurred, in the month preceding registration for the Trip;**
- **All Events occurring between the date of registration for the Trip and the date on which the Contract is signed;**
- **Death of a Third Party which is not insured under the Contract when the death occurs more than 30 days before the departure;**
- **Consequences of situations involving a high risk of infection in a context of an epidemic, where quarantine or specific preventive or surveillance measures are applied by the local and/or national health authorities;**
- **An atypical pneumopathy or severe acute respiratory syndrome (SARS), avian flu or A-H1N1 flu, together with all pandemics or epidemics acknowledged by national or international health organisations;**
- **All circumstances which are detrimental merely in terms of amenity of the Insured's Trip;**
- **The mere fact that the French Ministry of Foreign Affairs recommends not travelling to the destination of the Trip;**
- **All Events for which the tour operator could be held liable in application of articles L.211-1 and following of the Tourism Code;**
- **Belated application for a visa from the competent authorities, non-compliance of the identity document required for the Trip;**
- **A psychological mental or depressive illness without hospitalisation, or leading to hospitalisation for less than 3 days.**

ARTICLE 6 - OBLIGATIONS IN THE EVENT OF A LOSS

The Insured or their beneficiaries must:

- **Inform** the company from which the Insured purchased their service when the Loss occurs. If the Insured cancels belatedly, **PRESENCE ASSISTANCE TOURISME** can pay only for the costs of cancellation payable on the date of occurrence of the Event,
- **Inform PRESENCE ASSISTANCE TOURISME** in writing when the Loss occurs, and at the latest within **5 working days**. After this time the Insured will forfeit all rights to compensation if their delay has caused a prejudice to the Insurer,
- **Send PRESENCE ASSISTANCE TOURISME** all documents required to open the file to prove that the claim is justified and to prove its value.

Unless **the Insurer's** consulting doctor is sent the medical information required for the investigation the case cannot be managed.

It is expressly agreed that the Insured accepts in advance the principle of a check-up by **the Insurer's** consulting doctor.

Consequently, if the Insured objects to this without a legitimate reason they shall lose all entitlement to the cover

PRESENCE ASSISTANCE TOURISME reserves the right to be given the transport ticket initially provided and not used, or a copy of the reimbursement made by the air **Insurer**.

MISSED DEPARTURE; MISSED RETURN

ARTICLE 1 - NATURE OF THE COVER

MISSED DEPARTURE

If an unforeseeable Event independent of the will of the Insured, which can be proven, prevents use of the transport stipulated by the organiser of the Trip to travel to the destination, **The Insurer** shall repay, up to the maximum determined in the cover limits table, the price of the ticket which you have been obliged to purchase to reach your destination (if your initial transport

ticket cannot be modified) within 24 H or by the first available flight.

The value of the payment made can under no circumstances be higher than that which cancellation would cause.

MISSED RETURN

If, following an event which is unforeseeable and independent of your will, and which can be proven, you miss a connection on your return journey (different airline or carrier for both sections), we shall reimburse to you the cost of purchasing a new ticket to enable you to reach the final destination shown in your sales contract.

For a given Trip the insured can be covered by the missed departure and missed return cover. However, the reimbursement will be limited for both these forms of cover to the maximum value given in the Table of Cover.

ARTICLE 2 – EFFECTIVE DATE OF THE COVER

The missed departure cover takes effect on the date of departure given in the sale contract, and expires at boarding or embarkation for the final destination (on the outward journey).

The missed return cover takes effect on the date of return given in the sale contract, and expires as soon as you board or embark to make the last connecting journey stipulated in the sale contract.

ARTICLE 3 - EXCLUSIONS

All events not included in article 1 "nature of the cover" are excluded.

In addition to the exclusions stipulated in the General Provisions we cannot intervene:

- **In the event of a strike of the carrier**
- **To reimburse a transport ticket which is not covered and which is not included in the agency's registration invoice**
- **To reimburse services other than a transport ticket**
- **In the case of the missed return cover: for the return journey without connection or the return on a journey with connection, provided by the same transport company or two companies having signed an airline alliance agreement.**

ARTICLE 4 - OBLIGATIONS IN THE EVENT OF A LOSS

The Insured or their beneficiaries must:

- **Inform PRESENCE ASSISTANCE TOURISME** in writing when the Loss occurs, and at the latest within **5 working days**. After this time the Insured will forfeit all rights to compensation if their delay has caused a prejudice to **the Insurer**.
- **Send PRESENCE ASSISTANCE TOURISME** all documents required to open the file and to prove that the claim is justified and to prove the value of the claim.

REPATRIATION ASSISTANCE

ARTICLE 1 - ILLNESS OR BODILY INJURY

The Insurer's medical team shall contact the treating doctor in the location and/or the family doctor, in order to intervene on the terms most appropriate for the condition of the Insured.

The Insurer's medical team shall organise transport of the Insured to the medical centre closest to their Domicile or a transfer to a better equipped or more specialised hospital complex.

Depending on the seriousness of the condition, only **the Insurer's** medical team is authorised to decide on repatriation, the choice of the means of transport and the place of hospitalisation.

The Insurer shall repatriate the Insured to their Domicile if they are in a condition to leave the medical complex.

If justified by the Insured's condition, **the Insurer** shall organise and pay for a journey of a person in the location to enable them to accompany them.

If the Insured's condition does not justify hospitalisation or repatriation, and if the Insured cannot return on the initially scheduled date, **the Insurer** shall pay for the costs actually incurred to extend the stay in the hotel, and for those of a person staying at their bedside, on the basis of documentation, excluding costs of meals, until the Insured is repatriated. The duration of this cover cannot exceed a number of nights stated in the Table of Cover. The maximum value paid per night and per person is stated in the Table of Cover.

When permitted by the Insured's condition **the Insurer** shall organise and pay for their return, and also for that of the person who has remained with them.

If the Insured is hospitalised, and if their condition does not justify or prevent repatriation or immediate return, **the Insurer** shall organise the stay in the hotel of the person designated by the Insured who is already in the location, and who is staying at their bedside. **The Insurer** shall pay for any unexpected costs actually incurred until repatriation of the Insured, on the basis of documentation, excluding costs of meals, up to the maximum value covered per night as stated in the Table of Cover. The duration of this cover cannot exceed a number of nights stated in the Table of Cover.

The Insurer shall pay for the return of this person if they cannot use the initially planned means.

If the period of hospitalisation in the location exceeds 7 days, and if no-one stays at the Insured's bedside, **the Insurer** shall give a return ticket to a person designated by the Insured, in order for them to join them, departing from Europe only, and shall organise this person's stay in the hotel, on the basis of documentation, excluding costs of meals. The maximum value paid per night is stated in the Table of Cover. The duration of this cover cannot exceed a number of nights stated in the Table of Cover. When permitted by the Insured's condition **the Insurer** shall organise and pay for the Insured's return, and also for that of the person who has remained with them.

If the condition of the Insured's health does not enable them to take care of their minor children, and if no major member of the Insured's family is accompanying them, **the Insurer** shall organise the travel of a person designated by the Insured to return them to the Insured's Domicile.

ARTICLE 2 - IN CASE OF DEATH

The Insurer shall organise and pay for transport of the body from the location where the coffin is sealed as far as the place of burial in Europe.

Funeral Costs shall be paid up to the value stated in the Table of Cover.

The Insurer shall organise and pay for, as far as the place of burial, the return of the Members of the Insured's Family who are participating in the same Trip and who are covered by this same Contract.

ARTICLE 3 - OTHER FORMS OF PERSONAL ASSISTANCE

Early return:

- If the Insured is obliged to interrupt their Trip due to: Death of a Member of the Insured's Family, of the person with responsibility for custody of their minor or disabled children, or of their professional replacement,
- Hospitalisation due to a Serious Illness or Serious Accident of their spouse or common-law partner, of the ascendants and descendants in the first degree who have remained in the Insured's country of origin, which is life-threatening, after medical assessment has been sent by the treating doctor to AXA ASSISTANCE's Assistance Centre,
- Occurrence of serious fire damage, explosion, theft or damage caused by forces of nature in the Insured's primary or secondary residence, or in their professional premises, requiring absolutely that they be present in situ.

The Insurer shall organise and pay for the return of the Insured to their Domicile. Time permitting, and if the Insured's presence is required to continue the Trip, **the Insurer** shall organise and pay for the return of the Insured as far as a location where they can rejoin the participants in the Trip.

Repatriation or transport of the other Insured:

If, following the Insured's repatriation, the companions insured by the same Contract wish to be repatriated, **the Insurer** shall organise and pay for the return, **up to a maximum of 4 persons**.

Medical Costs:

IMPORTANT: Travellers travelling to a country in the European Economic Area or Switzerland must bring the European Health Insurance Card with them.

After intervention by the Social Security and any other insurance benefits organisation, **the Insurer** shall repay to the Insured Medical Costs incurred outside the country of residence of the Insured, up to the value of the sums stated in the Table of Cover.

The Insurer shall in all cases compensate the Insured after deduction of an Excess, the value of which is specified in the Table of Cover.

No advance of Medical Costs excluding hospitalisation shall be made for any sum of less than €500.

Advance on hospitalisation costs abroad:

If the Insured is outside their country of residence and unable to pay their Medical Costs following hospitalisation due to an Illness or Accident having occurred during the Term of the Cover, **the Insurer** can, at the Insured's request, make them an advance on the following combined conditions:

- **the Insurer's** doctors must judge, after obtaining information from the local doctor, that it is impossible to repatriate the Insured immediately to their country of residence,
- the care for the advance is to be made must be prescribed in agreement with the **the Insured's** doctors.
- **the Insured or any person authorised by them must undertake formally, by signing a specific document, provided by the Insurer when the present service is offered:**
 - ❖ **to take the steps to pay the costs to the insurance organisations (Social Security, top-up insurance company) within a period of 15 days from the date of despatch of the items required for these steps by the Insurer,**
 - ❖ **to repay to the Insurer the sums received on this basis from the insurance organisations within a week of receiving these sums.**

Only costs not covered by the insurance organisations shall remain payable by the Insurer, up to the limit of the payment sum stipulated for the "Medical Costs" service,

The Insured must send the Insurer the declaration of refusal of cover issued by these insurance organisations within a week of its receipt.

If the Insured has not taken the steps to pay the insurance organisations within the deadline, or if the Insured has not sent the Insurer the declaration of refusal of cover issued by these insurance organisations within the deadline, the Insured will not be able to claim the benefit of the "Medical Costs" service and will have to repay all the hospitalisation costs advanced by the Insurer which will, if applicable, use all relevant recovery procedures, the costs of which shall be borne by the beneficiary.

This cover shall cease from the date on which **the Insurer is able to repatriate the Insured, or the date of the return of the Insured to their country of origin.**

Illness or Accident of a minor or disabled child of the Insured who has remained in the country of their Domicile:

If during the Insured's Trip a minor or disabled child of the Insured who has remained in the country of their Domicile is ill or suffers an accident, **the Insurer** shall offer to organise the transport of the person with responsibility for their custody to the hospital complex most able to provide the care required by their condition, provided that the Insured has given prior, written authorisation to this effect.

The Insurer shall return the Insured's child to their Domicile, and shall keep the Insured informed of their condition, if the Insured has left a travel address.

If the Insured's presence is essential **the Insurer** shall organise their return.

Emergency costs, including Search and Rescue:

The Insurer shall pay for Search, Rescue and Emergency Costs up to the value per person and per Event stated in the Table of Cover, costs of operations organised by civil or military rescuers or public or private specialist organisations implemented following the disappearance of the Insured, or in the event of an Accident.

Despatch of medicines:

The Insurer shall pay for all measures to search for and despatch medicines which are essential to continue an on-going treatment, in the eventuality that the Insured no longer has these medicines and is unable to procure them in the location, or to obtain their equivalent. The costs of these medicines shall be borne by the Insured.

Transmission of important and urgent messages:

The Insurer shall take responsibility for sending the messages which are addressed to the Insured when they cannot be reached directly.

Similarly, **the Insurer** can communicate to a Member of the Insured's Family, following a call by them, a message which the Insured has left for them. Messages are sent under the sole liability of their author, who must be identified.

Legal assistance:

The Insurer shall pay, up to the value stated in the Table of Cover, the fees of officers of the court whose services the Insured may be obliged to use freely if an action were to be brought against the Insured, provided that the accusations are not subject to a criminal sanction under the legislation of the country where the Insured is located.

This cover is not operative in relation to events relating to the Insured's professional activity, or the guard and/or use of a motor vehicle.

Criminal deposit advance:

If, in the event of an offence against the legislation of the country where the Insured is located, the latter is obliged by the authorities to pay a criminal deposit, **the Insurer** shall make an advance of this sum up to the value stated in the Table of Cover, provided that the Insured gives a guarantee to repay the advanced sums. Service costs may be added to each advance.

ARTICLE 4 - LIMITATION OF THE INSURER'S UNDERTAKING

Actions which **the Insurer** undertakes are performed in full compliance with national and international laws and regulations. They are therefore dependent on the necessary authorisations being obtained from the competent authorities.

If the Insured refuses to follow the decisions taken by the Insurer's medical service, they shall release the Insurer from all liability in relation to the consequences of such an initiative, and the Insured shall lose all rights to benefits or compensation.

The Insurer may under no circumstances replace the local emergency assistance organisations, **nor pay for the costs thus incurred.**

The Insurer cannot be held liable for delays or difficulties in performing the agreed services in the event of Strikes, riots, popular movements, restriction of free circulation, sabotage, terrorism, civil or foreign war, effect of radiation or any other accidental case or case of force majeure.

Services not requested during the course of the Trip or not organised by **the Insurer** do not give entitlement to any compensating indemnity.

The Insurer shall decide on the nature of the ticketing made available to the Insured on the basis: firstly, of the possibilities provided by carriers; secondly, of the duration of the journey.

Cover takes effect on the date of departure, and expires on the date of the return, for the duration stated in the Trip registration

form, **but may not exceed 90 days.**

The Insurer's maximum undertaking in the event of a Loss is determined in the Table of Cover.

ARTICLE 5 – COVER EXCLUSIONS

In addition to the exclusions stipulated in the General Provisions, the Insurer's cover is not operative in the following cases:

- **Atypical pneumopathy or severe acute respiratory syndrome (SARS), avian flu or A-H1N1 flu, together with all pandemics or epidemics acknowledged by national or international health organisations;**
- **Losses caused by a Natural Catastrophe;**
- **Damage constituting harm done to the environment incurred by the natural elements such as air, water, soil, fauna, flora, use of which is common to all, together with prejudices of an aesthetic nature or losses of amenity relating to them;**
- **periods of convalescence, infections undergoing treatment which have not yet been stabilised and/or which require further scheduled care;**
- **The consequences of Serious Accidents which occurred before the date on which the Insured's cover became operative;**
- **Psychological, mental or depressive illnesses;**
- **Minor ailments or injuries which can be treated locally and/or which do not prevent the Insured from continuing the Trip;**
- **Costs of spa, slimming or rejuvenation therapies, and of all comfort cures or cosmetic therapies, costs of physiotherapy, vaccination, prostheses, devices, spectacles or contact lenses, or implants;**
- **Losses relating to a state of pregnancy from the 32nd week;**
- **Trips made for the purpose of diagnosis and/or treatment;**
- **Costs incurred after the return from the Trip or the expiry of the cover;**
- **Costs incurred without the Insurer's agreement;**
- **Telephone costs other than those for calls sent to AXA ASSISTANCE Assistance Centre;**
- **Taxi costs incurred without the Insurer's agreement;**
- **Consequences of pregnancies: delivery, Caesarean delivery, care for the newborn, abortion;**
- **Pre-existing illnesses or injuries diagnosed and/or treated having led to a period of hospitalisation within the period of 6 months preceding the Trip;**
- **Costs arising from care or treatment not resulting from a medical emergency;**
- **Costs arising from care or treatments the therapeutic character of which is not recognised by French legislation.**

ARTICLE 6 - OBLIGATIONS IN THE EVENT OF A LOSS

To request assistance:

At the time of the Event, to receive the cover defined above, prior to any intervention it is essential to contact AXA ASSISTANCE Assistance Centre. A reference number will be issued, which is the sole basis on which payments can be made for interventions AXA ASSISTANCE Assistance Centre is open **24 hours a day**, seven days a week at **+33 1 7077 0416**.

The Insured must give the number of their Contract, the nature of the requested assistance, and the address and telephone number where they can be reached. The Insured must also allow the doctors authorised by the Insurer access to all medical information relating to the person in question.

To request a refund the Insured must:

- **Inform** the Insurer without fail within **5 working days. After this time the Insured will forfeit all rights to compensation if their delay has caused a prejudice to the Insurer,**
- **Attach to their declaration:**
 - their insurance contract number and their reference number attributed by AXA ASSISTANCE Assistance Centre,
 - the detailed medical certificate, stating the precise nature and date of occurrence of the Illness,
 - the death certificate, if applicable,
 - the detailed Social Security accounts and detailed accounts of all other insurance benefits organisations, accompanied by photocopies of the Medical Costs notes,
 - all documents required to investigate the file at the Insurer's request, and without delay.

Unless the Insurer's consulting doctor is sent the medical information required for the investigation the case cannot be managed.

When the Insurer has paid for the transport of the Insured the latter must return their initially scheduled, unused return ticket to it.

LUGGAGE

ARTICLE 1 - NATURE OF THE COVER

The Insurer covers your luggage throughout the whole world, **excluding your principal or secondary residence**, during the period of the trip stated on your sale contract, up to a maximum of 90 consecutive days, up to the value of the capital sum determined in the table of cover, against:

- Theft
- Total or partial destruction, including damage caused by the forces of nature
- Loss only in transit by a regularly authorised transport company.

If you are not able to supply the documentary evidence of purchase of the objects which were stolen, lost or damaged, you will be able to be allocated a flat-rate sum stipulated in the cover limits table.

ARTICLE 2 - EXTENSIONS OF COVER

The Company also covers:

- If the Insured's Luggage is not given to them in the destination airport (on the outward journey) and if it is returned to them with a delay of more than 24 hours, the Insurer shall reimburse to them, on presentation of documentary evidence, purchases made to mitigate the fact that they are without their Luggage in the place of stay, up to a maximum value of the sum stated in the Table of Cover.

If the Insured is not able to provide the documentary proof of purchase, they shall be allocated a flat-rate sum stipulated in the Cover Limits Table.

The cover expires when the Insured's Luggage has been returned to them.

This compensation cannot be combined with the contract loss or theft cover.

- Costs of renewing passports, an identity card or driving licence stolen in the course of their journey or trip, up to the value stated in the table of cover, provided that the insured has made a complaint immediately to the closest police authorities, and has made a declaration against receipt to the French Embassy or to the closest Consulate.

ARTICLE 3 - LIMITATION OF COVER

Precious objects and **personal objects** are covered ONLY against **established theft**, recorded by the competent authorities of the country in question (police, gendarmerie, transport company, purser, etc.), provided they are kept on the insured's person, taken with the insured in an item of luggage which is not given to a carrier, or left in a locked hotel room or flat, and ONLY in the country of stay.

If the Insured uses a private car risks of theft are covered, provided the Luggage and Personal Objects are contained in the boot of the locked vehicle, and cannot be seen. Only theft by means of break-in is covered. If the vehicle is parked on the public highway cover is effective only between 7 AM and 10 PM. Theft of Precious Objects from a private car is not covered.

In all cases **the Insurer's** maximum undertaking is limited to the value stated in the table of cover.

ARTICLE 2 - EFFECTIVE DATE OF THE COVER

The cover takes effect on registration of the insured's luggage by the carrier, or on transfer of the keys in the case of a lease. It expires at the return when the luggage is recovered definitively by the insured from the carrier, or on return of the keys in the case of a lease.

ARTICLE 5 - CALCULATION OF THE COMPENSATION

The compensation is calculated on the basis of the replacement value on the date of the loss, minus an allowance for wear and tear, without application of the proportional rule stipulated by the Insurance Code (L 121-5).

The cover sums cannot be combined with any which may be provided by the transport company.

ARTICLE 6 - EXCESS

The Insurer shall in all cases compensate the insured after deduction of an excess for each person, the value of which is specified in the table of cover.

ARTICLE 7 - EXCLUSIONS

In addition to the exclusions set out in the General Provisions, the following are not covered:

- **Goods, consumables, cash, credit cards, memory cards, transport tickets, non-portable computer equipment, telephone equipment, documents of all kinds, pens, lighters, documents recorded on tape or films, paper documents and assets of all kinds, collections and equipment of a professional nature, keys,**

bicycles, trailers, caravans and, generally, transport devices, spectacles, binoculars, contact lenses, prostheses and devices of all kinds, medical equipment, medicines, perishable foods, and all effects confiscated by customs and not returned to the insured;

- Theft of Luggage, Precious Objects or Personal Objects of the Insured following omissions or negligent actions by them, i.e. after leaving their Luggage without supervision, after leaving their Luggage visible from the outside of their vehicle and/or without having fully closed and locked the vehicle entrances;
- Theft of Personal Objects or Precious Objects contained in the Luggage and given to a transport company;
- Loss or damage of Personal or Precious Objects, whatever the circumstances of the Loss;
- Theft committed without break-in, or with use of false keys;
- Theft of the Insured's Luggage from a vehicle between sunset and sunrise, or from a convertible vehicle;
- Indirect losses, such as loss of use and fines;
- Confiscation or destruction by the authorities (customs, police);
- Damage resulting from an inherent flaw of the insured good, from its normal and natural wear and tear;
- Loss (except by a transport company in the case of Luggage only), oversight or exchange;
- Sporting equipment of all kinds;
- Thefts in camp sites;
- Burns, water damage or damage due to the flowing of liquids or fats or colouring or corrosive matter contained in the insured Luggage.

ARTICLE 8 - OBLIGATIONS IN THE EVENT OF A LOSS

The claim must reach PRESENCE ASSISTANCE TOURISME within 5 working days, subject to an accidental case or force majeure; If the claim is not made within this period, and if, as a consequence, the Insurer incurs a loss, the Insured shall lose all rights to compensation.

- In the event of theft or loss of an Item of Luggage given to a carrier:
 - **Have the** transport company produce a damage report;
 - **Send** to PRESENCE ASSISTANCE TOURISME the original of the irregularity report, a copy of the transport ticket, the stub of the boarding card and the luggage labels.
- In the event of damage to Luggage given to a carrier:
 - **Have the** transport company produce a damage report;
 - Send PRESENCE ASSISTANCE TOURISME the damage report produced by the qualified representative of the carrier or hotel manager (**not the representative of the organiser of the Trip**), a copy of the transport ticket and the stub of the boarding card, the luggage labels, the repair estimate or the certificate of irreparability.
- In the event of late delivery by the transport company:
 - **Have** the transport company produce an irregularity report;
 - **Send** PRESENCE ASSISTANCE TOURISME the irregularity report, a copy of the transport ticket, the stub of the boarding card, the luggage labels, the dated documentary proof confirming delivery of the Luggage to the hotel, or its recovery by the Insured from the carrier.
- In the event of a theft during the trip:
 - File a complaint as rapidly as possible with the competent authority closest to the location where the offence occurred (police, gendarmerie, purser, etc.), and in any event in the country where the Loss occurred;
 - Send **PRESENCE ASSISTANCE TOURISME** the complaint lodging certificate, stipulating the circumstances of the theft.

Always **send** PRESENCE ASSISTANCE TOURISME a detailed and costed inventory together with the original purchase invoices, dated and numbered, and including the method by which the stolen, lost or damaged objects were paid for, and in the event of late delivery the originals of the purchase invoices of the basic requirements.

If the Insured recovers all or a proportion of the stolen or disappeared objects, at any time whatsoever, they must immediately notify **PRESENCE ASSISTANCE TOURISME** thereof. If this recovery occurs before the compensation is paid they must recover possession of these objects and **PRESENCE ASSISTANCE TOURISME** shall compensate it for any damage which they may have incurred. If this recovery occurs after compensation has been paid it may decide to take them back in consideration for reimbursement of the received compensation, minus compensation covering the damage incurred by the objects, and the missing objects, if applicable. The Insured shall have 15 days to make their choice. After this time **PRESENCE ASSISTANCE TOURISME** shall consider that the Insured has chosen abandonment,

Damaged goods for which **the Insurer** compensates the Insured become its property.

If these documents are not presented the Insured's rights to compensation will be invalidated.

The sums given by the Insured in its declaration of Loss cannot be considered as proof of the value of the goods for which they are requesting compensation, nor as proof of the existence of these goods.

The Insured must prove, by all means in their power, and by all documents in their possession, the existence and value of these goods at the time of the Loss, and also the scale of the loss.

If they are unable to send the Insurer the required documentary proof of purchase the Insurer shall compensate them on the basis of the flat-rate value stipulated in the Table of Cover.

If, knowingly, as proof, the Insured produces inaccurate documents or the Insured uses fraudulent means, or makes inaccurate or incomplete declarations, they will lose all rights to compensation, without prejudice to any legal action which the Insurer would then be entitled to bring against them.

CURTAILED TRIP/REPLACEMENT TRIP

ARTICLE 1 - NATURE OF THE COVER

REIMBURSEMENT OF CURTAILED TRIP

If the Insured must interrupt the Trip covered by the Contract the Insurer undertakes to repay any land-based services which are not used, where the Insured cannot require the service-provider to provide reimbursement, replacement or compensation for them.

If an assistance company is organising repatriation of the Insured following:

- A Serious Illness or Serious Accident concerning the Insured or concerning one of their companions insured by this same Contract, the reimbursement shall be made pro rata for the transport costs and car rental costs not included from the date of the Event leading to repatriation of the Insured.

If an assistance company is organising early return of the Insured following:

- A Serious Illness, Serious Accident or death of a Member of the Insured's Family, and all other persons habitually living with the Insured, who are not covered by the Contract;
- The death of the person with responsibility for custody of the minor or disabled children of the Insured, or of their professional replacement;
- Theft, serious fire damage, explosion, water damage, or damage caused by the forces of nature to the Insured's professional or private premises, requiring absolutely that the Insured be present in situ to take the necessary protective measures;

The value of the repayment shall be proportional to the number of days of the Trip not made by the Insured from the date of their medical repatriation or their early return, Transport and car rental Costs not included.

The term "Transport Costs" is understood to mean: transport tickets issued by a regular or charter transport company or means of transport chartered specially for the return of the Insured. Bus transfers between an airport and the place where the Insured is staying are not covered.

REPLACEMENT TRIP

When in the course of their Trip the Insured has suffered a Serious Illness or Serious Accident which leads AXA ASSISTANCE Assistance Centre to repatriate them to their Domicile or to a hospital establishment in the first half of their Trip, the Insurer shall give the Insured a voucher valid for 12 months in the agency where they had purchased the Trip covered by the Contract, up to the value stated in the Table of Cover.

This voucher shall be produced on the basis of the initial Trip of the participants who were repatriated, up to a maximum equal to the value stipulated in the Table of Cover.

The replacement Trip cover cannot be combined with reimbursement of the interruption costs

ARTICLE 2 – LIMITATION OF COVER

If the Trip covered by the Contract does not involve any public passenger transport ticket (use by the Insured of their personal vehicle or car hire), cover is effective for the Insured ONLY if they have contacted AXA ASSISTANCE Assistance Centre before interrupting their trip for any cause whatsoever.

ARTICLE 3 - EXCLUSIONS

In addition to the exclusions stipulated in the General Provisions the Insurer cannot compensate the Insured when:

- **Repatriation or early return has not been organised by an assistance company;**
- **No assistance company was contacted before the Insured's early return in the case of a trip with the**

Insured's personal vehicle;

- **The Insured applies for reimbursement of the transport costs stipulated in the sale contract.**

ARTICLE 4 - OBLIGATIONS IN THE EVENT OF A LOSS

The Insured or their beneficiaries must:

- Contact AXA ASSISTANCE Assistance Centre or any other company from which the Insured receives assistance cover (referred to hereinafter as the "Assister") in order to open a cover file BEFORE undertaking the measures concerning their return.
- Notify PRESENCE ASSISTANCE TOURISME **within 5 working days** of the return of the Insured . **If the claim is not made within this period, and if, as a consequence, the Insurer incurs a loss, the Insured shall lose all rights to compensation.**
- Send PRESENCE ASSISTANCE TOURISME the name and reference number communicated by the Insurer which undertook the medical repatriation or early return of the Insured.
IMPORTANT: If the repatriation or early return of the Insured has been organised by a company other than AXA Assistance to which the Insurer has delegated implementation of it, the Insured must apply to it for a certificate confirming the return date, the number and names of the repatriated persons, which must stipulate that this is an early return or a repatriation following hospitalisation, giving the hospitalisation date.
- Ask the travel agency to give the Insured or to send directly to PRESENCE ASSISTANCE TOURISME the Trip registration invoice if it contains details of the prices of the various services, or failing this a certificate from the organiser of the Trip giving details of the land-based services and/or the price of the transport.

TRAVEL ACCIDENT

ARTICLE 1 - NATURE OF THE COVER

The Insurer covers payment up to the value stated in the Table of Cover when the Insured is the victim of an Accident.

The term "Accident" is understood to mean any unintentional bodily injury by the Insured caused by the sudden and unforeseeable action of an external cause, provided the Accident occurs during the Trip.

Traffic Accidents are also covered by the insurance policy, although it is hereby stated that with regard to air travel, cover is effective for the Insured only as a passenger on board an aircraft belonging to an air transport company approved for the public transport of persons.

ARTICLE 2 – LIMITATION OF COVER

This cover is effective only for persons aged under 70 on the date of the Loss.

With regard to children under the age of 16 on the date of the Loss the compensation payment may not exceed the funeral costs.

In all cases the Insurer's maximum undertaking per person is limited to the values stated in the Table of Cover.

Cover is effective for all Trips not exceeding 90 consecutive days.

- **DEATH**

In the event of the death of the Insured, either immediately, or occurring within a period of **1 year** from the date of the generating Accident, **the Insurer** will pay to an unseparated spouse, or otherwise to the beneficiaries, the capital sum stated in the Table of Cover after deduction, if applicable, of the compensation payment already made under section **PERMANENT DISABILITY**. **With regard to children under the age of 16 on the date of the Loss the compensation payment may not exceed the funeral costs.**

- **PERMANENT DISABILITY**

When the Accident leads to permanent invalidity **the Insurer** shall pay the Insured or its legal representative the fraction of the insured capital sum stated in the Table of Cover corresponding to the table and assessment rules hereinafter, up to a maximum of **100%**.

- **PERMANENT DISABILITY TABLE**

Total and incurable insanity

complete blindness, total or permanent paralysis,

amputation or loss of use of two limbs

100%

Complete loss of vision of one eye

25%

Total and incurable deafness of both ears

40%

Total and incurable deafness of one ear

15%

Amputation or total loss of the use of:

RIGHT LEFT

- Arm, forearm or hand

60% 50%

- Thumb

20% 15%

• Index finger	15%	10%
• Other finger	8%	5%
• Two fingers other than the thumb and index finger	12%	8%
• A leg above the knee		50%
• A leg at the knee or below it		45%
• A foot		40%
• Large toe		5%
• Other toes		1%

- **ASSESSMENT RULES**

Account is taken only of the real functional incapacity of the affected limb or organ, regardless of the Insured's profession.

Loss of limbs or organs affected by total disability before the Accident do not result in compensation, and injuries to limbs or organs which are already disabled are compensated only on the basis of the difference between their condition before and after the Accident.

If it is recorded medically that the Insured is left-handed the rates given in the Permanent Disability Table for disabilities of the upper limbs are reversed.

If several parts of the same limb are affected in the same Accident, the combined compensation payments made for each of them cannot exceed the compensation stipulated for total loss of this limb.

Disabilities which are not listed in the Permanent Disability Table are compensated in proportion to their seriousness compared with that of the listed cases.

When the consequences of an Accident will be aggravated by the constitutional condition, or a lack of care or empirical treatment due to the Insured's negligence, the compensation shall be determined in accordance with the consequences which the Accident would have had in a subject under normal conditions, subject to rational medical treatment.

ARTICLE 3 - EXCLUSIONS

In addition to the exclusions stipulated in the General Provisions, Trip Accident Cover does not include:

- **Illnesses, sunstroke and congestion, unless these are the consequence of a covered Accident;**
- **Accidents caused by a pre-existing disability, bodily injuries due to states of ill health, such as epilepsy, aneurysm ruptures, attacks of apoplexy, paralysis or delirium tremens, insanity, deafness or blindness by which the Insured is affected;**
- **Injuries caused by X-rays or radium, its compounds and derivatives, unless they result for the treated person from defective operation or incorrect handling of the instruments, or are the consequence of a treatment to which the Insured is subjected following an Accident included in the cover of this Contract;**
- **Accidents resulting from the use of two-wheeled vehicles with an engine capacity of greater than 125 cm³ and from the practice of professional activity.**

ARTICLE 4 - OBLIGATION IN THE EVENT OF A LOSS

In the event of a Loss the Insured must in all cases meet the following obligations:

- Inform PRESENCE ASSISTANCE TOURISME in writing of the Loss **within five working days** of the generating event. **After this time the Insured will forfeit all rights to compensation if their delay has caused a prejudice to PRESENCE ASSISTANCE TOURISME,**
- Send PRESENCE ASSISTANCE TOURISME, as rapidly as possible, the originals of the following documents:
 - the certificate of the doctor who gave first aid, stating the probable consequences of the Accident,
 - a detailed account of the circumstances of the Accident,
 - the certificate of stabilisation,
 - all documents required to open the Insured's file and in order to prove that the claim is justified and the value of the claim.
 - a copy of the insurance certificate,
- Undergo the examination of the doctors to record their condition,
- Declare spontaneously to PRESENCE ASSISTANCE TOURISME:
 - permanent disabilities which the Insured had before the Loss,
 - cover held for the same risk with other insurers.

PASSENGER CIVIL LIABILITY

ARTICLE 1 - NATURE OF THE COVER

The Insurer covers the financial consequences of the Insured's private civil liability, pursuant to **articles 1382 to 1385 inclusive of the Code Civil** due to damage caused to third parties by the Insured, and animals and objects of which the Insured has custody during the period of the Trip, up to a maximum of 90 consecutive days.

This cover is effective exclusively in countries where the Insured does not already have cover of the same kind pursuant to a previously signed contract.

In the case of Losses occurring abroad **the Insurer** covers the financial liability of the Insured pursuant to local law, **although the Insurer's undertaking cannot exceed that of French legislation.**

ARTICLE 2 - COVER LIMITS

The maximum compensation payable by the Insurer cannot exceed the values stated in the Table of Cover.

ARTICLE 3 - EXCESS

In the event of Tangible and Intangible Damage an **absolute Excess for each file** stated in the Table of Cover shall be deducted from the value of the compensation.

ARTICLE 4 - EXCLUSIONS

In addition to the exclusions stipulated in the General Provisions this contract does not cover the Insured when the loss results:

- **From a building owned by the Insured, or from a fire or explosion occurring in the premises occupied by the Insured;**
- **From the practice of caravanning;**
- **From the practice of hunting;**
- **From use of all motor vehicles and all aircraft, maritime craft or river craft;**
- **From exercise of a professional activity.**

The cover also excludes damage:

- **To animals or objects belonging to or put in the custody of the Insured;**
- **Caused to the associates, agents and employees of the Insured in performance of their duties.**

ARTICLE 5 - OBLIGATIONS IN THE EVENT OF A LOSS

In the event of a Loss the Insured cannot settle with the injured Third Party or accept an acknowledgement of liability without **the Insurer's** agreement.

The admission of a material fact, and natural deeds of assistance, do not constitute an acknowledgement of liability.

The Insured must:

- Inform **the Insurer** in writing, **within five working days** of its knowledge of the Loss, giving detailed circumstances of the Loss. **After this time the Insured will forfeit all rights to compensation if their delay has caused a prejudice to the Insurer.**
- Send **the Insurer** on receipt all notices, letters, convocations, writs of summons, extrajudicial deeds and procedural documents which are sent to, given to or served personally on the Insured or their beneficiaries, In the event of a delay in sending these documents **the Insurer** may claim from them an indemnity in proportion to the prejudice resulting therefrom (article L. 113-1 of the Insurance Code),
- Send **the Insurer** on request and without delay all documents required for the expert appraisal,
- Declare to **the Insurer** cover held by it for the same risk with other insurers.

ARTICLE 6 - LEGAL PROCEEDINGS

By this Contract the Insured gives all powers to **the Insurer** to direct proceedings in civil courts, including exercise of remedies at law.

In the event of a criminal action **the Insurer** shall have the option of intervening and of directing the Insured's defence, although it cannot be constrained to do so; the latter retains the right to lodge an appeal or to appeal on points of law.

If, following the Loss the Insured fails to meet their obligations **the Insurer** shall nonetheless compensate any injured Third Parties.

However, **the Insurer** may bring an action against the Insured for repayment of any sums which it shall have paid.

Additional costs (trial, discharge, etc.) shall not be deducted from the cover limit. However, if an order is given to pay a sum higher than the cover limit these costs shall be borne by the Insured and by **the Insurer** in proportion to the respective shares in the order to pay.

TRANSPORT DELAY

ARTICLE 1 - NATURE OF THE COVER

Following a delay of more than 4 hours on arrival compared to the time initially scheduled in the transport ticket in your possession, **The Company** shall compensate you for the value stated in the table of cover.

This cover is valid for all Trips not exceeding 90 consecutive days during outward journeys (enabling the destination to be reached) and return journeys (date of return stipulated in the sale contract) of:

- Regular flights of airlines the where the times are published,
- Outward charter flights where the times are stated on the outward air ticket,
- Return charter flights: the time of confirmation of the flight communicated by the agency to the Insured,
- Rail links of the SNCF [French railways] or of a public rail passenger carrier,
- Journeys organised by a maritime or river transport company.

The compensation payments can be used in conjunction if the Insured experiences a delay of at least 4 hours on the outward journey and at least 4 hours on the return journey.

This cover does not apply if the insured is transferred to another airline within the initially stipulated times.

ARTICLE 2 - EFFECTIVE DATE OF THE COVER

The cover takes effect on the date and at the time stated in the departure ticket, and expires on arrival at the destination.

ARTICLE 3 - EXCLUSIONS

In addition to the exclusions stipulated in the General Provisions, the Insurer's cover is not operative in the following cases:

- **A decision by the airport authorities, civil aviation authorities or other authorities having made an announcement of the modifications of the departure times more than 24 hours before the date of the outward or return journey shown on the Insured's transport ticket;**
- **Difference between the scheduled arrival time at destination, and the arrival time actually recorded, shown on the confirmation provided by the carrier of less than 4 hours;**
- **All Events occurring between the date of on which the Insured reserved their Trip and the date on which the Contract is signed;**
- **Cancellation of the flight by the airline at any time whatsoever;**
- **Failure by the Insured to take the transport for which the Insured's reservation was confirmed, for any reason whatsoever;**
- **Non-admission on board due to a failure to meet the deadline for checking in luggage and/or presenting for boarding.**

The cover does not apply to flights planned during the period of the trip.

ARTICLE 4 - OBLIGATIONS IN THE EVENT OF A LOSS

The Insured must:

- Inform PRESENCE ASSISTANCE TOURISME on their return, and at the latest within 15 days of their return. If the claim is not made within this period, and if, as a consequence, **the Insurer** incurs a loss, the Insured shall lose all rights to compensation.
- Give PRESENCE ASSISTANCE TOURISME a confirmation of delay, produced and stamped by the transport company or its representative. This confirmation must include the scheduled time of arrival at the destination, the arrival time actually recorded, and must in all cases mention the name of the Insured if the latter cannot provide the stub of their boarding card.

If the documents mentioned above, which are required for the investigation measures, are not sent, the file will not be able to be processed.

SATISFACTION GUARANTEE

ARTICLE 1: TYPE OF GUARANTEE

A – NON-COMPLIANT SERVICE

PRESENCE Assistance shall compensate the Insured for a variable amount based on the type of inconvenience suffered and based on the compensations already provided during the lease duration by Cool Sailing and its representatives, with a maximum amount defined in the Table of Guaranteed Amounts.

The compensation criteria of the satisfaction guarantee are:

- State of dilapidation of the boat is not compliant with the booking description. The Insured must provide proof for evaluating this state of dilapidation (photos, report, skipper's certificate, etc.)
- Purchased options, the details of which are given in Cool Sailing's booking form (e.g. fishing rods, sailboard, canoe, etc.) and not supplied by the lessor. The Insured must provide proof for evaluating this detriment (e.g. skipper's certificate, etc.)
- Various equipment failures that inconvenienced the Insured. The Insured must provide proof for evaluating the detriment and must have reported the failure to the lessor.
- Major bad weather that forced the Insured to prematurely interrupt the lease duration of the boat. The Insured must provide proof in the form of a BMS (severe weather warning) or similar document, as well as the lessor's certificate confirming the date and time of return of the boat.

B – LATE BOARDING

If, due to the late arrival of the boat at the port, the Insured takes possession of the boat more than 6 hours after the start time of the lease mentioned in the contract signed with Cool Sailing, PRESENCE Assistance shall provide the Insured with a compensation of up to €200 per lease and per 6-hour period of delay.

The Insured must provide the lessor's certificate specifying the date and time of actual handover of the boat.

ARTICLE 2 - ENTRY INTO FORCE OF THE GUARANTEE

The guarantee enters into force at the date and time of handover of the boat indicated in the sales contract signed with Cool Sailing, and expires once the boat is returned to the lessor.

ARTICLE 3 - LIMITS OF THE GUARANTEE

The maximum compensation to be borne by the Insurer cannot exceed the amounts indicated in the Table of Guarantees.

ARTICLE 4 - EXCESS

An excess of 6 hours with respect to the handover time indicated in the leasing contract will be applied.

ARTICLE 5 - EXCLUSIONS

In addition to the exclusions defined in the General Provisions, the guarantee of PRESENCE Assistance cannot be availed in case of:

- Non-presentation of proof that would allow evaluating the detriment incurred
- Handover of the boat within a period of less than 6 hours with respect to the time defined in the leasing contract
- Replacement of the boat by the lessor within a period of less than 6 hours with respect to the time defined in the leasing contract