



MEDICAL COSTS



ASSISTANCE



BAGGAGES



CAPITAL



LIABILITY INSURANCE



CAP AVENTURE

CONVENTION N° 920 741 - POLICY N° FRBOTA09681



WHAT TO DO IN THE EVENT OF A CLAIM ?

Cover shall be forfeited in respect of any Losses reported to the Insurer more than Five Days after their occurrence, if this delay causes the Insurer to incur a loss, unless the Insured can prove that a case of force majeure prevented the Loss from being reported within that period.

If the Insured or Beneficiary intentionally supplies false information or uses bogus or altered documents with the intention of deceiving the Insurer, he/she shall lose any right to cover for the Loss in question.

Under penalty of forfeiture, the Insured must take all useful measures without delay to limit the consequences of the Loss and to hasten his/her recovery, and in particular to submit him- or herself to the medical treatment required by his/her condition.

The Insurer's doctor must have free access to the Insured to ascertain his/her condition. Any unwarranted refusal to comply with this examination, following formal notification by registered letter, shall lead to Forfeiture.

FOR THE APPLICATION OF THE ASSISTANCE COVERS

In order for the assistance covers to apply, the Insured must of necessity and prior to any intervention affecting the policy coverage, make contact with :



ACE ASSISTANCE

BY PHONE

From France : 01.40.25.50.25

From abroad : 33.1.40.25.50.25

BY FAX

From France : 01.40.25.52.62

From abroad : 33.1.40.25.52.62

Specifying the Agreement number (920 741), followed by the policy number (**FRBOTA09681**), after verification, the Assistance Provider shall issue a claim number. The costs are then paid directly to the hospital by the Assistance Provider.

FOR THE APPLICATION OF THE INSURANCE COVERS

Requests for reimbursement should be sent to the following address :



ACE EUROPE

SERVICE Sinistre A&H

le Colisée

8, avenue de l'Arche

92419 Courbevoie cedex

Office hours: 9:00 – 17:00

ou

ahdeclaration@acegroup.com

DOCUMENTS TO BE SUPPLIED

FOR ALL SECTIONS OF COVER

- The Policy number and the Insurance Agreement number.
- The contact details of the Insured, his or her dates of departure and return as well as the destination of his or her Stay.

FOR MEDICAL EXPENSES

Medical expenses in the event of hospitalisation abroad outside the home country :

In the event of an Accident or Illness requiring Hospitalisation locally, the Insured/Member shall present the card for obtaining assistance issued by the Insurer, to the hospital's Admissions Department.

The Admissions Department shall have the validity of the card confirmed by ACE ASSISTANCE whose contact details appear on the card (by telephone or fax).

Expenses shall be paid direct to the hospital by ACE ASSISTANCE without the Insured/Member having to make an advance payment.

The Insured or his or her Assignees undertake to take all the necessary steps to obtain reimbursement of these expenses (wholly or in part) from Social Security and/or other complementary organisations to which the Insured is affiliated and to immediately pay back to ACE ASSISTANCE any sum received by him/her in this respect.

Clarification: should the costs not be met by the welfare or complementary health organisation of the Insured/Member, the Insurer shall pay them in full, up to a limit of One Million Euros (€1 000 000) in the USA /CANADA and Two Hundred Thousand Euros (€200 000) in other countries in the World.

Important: this cover shall attach following acceptance by ACE ASSISTANCE, up to a limit of One Million Euros (€1 000 000) or Two Hundred Thousand Euros, depending on the country

For local and personal assistance covers

In order for the assistance coverage to apply, the Insured must of necessity and prior to any intervention involving the assistance coverage, make contact with ACE ASSISTANCE, whose telephone number appears on his or her personal identification card.

POLICY SUBJECT TO INDEMNITY PRINCIPLE

THE PRESENT POLICY SHALL BE SUBJECT TO THE INDEMNITY PRINCIPLE IN ACCORDANCE WITH ARTICLE L. 121-1 OF THE INSURANCE CODE. THE INSURED/MEMBER IS REMINDED THAT, ACCORDING TO THE PRINCIPLE OF INDEMNITY, THE INDEMNITY PAYABLE BY THE INSURER CANNOT EXCEED THE ACTUAL AMOUNT OF THE LOSS AND CANNOT BE A SOURCE OF ENRICHMENT.

CONSEQUENTLY, THE INSURER'S INDEMNITY CANNOT EXCEED THE AMOUNT OF EXPENSES BORNE BY THE INSURED AFTER REIMBURSEMENTS OF ALL KINDS TO WHICH HE/SHE IS ENTITLED.

FOR DEATH AND DISABLEMENT RESULTING FROM AN ACCIDENT

- A written statement describing the circumstances of the Accident, the names of the witnesses and, if applicable, the identity of the charging authority if a police report is drawn up and also the submission number.
- A certificate from the doctor, surgeon or hospital called upon to administer the initial treatment and describing the injuries.
- The death certificate.
- Documents establishing the capacity of Beneficiary in the event of death, the name and address of the notary in charge of the estate.

MEDICAL EXPENSES EXCLUDING HOSPITALISATION ABROAD OUTSIDE THE HOME COUNTRY

Medical expenses excluding Hospitalisation shall be reimbursed on presentation by the Insured/Member of all the necessary supporting proof to the Insurer.

The Insured/Member or his/her Assignees undertake to take all the necessary steps to obtain reimbursement of these expenses (wholly or partly) from Social Security and/or other complementary organisations to which the Insured/Member is affiliated and to immediately pay back to ACE EUROPE any sum received by him/her in this respect.

Clarification: should the costs not be met by the welfare or complementary health organisation of the Insured/Member, the Insurer shall pay them in full, up to a limit of One Million Euros (€1 000 000) in the USA /CANADA and Two Hundred Thousand Euros (€200 000) in other countries in the World.

The Insurer shall take care of the additional expenses reimbursed by Social Security and/or other complementary organisations to which the Insured or his/her Assignees are affiliated.

This complementary coverage shall operate up to the sum of One Million Euros (€1 000 000) or Two Hundred Thousand Euros, depending on the country.

MEDICAL EXPENSES IN METROPOLITAN FRANCE

Medical expenses in Metropolitan France shall be reimbursed on presentation, by the Insured/Member, of the medical certificate, 'feuilles de soins' (form supplied by doctor to patient for forwarding to Social Security), hospital bills and doctor's bills, statements from Social Security and/or other complementary organisations and also reimbursement details

where the Insured/Member was the beneficiary.

Temporary Return : If the Insured stays in France temporarily for a period of less than 30 consecutive days (for example: holidays), even though his/her planned stay abroad has not expired and his/her contract is still valid, in accordance with the dates appearing on his/her enrolment application, he/she shall benefit from coverage of medical expenses resulting from an accident or disease. This coverage shall attach up to a limit of €15 000 and subject to the application of a deductible of €30 and as a supplement to French Social Security and/or any complementary organisation (by default, capped at the French Social Security Standard Scale).

FOR TRAVEL INCIDENTS

In order for reimbursements to be carried out, the Insured/Member must of necessity supply the Insurer with the originals of all the supporting evidence of costs arising from the aforesaid incidents.

FOR LOSS, DAMAGE, THEFT OR DESTRUCTION OF BAGGAGE

- The Insured/Member must of necessity file a complaint for loss, damage, theft or destruction of Baggage with the competent local authorities within a period of Twenty-Four Hours following the date of the Loss.
- The original of the complaint receipt and also a detailed statement must be forwarded to the Insurer within a maximum period of Ten Days.
- The Insured must of necessity submit a claim for loss, damage, theft or destruction of Baggage to the carrier within a period of Twenty-Four Hours following the date of the Loss.
- The original of the complaint receipt and also a detailed statement must be forwarded to the Insurer within a maximum period of Ten Days.
- The Insured/Member shall be obliged to present to the Insurer all the supporting proof enabling it to verify or assess the damage (photograph of the damaged Baggage, bill) and also any document that the Insurer reserves the right to request.
- In all cases, a letter proving the date and place of purchase as well as the original invoice.
- As regards valuable items and jewellery, it is imperative that the Insured/Member presents to the Insurer the original invoices, the original of the warranty certificate, the notarised deed if possession of these items is the consequence of an inheritance, and the valuation of an expert if these items were valued in the absence of an invoice.

FOR SEARCH AND RESCUE COSTS

In order for the reimbursements to take place, the Insured/Member must of necessity supply the Insurer with the original of the detailed request for reimbursement of search and rescue costs issued by the local authorities.

FOR "NON-OCCUPATIONAL LIFE" LIABILITY

As soon as he/she becomes aware of an event likely to affect the cover of the present policy, and within Five Days at the latest, the Insured/Member must, on pain of Forfeiture, except in the event of unforeseeable circumstances or force majeure, inform the Insurer in writing or verbally against a receipt.

Furthermore, he/she must:

- Inform the Insurer as soon as possible of the circumstances of the Loss, its known or presumed causes,

the nature and approximate amount of the loss or damage.

- Take all measures with a view to limiting the extent of the loss or damage already known and to preventing the occurrence of further loss or damage.
- Forward to the Insurer, as soon as possible, any notices, summonses, writs, extrajudicial acts or case files that have been sent or submitted to him or served on him/her.

Should the Insured/Member fail to fulfil the obligations listed in the three paragraphs above, the Insurer shall be entitled to compensation proportionate to the damage that such non-fulfilment could cause it

FOR OBTAINING INDEMNITY CONCERNING THE FORWARDING OF MESSAGES

In order for the reimbursement to take place, the Insured/Member must of necessity provide the Insurer with supporting proof.

FOR OBTAINING INDEMNITY FOR THE COSTS OF REINSTATING PAPERS

In order for the reimbursement to take place, the Insured/Member must of necessity provide the Insurer with supporting proof.

GENERAL CLAUSES

DEFINITIONS

Each term mentioned in the present General Conditions, when it is written with a capital letter, shall have the following meaning :

Accident :

Any unintentional bodily impairment of which an Insured/Member is the victim and arising from the sudden and unexpected action of an external cause and all the pathological manifestations that are the direct consequence of such bodily impairment.

The following shall be considered to be Accidents:

- **Infections caused directly by an insured Accident, excluding any infection resulting from human intervention after an insured Accident.**
- **Poisoning and bodily injuries due to the unintentional consumption of toxic or corrosive substances.**
- **Asphyxia due to the unexpected action of gases or vapours.**
- **Drowning and infectious diseases as a consequence of falling into water or an infected liquid.**
- **Frostbite, heat stroke, sunstroke as well as starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood.**
- **Bodily injuries resulting from an Act of Terrorism or Sabotage, an Attack or Aggression of which the Insured is the victim, unless it is proven that he/she took an active part as the perpetrator or instigator of these events.**

The following shall not be considered to be Accidents: an attack of epilepsy, the rupture of an aneurysm, myocardial infarction, cerebral embolism or meningeal haemorrhage.

Serious accident :

Any bodily injury that is unintentional on the part of the victim, arising from the sudden and unforeseeable action of

an external cause, ascertained by a qualified medical authority and forbidding him/her to move all by him-/herself.

Member :

Any individual enrolling on the present policy arranged with CHAPKA Assurances with a view to being covered together, if applicable, with the third parties mentioned in the Specific Conditions, and who has paid the Insurance Premium by bank card.

Insurance year :

The period between the inception or renewal date of the policy and its anniversary or termination date.

Assistance provider :

ACE ASSISTANCE whose assistance services are provided by MONDIAL ASSISTANCE France SAS, with its registered office at 54 rue de Londres, 75008 Paris.

Insured :

The Member, as well as any individual aged over 2 years and under 70 years, travelling outside his/her Home country on an insured Tourist Trip, expressly mentioned as an Insured in the Specific Conditions of Membership.

The Insured must have his/her usual residence in a Member State of the European Economic Area or ou DOM, TOM, POM et COM.

Insurer :

ACE European Group Limited, the French branch of the company formed under English law, ACE European Group Ltd (a company with a capital of £544 741 144, entered in the Commercial and Companies' Register of England and Wales under number: 1112892), with its registered office situated at Le Colisée 8, avenue de l'Arche, 92419 Courbevoie.

Baggage :

Baggage is defined as travel bags, suitcases, trunks and also the Insured's belongings or personal effects that they contain.

The term 'personal effects' shall be deemed to extend to personal property, valuable items as well as jewellery (real and cultured pearls, precious stones and hard stones) and furs belonging to the Insured.

The term 'Baggage' shall be deemed to extend to audio-visual equipment, cameras, video or hi-fi equipment, laptop computers and electronic diaries belonging to the Insured.

Items worth more than €250 shall be deemed to be valuable items.

Beneficiary :

The person or persons who receive from the Insurer the sums owed in respect of the Losses.

The Beneficiary is the Insured sustaining the loss or damage or his/her legal representative for under-age Insureds.

In the event of the Insured's death, unless he/she has named another person as Beneficiary, in accordance with the terms and conditions laid down in the Insurance Code, the specified sum shall be paid to:

- his/her Spouse/Partner, neither judicially separated nor divorced on the date of his/her death;
- his/her offspring/descendants in equal shares among them; the share of the predeceased person reverting to his/her own offspring/descendants, or to his/her brothers and sisters, if he/she has no offspring/descendant;
- failing whom, the Insured's father and mother in equal shares between them or the survivor, should one

predecease the other;

- failing whom, his/her heirs

Serious medical condition :

A condition which, in the opinion of ACE ASSISTANCE, constitutes a serious medical emergency requiring urgent treatment in order to prevent death or a serious deterioration of the Insured's immediate or long-term health prospects. The seriousness of the medical condition shall be determined on the basis of the geographical area in which the Insured/Member is located, the nature of the medical emergency and the availability in the local area of suitable medical installations or treatment.

Spouse / partner :

Spouse/Partner shall be defined as:

- The person linked to the Insured by the ties of marriage and not judicially separated.

- The Cohabitee or Partner: this is the person who has lived, as if married, with the Insured for at least Six Months, and in the same community of interests as a married couple.

- The Joint Signatory to a Pacte Civil de Solidarité [PACS - Civil Solidarity Pact] (Law introduced in France in 1999 extending the legal rights of married couples to unmarried heterosexual couples and to homosexual couples, particularly with regard to inheritance and taxation) with the Insured.

Policy :

This is the legal document comprising the General Conditions and the Specific Conditions. Only when the Specific Conditions are issued can it be presumed that a Policy exists. In pursuance of the policy, the Insurer undertakes to provide the Beneficiary with a benefit upon the occurrence of a Loss, in return for the payment of a sum known as the Premium.

Insurance premium :

Sum paid by the Member in exchange for the coverage granted by the Insurer. This Premium includes taxes. It shall be payable in cash when enrolling on the Policy.

Couple :

This means two people residing under the same roof and who are married or have signed a «PACS» cohabitation agreement or live together.

Forfeiture :

Loss of entitlement to the sums or services provided for in the policy through the Insured/Member's failure to meet certain obligations that are imposed on him/her.

Home :

- The Insured's habitual country of residence, situated within the European Economic Area or DOM,TOM,POM COM., before the start of his/her Stay during which a loss occurred;

or

- The Insured's country of origin. Country of origin shall mean the country of the Insured's nationality.

Bodily injury :

Any physical impairment sustained by a person.

Consequential financial loss :

Any monetary loss resulting from the loss of enjoyment of a right, the interruption of a service provided by a person or by a movable or immovable item of property, or the loss of a benefit or profit directly consequent upon insured Bodily Injury or Property Damage.

Property damage

Any impairment, deterioration, loss or destruction of an object or a substance, including any physical injury to animals.

European economic area

The countries of the European Economic Space are as follows:

Member States of the European Union; Iceland, Liechtenstein, Norway.

Hospital establishment

A Hospital Establishment is considered to be any public or private establishment which meets the legal requirements of the country in which it is situated and which:

- receives and treats the injured or sick who stay there;

- only admits the injured or sick under the supervision of one or more doctors in its employ who are under an obligation to be on call there;

- maintains in working order suitable medical equipment to diagnose and treat such injured or sick persons and, if necessary, is capable of carrying out surgical operations on its premises or in an establishment under its control;

- provides care through or under the supervision of nursing staff.

Member states of the european union

The member States of the European Union are as follows:

Germany, Austria, Belgium, Bulgaria, Cyprus (Greek part), Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden.

Exclusion

This means something that is never covered by the insurance Policy.

Expatriate/seconded

Salaried/waged employee of a company, authority or organisation on a permanent assignment in a country other than his/her country of habitual residence.

Prejudicial event

A Prejudicial Event is that which constitutes the cause giving rise to the loss or damage.

A set of Prejudicial Events with the same technical cause shall be deemed equivalent to a single Prejudicial Event.

Family

A family is the part of household comprising at least two people and consists:

- either of a couple, married or unmarried, with, if applicable, their child or children, belonging to the same household;

- or an adult with his/her child or children, belonging to the same household (single-parent family).

In order for a person to be a child of a family, he/she must be single and not have a spouse/partner or child forming part of the same household.

The number of families comprising a household may be none, one or several.

Emergency dental expenses

Emergency Dental Treatment shall be defined as dental expenses which cannot be deferred, arising from an Accident duly placed on record by a competent local authority (fire brigade, police, doctor) and for the following treatment: dressing, filling, root canal treatment or extraction.

Emergency medical expenses

This cover shall apply in respect of Stays/Visits made in accordance with the definition of Territorial Scope of Coverage.

This cover shall attach in the event of an Accident or Serious Illness and shall meet the expenses arising from Hospitalisation during a Stay/Visit covered by the present policy and also all the consultation costs, pharmaceutical costs, the costs of X-rays and medical tests.

All of these expenses must be exclusively ordered by a practitioner legally authorised to practise his/her profession and possessing the qualifications required in the country where he/she operates.

In the event of Hospitalisation in the area where he/she is staying, the costs arising therefrom shall be met directly by ACE ASSISTANCE.

In this case, the Insured/Member must necessarily make contact with ACE ASSISTANCE as soon as he/she arrives at the Admissions Department of the Hospital Establishment.

Other Emergency Medical Expenses shall be reimbursed to the Insured upon receipt, by the Insurer, of all supporting proof.

Metropolitan France

This comprises French continental territory, including Corsica.

Deductible

This is:

- a flat-rate sum set by the Insurer and borne by the Insured/Member in the event of indemnity being paid;
- or a percentage beyond which indemnities are granted;
- or a number of days or months upon expiry of which indemnities are granted.

Civil war

Civil War shall be defined as two factions from the same nation confronting each other or part of the population confronting the established order.

Foreign war

Foreign War shall be defined as an armed struggle between two or more States with or without a declaration of war.

Hospitalisation

An unexpected stay in a Hospital Establishment, medically prescribed, for a medical or surgical treatment consequent upon an Accident or a Serious Illness.

Illness

Any deterioration in health ascertained by a qualified medical authority, provided that it is manifested for the first time during the Stay/Visit.

Serious illness

Serious Illness shall be defined as a deterioration in health ascertained during the Stay/Visit by a competent medical authority, forbidding the patient from leaving the room and involving the cessation of any professional or other activity and necessitating a medical prescription.

Foreign countries

Any country, territory or possession outside Metropolitan France. By agreement, 'DOM-ROM' (overseas provinces and overseas regions), 'PTOM' (overseas countries and territories) and 'COM' (overseas communities) shall be deemed equivalent to 'abroad' with respect to Medical Expenses cover.

Claim

A Claim is constituted by any request for compensation out of court or through legal proceedings, made by a Third Party or his/her Assignees, and sent to the Insured/Member or his/

her Insurer.

Stay/visit

Trip or period lasting a minimum of one month and a maximum of twelve consecutive months made or spent by the Insured for tourist purposes, with the dates and destination of his/her Stay being specified on the enrolment application.

Specifically, only stays/visits for tourist reasons solely for leisure purposes and excluding any professional (remunerated or voluntary), scholastic or academic activity shall be covered. Study trips, stays/visits as an au pair and linguistic trips shall not be considered to be for linguistic reasons. Stays in a country in which the Insured has been expatriated or seconded shall not be considered to be tourist trips.

Loss

This means an event the occurrence of which complies with the conditions required by the Policy and likely to lead to the application of one of the covers taken out. All instances of loss, damage or injury arising from the same initial cause shall constitute one and the same Loss.

Loss in the case of «non-occupational life» liability

The manifestation of loss, damage or injury for the affected Third Party, as long as this loss, damage or injury is likely to give rise to the application of a policy cover. All instances of loss, damage or injury arising from the same initial cause shall constitute one and the same Loss.

Any loss, damage or injury or set of losses, damage or injuries caused to Third Parties for which the Insured is held liable, resulting from the same Prejudicial Event and having given rise to one or more Claims shall also constitute a Loss.

Policyholder

CHAPKA Assurances, situated at 53, rue de la BOETIE, 75008 PARIS, which has negotiated the policy with the Insurer, has undertaken in particular to distribute it, to record the members joining, to collect the Premiums paid, to manage the telephone calls and correspondence from clients and undertakes to pass on to the Insurer the amount of the Premiums.

Territorial scope of coverage

The covers shall attach in respect of Losses occurring during insured Stays/Visits anywhere in the world, excluding Stays/Visits in the Insured's Home Country.

Third party

Any individual or corporate entity excluding:

- the Insured him - or herself, the members of his/her family as well as those in direct line of ascent and descent and the persons accompanying him/her.
- the waged/salaried employees or agents of the same employer as that of the Insured/Member.

USA/CANADA

The United States of America and Canada, including their territories and possessions

SCOPE OF COVERAGE

The covers of the present policy shall apply in accordance with the definition of "Territorial Scope of Coverage" exclusively in respect of the insured Stays/Visits made by the Insureds.

The covers shall attach from the time when the Insured leaves his/her home with the aim of departing on a Tourist Trip/Visit and shall cease on his/her return to his/her home.

They shall attach Twenty-Four Hours a Day throughout that period.

INCEPTION AND CESSATION OF COVER

Inception

Cover shall attach on the date on which the Insured leaves his home with the aim of departing on a Tourist Trip/Visit, as mentioned in the Specific Conditions of Membership or the Side Letter issued by the Broker Manager in the event of the travelling dates being amended

Cessation

The covers shall cease on the date on which the Insured returns home, as stipulated in the Specific Conditions of Membership or the Side Letter issued by the Broker Manager in event of the travelling dates being amended.

EXCLUSIONS COMMON TO ALL COVERS

The insurance shall not cover losses:

- Caused or brought about intentionally by the Insured/Member.
- When driving any type of vehicle in a state of inebriation when the level of alcohol in the blood is equal to or greater than that legally permitted in the country where the Accident took place.
- Where the Insured/Member uses drugs, narcotics or tranquillisers not prescribed medically or when driving any type of vehicle, if the Insured/Member is under the influence of such drugs, narcotics or tranquillisers that have been medically prescribed, even though the medical leaflet forbids any type of vehicle to be driven.
- Caused by the suicide, conscious or unconscious, or attempted suicide of the Insured/Member.
- Resulting from the Insured/Member's participation in bets of all kinds (except for sports competitions), brawls (except in the case of self-defence) or crimes.
- Resulting from practising a sport as a professional.
- Participating, even as an amateur, in races, competitions and their preparatory trials involving motor vehicles (watercraft or land-based except for 2nd category tourist rallies), or practising the following sports deemed to be dangerous, use of a private aeroplane as pilot or passenger, parachuting, microlighting, hang-gliding, paragliding, ski jumping, mountaineering, rock climbing, caving/potholing, underwater/scuba diving to a depth of more than 40 metres, use of a motor-driven land vehicle, having two or three wheels, with a cylinder capacity exceeding 125 cc and record attempts.
- Practising the following extreme sports: skateboard, base jump, speed riding, snow kite, extreme skiing, bicycle motocross, motocross.
- Resulting from the use, as a pilot, of any kind of craft making it possible to travel through the air.
- Occurring when the Insured/Member is a passenger in an aircraft which is not operated by a company involved in the public transportation of passengers.
- Caused by a Civil War or a Foreign War.
- Due to thermal, mechanical, radioactive or other effects, arising from any kind of modification of the atomic structure of matter or the artificial acceleration of atomic particles or even due to radiation emanating from radio-isotopes.

When an Insured is the victim of an Accident during a Tourist Trip/Visit and dies from its consequences within Twenty-Four Months from its occurrence, the Insurer shall pay the Beneficiary the sums stated in the Specific Conditions and also in the Coverage Summary Table.

If the Insured's body is not found as a result of a shipwreck or the disappearance or destruction of the means of transport in which he/she was travelling, there shall be a presumption of death upon expiry of a period of One Year from the date of the Accident. Cover shall then attach to the Beneficiaries on presentation of a declaratory judgement of death. However, if it is proved, after payment of the benefit to the Beneficiary(-ies), at any time whatsoever, that the Insured is still alive, the sum paid by virtue of the presumption of death will have to be wholly reimbursed to the Insurer, with the Insured standing surety for this reimbursement.

ACCIDENTAL PERMANENT DISABLEMENT

If an Insured is the victim of an Accident during a Tourist Trip/Visit and it is established that he/she has been left disabled as a consequence, partially or totally, the Insurer shall pay the Insured concerned, or his/her legal representative in the case of a minor, the sum obtained by multiplying the amount specified in the Specific Conditions and also in the Coverage Summary Table by the disablement rate as defined in the Guide to the European Scale for Assessing the Impairment of Physical and Mental Well-Being.

The disablement rate is fixed as soon as there is consolidation of the Insured's condition and at the latest on expiry of a period of Three Years from the date of the Accident.

For cases of disablement not specified on the scale, the rates shall be fixed by comparing their seriousness with the cases listed on the above-mentioned scale.

The rates of disablement are fixed irrespective of any professional, social or family consideration.

The anatomical loss of limbs or organs whose function had already been lost prior to the Accident cannot give rise to indemnity.

Injures or damage to limbs or organs already functionally lost prior to the Accident shall only be indemnified by the difference between their condition before and after the Accident.

The assessment of injuries to a limb or organ cannot be influenced by the pre-existing state of disablement of another limb or organ.

If several limbs or organs are affected by the same Accident, the rates of disablement shall be accumulated but cannot exceed One Hundred Per Cent (100%).

In the event of death before final consolidation of the disablement, the benefit specified in the case of death shall be paid, less any sums which may have been paid in respect of the disablement.

There shall be no accumulation of «Accidental Death» and «Accidental Permanent Disablement» limits if they are the consequences of the same event.

NATURE OF COVERAGE

€ ACCIDENTAL DEATH

INSURED COLLECTIVE EVENT

If several Insureds are victims of an accident in one and the same insured collective event, the total amount of death and disablement benefits, in a combined limit, cannot exceed Two Million Euros (€2 000 000).

Should the accumulation of sums insured come to exceed this sum, the benefits shall then be reduced proportionately to the number of victims and settled pro rata according to the sum insured for each of them.

DAILY BENEFIT IN THE EVENT OF HOSPITALISATION

If an Insured is a victim of an insured Accident or Illness and his/her condition requires Hospitalisation, the Insurer shall pay the Insured a benefit of Thirty Euros (€30) per day as from the Sixth Day of Hospitalisation for a maximum period of Ten Days.

COVER AGAINST MEDICAL EXPENSES ABROAD THE HOME COUNTRY

Medical expenses shall be covered solely in the event of an unexpected Accident or Illness. This cover shall apply in respect of Tourist Trips/Visits made in accordance with the definition of «Territorial Scope of Coverage», excluding the Home Country.

This cover shall attach in full, up to a limit of One Million Euros (€1 000 000) in the USA and CANADA, subject to the application of a deductible of Thirty-Five Euros (€35) any one Loss, and for the other Countries in the World the limit is fixed at Two Hundred Thousand Euros (€200 000) any one Loss, in the event of an unexpected Accident or Illness, and shall meet the costs arising from Hospitalisation and also all the consultation costs, pharmaceutical costs, the cost of X-rays and medical tests, after deducting reimbursements from Social Security or welfare or any other complementary health organisation. All of these expenses must be exclusively ordered by a practitioner legally qualified to practise his/her profession and possessing the qualifications required in the country in which he/she operates.

For medical expenses related to maternity (pregnancy, non-voluntary termination of pregnancy, childbirth as well as its consequences or pathological complications): seventy-five per cent (75%) of the actual costs up to a limit of Eight Thousand Euros (€8 000) (per person and per year) after application of a deductible of Twenty-Five Euros (€25). Cover shall attach to the Insured, aged no more than 35 years on the date on which she enrolls on the present policy, exclusively Abroad and after expiry of a waiting period of 180 days, calculated from the date on which the Insured enrolls on the present policy.

In the event of Hospitalisation in the area where he/she is staying, the costs arising therefrom shall be met directly by ACE ASSISTANCE.

In this case, the Insured/Member must necessarily make contact with ACE ASSISTANCE as soon as he/she arrives at the Admissions Department.

Other medical expenses shall be reimbursed to the Insured/Member upon receipt, by the Insurer, of all supporting proof.

The costs of dental treatment, arising from an insured Accident, shall be limited to Four Hundred and Forty Euros (€440) per tooth, subject to a maximum of One Thousand

Three Hundred Euros (€1 300) any one loss.

The Costs of Emergency Dental Treatment shall be limited to Six Hundred Euros (€600).

Vision care expenses arising from an Accident shall be limited to Four Hundred Euros (€400).

THE FOLLOWING SHALL BE FORMALLY EXCLUDED FROM COVER:

- The costs of a functional prosthesis and/or arising from an Illness.
- The costs of dental treatment not arising from an accident or an emergency.
- Vision care expenses not arising from an accident or an emergency.
- Costs incurred in the Home country of the Insured/Member.
- The costs of a cure at a spa and of a stay in a rest home.
- The costs incurred as a result of an Accident or an Illness first observed prior to the inception date of the policy.
- The costs incurred if the Insured/Member is not suffering from a serious medical condition or if the treatment may reasonably be delayed until the Insured/Member returns to his/her Home country.
- The condition of pregnancy, the costs relating to maternity (except in the cases provided for under the policy cover), induced terminations of pregnancy and their consequences, except in cases of medically recognised necessity or as a result of an insured Accident or Illness, treatments relating to infertility.
- Costs relating to treatment prescribed in the Home country of the Insured/Member prior to his/her departure on the journey.
- Payment of the medical expenses indemnity cannot be made later than 12 months after the date of the accident or the date on which the illness occurs.

CLARIFICATION : SHOULD THE COSTS NOT BE MET BY THE WELFARE OR COMPLEMENTARY HEALTH ORGANISATION OF THE INSURED/MEMBER, THE INSURER SHALL PAY THEM IN FULL, UP TO A LIMIT OF TWO HUNDRED THOUSAND EUROS (€200 000).

COVER AGAINST MEDICAL EXPENSES IN METROPOLITAN FRANCE

The Insurer shall refund to the Insured/Member the medical expenses in Metropolitan France consequent upon a period of insured Hospitalisation in the course of a Stay/Visit Abroad.

The Insurer shall refund, up to a maximum sum of **Fifteen Thousand Euros (€15 000)**, the expenses incurred during the Thirty days following the Insured's return to Metropolitan France.

Cover shall attach solely to supplement the reimbursements made by Social Security and/or any other complementary organisation.

Temporary Return : If the Insured stays in France temporarily for a period of less than 30 consecutive days (for example: holidays), even though his/her planned stay abroad has not expired and his/her contract is still valid, in accordance with the dates appearing on his/her enrolment application, he/

she shall benefit from coverage of medical expenses resulting from an accident or disease. This coverage shall attach up to a limit of €15 000 and subject to the application of a deductible of €30 and as a supplement to French Social Security and/or any complementary organisation (by default, capped at the French Social Security Standard Scale).

THE FOLLOWING SHALL BE FORMALLY EXCLUDED:

- The costs of a functional prosthesis and/or arising from an illness.
- Vision care expenses not arising from an accident.
- The costs of a cure at a spa and of a stay in a rest home.
- The costs of rehabilitation.
- Costs incurred as a result of an Accident or Illness first observed prior to the policy inception date.
- The costs relating to childbirth or pregnancy (except in the case of a complication which could endanger the life of the mother and/or unborn child).
- Costs relating to a treatment prescribed in the Insured's Home country before his/her journey departure date.

TRAVEL INCIDENTS

"Travel Incidents" cover shall be granted to the Insured if the journey is made on board an aircraft making a scheduled flight and operated by an air carrier.

The air carrier must possess the certificates, licences or permits necessary for scheduled air transport, issued by the competent authorities in the country where the aircraft is registered.

In accordance with this authorisation, it shall draw up and publish routes and tariffs, for the use of passengers, between the named airports according to regular timetables.

The departure times, transfers and destinations shall be as shown on the Insured's travel ticket.

The Insurer shall only reimburse the expenses arising from "Travel Incidents" strictly and solely on presentation of the original supporting documents

DELAYED BAGGAGE

If the Insured's Baggage, booked in and placed under the responsibility of the airline, is not delivered to him/her Twenty-Four Hours after his/her arrival at the destination of his/her scheduled flight, the Insurer shall indemnify the Insured up to the amount of **One Hundred and Fifty Euros (€150)** for the costs incurred in making emergency and essential purchases.

This cover shall not attach when the Insured returns to his/her Home country.

CASH ADVANCE

In the event of loss or theft of the Insured's means of payment (bank cards, cheque books, traveller's cheques, etc.) while he/she is Abroad, of his/her identity papers and/or his/her travel ticket, ACE ASSISTANCE shall make a cash advance of a maximum of **Three Thousand Euros (€3 000)**, in exchange for a cheque issued by a close relative (father, mother, grandfather, grandmother, brother, sister, grandchildren).

The Insured undertakes to repay the sum advanced within a period of Ten Days after his/her return. Failing this, the above-mentioned cheque can be cashed by the Insurer.

LOSS, DAMAGE, THEFT OR DESTRUCTION OF PERSONAL BAGGAGE

INSURED INTEREST

The Insurer shall cover:

- Loss and damage.
- Theft committed by forcible entry, robbery or outright violence.
- Total or partial destruction.

The Insurer's cover shall only attach if :

- The loss, damage or destruction takes place while the Baggage is under the responsibility of a carrier and it has been booked in.
- The Insured/Member must express all the necessary reserves to the carrier, in the period and manner laid down by the rules, and must produce evidence of this to the Insurer.
- The loss, damage or destruction is the consequence of a catastrophic event such as a fire, flood, collapse or an Act of Terrorism.
- The theft is the subject of a complaint to the local authorities and the Insured/Member sends the original of the receipt to the Insurer.

LIMIT OF LIABILITY

- Cover in respect of the Insured/Member's Baggage and personal belongings shall apply up to the limit of **Two Thousand Euros (€2 000)**.
- Cover in respect of valuable items, jewellery and furs shall apply up to the limit of **One Thousand Euros (€1 000)** of the indemnity paid in respect of "Baggage" cover.

EXCLUSIONS SPECIFIC TO BAGGAGE, BELONGINGS AND PERSONAL EFFECTS

The following shall be expressly excluded from cover:

- Dentures, artificial eyes and other prostheses, spectacles and contact lenses.
- Cash, personal papers, commercial documents, administrative documents, traveller's cheques, credit cards, air tickets, travel tickets and vouchers.
- Damage caused by normal wear and tear, depreciation and inherent defects in the Baggage. Damage caused by moths or vermin or methods of cleaning, repair or restoration, or poor Baggage handling through the action of the Insured/Member.
- Loss or damage resulting from confiscation, seizure or destruction by order of an administrative authority.
- Valuable items, jewellery and furs left in a parked vehicle, irrespective of the time.
- Valuable items, jewellery and furs entrusted to carriers.
- Keys and any other similar objects (e.g. magnetic cards or badges).
- Any Baggage or personal belongings left unattended by the Insured/Member.
- Mobile telephones.
- Audio-visual equipment, laptop computers, electronic diaries, cameras, video or hi-fi equipment

entrusted to carriers.

- The costs that may be indemnified by another insurance policy or those that are the subject of an indemnity awarded to the Insured.

CALCULATION OF INDEMNITY FOR VALUABLE ITEMS, JEWELLERY AND FURS

The indemnity shall be calculated on the basis of the new replacement value on the date of the Loss, but subject to a limit of **One Thousand Euros (€1 000)** of the indemnity paid in respect of "Baggage" cover.

A personal valuation by an amateur shall not be taken into account.

CALCULATION OF INDEMNITY FOR THE INSURED'S BAGGAGE, BELONGINGS AND PERSONAL EFFECTS

- For the first year following purchase, reimbursement shall be calculated at **Seventy-Five per cent (75%) of the purchase price.**
- From the second year following purchase, reimbursement shall be reduced by **Ten per cent (10%) per year.**

RECOVERY OF STOLEN OR LOST BAGGAGE

In the event of the recovery of all or some of the stolen or lost items, at any time whatsoever, the Insured/Member must immediately inform the Insurer.

If the recovery takes place:

- Before payment of the indemnity: the Insured/Member must regain possession of the said items.

The Insurer shall only be liable for payment of an indemnity in respect of the damage sustained and also the expenses paid by the Insured/Member, with the Insurer's agreement, in order to recover these items.

- After payment of the indemnity: the Insured/Member, from the date on which the said items are recovered, has a period of Thirty Days to opt either to take back or abandon all or part of the items found.

Should this deadline not be met, the items shall become the property of the Insurer.

If they are taken back, the settlement shall be adjusted by taking account of the value of the items taken back on the date of their recovery.

The Insured/Member shall be obliged to return, if applicable, the excess indemnity received.

LEGAL ASSISTANCE

ACE ASSISTANCE shall pay, up to **Thirteen Thousand Euros (€13 000)**, the fees of the legal representatives whose services the Insured/Member may call upon, if he/she is prosecuted for unintentional breach of the laws of the country in which he/she is located.

This cover shall attach solely outside the Home country.

BAIL BOND

If, in the event of an unintentional breach of the laws of the country in which he/she is located, the Insured/Member is compelled by the authorities to furnish a bail bond, **ACE ASSISTANCE** shall pay an advance up to the sum of **Seven Thousand Five Hundred Euros (€7 500)**.

ACE ASSISTANCE shall grant the Insured/Member a period of Three Months from the date of the advance to pay this sum back.

If this bond is refunded to the Insured by the country's authorities before the end of this period, it must immediately be returned to **ACE ASSISTANCE**.

If the Insured/Member, having been summonsed before a court, fails to appear, **ACE ASSISTANCE** shall immediately demand repayment of the bail bond which the Insured/Member will be unable to recover owing to his/her non-appearance.

Legal proceedings may be brought if the bail bond is not repaid within the period mentioned above.

This cover shall attach solely outside the Home country.

SEARCH AND RESCUE EXPENSES

The Insurer shall meet, to the extent of **Five Thousand Euros (€5 000)** any one Insured and **Thirty Thousand Euros (€30 000)** any one event, the search and rescue expenses advanced by the local authorities but which must be reimbursed to them by the Insured/Member.

"NON-OCCUPATIONAL" LIFE LIABILITY OUTSIDE THE HOME COUNTRY

INSURED INTEREST

The Insurer shall cover the Insured/Member against the financial consequences of public liability that it may incur as a result of an act in his/her non-occupational life under current legislation or case-law owing to Bodily Injury, Property Damage or Consequential Financial Loss caused to Third Parties.

Cover shall only attach to loss or damage resulting from an act in his/her non-occupational life committed by the Insured/Member during a Tourist Trip/Visit outside his/her Home country.

LIMIT OF LIABILITY

This is fixed at Four Million Five Hundred Thousand Euros (€4 500 000) any one Loss for all Bodily Injuries, Property Damage and Consequential Financial Losses combined – upper limit reduced to One Million Five Hundred Thousand Euros (€1 500 000) any one Loss for loss and damage occurring or Claims made in the USA or CANADA (including their territories or possessions), subject to the following sublimits:

- Food Poisoning: **One Million Five Hundred Thousand Euros (€1 500 000)** any one Insurance Year.
- Property Damage and Consequential Financial Loss: Four Hundred and **Fifty Thousand Euros (€450 000)** any one Loss,

having applied a Deductible on each Loss of **One Hundred and Fifty Euros (€150)**.

This amount shall form the limit of the Insurer's liability for all of the losses and damage arising from the same initial cause, irrespective of the number of victims.

Should this loss or damage manifest itself over more than one Insurance Year, the Loss shall attach to the Insurance Year during which the first manifestation of loss or damage occurred.

This amount forms the limit of the Insurer's liability for all of the Losses attaching to the same Insurance Year, it being specified that:

- The limits of liability fixed in this way shall include inquiry, investigation, loss adjustment and lawyer's expenses and fees as well as the costs of litigation, and shall be reduced and finally exhausted by any out-of-court or judicial settlement of indemnity or expenses and fees.
- In the event of the limit of liability "any one Insurance Year" being exhausted before expiry of the Insurance Year, cover can only be reinstated for Losses subsequent to the signing of an endorsement placing on record the agreement of the parties on this point and fixing the additional premium resulting therefrom.
- The limit of liability "any one Insurance Year" shall be reinstated automatically and completely on the first day of each Insurance Year.
- And notwithstanding the present stipulations, the right to cancel enjoyed by the parties, in accordance with the law or the policy, shall continue to apply.

TIME RESTRICTION AFFECTING POLICY COVER

The cover triggered by the Prejudicial Event shall protect the Insured/Member against the financial consequences of Losses where the Prejudicial Event occurs between the initial inception of cover and its cancellation or expiry date, irrespective of the date of the other elements constituting the Loss.

EXCLUSIONS SPECIFIC TO "NON-OCCUPATIONAL LIFE" LIABILITY:

- Loss or damage caused by the Insured/Member during hunting.
- Loss or damage caused by the Insured/Member in his/her Home country.
- Loss or damage occurring during the use of motor vehicles or traction units, sailing or motor boats, aircraft or riding animals which the Insured/Member or the persons for whom he/she is legally liable owns, drives, rides or keeps.
- Property damage resulting from fire, explosion or water damage if it occurs in the premises of which the Insured/Member is the owner or occupier.
- The following dangerous sports: mountaineering, caving/potholing, boxing, polo, karate, American football, parachuting, piloting of aircraft, gliding, hang-gliding, bungee jumping, microlighting, kite surf, underwater/scuba diving with independent equipment.
- Any consequences of contractual commitments undertaken by the Insured in so far as the obligations resulting therefrom exceed those that are binding on him/her in accordance with ordinary law.
- Fines.
- Judicial compensation by way of a penalty,

usually known under the name of «PUNITIVE» or «EXEMPLARY DAMAGES» and generally defined as compensation supplementing the making good of the actual loss, which may be awarded to victims by the courts of the USA or CANADA, when they consider that the perpetrator of the loss or damage behaved in an "antisocial" or "extremely negligent" way or indeed "deliberately disregarded its consequences».

Likewise, cover shall not apply to loss or damage:

- Caused to property, including animals, controlled, managed, kept or used by the Insured, even if it/they is/are entrusted to him/her in connection with a voluntary activity.
- Caused to property, objects, products or animals sold by the Insured.
- Resulting from the Insured's participation in riots, civil commotion, Attacks, Acts of Terrorism or Sabotage.

PSYCHOLOGICAL ASSISTANCE

INSURED INTEREST

In the event of the Insured's death or permanent disablement as a result of an insured event or in the event of bodily injury arising from an assault, an attack or an act of terrorism, the Insurer shall refund the cost of consultations with a psychologist, up to the amount of **Two Thousand Euros (€2,000)** any one loss.

This refund shall be made:

- in the event of the Insured's death, to his/her Beneficiary;
- in other cases, to the Insured him- or herself

INFORMATION ASSISTANCE AND AID TO THE INSURED

CONVEYING MESSAGES

In the event of the absolute impossibility, beyond the control of the Insured/Member, of conveying an urgent message, **ACE ASSISTANCE** shall do its utmost to inform the persons concerned in time.

Sole liability for the messages shall rest with their authors, who must be identified. **ACE ASSISTANCE** shall only have the role of intermediary for their transmission.

ASSISTANCE WITH PASSPORT AND IDENTITY PAPERS

In the event of the loss, theft or unintentional destruction of the Insured/Member's passport, visa or identity papers during his/her journey, **ACE ASSISTANCE** shall inform the Insured/Member, in order to help him/her, about the various procedures necessary for reinstating them.

N.B.: In connection with the aforementioned coverage, **ACE ASSISTANCE** shall only provide a service. Should a loss occur leading to the application of:

- "Assistance with Passport and Identity Papers" cover: in the event of theft, the Insured must be in a position to supply the original of the receipt issued by the competent local authorities when he/she filed his/her complaint.

ACE ASSISTANCE shall not pay any indemnity in respect of this coverage.

COVERAGE WITHOUT ASSISTANCE

Indemnity in the event of messages being conveyed

As soon as supporting proof is presented to the Insurer, the latter shall meet the cost of conveying such messages.

Reimbursement of costs of reinstating papers

As soon as supporting proof is presented to the Insurer, the latter shall pay up to **One Hundred and Fifty Euros (€150)** for the reinstatement of the Insured/Member's identity papers, passport or visa in the event of the loss, theft or unintentional destruction.



PERSONAL ASSISTANCE

This coverage shall attach in accordance with the definition of Territorial Scope of Coverage.

APPLICATION OF COVERS

In order for the assistance services to apply, the Insured must, of necessity and prior to any intervention under the policy coverage, make contact with:

ACE ASSISTANCE

BY PHONE

From France : 01.40.25.50.25
From abroad : 33.1.40.25.50.25

BY FAX

From France : 01.40.25.52.62
From abroad : 33.1.40.25.52.62

Stating the Agreement number 920
741, followed by the policy number
FRBOTA09681.

EMERGENCY MEDICAL TRANSPORT

On advice from its medical authorities, ACE ASSISTANCE shall organise, put into operation and meet the cost of transporting the Insured/Member to the nearest medical centre or hospital where suitable medical treatment is accessible and not necessarily in the Home country.

This transport shall be provided either by a special ambulance plane or by a scheduled airliner.

ACE ASSISTANCE also reserves the right to decide on the place where the Insured/Member shall be transported and the means and methods for doing so, bearing in mind all the existing facts and circumstances known to ACE ASSISTANCE at the time of the event.

If the Insured/Member is evacuated to his/her home address, ACE ASSISTANCE reserves the right to use the travel tickets initially provided for the Insured/Member's return.

After the emergency medical transport, if his/her medical condition so allows, the ill or injured Insured/Member shall be repatriated to his/her Home country on a scheduled airliner.

The medical authorities of ACE ASSISTANCE shall alone be authorised to decide on repatriation, the choice of means of transport and the place of Hospitalisation.

The reservations shall be made by ACE ASSISTANCE.

SENDING OUT A DOCTOR

If required by the Insured's condition and the circumstances, ACE ASSISTANCE may decide to send out a doctor or a medical team to the area in order better to assess the measures to be taken and to organise them.

ACE ASSISTANCE shall meet the travelling expenses and consultation fees of the doctor appointed.

REPATRIATION TO THE INSURED'S HOME ADDRESS

When the Insured is in a position to leave the Hospital Establishment, ACE ASSISTANCE shall organise and meet the cost of the Insured's repatriation to his/her home address.

Repatriation, as well as the most suitable methods, shall be decided and chosen by ACE ASSISTANCE.

REPATRIATION OF THE BODY IN THE EVENT OF DEATH

In the event of an Insured's death, ACE ASSISTANCE shall organise and meet the cost of transporting the Insured's body to his/her home address.

Liability for the cost of the coffin shall be limited to **Two Thousand Euros (€2 000)**.

This service shall also apply to transportation of the body which has been temporarily buried in accordance with local practices and requirements, in order to be buried again or cremated in the Insured's Home country.

The costs of the coffin, burial, embalming and ceremony, unless they are made obligatory by local legislation, shall not be borne by ACE ASSISTANCE.

ACCOMPANYING THE DECEASED

If, following the death of an Insured not accompanied during his/her Stay/Visit, it transpires that the presence of a member of his/her family is necessary to identify the body and/or participate in the formalities of repatriation or cremation, ACE ASSISTANCE shall make available to a close relative, who has remained in the Home country, a return air ticket (tourist class) or train ticket (1st class) to enable him/her to go to the place where the deceased is located.

ACE ASSISTANCE shall meet the accommodation expenses limited to a maximum of **Eighty Euros (€80)** per day for a maximum period of four days.

EARLY RETURN OF THE INSURED FOLLOWING THE DEATH OR HOSPITALISATION OF A RELATIVE OF THE INSURED

If the Insured has to interrupt his/her Stay owing to the death or Hospitalisation of his/her Spouse/Partner, a relative in direct line of ascent or descent, a brother or sister, a father-in-law or mother-in-law, a son-in-law or daughter-in-law, or a brother-in-law or sister-in-law, ACE ASSISTANCE shall make available and meet the cost of a return air ticket (tourist class) or train ticket (1st class) from the place where the Insured is staying to the place of burial or Hospitalisation in the Insured's Home country.

ATTENDANCE AT THE INSURED'S BEDSIDE IN HOSPITAL

If the Insured is Hospitalised and if his/her condition prevents repatriation to his/her home address, ACE ASSISTANCE shall make available to a member of his/her family a return air ticket (tourist class) or train ticket (1st class) to go to his/her bedside; this shall solely be for departure from the Insured's Home country.

ACE ASSISTANCE shall arrange hotel accommodation for that person and shall meet his/her expenses, actually incurred, on presentation of original supporting documents, **up to a**

maximum of Eighty Euros (€80) per day for a maximum period of ten days.

It is pointed out that coverage shall strictly and solely extend to the costs of renting the hotel room, to the exclusion of any other expenses.

SENDING ESSENTIAL MEDICINES THAT CANNOT BE FOUND LOCALLY

If it is impossible for an Insured travelling abroad to find locally the medicines needed for his/her health or their equivalents, ACE ASSISTANCE shall look for them and dispatch them as soon as possible, in so far as national and international legislation permits.

This cover can under no circumstances be granted in connection with:

- Long-term treatment which requires regular consignments spread throughout the period of the stay.
- A request for vaccine.
- Contraception.

MEETING THE COST OF EXTENDING THE INSURED'S STAY

If the Insured's state of health does not require his/her Hospitalisation, if ACE ASSISTANCE cannot bring about his/her repatriation and if the scheduled period of the assignment has ended, ACE ASSISTANCE shall meet the costs of extending his/her stay up to **Eighty Euros (€80) per day** until he/she is repatriated, **subject to a maximum of Ten Days**, that is, **Eight Hundred Euros (€800)** for the entire benefit.

EXCLUSIONS AND LIMITATIONS SPECIFIC TO ASSISTANCE COVERS

Apart from all of the exclusions specified in the present General Conditions,

ACE ASSISTANCE SHALL NOT BE LIABLE:

- in cases where the Insured has deliberately breached the laws in force in the countries that he/she is crossing or in which he/she is temporarily staying;
- in the case of requests for assistance relating to events occurring as a result of the Insured's participation as a competitor in sports competitions, bets, matches, contests, car rallies or their trials, they shall be excluded, as well as the organisation of search and rescue operations associated with such events.

Moreover, ACE ASSISTANCE:

- shall only be liable up to the limit of the agreements given by the local authorities;
- can under no circumstances take the place of the local emergency services, nor meet the costs thus incurred;
- Shall not be held liable for failures or mishaps in the execution of the obligations resulting from cases of force majeure or events such as Civil or Foreign War, revolution, civil commotion, riots, strikes, seizure or distraint by the law-enforcement agencies, official prohibition, piracy, hijacking, explosion of devices, nuclear or radioactive effects or prevention due to climate.

IMPOSSIBILITY OF CANCELLING

MEMBERSHIPS/ENROLMENTS

Enrolments to the present Group Policy are made for the temporary period of the Stay/Visit (the period between the departure date and the return date specified in the Specific Conditions of Membership). Membership cannot be cancelled once it has been taken out.

PREMIUM

The premium shall be determined according to the period of Insurance and the total cost of the Stay/Visit.

Clarification: the premium shall not be refundable in the event of cancellation or interruption of the Stay/Visit.

MISCELLANEOUS CLAUSES

EXPERT ASSESSMENT IN THE EVENT OF DISAGREEMENT

If there is a dispute of a medical nature, each party shall appoint its doctor, in order to organise a joint expert assessment.

Should these doctors fail to reach an agreement, they shall appoint a third doctor in order to make a final decision.

Should one of the parties fail to appoint its doctor or should the doctors representing the parties fail to agree on the choice of the third doctor, the appointment shall be made by the President of the High Court in the area where the Insured's home is situated, if he/she is domicile in France, or the President of the High Court of Paris, if the Insured is domiciled abroad.

Each party shall retain for its account the fees and expenses for the participation of the doctor whom it appointed; those for the participation of the third doctor shall be shared equally between them.

Where the consequences of the Loss are aggravated by the existence of an illness, a psychological condition, or by the Insured's neglect or his/her refusal to undergo the medical treatment necessitated by his/her condition, the benefit shall be fixed according to the consequences that the said Loss would have had on a person of normal health, not having any disability and having undergone appropriate medical treatment.

CONDUCT OF PROCEEDINGS

The Insurer shall meet the costs and fees of any inquiry, investigation, expert assessment or lawyers as well as the costs of litigation. These costs and fees shall be deducted from the applicable limit of liability.

Where the Insurer takes over the conduct of the defence of the Insured, that does not mean that the Insurer waives the right to make use of any cover exclusions or restrictions of which it was not aware at the actual time when it took over the aforesaid defence.

In the event of criminal proceedings where civil interests are or will be pursued in connection with those proceedings or any other subsequent proceedings, the Insured/Member undertakes to involve the Insurer in its defence without that undertaking altering the scope of the present policy's cover.

Under threat of Forfeiture, the Insured/Member must not interfere in the conduct of the proceedings where the subject-matter of the proceedings comes under the "Non-Occupational Life Liability" cover.

COMPROMISE SETTLEMENT

The Insurer shall alone have the right, within the limits of its coverage, to reach compromise settlements with the injured parties.

No compromise settlement or admission of liability without the consent of the Insurer can be invoked against it.

However, the acknowledgement of a material fact shall not be considered to be an admission of liability, nor the mere fact of having obtained urgent help for the victim, where this constitutes assistance that any person has the moral duty to provide.

TIME-BAR

In accordance with article L.114-1 of the Insurance Code, any actions deriving from the present insurance policy shall be time-barred two years after the event giving rise to them. However, this period shall only commence:

1. In the event of non-disclosure, omission, misrepresentation or inaccuracy concerning the risk in question, from the date on which the Insurer becomes aware of same;
2. In the event of a Loss, from the date on which the interested parties become aware of same, if they can prove that they did not know about it until then.

When the reason for the Insured's action against the Insurer is third party recourse, the time-bar period shall only run from the date on which this third party brought legal action against the Insured or was indemnified by the latter.

The time-bar shall be increased to ten years in the case of actions brought by the Beneficiaries in the event of the Insured/Member's Death.

The time-bar shall be interrupted for any of the ordinary reasons for interruption of a time-bar and by the appointment of experts/adjusters following a Loss. The time-bar on the action may also be interrupted by the dispatch of a registered letter with advice of delivery sent by the Insurer to the Insured/Member as regards an action for payment of the premium and by the Insured/Member to the Insurer as regards settlement of the indemnity.

SUBROGATION

Up to the amount of the costs that it has incurred, the Insurer shall be subrogated, in accordance with the terms of Article L.121-12 of the Insurance Code, to the rights and remedies of the Insured/Member with respect to any party responsible for the Loss.

Similarly, where all or part of the benefits granted in pursuance of policy covers are covered wholly or partly by an insurance policy, a sickness insurance organisation, Social Security or any other institution, the Insurer shall be subrogated to the rights and remedies of the Insured/Member with respect to the above-mentioned organisations and policies.

MEDIATION

In the event of disagreement with the Insurer, the Insured or Member shall be entitled, before any legal proceedings, to refer the matter to the Insurance Mediator (or Ombudsman) at the following address:

Le Médiateur de la Fédération Française des Sociétés d'Assurances [The Mediator of the French Federation of Insurance Companies], BP 290, 75425 PARIS CEDEX 09.

MISREPRESENTATION (ARTICLES L. 113-8 AND L. 113-9 OF

THE INSURANCE CODE)

Besides the ordinary grounds for nullity and for reducing the benefits, the Insurance Policy shall be rendered null and void in the event of non-disclosure or fraudulent misrepresentation on the part of the Insured/Member, where this non-disclosure or fraudulent misrepresentation changes the nature of the risk or downgrades the Insurer's evaluation of same, even if the risk omitted or altered by the Insured/Member had no effect on the Loss.

INFORMATION ON THE INSURED/ MEMBER

In accordance with the Law of 06/01/1978, the Insured/Member shall have the right to access, rectify and object to the information concerning them. This right may be exercised by contacting **ACE Europe**, Le Colisée, 8, avenue de l'Arche, 92419 Courbevoie Cedex.

ACE Europe shall specify the different types of information available to the Insured/Member concerning the insurance policy.

The Insured/Member can write, specifying the policy number, to the Direction Clientèle [Customer Services Dept.] of ACE Europe: Le Colisée 8, avenue de l'Arche, 92419 COURBEVOIE Cedex, which shall examine the request and reply as soon as possible.

The Insured/Member, acting on his/her own account and on behalf of his/her assignees, undertakes to make it easy for ACE Europe's medical adviser to access his/her medical file. The Insurer undertakes to abide by an internal procedure limiting the number of people with access to documents and information of a strictly medical nature. These persons shall be subject to an obligation of confidentiality.

The authority responsible for monitoring ACE Europe's operations is, pursuant to the Community rules on freedom of establishment, the supervisory authority of the United Kingdom: The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom.

The policy shall be subject to French Law and to the regulations of the Insurance Code.

RESPECT FOR THE ECONOMIC AND COMMERCIAL SANCTIONS

Whenever coverage, benefit or claim payment provided by this policy would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, national law or United States of America, such coverage, benefit or claim payment shall be null and void.

ACE European Group Limited

Siège Social : 100 Leadenhall street - Londres, EC3A 3BP - Royaume Uni. Société de droit anglais au capital de 544.741.144 £ enregistrée au registre de commerce et des compagnies de l'Angleterre et du Pays de Galles sous le numéro : 1112892.

Autorité de contrôle : **Financial Services Authority** - 25 The North Colonnade Canary Wharf - Londres. E14 5HS Royaume Uni.

Dans certains cas, le contrôle peut être exercé dans des conditions différentes de celles applicables au Royaume Uni. Succursale pour la France : Le Colisée - 8, avenue de l'Arche 92419 Courbevoie Cedex Numéro d'identification 450 327 374 R.C.S. NanterreAPE 65.12Z

Garantie financière et assurance RC conformes aux articles L530-1 et L530-2 du Code des assurances
Inscrit à l'Orias N°07002147



Chapka Assurances

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SAS au capital de 80 000 euros
N° de RCS : Paris B 441 201 035