

Travel Assistance and Insurance



Information document for an insurance product

Company: Inter Partner Assistance, a non-life insurance company licenced by the National Bank of Belgium, considered through its French branch (SIREN company registration no.: 316 139 500/BNB number: 0487)

Product: Schengen Step

This information document provides a summary of the main covers and exclusions of the product. It does not take into account your specific needs and requests. You will find full information on this product in the pre-contractual and contractual documentation (Information Notice and/or General Terms and Conditions).

What sort of insurance is this?

The SCHENGEN STEP policy covers the Insured Parties for the occurrence of a difficulty (serious injury, death, luggage-related issues, prosecution, loss/theft of documents) while traveling within the coverage area.



What is insured?

COVERS APPLYING TO ALL PLANS:

✓ Emergency medical expenses abroad

Silver: € 30,000 per insured party per event

Gold: € 50,000 per insured party per event

✓ Medical repatriation: Actual costs

✓ Repatriation of the body in case of death: Actual costs
(max cost of coffin: € 1,500)

✓ Search and rescue costs: € 5,000 inc. taxes per Insured Party
€ 22,000 inc. taxes per event

✓ Luggage insurance: € 1,000 inc. taxes per Insured Party
and € 10,000 inc. taxes per event

✓ Personal liability abroad: Total Damages Combined
€4,500,000/insured
Defense and recourse
€20,000/insured

GOLD COVERS ONLY:

✓ Advance of bail abroad: € 15,000 per insured party

✓ Legal fees abroad: € 3,000 per insured party

✓ Assistance in case of loss or theft of papers abroad: Taxi up to € 100



What is not insured?

- ✗ Any services contracted by the Insured Party without the prior agreement of Inter Partner Assistance
- ✗ All the consequences of events that occurred before the contract was taken up.



Are there any exclusions to coverage?

Damages consecutive to the following are excluded:

- ! alcohol abuse (blood alcohol level higher than the regulatory limit), the use or absorption of medicines, drugs or narcotics not prescribed by a doctor;
- ! any deliberate action or wilful negligence by the insured party;
- ! the practice of the following sports: bobsleigh, mountaineering or rock climbing;
- ! the insured party's participation in any competitive sports event or in endurance or speed events and their preparatory practice sessions, on board any land or air vehicle (with or without an engine), as well as the practice of snow or ice sports other than as an amateur;
- ! the explosion of radioactive nuclear devices and effects;
- ! official bans, confiscation or restrictions by the law enforcement authorities;
- ! civil or foreign war whether declared or not;
- ! general mobilisation, any requisition of persons and/or equipment by the authorities;
- ! any social conflict such as a strike, a riot, a popular uprising;
- ! any restriction on the free movement of goods and persons;
- ! natural disasters;
- ! epidemics, any infectious or chemical risk;
- ! all cases of force majeure.
- ! pre-existing illness or injury, diagnosed and/or treated and having been the subject of a medical consultation or hospitalisation within the six (6) months before the date of the request for assistance.
- ! Trips undertaken for diagnosis and/or treatment are also excluded.



Where am I covered?

The covers provided by the SCHENGEN STEP Policy apply to private and business Stays made in the following coverage area: Schengen Area states (including French overseas areas: Guadeloupe, Martinique, French Guiana, Reunion, Mayotte, Saint Pierre and Miquelon, Saint-Barthelemy, the Collectivity of Saint Martin, Wallis and Futuna, French Polynesia, New Caledonia, French Southern and Antarctic Lands, Clipperton), as well as Bulgaria, Cyprus, Croatia, Ireland, Romania and the United Kingdom.



What are my obligations?

Non-compliance with the obligations may result in the nullity of the policy, non-provision of cover, suspension of cover.

When taking up the policy

- Provide all the supporting documents requested by the insurer

During the term of the policy

- Pay the premiums

In the event of a claim

- Regarding the assistance covers: contact AXA Assistance immediately before using any service
- Regarding the insurance cover: the Insured Party must declare the claim to AXA Assistance by email and enclose all the required supporting documents.



When and how do I pay?

AXA Assistance has mandated Insurte to collect, on its behalf, the amount of the premiums due by the Policyholder, to ensure their collection, and to terminate the SCHENGEN STEP Assistance Policy in case of failure to pay outstanding amounts.



When does cover begin and when does it end?

- **The covers** take effect upon the arrival of the Insured Party in a State within the Covered Area, subject to the effective receipt of the premium, and ends upon departure from the Covered Area and at the latest 48 hours after the return date stated on the Application Form.
- **The policy** cannot exceed ninety (90) consecutive days.



How do I terminate the policy?

You can terminate your membership as provided for in the SCHENGEN STEP General Terms and Conditions, or by the French Insurance Code by sending an e-mail to contact@insurte.com



SCHENGEN STEP

GENERAL TERMS AND CONDITIONS

What policy have I taken up?

This **SCHENGEN STEP** Policy is a Policy marketed and managed by:

Insurte, a sole-trader limited liability company with a capital of 10,000 Euros, registered with the Caen Register of Business and Companies under number 523 065 860, whose registered office is located at 5 Ter Rue du Magasin à Poudre - 14000 Caen - France, an insurance broker registered with ORIAS under number 10 056 187 (www.orias.fr), hereinafter referred to as "**Insurte**".

The Policy is underwritten by:

INTER PARTNER ASSISTANCE, a Belgian-law limited company with a capital of 180 702 613 euros, a non-life insurance company licenced by the National Bank of Belgium (0487), registered at the Brussels Register of Legal Entities under number 415 591 055, whose registered office is located at 7 Boulevard du Régent 1000 – Bruxelles – Belgium, considered through its French branch, registered with the Register of Business and Companies of Nanterre, France under number 316 139 500, located at 8-10, rue Paul Vaillant Couturier 92240 Malakoff, France.

INTER PARTNER Assistance, a company belonging to the AXA Assistance Group, is referred to as "AXA Assistance" in this Policy. Inter Partner Assistance (AXA Assistance), as a Belgian-law insurance company, is subject to the prudential supervision of the National Bank of Belgium, located Boulevard de Berlaimont 14 - 1000 Brussels – Belgium - VAT BE 0203.201.340 - RPM Brussels - (www.bnb.be).

Insurte and the French branch of INTER PARTNER Assistance are subject to the control of the French Prudential and Resolution Supervisory Authority (ACPR), located at 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 (France).

The Policy is made up of these General Terms and Conditions, supplemented by the Subscription Form. It is written in French and governed by the French Insurance Code.

Which trips are covered?

- a) The covers provided by the SCHENGEN STEP Policy apply to private and business Stays in the following coverage area: Schengen Area states (*including French overseas areas: Guadeloupe, Martinique, French Guiana, Reunion, Mayotte, Saint Pierre and Miquelon, Saint-Barthelemy, the Collectivity of Saint Martin, Wallis and Futuna, French Polynesia, New Caledonia, French Southern and Antarctic Lands, Clipperton*), as well as Bulgaria, Cyprus, Croatia, Ireland, Romania and the United Kingdom.
- b) Duration of stays covered depending on which plan is taken up:

Silver and Gold Plans: Private or business stays of up to ninety (90) consecutive days in the Covered Area.

What to do when a claim arises?



For assistance services

To obtain the covered assistance benefits in case of difficulty following a Covered Event, the Insured Party must contact AXA Assistance immediately by any of the following means:

Phone: +33 (0)1 55 92 19 05

Fax: +33 (0)1 55 92 40 50

Only assistance services organised by the Insured Party with the prior agreement of AXA Assistance can be reimbursed, by sending the original supporting documents and corresponding case number to:

AXA Assistance
Payments Administration Department
8-10, rue Paul Vaillant Couturier
92240 Malakoff – France

For the insurance covers

To obtain the compensation provided under the insurance covers, the Insured Party must file the claim with AXA Assistance by any of the following means:

Phone: +33 (0)1 49 65 25 61

Fax: +33 (0)1 55 92 40 41

Email: gestion.assurances@axa-assistance.com

By registered mail with acknowledgment of receipt sent to:

AXA Assistance
Payments Administration Department
8-10, rue Paul Vaillant Couturier
92240 Malakoff – France

The claim must be filed within 5 working days of having knowledge of the insured event. Beyond this period, if AXA Assistance suffers any damage due to the Insured Party's late report, the latter loses any right to compensation.

Reimbursements in the event of a claim or as part of the membership are always made in Euros, based on the exchange rate in effect on the date of payment. Any costs related to foreign exchange will be borne by the Insured Party.

Article 1. How does AXA Assistance help the Insured Party?

1.01 Primary help

AXA Assistance cannot take the place of the local or national emergency search and rescue services and will not pay any costs arising from their intervention, unless otherwise stated in the policy.

1.02 Obligations of AXA Assistance

AXA Assistance undertakes to use all the means at its disposal to implement the services and covers of this Policy. AXA Assistance cannot be held liable for any business or commercial damage that the Insured Party incurs as a result of a Covered Event that required the intervention of AXA Assistance.



1.03 Obligations of the Insured Party

The Insured Party undertakes to comply with the recommended solutions and to provide AXA Assistance with all evidence to substantiate the validity of his/her request.

1.04 Provision of a travel ticket

When AXA Assistance organises and pays for the Insured Party's transport, the Insured Party undertakes to:

- Either reserve to AXA Assistance the right to use his/her original ticket;
- Or reserve to AXA Assistance the reimbursement he/she has obtained from the tour operator or the issuer of the ticket.

When AXA Assistance organises and pays for repatriation, this is done in one of the following ways:

- By plane in economy class;
- By train in first class;
- By taxi.



Summary of cover

What does AXA Assistance do to help the Insured Party?

Page	Covers	Silver 0802818	Gold 0802819
	Medical repatriation		
	Sending a doctor to attend the insured party abroad		
	Costs of additional stay		
	Visit by a relative		
	Accompanying minor children		
	Repatriation in case of death		
	Medical expenses insurance		
	Early return		
	Luggage Insurance		
	Search and rescue costs		
	Personal Liability Abroad		
	Organisation of services		
	Advance of bail abroad		
	Legal fees abroad		
	Medical information and advice		
	Transmission of urgent messages		
	Assistance in case of loss or theft of papers abroad		



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Article 2. Vocabulary

In these General Terms and Conditions, words or expressions starting with a capital letter have the following meaning:

INSURED PARTY

The natural person named in the Subscription Form.

SERIOUS INJURY

Injury or illness of a nature likely to threaten the Insured Party's life or bring about a significant deterioration in the condition of the Insured Party in the short term if proper care is not provided immediately.

Here, "injury" means any injury resulting from the sudden and violent action of an unpredictable external cause beyond the control of the Insured Party.

Here, "illness" means any sudden, unpredictable change in the Insured Party's health observed by a competent medical authority.



MEDICAL AUTHORITY

A person who holds a degree in medicine or surgery currently valid in the country where the Insured Party is located.

AXA ASSISTANCE

INTER PARTNER Assistance Branch for France, as defined in the preamble to this Policy.

NATURAL DISASTERS

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

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions list the benefits and covers that the Insured Party enjoys as well as how they are implemented. The Insured Party is only entitled to those benefits and covers listed on the Subscription Form.

SUBSCRIPTION FORM

The Subscription Form specific to each Policyholder lists the Insured Parties (**up to 10 persons**) and information on the covered stay (in-force and end dates, covered area, total amount of stay) as well as the plan and options taken up.

POLICY

The Insurance Policy drawn up by AXA Assistance including the General Terms and Conditions and the Subscription Form.

RESIDENCE

The usual primary residence of the Insured Party. It must be **outside the Covered Area**.

LENGTH OF STAY

Silver and Gold Plans: the stay, which is the subject of the covers under this Policy, cannot exceed the **maximum of ninety (90) consecutive days**.

MEDICAL TEAM

The AXA Assistance medical assistance organisation.

SCHENGEN SPACE

The area of free movement of persons between the Schengen Agreement signatory States (Treaty of Amsterdam, 1999), France's overseas territories, and States applying its provisions without being signatories to it (the Principalities of Andorra and Monaco).

ABROAD

All countries located **outside the country of Residence** and in the Covered Area.

ACCOMMODATION EXPENSES

Costs of hotels, breakfasts included, and taxis necessary for the delivery of the benefits that AXA Assistance organises and pays for under this policy. Any provisional housing solution not organised by AXA Assistance will not give rise to any compensation.

FRANCE

Metropolitan France.



EXCESS

The portion of the damages to be paid by the Insured Party.

EMERGENCY HOSPITALISATION

An unplanned, medically-prescribed stay that cannot be delayed, of at least 24 hours in a public or private healthcare establishment for the purposes of receiving medical or surgical treatment for serious bodily harm.

CHRONIC DISEASE

A disease that is evolving and requires regular monitoring and/or treatment.

FAMILY MEMBERS

The Insured Party's lawful or common-law spouse or civil partner, his/her ascendants or descendants or those of his/her spouse, his/her parents-in-law, siblings, brothers-in-law, sisters-in-law, children-in-law, or those of his/her spouse.

Their country of residence must be the same as the Insured Party's.

RELATIVE

Natural person designated by the Insured Party, or one of his/her heirs and assigns. This person must have the same country of residence as the Insured Party.

STAY

Ticket, package tour (tour operator, cruise, bus operator, etc) or custom combination (flight-only and rental, etc), vacation rental, booked with the tour operator and whose dates, destination and cost are included to the Special Terms and Conditions.

POLICYHOLDER

A natural person who has taken up the SCHENGEN STEP policy, designated as such on the Subscription Form and who undertakes to pay the insurance premium.

MEDICAL ORGANISATION

Public or private organisation adapted to each particular case and defined by the AXA Assistance Medical Team.

TICKET

In the context of public passenger transport, this means the document that enables the Insured Party to substantiate the payment of the transport.

GEOGRAPHICAL ZONES

The geographical zone is the zone in which the insured party has his/her domicile, it is stated on the Subscription Form.

COVERED AREA

The geographical zone specified in article 3 in which the Insured Party travels, as specified on the Subscription Form.



Article 3. Where is the Insured Party covered?

The Insured Party is covered for the length of the stay, subject to terms and conditions below.

The Covers operate in the following covered area: States of the Schengen Space (including French overseas areas: Guadeloupe, Martinique, French Guiana, Reunion, Mayotte, Saint Pierre and Miquelon, Saint-Barthelemy, the Collectivity of Saint Martin, Wallis and Futuna, French Polynesia, New Caledonia, French Southern and Antarctic Lands, Clipperton), as well as Bulgaria, Cyprus, Croatia, Ireland, Romania and the United Kingdom:

Article 4. Definitions of the assistance covers

The Insured Party is entitled to assistance covers 4.01 to 4.08 if he/she is in difficulty as a result of an injury or death of one or more insured parties.

4.01 Medical repatriation

The AXA Assistance medical team will contact the attending doctor on site and take decisions that best suit the Insured Party's state of health based on the information gathered and medical requirements.

If the AXA Assistance medical team recommends repatriation of the Insured Party to a medical organisation or his/her Home, AXA Assistance will organise and pay for its implementation.

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

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

Any refusal of the solution proposed by AXA Assistance's medical team will result in the forfeiture of the medical assistance benefits.

4.02 Sending a doctor to attend the insured party abroad

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

4.03 Costs of additional stay

If the Insured Party is hospitalised or if the AXA Assistance medical team recommends an extension of his/her stay away because of his/her state of health, AXA Assistance organises and pays his/her costs for the additional stay.

AXA Assistance's cover operates until the date he/she is repatriated, **but not exceeding five (5) consecutive nights and up to € 80 per night per insured party.**

This cover excludes cover "4.04 Visit by a relative".



4.04 Visit by a relative

If the Insured Party is hospitalised for more than three (3) consecutive days (or starting on the first day if it involves a minor or a life-threatening condition), AXA Assistance will organise and pay for the round-trip transport and on-site accommodation costs a family member or one of his/her relatives (two transport tickets if it involves a minor) so that they can visit him/her.

The AXA Assistance cover operates until the date the Insured Party is repatriated, **but not exceeding five (5) consecutive nights and up to € 80 per night per insured party.**

This cover excludes cover "4.03 Costs of additional stay".

4.05 Accompanying minor children

If the Insured Party is hospitalised or repatriated, in the absence of a major member of the family to keep the insured minor children, AXA Assistance organises and pays for their return home.

AXA Assistance also pays for the round-trip ticket and the expenses of a major accompanying person for **up to two (2) consecutive nights and up to € 80 per night.**

4.06 Early return

If the Insured Party's presence at home is required as a result of:

- Death, or hospitalization for more than three (3) days in his country of residence (hospitalization without excess if life-threatening or in the case of a minor) of a member of his/her family or their tutor,
- Serious damage to his/her principal residence, farm or business premises, which requires his/her to be present on the spot to carry out the necessary protective measures.

AXA Assistance will organise and pay for:

- Either his/her return trip and that of the insured members of his/her family traveling with him,
- Or his/her round-trip.

4.07 Repatriation in case of death

AXA Assistance will organise and pay for the repatriation of the Insured Party's body or ashes from the place of death to the place of burial in his/her country of residence.

AXA Assistance will pay the costs of post-mortem, placing in a coffin and making the necessary transport arrangements.

The cost of transport of the coffin will be paid **up to € 1,500.**

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

AXA Assistance will be solely responsible for choosing the companies involved in the repatriation process.



4.08 Exclusions specific to the medical assistance covers

The following are excluded and will not trigger the intervention of AXA Assistance, or be the subject of compensation for any reason whatsoever:

- All interventions and/or reimbursements relating to medical visits, check-ups, and preventive screenings;
- Benign conditions or lesions that can be treated on site and do not prevent the Insured Party from continuing his/her stay;
- Recovery, conditions being treated and not yet stabilised and/or requiring further scheduled treatments;
- Pre-existing illness or injury, diagnosed and/or treated and having been the subject of a medical consultation or hospitalisation within the six (6) months prior to the date of the request for assistance;
- Any sequels (check-up, additional treatments, relapses) from a condition having given rise to a repatriation;
- Cosmetic surgery;
- Suicide attempts and their consequences;
- Travel undertaken for diagnosis and/or treatment;
- Consequences of the lack, impossibility, or sequels of a vaccination or treatment necessitated or imposed by a trip;
- Repetitive transport necessitated by his/her state of health.

Article 5. Legal Assistance Abroad Cover

The Insured Party is entitled to covers 5.01 and 5.02 only if he/she has taken up the Gold Plan.

If the Insured Party is the subject of court proceedings following an unintentional infringement of local laws outside his/her country of residence, which occurred as part of his/her private life, ie for acts unrelated to the performance of a business activity, AXA Assistance undertakes to deliver the below benefits to him/her:

5.01 Advance of bail

AXA Assistance, upon presentation of a security deposit, or signing of an acknowledgement of debt, will advance any bail that is required by the local court authorities for the release of the Insured Party or to enable him/her to avoid incarceration, **up to € 15,000 per Insured Party**. This advance will be paid directly to the local court authority or to any organisation or person designated by it.

The Insured Party will be required to:

- Designate AXA Assistance directly as the recipient of the funds in case of reimbursement of the deposit decided by the court authority and, in case of a reimbursement sent directly to the him/her, immediately return the reimbursed amount to AXA Assistance;
- Reimburse the advanced funds within thirty (30) days of the court decision becoming enforceable;
- In any case, reimburse AXA Assistance within sixty (60) days from the date of payment.

5.02 Legal fees

AXA Assistance will cover legal fees **up to € 3,000 per insured party**.



Article 6. Emergency medical expenses abroad insurance

6.01 Purpose of the cover

The Insured is covered for the reimbursement of his/her emergency medical expenses resulting from an injury occurring and observed abroad during the period of validity of the covers, for which the Insured Party remains responsible.

In the event that these paying institutions do not pay for the medical and/or hospitalisation costs incurred, AXA Assistance will reimburse the Insured Party for these costs up to the cover limit, provided he/she sends the following to AXA Assistance:

- The original invoices for the medical and surgical costs;
- The certificate of refusal to pay issued by the paying institution.

Medical costs eligible for benefits: cost of medical visits, consultations, pharmacy, nursing, medical and surgical hospitalisation including medical and surgical fees, and, in general, any medical or surgical procedure associated with his/her condition.

6.02 Conditions and amount of the cover

This cover is valid only under the following conditions:

- The cover applies only to costs prescribed by a medical authority and incurred abroad during the period of validity of the covers;
- The cover applies only to costs approved by AXA Assistance, substantiated by the sending of a case number to the Insured Party or any person acting on his/her behalf, provided his/her request is found to be valid;
- In case of hospitalisation, except in cases of force majeure, AXA Assistance must be advised of the Insured Party's hospitalisation within 24 hours of the date mentioned on the hospitalisation certificate;
- The Insured Party must accept any change of hospital facility recommended by the AXA Assistance team;
- In all cases, the doctor assigned by AXA Assistance must be able to visit him/her and have free access to his/her medical record, in the strictest compliance with the code of practice;
- The cover ends automatically on the date when AXA Assistance repatriates him/her.

AXA Assistance will pay up to:

Plan taken up	Limit per insured party per event
Silver Plan	€ 30,000
Gold plan	€ 50,000

AXA Assistance will pay for emergency dental costs expenses **up to € 150 per Insured Party per stay**. In all cases, an **excess amount of € 30 per Insured Party will be applied**.



6.03 Exclusions specific to medical and surgical expenses

The exclusions common to all the covers under this Policy and the exclusions specific to medical assistance apply.

In addition, the following costs will not be advanced, reimbursed, or paid:

- Costs incurred in the Insured Party's country of residence;
- Vaccination costs;
- Costs of prostheses, devices, eyeglasses and contact lenses;
- Costs of surgical procedures and treatments of an aesthetic nature not resulting from an accident;
- Costs of stays in convalescent and rehabilitation homes.

6.04 Practical application details

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

- The nature, circumstances, date, and place of occurrence of the injury that necessitated the payment of medical expenses on site;
- A copy of the prescriptions issued;
- A copy of the invoices for all the medical expenses incurred;
- The original reimbursement forms/statements from any paying institution concerned;
- For accidents, the name and address of the responsible party and, if possible, of the witnesses, indicating whether a formal report or other report was made by the representatives of the authorities;
- In general, all documents likely to make it possible to produce an accurate assessment of the actual costs remaining to be paid by him/her;
- In addition, the Insured Party must send a confidential package for the attention of the Medical Director of AXA Assistance containing the medical records of hospitalisation, the initial medical certificate specifying the nature of the accident or illness and any other document that AXA Assistance may request from him/her.

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

6.05 Advance of hospitalisation costs abroad

In case of hospitalisation, and if the Insured Party or one of his/her assigns requests it, AXA Assistance may advance the hospitalisation costs on his/her behalf, up to the limit specified in article "Conditions and amount of the cover", in return for a "report of hospitalisation expenses" that commits the Insured Party to the steps to be followed.

In order to preserve AXA Assistance's subsequent rights, AXA Assistance reserves the right to ask the Insured Party or one of his/her beneficiaries for either a bank card imprint or a deposit cheque.

The Insured Party undertakes to carry out the formalities with the welfare institutions within fifteen (15) days of receiving the invoices for medical costs that AXA Assistance has sent to the Insured Party. If there is no response from the Insured Party within (3) three months, AXA Assistance will be entitled to demand the reimbursement of the sums advanced, plus fees and legal interest.



Article 7. Search and rescue costs insurance

7.01 Purpose of the cover

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

7.02 Advance on search and rescue costs

AXA Assistance may advance these costs on behalf of the Insured Party, up to the limits defined in section 7.04 "Cover Limits".

7.03 Cover limits

Payments by AXA Assistance **will not exceed € 5,000 inc. taxes per Insured Party**. However, the **maximum limit per event will not exceed € 22,000 inc. taxes**.

7.04 Claims Procedure

(a) Elements required for filing the claim

Your claim filing must contain the following information:

- The last name, first name and address of the Insured Party;
- The policy number;
- The date, causes and circumstances of the event;

(b) Items required for setting up the compensation case file

AXA Assistance sends to the Insured Party or to one of his/her assigns the compensation case file to be compiled.

This must be returned to AXA Assistance with the original invoices paid for the search and rescue costs.

7.05 Exclusions specific to the cover

The exclusions common to all the covers under this Policy and the exclusions specific to medical assistance apply.

In addition, the following costs will not be advanced, reimbursed, or paid:

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



7.06 Reimbursement

The reimbursement will be sent directly to the Insured Party or to his/her assigns or to any other person if the Insured so requests in writing. Reimbursements are always made in Euros, based on the exchange rate in effect on the date of payment.

Article 8. Information/advice services and miscellaneous services

The Insured Party is entitled to the following covers only if he/she has taken up the Gold plan.

8.01 Medical information and advice

The AXA Assistance medical organisation can provide the Insured Party with medical information and advice, 24/7. AXA Assistance can provide any general information:

On one or more medicines:

- generics;
- side effects;
- contraindications;
- interactions with other drugs.

In the following fields:

- vaccination;
- diet;
- lifestyle;
- food;
- preparing for a trip.

The service provided by the of AXA Assistance medical organisation is limited to providing objective information. The purpose of this service is not to provide a personalised medical consultation by telephone or to promote self-medication. If this is the request, AXA Assistance advises the Insured Party to consult his/her doctor.

8.02 Transmission of urgent messages

If the Insured Party is physically unable to send an urgent message and requests to do so, AXA Assistance will transmit any message to his/her family members or relatives, and vice versa.

8.03 Assistance in case of loss or theft of papers abroad

In the event of theft or loss of the Insured Party's papers, AXA Assistance may provide information on the following points to the Insured Party:

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



AXA Assistance can also pay up to € 100 for a taxi to take the Insured Party to the Embassy or Consulate.

Article 9. Personal Liability Abroad

Personal Liability Coverage Abroad

- **Purpose of the Coverage**
This coverage aims to cover the financial consequences of civil liability that may be incurred by the Insured in the event of bodily injury, property damage, or immaterial harm caused to third parties during their private life, by the Insured, the persons for whom they are responsible, or the things or animals in their custody, provided that the act causing the damage occurred during the Trip and within the validity period of the membership.
- **Subsidiarity of the Coverage**
This coverage applies abroad and in countries where the Insured does not have civil liability insurance taken out elsewhere.

Defense and Recourse Abroad

- **Purpose of the Coverage**
In defense: the procedural costs related to the defense of the Insured when they are sued by a third party before criminal courts following an infringement committed during an event covered by the personal liability coverage abroad.
In recourse: the procedural costs related to the Insured's recourse against a third party when they have suffered damage, provided that the damaging event is covered under the personal liability coverage abroad.
- **Definition of Procedural Costs**
Refers to the procedural costs incurred in civil matters with AXA Assistance's approval to organize the Insured's defense or recourse, such as: investigation costs, police report costs, bailiff's reports, expert or technician fees, and non-taxable attorney fees and costs. Penalties and/or fines imposed against the Insured are excluded.

Coverage Limit

The amount compensated may not exceed the limits defined below:

	Limits per claim	Excess
Total Damages Combined	4 500 000 € Including tax Per insured	150 € Per insured
● Including Consequential Material and Immaterial Damages	45 000 € including tax Per insured	150 € Per insured



Defense and recourse	20 000 € including tax Per dispute Intervention threshold: €380 per Dispute	-
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Terms of Application of the Coverage Over Time

Please refer to Annex 1 "Information Sheet on the Operation of Personal Liability Coverage Over Time."

This coverage, triggered by the damaging act in accordance with the provisions of Article L.124-5 of the Insurance Code, protects the Insured against the financial consequences of their civil liability, provided that the damaging act occurs between the initial effective date of the coverage and its cancellation or expiration date, regardless of the date of the other elements constituting the claim.

Settlement and Acknowledgment of Liability

No acknowledgment of liability, nor any settlement, made without the consent of AXA Assistance, shall be binding on AXA Assistance. Similarly, an admission of the materiality of a fact or the execution of a simple duty of assistance cannot be construed as an acknowledgment of liability.

Claim Reporting

The Insured must report the claim to AXA Assistance within ten (10) working days of becoming aware of it, at the following address:

AXA Assistance
8-10, rue Paul Vaillant Couturier
92240 Malakoff

The report must include the following information:

- the name, surname, and address of the person responsible for the claim, the victims, and any witnesses;
- contract number;
- any information or documents necessary for understanding the facts, the nature and extent of the damage, and for determining the liabilities incurred;

In general, the Insured must forward to AXA Assistance any correspondence or documents relevant to the claim.

Take all necessary measures to cease the cause of the claim and reduce its consequences.

Any declaration that does not comply with the provisions set forth in this coverage results in the forfeiture of this coverage if such non-compliance causes harm to AXA Assistance.

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

- damages caused to the Insured's family members, employees (whether salaried or not) in the performance of their duties, or any other person classified as an Insured under this contract;



- damages caused to animals or objects that belong to the Insured or that are loaned or entrusted to them;
- damages resulting from theft, disappearance, or misappropriation;
- damages resulting from breach of trust, insult, or defamation;
- damages caused by:
 - any motorized land vehicle as defined in Article L211-1 of the Insurance Code,
 - any land vehicle designed to be towed by a motorized land vehicle,
 - any aerial, maritime, or river navigation device;
- damages resulting from hunting activities, all motor sports (automobile, motorcycle, and generally any motorized land vehicle), and all aerial sports;
- damages caused to third parties resulting from the organization, preparation, or participation in a competition organized under the auspices of a sports federation, subject to administrative authorization or a legal insurance requirement;
- damages incurred during the Insured's professional activities or while participating in an activity organized by a non-profit association, institution, or community;
- damages arising from the Insured's civil liability as a perpetrator of acts committed under the influence of narcotics, while intoxicated or under the influence of alcohol, or resulting from participation in a bet, challenge, or brawl;
- damages occurring in secondary residences, sports, or play areas of which the Insured is a co-owner or annual tenant;
- the costs of repairing or replacing pipes, taps, and devices integrated into water and heating installations, when they are the source of the claim.

Article 10. Luggage insurance

10.01 Specific definitions

Luggage: refers to travel bags, suitcases and their contents.

Valuables: The following valuables are considered to be Luggage: jewellery, furs, silverware, precious metal wares and any photographic, radio, sound or image recording or reproduction devices and their accessories.

10.02 Purpose of the cover

The purpose of this cover is to indemnify the Insured Party for material loss resulting from the loss of the Insured Party's Luggage by the carrier, their theft or total or partial destruction.

The purpose of this cover is to reimburse the costs of reasonable expenses in case of a delay in delivering the Luggage of over 24 hours on the outward journey.

10.03 Conditions for application of the cover

In case of theft, the cover is in force provided that the Luggage is under the direct supervision of the Insured Party, stored in a locked locker or placed in a safe in the custody of a hotel operator.

In case of loss or destruction/late delivery by the carrier, the cover is in force provided that the Luggage is registered with the carrier.



10.04 Amount of compensation and cover limits

(a) "Luggage loss, theft, destruction, deterioration" insurance

Compensation calculation

The amount of compensation for the Insured Party is calculated as follows:

- For theft, loss by the carrier and total destruction of the Insured Party's Luggage: based on the replacement value less fair wear and tear;
- For partial destruction of the Insured Party's Luggage, based on the cost of repair, up to the replacement value less fair wear and tear.

Cover limits

The Insured Party is compensated up to the following limits:

	Limits
Theft, destruction or loss of Luggage	€ 1,000 inc. taxes per Insured Party and € 10,000 inc. taxes per event
Valuables	50% of the sum insured
Excess	€ 30 per case for Luggage

(b) "Delayed luggage" Insurance:

The Insured Party is compensated up to the following limits, regardless of the number of pieces of Luggage:

	Limits
Delivery delayed over 24 hours	€ 152 per Insured Party € 762 per event

10.05 Specific exclusions

The general exclusions of this policy apply.

The following exclusions also apply:



- The clothing that the Insured Party is him/herself wearing at the time of the occurrence of the insured event, objects or clothes stolen in isolation, as well as car radios;
- Cash, bank notes, securities and financial instruments of any sort, travel tickets, handwritten documents, business documents, passports and other identity documents;
- Perfume, perishable goods and, in general, food;
- Fine pearls, precious or semi-precious stones, when they are not mounted in jewellery;
- Paintings, works of art;
- Protheses of any kind, glasses and contact lenses;
- Property entrusted to third parties or which is under the responsibility of third parties such as hotel luggage attendants;
- Theft without forced entry from any residential premises that do not comply with the following three conditions: closed and covered and locked;
- Theft of any kind or destruction in hangars, boats, tents, caravan awnings or slide-outs, trailers;
- Theft without forced entry from any vehicle not locked and not closed and committed between 9 pm and 7 am;
- Theft or destruction of Luggage left unattended in a public place;
- Destruction due to normal or natural wear;
- Damage caused by leaking fluids, fats, dyes, corrosives, flammable or explosive items contained in the insured Luggage;
- Damage from scratches, scuffs, tears and stains;
- Destruction of fragile objects such as glassware, mirrors, porcelain, terracotta; plasters, statues, ceramics, earthenware, crystals, alabaster, waxes, sandstone, marble and all similar objects;
- Seizure, embargo, confiscation, capture, destruction or sequester ordered by any public authority.

10.06 Procedure for filing a claim

The claim must be filed within five (5) working days, or within two (2) working days for theft, following the knowledge of the insured event. After this period, if AXA Assistance incurs any loss due to the Insured Party's late report, the Insured Party will lose any right to compensation.

(a) Elements required for filing the claim

Your claim filing must contain the following information:

- The last name, first name and address of the Insured Party;
- The policy number;
- The date, cause and circumstances of the theft, loss or destruction, late delivery, of the Luggage.



(b) Elements required for setting up a compensation case file

AXA Assistance sends to the Insured Party or to one of his/her assigns the compensation file to be compiled. It must be filled in and returned to AXA Assistance, enclosing a copy of the Policy and the documents substantiating the existence of stolen, lost or damaged Luggage, as well as their value (invoice, etc), the late delivery of the Luggage:

For theft of the Luggage: the receipt for lodging of a complaint or theft report issued by the competent local authorities and made within **48 hours of the incident**.

For loss of the Luggage: the original report of the irregularities made to the carrier.

For deterioration of the Luggage: the original of the damage report made to the carrier.

For late delivery of the Luggage:

- The check-in ticket for the Luggage delivered late by the carrier;
- The original report of the irregularities made to the carrier;
- The original proof of late delivery.

10.07 Recovery of lost or stolen luggage

The Insured Party must immediately notify AXA Assistance of the recovery of all or part of the stolen or lost Luggage.

If the items are recovered:

- **Before compensation is paid**, the Insured Party must take possession of said Luggage. The compensation is limited to possible deterioration and reimbursement of costs incurred to recover said Luggage;
- **After compensation is paid**, the Insured Party has thirty (30) days from the recovery to choose between collecting and abandoning all or part of the Luggage found. After this period, the Luggage will become the property of AXA Assistance.

If the Insured takes the Luggage back, AXA Assistance will review the amount of the compensation based on their value on the day they were recovered and the Insured Party will have to return any excess compensation received to AXA Assistance.

10.08 Indemnity

The reimbursement will be sent directly to the Insured Party, or to his/her assigns or to any other person (subject to the anti-money laundering regulations) if the Insured so requests in writing.

Article 11. Organisation of services

If the Insured Party makes a request for assistance outside the framework defined in the agreement taken up, AXA Assistance can organise services 24/7, using its own logistics.

- An estimate of the cost of the requested services is submitted in writing to the Insured Party before any intervention;



- The services are organised only after the Insured Party's written agreement to pay the amount of the services organised has been received.

In order to preserve its future rights, AXA Assistance will request, before organising anything, a financial guarantee of an amount equivalent to the services the organisation of which is requested, in one of the following forms:

- debit to your bank card;
- an imprint of your bank card;
- a deposit cheque;
- an acknowledgment of debt.

Article 12. General Exclusions

IN ADDITION TO THE SPECIFIC EXCLUSIONS ABOVE, THE FOLLOWING ARE EXCLUDED:

- EVERYDAY COSTS SUCH AS MEALS OR DRINKS WHICH THE INSURED PARTY WOULD NORMALLY HAVE PAID FOR DURING HIS/HER STAY;
- COSTS OF TRANSPORT, ACCOMMODATION INITIALLY PLANNED FOR HIS/HER STAY;
- THE COST OF TELEPHONE COMMUNICATIONS, EXCEPT THOSE MADE IN CONNECTION WITH THE IMPLEMENTATION OF THE ASSISTANCE COVERS OF THIS POLICY.

IN ADDITION, THE FOLLOWING WILL NOT TRIGGER THE INTERVENTION OF AXA ASSISTANCE, OR BE THE SUBJECT OF COMPENSATION FOR ANY REASON WHATSOEVER:

- ALCOHOL ABUSE (BLOOD ALCOHOL LEVEL FOUND TO BE HIGHER THAN THE REGULATORY LIMIT), THE USE OR ABSORPTION OF MEDICINES, DRUGS OR NARCOTICS NOT PRESCRIBED BY A DOCTOR;
- ANY DELIBERATE ACTION OR WILFUL NEGLIGENCE BY THE INSURED PARTY;
- SEARCH AND RESCUE COSTS RESULTING FROM NOT OBSERVING THE RULES OF CAUTION ISSUED BY THE SITE OPERATORS AND/OR THE REGULATIONS GOVERNING THE ACTIVITY THAT THE INSURED PARTY PRACTICES;
- DAMAGE THAT THE INSURED PARTY CAUSED OR SUFFERED WHEN HE/SHE PRACTICES THE FOLLOWING SPORTS: BOBSLEIGH, MOUNTAINEERING OR ROCK CLIMBING;
- THE INSURED PARTY'S PARTICIPATION AS A COMPETITOR IN ANY COMPETITIVE SPORTS EVENT OR IN ENDURANCE OR SPEED EVENTS AND THEIR PREPARATORY PRACTICE SESSIONS, ON BOARD ANY LAND OR AIR VEHICLE (WITH OR WITHOUT AN ENGINE), AS WELL AS THE PRACTICE OF SNOW OR ICE SPORTS OTHER THAN AS AN AMATEUR;
- NON-COMPLIANCE WITH THE RECOGNISED SAFETY RULES RELATED TO THE PRACTICE OF ANY LEISURE SPORTS ACTIVITY;
- THE EXPLOSION OF RADIOACTIVE NUCLEAR DEVICES AND EFFECTS;
- OFFICIAL BANS, SEIZURES OR RESTRICTIONS BY LAW ENFORCEMENT AUTHORITIES;
- CIVIL OR FOREIGN WAR WHETHER DECLARED OR NOT;
- GENERAL MOBILISATION;



- ANY REQUISITION OF PERSONS AND/OR EQUIPMENT BY THE AUTHORITIES;
- ANY SOCIAL CONFLICT SUCH AS A STRIKE, A RIOT, A POPULAR UPRISING;
- ANY RESTRICTION ON THE FREE MOVEMENT OF GOODS AND PERSONS;
- NATURAL DISASTERS;
- EPIDEMICS, ANY INFECTIOUS OR CHEMICAL RISK;
- ALL CASES OF FORCE MAJEURE.

Article 13. Life of the Policy

13.01 Policy term

Silver and Gold Plans: the policy cannot exceed ninety (90) consecutive days.

13.02 Date policy taken up

The contract must be taken up before the Insured Party arrives in the Covered Area.

13.03 In-force date and end date of the covers and policy

The covers take effect upon the arrival of the Insured Party in a State within the Covered Area stipulated in 3, subject to the effective receipt of the premium, and ends upon departure from the Covered Area.

13.04 Ability to cancel

If your contract is taken out for purposes that do not fall within the scope of your commercial or professional activity, you have a right of withdrawal in the following cases:

Distance Subscription or Following Home Solicitation

Pursuant to Article L112-2-1 (in the case of distance selling) or L112-2-2 (in the case of telephone solicitation) of the Insurance Code, in the case of distance selling and Article L112-9 of the Insurance Code in the case of home solicitation, you have a period of fourteen calendar days to withdraw from your membership without having to provide a reason or incur penalties. In this case, the withdrawal period begins from the date of conclusion of your contract, provided that the trip has not started.

Multiple Insurances

If your contract is taken out for purposes that do not fall within the scope of your commercial or professional activity, you have a right of withdrawal from this contract for a period of thirty (30) calendar days from its conclusion, without fees or penalties. However, if you receive one or more insurance premiums that are offered to you in such a way that you do not have to pay a premium for one or more months at the beginning of the contract execution, this period only begins from the payment of all or part of the first premium. The exercise of the right of withdrawal is subject to the following four conditions:

1. You have taken out this contract for non-professional purposes;
2. This contract is supplementary to the purchase of a good or service sold by a supplier;
3. The contract you wish to withdraw from has not started;



4. You have not reported any claim covered by this contract.

In this situation, you can exercise your right to withdraw from this contract by sending a letter or any other durable medium to: contact@insurte.com.

The insurer is required to refund the premium paid within thirty (30) days from your withdrawal.

Furthermore, to avoid overlapping insurances, you are encouraged to check that you are not already covered by a guarantee covering one of the risks insured by the contract you have taken out.

If you wish to withdraw from your contract but do not meet all of the above conditions, you may possibly benefit from a withdrawal period of fourteen (14) days if you took out your contract at a distance or in the context of home solicitation (Articles L.112-2-1; L.112-2-2 and L.112-9 of the Insurance Code).

The subscriber wishing to exercise their right of withdrawal under the above conditions may use the following model, duly completed by themselves:

"I, the undersigned (Mr./Mrs., Name, Surname, Address, Country, Date of Birth, Place of Birth), request the cancellation of my contract ins_XXXXX concerning the insurance contract taken out on (date) through Insurte. I certify that this insurance contract has not been used with the authorities for an unrefused visa application, that it has not been subject to a claim request, that there is no ongoing claim, that the trip has not started, and I am informed that I will not be able to benefit from any guarantee. Date: (date) Signature."

13.05 Changing the subscription

The policyholder can change his/her chosen plan, subject to notifying

contact@insurte.com

the implementation of the covers under the new option is dependent on the payment of the corresponding premium whenever such change gives rise to additional cover.

13.06 End of the subscription

The subscription and covers end:

- At the end of the policy, in accordance with the end date specified on the subscription form for fixed durations;
- Upon the death of the policyholder, his/her assigns must inform AXA Assistance by email to contact@insurte.com. The subscription ends on the date of policyholder's death;
- When the policyholder exercises his/her right to cancel, on the date the email is sent;
- If the premium is not paid, as required by Article L 113-3 of the French Insurance Code;
- If the policyholder's initial visa is refused, upon presentation of the supporting document;
- In all other cases provided for by the French Insurance Code.

13.07 Payment of the premium

AXA Assistance hereby mandates Insurte, who accepts, to collect on its behalf, the amount of the premiums owed by the Policyholder, to ensure their collection, and to terminate the SCHENGEN STEP Assistance Policy in case of failure to pay outstanding amounts.



- The subscription form constitutes prior notification of a direct debit.
- The policyholder must ensure that his/her bank account contains sufficient funds and undertakes to inform Insurte of any change in his/her bank details (due date, number, bank, etc);
- The policyholder may be held liable for any dispute or improper cancellation of a direct debit and to generate, at his/her cost, a formal notice related to the payment.
- Any premium payment incident will result in the application of an €15 administrative fine.

Article 14. Miscellaneous provisions

In accordance with current regulations, the place of subscription of this insurance contract (corresponding to the place where the insurer receives your acceptance of the insurance product subscription offer) is deemed to be located in France.

As such, the interpretation and execution of the General Conditions and Specific Conditions are governed by the French Insurance Code, without prejudice to more protective mandatory rules for the subscriber that may be enacted by the law of the country in which they have their habitual residence.

In the event of a dispute arising from the interpretation or execution of the Contract, the courts located in France or in the Member State of the European Union where the subscriber's habitual residence is situated shall have exclusive jurisdiction to resolve this dispute.

14.01 Jurisdiction

Any dispute arising out of the execution, non-execution or interpretation of the policy will fall under the jurisdiction of the French courts.

14.02 Limitations of liability

We commit to mobilizing all available resources to implement the services and guarantees of the Contract. Indeed, our commitment is based on an obligation of means and not of results. We cannot replace local or national emergency rescue or search organizations, and we do not cover the costs related to their intervention, unless otherwise stated in the contract. We cannot be held responsible for non-performance or delays in the execution of the guarantees caused by declared or undeclared civil or foreign war, general mobilization, any requisition of personnel and/or equipment by authorities, any act of sabotage or terrorism, any social conflict such as strikes, riots, popular movements, any restrictions on the free movement of goods and people, natural disasters, the effects of radioactivity, epidemics, any infectious or chemical risks, and all cases of force majeure. We cannot be held responsible for any professional or commercial damage you have suffered as a result of a guaranteed event requiring our intervention.

14.03 Sanctions - Embargo

Definitions

"International Sanctions" refers to all financial or commercial restrictive measures decided by a State or an International/Supranational Organization against other States, territories, individuals (natural or legal), and/or entities (public or private).

These International Sanctions may take the following forms:



- Prohibitions or restrictions on imports or exports (embargoes);
- Confiscation, seizure, freezing of assets or property;
- Prohibitions or restrictions on certain industrial, commercial, or service activities, particularly financial and insurance-related activities.

International Sanctions are evolving in both nature and scope. They are public and can be consulted on the websites of States and International/Supranational Organizations.

Consequences for AXA

In the exercise of its activities, AXA is automatically subject to public order laws and regulations enacted by France, the European Union, and the country where AXA has its headquarters, including in the area of International Sanctions that may prohibit it from fulfilling the obligations arising from an insurance contract, such as:

- Covering a risk, and/or;
- Paying an amount of money or providing a service.

Furthermore, non-compliance by AXA with other International Sanctions may expose it, its employees, or the companies within its group to regulatory, administrative, civil, and/or criminal sanction risks. Consequently, AXA must also ensure that its activities comply with International Sanctions imposed by the United States of America, the United Kingdom, the UN, and the country where the parent company of the AXA group is headquartered.

Effects on Contract Execution

Suspension of the Obligation to Cover a Risk

When it has the effect of contravening one or more of the International Sanctions mentioned above, AXA's obligation to cover a risk under this contract is suspended as soon as they come into effect. This suspension ceases from the day when the said International Sanctions no longer affect AXA's obligation. No claim that occurred during the suspension period will be eligible for coverage.

Suspension of the Obligation to Pay an Amount of Money or Provide a Service

When it has the effect of contravening one or more of the International Sanctions mentioned above, AXA's obligation to pay an amount of money or provide a service under this contract is suspended as soon as they come into effect. This suspension particularly applies in the context of a claim or total or partial premium refund. Any amount contractually due by AXA and whose payment has been postponed due to the International Sanctions will become payable again from the day when the said International Sanctions no longer affect AXA's obligation. The same applies, when possible, to the provision of the service that was thus suspended. AXA will inform the Insured of any refusal to cover a claim due to the existence of one or more International Sanctions.

14.04 Penalty for intentional or unintentional misrepresentation

Any non-disclosure or misrepresentation concerning the elements of risk known to the policyholder exposes him/her to the penalties provided by the French Insurance Code, namely: reduction of indemnities or nullity of the subscription to the SCHENGEN STEP policy (Articles L. 113-8 and L.113-9 of the French Insurance Code).



Any non-disclosure or misrepresentation concerning the elements of the claim known to the policyholder, exposes him/her, in case of bad faith, to the following sanction: nullity of the subscription to this SCHENGEN STEP policy, with paid premiums then remaining the property of the insurer.

14.05 Protection of personal data

The personal information concerning the Policyholder (hereinafter "the Data") is: collected, used and stored by AXA Assistance, acting as the party in charge of processing for the execution of the Policy; and collected, used and stored by INSURTE for the signing and administration of the Policy.

It will be processed in accordance with the legal and regulatory provisions in force, and in accordance with the AXA Assistance personal data protection policy, available on its website "axa-assistance.fr" or in paper format, upon request.

As part of their business activities, AXA Assistance and Insurte may:

- a. Send personal data relating to the Policy to AXA Group entities, service providers, AXA Assistance personnel, and any other person that may intervene within the limits of their respective responsibilities, to manage the assistance case file, provide the benefits due under the Policy, including for the purposes of making payments, preventing fraud, and sending said data where required or permitted by law.
- b. Listen to and/or record the Insured Parties' telephone calls for purposes of improving and monitoring of the quality of the services provided.
- c. Conduct statistical and actuarial studies and customer satisfaction analyses to better tailor products to market needs.
- d. Obtain and keep all documents, including photographs of the insured property, necessary for the execution of the Policy; and
- e. Conduct quality surveys (in the form of requests to be returned or surveys) related to the assistance services and other customer service communications.

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

The Data Protection Officer
AXA Assistance
8-10, rue Paul Vaillant Couturier
92240 Malakoff, France

Email : dpo.axapartnersfrance@axa-assistance.com

AXA Assistance will seek the consent of the Policyholder for any use of personal data for other purposes or where required by law. The Policyholder may at any time revoke his/her consent.

By taking up this Policy and using the services of AXA Assistance, the Policyholder acknowledges that AXA Assistance may use his/her personal data. If the Policyholder provides AXA Assistance with information about third parties, he/she hereby undertakes to inform them of the use of their data as defined above and in the privacy policy provided on the AXA Assistance website.



The Policyholder may obtain, upon request, a copy of the information concerning him/her. He/she has a right to be informed as to the use made of his/her data (as specified in the privacy policy referred to above) and a right to rectification if he/she finds an error.

If the Policyholder wants to know what information is about him/her by AXA Assistance, or if he/she has other requests (refusal, rectification, deletion) concerning the use of his/her data, he/she can write to the following address:

The Data Protection Officer
AXA Assistance
8-10, rue Paul Vaillant Couturier
92240 Malakoff, France

Email : dpo.axapartnersfrance@axa-assistance.com

The full privacy policy is available on the website axa-assistance.fr, or in paper format upon request.

14.06 Limitation period

In accordance with Article L 114–1 of the French Insurance code, all actions arising from this policy are subject to a limitation period of two (2) years from the date of the generating event.

However, this period will only run:

- In case of non-disclosure, omission, or false or inaccurate statement in respect of the risk incurred, from the day when the insurer learned of it;
- In the event of a loss, from the day when the interested parties learned of it, if they prove that they were unaware of it until then.

When the insured party's action against the Insurer is due to the recourse of a third party, the limitation period will run from the day when this third party initiated a court action against the insured party or was compensated by the insured party.

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

In accordance with Article L114-2 of the French Insurance Code, the limitation period is interrupted by one of the ordinary causes of general law listed below:

- any legal proceedings, even summary proceedings, or those brought before a court without jurisdiction, or when the act of referral to the court is quashed due to a procedural defect;
- any enforcement or precautionary measure taken under the French Code of Civil Enforcement Procedures;
- any acknowledgement by the insurer of the insured party's right to cover, or any acknowledgment of debt by the insured party to the insurer;

The limitation period is also interrupted by causes specific to the insurance policy listed below:

- the appointment of experts following an insured event;
- the sending of a registered letter with acknowledgement of receipt sent by the insurer to the insured party regarding the legal action for payment of the premium and by the Insured Party to the insurer regarding the payment of the compensation.



The limitation period is suspended from the day on which, after the occurrence of a dispute, the parties agree to resort to mediation or conciliation or, absent a written agreement, from the date of the first mediation or conciliation meeting. The limitation period is also suspended from the conclusion of a participatory procedure agreement. The limitation period resumes for a period not less than six months from the date on which one or both of the parties or the mediator or conciliator pronounce that mediation or conciliation has ended. In the case of a participatory procedure agreement, the limitation period resumes from the end of the agreement, for a period that cannot be less than six months.

The limitation period is also suspended when the judge grants a request for an investigation prior to any trial. The limitation period resumes on the day on which the investigation is executed for a period of not less than six months.

The limitation period is also suspended when the party is unable to act as a result of an impediment resulting from the law, the agreement or force majeure.

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

14.07 Plurality of insurance

In accordance with the provisions of article L.121-4 of the French Insurance Code, when several insurances are contracted without fraud, each one of them produces its effects within the limits of each policy's covers, in compliance with the provisions of Article L.121-1 of the French Insurance Code.

14.08 Subrogation to the rights and actions of the Insured Party

AXA Assistance is subrogated to the rights and actions of the Insured Party against any third party responsible for the event that triggered the intervention and/or compensation, up to the amount of the costs incurred and/or the compensation paid in execution of the policy.

14.09 Complaints and Mediation

In case of disagreement concerning the award, administration or execution of the Policy, the Policyholder can contact

INSURTE

contact@insurte.com

who will reply as soon as possible.

In the event of an unsatisfactory response to a complaint by the Policyholder, or in the event of a complaint concerning the implementation of the Policy covers, the Policyholder can contact

AXA Assistance

The Customer Relations Department

8-10, rue Paul Vaillant Couturier

92240 Malakoff – France

Or via the website, from the "contact" section



<https://www.axa-assistance.fr/contact>

AXA Assistance undertakes to acknowledge receipt within ten (10) working days of receiving the claim, unless a response is provided within this period.

A reply will be sent within a maximum of two (2) months, unless the complexity of the matter requires additional time.

Two months from the date of the first written complaint, the Policyholder may appeal to the Insurance Ombudsman, independent personality, by writing to the following address:

La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09, France

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

There is no charge for this recourse. The Ombudsman's opinion is not binding and will leave the Policyholder free to refer the matter to the competent French court.

The Ombudsman will provide an opinion within the time limit set in the Charter ninety (90) days from receiving the complete file.

14.10 Applicable Law and Competent Jurisdiction

The Contract is established in the French language. The law applicable to the Contract, both for its interpretation and execution, is French law.

Any dispute relating to this Contract that has not been settled amicably between the parties or, where applicable, resolved by a mediator, shall be brought before the competent French jurisdiction.

14.11 Regulatory Authority

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

The French branch of Inter Partner Assistance is subject to the supervision of the Prudential Control and Resolution Authority (ACPR), located at 4, Place de Budapest - CS 92459 - 75436 Paris Cedex 09.



**Annex 1: INFORMATION SHEET ON THE OPERATION OF "CIVIL LIABILITY"
COVERAGE OVER TIME
Annex to Article A. 112 of the Insurance Code**

Warning

This information sheet is provided to you in accordance with Article L. 112-2 of the Insurance Code. Its purpose is to provide the necessary information for a clear understanding of how the civil liability coverage functions over time.

It applies to contracts subscribed to or renewed after November 3, 2003, following the entry into force of Article 80 of Law No. 2003-706. Contracts entered into earlier are subject to specific provisions outlined in the same law.

Understanding the terms

Event causing damage

An act, deed, or event that causes harm to the victim and which is the subject of a claim.

Claim

A challenge to your responsibility, whether by letter or other durable medium sent to the insured or the Insurer, or by summons before a civil or administrative court. A single incident can give rise to multiple claims, either from the same victim or from different victims.

Coverage validity period

The period between the effective date of the coverage and, after any renewals, its date of termination or expiration.

Subsequent period

The period following the date of termination or expiration of the coverage. Its duration is specified in the contract and cannot be less than 5 years.

If your contract only covers your private life civil liability, refer to section I below. Otherwise, see sections I and II below.

I – The contract covers your Private Life Civil Liability

Outside of any professional activity, the coverage is triggered by the harmful act.

AXA Assistance provides coverage when a claim resulting from damages caused to others is made, and your responsibility or that of other persons covered by the contract is engaged, provided that the act causing these damages occurred between the effective date and the date of termination or expiration of the coverage.

The claim must be reported to the Insurer whose coverage is or was valid at the time the harmful act occurred.

II – The contract covers Civil Liability arising from a Professional Activity

The insurance contract must specify whether coverage is triggered by the “harmful act” or by the “claim.”

When the contract includes both types of coverage—civil liability for professional activities and private life—they are triggered by the harmful act (see I). Some contracts, such as mandatory decennial construction insurance, contain specific provisions that deviate from this rule.



1 - How does the "triggered by the harmful act" mode work?

The Insurer provides coverage when a claim resulting from damages caused to others is made, and your responsibility or that of other persons covered by the contract is engaged, provided that the act occurred between the effective date and the date of termination or expiration. The claim must be reported to the Insurer whose coverage was valid when the harmful act occurred.

2 - How does the "triggered by the claim" mode work?

In any case, the Insurer's obligation is not due if the insured was aware of the harmful act at the time of contract subscription.

2.1 First case: The third-party claim is made during the validity period of the current coverage. The Insurer provides coverage even if the act at the origin of the claim occurred before the coverage was purchased.

2.2 Second case: The claim is made during the subsequent period.

- **2.2.1** The insured did not purchase new coverage triggered by the claim that covers the same risk. The Insurer provides coverage.
- **2.2.2** The insured purchased new coverage triggered by the claim from a new Insurer covering the same risk.
In this case, the new coverage is activated, unless the insured was aware of the harmful act at the time of purchasing it, in which case the previous coverage applies.

Furthermore, as long as there is no interruption between two successive coverages and the claim is made before the expiration of the initial coverage's subsequent period, one of the two Insurers will be competent and will handle the claim.

If the initial coverage was triggered during the subsequent period, the maximum indemnity limit cannot be lower than that of the coverage triggered during the year preceding its termination or expiration.

3 - Change of Insurer

If you change Insurers and a loss, with the harmful act occurring before your new contract, is claimed during your new contract, it is necessary to determine which Insurer will indemnify you. Depending on the type of contracts, either the old or the new Insurer may be validly notified. Refer to the typical scenarios below:

3.1 Both the old and new coverages are triggered by the harmful act.
The coverage activated by the claim is that which was in effect when the harmful act occurred.

3.2 Both the old and new coverages are triggered by the claim.
Your previous Insurer will handle the claim if you were aware of the harmful act before subscribing to your new coverage. No coverage is due by your previous Insurer if the claim is made after the expiration of the subsequent period.
If you were unaware of the harmful act before subscribing to the new coverage, your new Insurer will handle your claim.

3.3 The old coverage is triggered by the harmful act, and the new coverage is triggered by the claim.
If the harmful act occurred during the validity period of the old coverage, the old Insurer handles claims



related to damages resulting from that act.

If the amount of this coverage is insufficient, the new coverage triggered by the claim will supplement the shortfall, provided you did not know about the harmful act before subscribing to the new coverage. If the harmful act occurred before the old coverage took effect and remained unknown to the insured at the time of subscribing to the new coverage, the new Insurer will handle claims related to damages from that act.

3.4 The old coverage is triggered by the claim, and the new coverage is triggered by the harmful act. If the harmful act occurred before the new coverage was purchased, the old Insurer must handle the claims. No coverage is due by your old Insurer if the claim is made after the expiration of the subsequent period.

If the harmful act occurred during the validity of the new coverage, the Insurer of that coverage will handle the claim.

4 - Multiple claims related to the same harmful act

A single harmful act may cause multiple damages occurring or becoming apparent at different times. Multiple claims may then be made successively by various third parties. In this case, the incident is considered as one. Consequently, the same Insurer will handle all claims.

If the harmful act occurred when your contract was triggered based on the harmful act, your Insurer at that time must handle the claims.

If you were not covered at the time of the harmful act, the Insurer to be designated is the one competent at the time of the first claim, as specified in paragraphs II-1, II-2, and II-3 above.

Once this Insurer is competent for the first claim, subsequent claims will be handled by the same Insurer, regardless of when they are made, even if the subsequent period has expired.