# WARNING

# Non contractual document

This document is a translation of the original French version of the contract ROTARY EXCHANGE A104131

It has no contractual value

Only the French version ROTARY EXCHANGE A104131 available at

http://www.cabinetcarton.com/eassurance/index.php

is the contractual document

WELCARE	
[logo]	

Rotary International [logo]

# **INFORMATION FACT SHEET**

VALID FROM 1<sup>st</sup> JANUARY 2016

# **ROTARY EXCHANGE A104131**

# Your International Health Protection

We are delighted to enable you, as signed-up members of the 'STUDENT EXCHANGE ASSOCIATION', to benefit from the Healthcare Costs policy taken out by the Association with **Humanis Assurances**. These notes will give you information about the cover provided.

Humanis Assurances manages your Healthcare Costs cover via its department specialising in the welfare protection of persons travelling abroad, known as WELCARE.

This health protection is automatically supplemented by:

- assistance and luggage insurance cover taken out with **INTER PARTNER Assistance** acting in the name of **AXA Assistance**,

- civil liability and rental liability cover taken out with AXA France IARD,

- personal accident cover taken out with AXA France IARD.

This cover is described in the attached sheets.

You have a period of 14 full calendar days to withdraw from your ROTARY EXCHANGE A104131 policy, without needing to supply any grounds for so doing and without suffering any penalty. The withdrawal period will run from the date of receipt of the insurance certificate. The policy will end on the date of receipt of the withdrawal letter.

We will be bound to reimburse you, within 30 days at the latest following the date on which you expressed your desire to withdraw, for all sums received in accordance with the policy. However, if you have requested that the policy start before the end of the withdrawal period, you will be obliged to pay the part of the premium corresponding to the period during which the risk was covered in accordance with your request.

To exercise this right of withdrawal, you must send a registered letter with acknowledgement of receipt to this address: WELCARE TSA 20016, 41971 Blois Cedex 9, FRANCE.

You may use the letter template below:

"I, the undersigned ...... (forename, surname, address), hereby withdraw from the ROTARY EXCHANGE A104131 policy.

Signed in ..... dated ...... Signature."

# **CONTENTS**

General Information	1
Coverage	2
Medical Information	3
Exclusions	5
Payment of Costs	7
Premiums	9
Legal Information	10

# **GENERAL INFORMATION**

# Who are the beneficiaries of the policy?

If you are a student aged over 14 and under 30 on the date when the policy is taken out and are currently on a summer holiday or studying a language abroad\*, then **you** can benefit from the policy.

You must:

- be a signed-up member of the STUDENT EXCHANGE ASSOCIATION,
- be on a summer holiday or studying a language abroad and be in education at an establishment located in Mainland France or a French Overseas Department when the policy is taken out and/or in an overseas educational establishment during your stay,
- or be on a summer holiday or studying a language in Mainland France or a French Overseas Department and be in education at an establishment located overseas when the policy is taken out and/or in an educational establishment located in France during your stay,
- sign up within 15 days after your departure overseas by completing an online application form. After this time limit, you will be subject to a medical selection procedure conducted by means of a medical questionnaire completed and sent to the INSURER'S medical adviser.

After analysing this questionnaire, the INSURER reserves the right:

- to request, depending on the results, any documentary evidence, check-ups or further examinations,
- to increase the premium,
- to reject the application.

Subject to these conditions, your policy will come into force on the 1<sup>st</sup> day of the month following the acceptance of your case.

\*Any country outside the applicant's country of origin.

# Where will the policy be applicable?

The cover will be valid in the country you have chosen for your summer holiday or language study trip. This country will be indicated on the membership form completed online and the insurance certificate.

Should you stay in any other country, the cover will also be valid for a period not longer than 30 consecutive days.

N.B.: In order for the cover to be valid when you are staying in your country of origin\* for a period not longer than 30 consecutive days, you must make a prior request for approval from the Insurer at least 15 days before the stay in your country of origin.

The Insurer reserves the right:

- to accept the cover unreservedly for the period in question,

- to suspend the cover during the period in question.

The Insurer will communicate its position within a maximum period of 7 days, by fax if urgently required. Should you fail to request prior approval, or in the event of a refusal on the part of the Insurer, you will be stripped of any right to compensation from the Insurer.

\*Country where your principal and usual residence is located prior to your departure overseas. This country will be indicated on the membership form completed online and the insurance certificate.

# When will the cover start?

The cover will start on the date of your departure overseas, indicated on the membership form completed on line and the insurance certificate.

# When will the cover end?

The cover will end on the date of your return, indicated on the membership form completed on line and the insurance certificate.

# The insurance period cannot exceed 12 consecutive months.

# The cover will also end:

- in the event of non-payment of the premium,

- in the event of non-disclosure, omission or false declaration made with malicious intent,

- on the date when you acquire the status of permanent resident of the country where your summer holiday or language study trip is taking place,

- should the policy be terminated under any circumstances.

When the non-disclosure or intentional false declaration on your part or on the part of the Association changes the subject of the risk or reduces the Insurer's opinion thereof, even if the risk, as undisclosed or distorted by you or by the Association, has had no impact on its actual materialisation, the cover awarded to you by the Insurer will be null and void. The premiums paid on this basis will remain the property of the Insurer.

# COVERAGE

Cover	Reimbursements
<ul> <li>MEDICAL AND SURGICAL HOSPITALISATION (apart from any external consultation and/or outpatient treatment)</li> <li>by direct payment by the Insurer,</li> <li>or by reimbursement:         <ul> <li>if you were unable to make a request for direct payment,</li> </ul> </li> </ul>	<b>100% of the Actual Costs</b> <sup>(1)</sup> up to the limit of <b>1,000,000 Euro</b> per year and per beneficiary.
<ul> <li>if this request was rejected by the hospital</li> <li>by reimbursement if you have not voluntarily requested that the Insurer make a direct payment</li> </ul>	<b>80% of the Actual Costs<sup>(1)</sup></b> up to the limit of <b>1,000,000 Euro</b> per year and per beneficiary.
<b>TRANSPORT COSTS</b> The expenses covered include emergency transport in an ambulance or medical vehicle to the appropriate hospital.	100% of the Actual Costs <sup>(1)</sup> .
<ul> <li>STANDARD MEDICAL PRACTICES</li> <li>The expenses covered include:</li> <li>consultations and check-ups from doctors,</li> <li>pharmaceutical expenses,</li> <li>radiology and analysis costs.</li> </ul>	100% of the Actual Costs <sup>(1)</sup> .
PHYSIOTHERAPY (only in the event of bodily injury)	<b>100% of the Actual Costs</b> <sup>(1)</sup> up to a limit of <b>10</b> <b>sessions</b> per year and per beneficiary with a maximum annual ceiling of <b>500 Euro</b> per beneficiary.
OPTICAL TREATMENT (expenses resulting from bodily injury) The expenses covered include: - prescription frames, - prescription lenses, - prescription contact lenses.	<b>100% of the Actual Costs</b> <sup>(1)</sup> up to the limit of <b>1,000 Euro</b> per year and per beneficiary.
EMERGENCY DENTAL TREATMENT The expenses covered include: - dressings, - fillings, - root canal treatment, - extractions.	<b>100% of the Actual Costs</b> <sup>(1)</sup> up to the limit of <b>1,000 Euro</b> per year and per beneficiary.
EXTENSION TO THE HEALTHCARE COSTS COVER	100% of the Actual Costs <sup>(1)</sup> within the limit imposed by each specific item.

(1) Subject to deduction of the amount reimbursed by any social security regime if appropriate.

\* personal injury: any unintentional bodily injury suffered by the policyholder and caused by the sudden action of an external cause and verified by a competent medical authority.

# MEDICAL INFORMATION

# Scope of application

The purpose of this coverage is to guarantee the reimbursement or direct payment of your costs in the event of hospitalisation and/or the reimbursement of your healthcare expenses.

### Concerning long-term stays, the coverage will apply as follows:

- either as a supplement to French social security, student social security or the social security in a European Union or European Free Trade Association Member State upon presentation of the policyholder's European Health Insurance Card,
- or from the first Euro paid,
- or as a supplement to one of the following welfare regimes: CISI BOLDUC, OSHC, ACE USA GLM N 00060501, ACE USA GLM N 00174762.

### Concerning short-term stays, the coverage will apply from the first Euro.

No restriction will be imposed concerning the choice of doctor, hospital etc. provided that the doctor has a medical degree and/or the hospital is a duly authorised establishment.

Nevertheless, the Insurer reserves the right to limit the reimbursement of the healthcare costs and ancillary expenses to what is generally established as the average cost in the country where the patient is being treated and, in any event, to what is reasonable.

Similarly, the duration of the hospitalisation must not exceed the average duration necessary for the same procedure or service in the country where the treatment is provided.

The 'USUAL AND REASONABLE' cost, as defined by the Insurer, is the cost requested by the supplier or the normal cost charged in the same region for a similar service offered by identical professional suppliers, whichever is the lower.

The only treatments that will be reimbursed are those for which medical evidence is provided after the date when the policy is taken out and during the insurance period, **except in the case of the excluded risks**.

### In any event, the cost of the benefits paid out by the Insurer may not exceed the costs actually incurred less any services paid out by any other pension fund or social protection body.

# A few definitions

# Medical and surgical hospitalisation

When you are hospitalised for the treatment of an injury and/or illness, apart from in the event of any external consultation and/or outpatient treatment, the policy will cover, subject to a mandatory telephone call made beforehand to the number on the back of your identity card, the payment of your costs:

- either by direct payment by the Insurer,
- or by reimbursement if you were unable to make a request for direct payment or if said request was rejected by the hospital.

In the event that you do not **voluntarily** ask the Insurer to make a direct payment, your costs must be paid by reimbursement.

The expenses covered within the context of a hospitalisation include, in particular:

- the costs of your stay,
- medical services, meals including any special diets,
- nursing care,
- the use of intensive care and coronary equipment,
- reimbursable medicines and pharmaceutical products,
- the operating theatre, resuscitation room and intensive care unit,
- oxygen,
- medical equipment such as an artificial heart or lungs, medical/surgical integration equipment,
- preparation, plastering and the sterile tray,
- intravenous solutions and intravenous injections,

A104131

# MEDICAL INFORMATION

- serums, blood, platelets and plasma,
- ancillary services such as: laboratory tests, diagnosis, x-rays, electrocardiogram, electroencephalogram, and radioisotopes, dialysis, tests using specialised equipment such as scanners,
- the fees of surgeons, anaesthetists, internal hospital consultations,
- chemotherapy, stomatological treatment, opthalmic treatment,
- the hospital charge in France,
- a private room up to a limit of **70 Euro per day** and **30 days per year**.

### Extension to the healthcare costs cover

Within the limit of the services covered, coverage will be provided for healthcare costs arising from:

- a pathology previously detected, should there have been no treatment during the 6 months preceding the date on which the policyholder takes out the policy,
- a mental or nervous illness if this is its first appearance,
- the consumption of narcotics or similar substances or costs arising from the state of inebriation of the policyholder. Only the consequences of this consumption or this state are covered, with the treatment of the causes excluded.
- Actual Costs must be understood to mean the costs which you have actually incurred.

# EXCLUSIONS

Healthcare cover will not apply to any treatments, services and supplies which are not medically indispensable:

- for the diagnosis and treatment of a medical or surgical pathology,
- for the prevention, correction and recovery of one's medical condition,

as well as:

• Costs related to pregnancy or giving birth, except in the event of complications which could endanger the life of the mother and/or child.

• The direct and indirect consequences of intentional actions on your part: suicide, suicide attempts, participation in a war, civil unrest or any other illegal act which could result in incarceration.

• Medical costs related to treating addiction to alcohol, narcotics or similar substances not prescribed medically. However, the consequences arising directly from your consumption of narcotics or similar substances or your state of inebriation will be covered.

• Any sport, whether professional or amateur, practised competitively or in training sessions, which requires the obtaining of a licence.

For these risks which are not covered, you may take out a personal specific insurance policy, particularly from organisations or federations which offer the chance to practise these sports. However, the practising of these sports as a leisure activity will be covered.

• High-risk sports: Caving; Hunting; Underwater activities which require the use of breathing apparatus, with the exception of snorkelling; Skydiving; Equestrian Sports with jumps, as well as any competitive sports or rallies on vehicles or motorboats. In order to guarantee that your costs are paid, you must be able to provide proof that you have taken out a specific insurance policy covering the practising of the sport in question, and grant a right of subrogation to the insurer so that it may take the necessary measures.

• Air risks related to competitions, demonstrations, acrobatics, adventure racing, test flights, prototype flights, record attempts, jumps made with non-accredited parachutes, bungee jumps, flights in flying wings or airships, hang-gliding, parasailing, microlights, hot air ballooning, aerostats, gliders, any activity which involves being suspended in the air by any means whatsoever.

• Services not provided by a hospital or doctor as well as care or treatment administered by a member of your family.

• Costs incurred by persons or members of your family accompanying you during the period of your hospitalisation.

• Personal comfort expenses (telephone, TV, beauty or hair treatment, purchase or rental of airconditioning units, humidifiers, exercise equipment).

• The costs of cosmetic surgery or treatment without any medical justification, anti-ageing treatment, weight loss or gain procedures and detoxification of any nature whatsoever.

• Medical and surgical costs related to organ transplants (or donations).

• Chiropody care including treatment for corns, calluses, flat feet, foot arch deficiency, any foot conditions.

• Spa treatment, thalassotherapy, staying in a rest home or nursing home whether after hospitalisation or not.

# EXCLUSIONS

• Costs related to mental and nervous illnesses, unless it is their first appearance.

• Consequences and relapses of illnesses contracted before the insurance period, except if there has been no treatment during the 6 months prior to the policyholder's taking out the policy.

• Consequences and after-effects of any congenital disease or malformation.

• Costs related to research into and treatment of sterility (including in-vitro fertilisation and artificial insemination), as well as any treatment related to pregnancy unless strictly natural.

• Costs related to sterilisation and reversing sterilisation, sex changes or implants, bodily transformation, sexual dysfunctions or anomalies.

• Costs related to the voluntary termination of a pregnancy.

• Basic treatment of Acquired Immune Deficiency Syndrome (AIDS), as well as any other medical treatment, whether recognised or experimental.

• Any complication arising from or occurring during or after the medical or surgical treatment of a disease or from circumstances excluded from this policy.

• Costs incurred before the effective date of the policy and after the end of the cover period.

• Invoices received a year after the date of the services provided.

• Any part of the costs which exceeds the USUAL and REASONABLE cost of services or supplies in the region concerned.

• Costs related to the consequences of anything suffered in a country in a state of war, whether civil or with a foreign country, or well-known political instability, unless prior approval has been received from the Insurer.

# PAYMENT OF COSTS

# Your request for direct payment of hospital expenses

In the event of hospitalisation, you can have your expenses paid directly, in order to avoid any cash advance.

You must contact **WELCARE** on **33.2.54.45.56.64** so that we can organise the direct payment of your expenses and coordinate with the medical teams in the hospital.

Nevertheless, despite all the measures in place, it is possible that, in certain countries, a hospital may refuse direct payment from us. In this case, the beneficiary will need to pay the invoice and send it to us to obtain a refund.

<u>Reminder</u>: External consultations and/or outpatient medical treatment will not be paid directly but reimbursed as part of the cover provided.

# Your reimbursement request

Healthcare costs will be paid by you directly to the healthcare service providers consulted.

Within the framework of the insurance policy, we will take charge of handling the healthcare cost refunds within the limits of the cover stipulated in the policy.

For any reimbursement request, you must send us a complete file containing the following supporting documents:

- The original itemised and paid invoices or documentary evidence of payment in cash of the medical expenses;
- Breakdowns from basic social security bodies, if relevant;
- Medical prescriptions;
- Documentary evidence of your accident, if appropriate, and the cause and effect relationship between the accident and the costs incurred.

### The file must be sent to: WELCARE Claim Center Department TSA 20016 41971 BLOIS CEDEX 9 FRANCE Telephone 33.2.54.45.56.64 Fax: 33.2.54.45.56.80 <u>claimcenter@welcare.fr</u>

The reimbursement will be paid within seven days at the latest following the receipt of all the supporting documents listed above, except in exceptional circumstances, either by cheque or bank transfer in the currency of your choice.

When the payment is subject to bank charges or taxes, because of payment by cheque, they will be deducted from the amount of funds provided.

The Policyholder will also have to answer any queries concerning the accident or illness, especially providing details about its nature, the date of the first medical diagnosis, etc.

We reserve the right to contest the legitimacy of certain reimbursement requests and to ask you for the documentary evidence necessary for the exact assessment of the cover.

# PAYMENT OF COSTS

# **Currency conversion**

When the reimbursement of your healthcare costs requires a conversion between currencies, the exchange rate used will be that known on the date of the treatment, based on the financial newspapers used by the Insurer.

----- OUR ADVICE ------

• Keep a copy of all your invoices as the originals will not be returned to you

• Do not forget to refer to your healthcare plan and check whether the service invoiced is not part of the excluded risks.

# PREMIUMS

### Payment

You must pay the premium in Euro, in advance, to the STUDENT EXCHANGE Association.

If you do not pay the premium or a part of the premium within the ten days following its due date, the cover may be suspended for thirty days after the Insurer has requested payment from you.

The Insurer has the right to terminate the policy ten days after the expiry of this thirty-day period.

In the event of an accident, the Insurer would refuse to pay the sums that would normally be owed.

Any non-terminated policy will take effect again from midday on the day following that on which the Insurer receives payment of the premiums in arrears and those which have become due during the suspension period as well as the prosecution and recovery fees, if applicable.

### Amount

Concerning long-term stays (over two months):

The premium amount will be determined by the insurance period, regardless of the duration of the long-term stay.

The premium amount will be calculated:

- depending on the intervention of a social security regime, if applicable,

- depending on the 'policyholder category' to which you belong:

- category A: policyholders in education at an establishment located in Mainland France or an Overseas Department, on a summer holiday or studying a language abroad.

- category B: policyholders in education at an establishment located overseas and on a summer holiday or studying a language in Mainland France or an Overseas Department.

Concerning short-term stays (one or two months)

The premium amount will be determined by the insurance period, depending on the duration of the short-term stay regardless of the 'policyholder category' to which you belong.

# CONCERNING LONG-TERM STAYS (over two months)

• Cover either as a supplement to French social security, student social security or the social security in a European Union or European Free Trade Association Member State upon presentation of the policyholder's European Health Insurance Card:

#### - Category A and B: 500 Euro.

- Cover from the first Euro paid:
- Category A and B: 660 Euro.

Cover as a supplement to one of the following welfare regimes: CISI BOLDUC, OSHC, ACE USA GLM N
 00060501, ACE USA GLM N 00174762:
 - Category A: 500 Euro.

N.B.: If you wish cover as a supplement to the mandatory social security regime in the country where you are spending your summer holiday or studying a language, apart from that mentioned above, you must make a prior request for approval from the Insurer at least 15 days before departure. The Insurer reserves the right to provide coverage as a supplement to this cover, or to refuse to offer coverage from the 1st Euro, for a premium equal to 569 Euro.

Should you fail to request prior approval, or in the event of a refusal on the part of the Insurer, you will be stripped of any right to compensation from the Insurer.

# CONCERNING SHORT-TERM STAYS (one or two months)

• Stay of a duration of 1 month: 142 Euro • Stay of a duration of 2 months: 242 Euro

# LEGAL INFORMATION

# **Prescription period**

Any action arising from this policy will be time barred after two years starting from the event which gave rise to it. Nevertheless, this period will only start:

- on the day when the Insurer became aware of any non-disclosure, omission, false or inaccurate declaration about the risk involved,
- on the day when the interested parties became aware that a risk had materialised, provided that they were able to prove that they were unaware of it until then.

When the grounds for your action or that of the STUDENT EXCHANGE Association against the Insurer is a third-party claim, the prescription period will only start from the day on which the third party has begun legal proceedings against you or the Association or from the day on which s/he received compensation from one or the other.

The prescription period will be interrupted, should any normal reason for doing so arise, and by the designation of experts following the materialisation of a risk.

# Subrogation

Should the Insurer pay you sums of a compensatory nature, it will be subrogated, up to the amount of this sum, to your rights and legal action against third parties, whose actions caused the damage, in accordance with the following conditions:

- the Insurer may be partly or fully released from its liability to you, when the subrogation can no longer apply in favour of the Insurer as a result of your actions,
- as an exemption to the previous provisions, the Insurer cannot make any claim against your children, descendants, forebears, direct blood relatives, agents, employees, workers or servants, and, more generally, against any person who is usually resident in your home, except in the event of malicious acts committed by any such person.

# **Complaints – Mediation**

As a general rule, if you wish to make a complaint you may first of all consult your usual contact. If you do not feel the response provided to be satisfactory, you may send your complaint to

Humanis Assurances Service Satisfaction Clients (Customer Service Department) 303 rue Gabriel Debacq 45777 SARAN Cedex France

Tel (no call surcharge: number provided on correspondence sent by Humanis Assurances

The Insurer will give you a reply with full details of the circumstances within 10 working days following receipt of your complaint. In the event that it is not possible to respond within this period, the Insurer will inform you by post specifying the date by which a detailed reply may be supplied, this extension not exceeding a total period of two months.

If disagreement persists following the response given by the Insurer and after exhausting all internal avenues of appeal, you yourself or the 'STUDENT EXCHANGE ASSOCIATION', or the Insurer with the agreement of the Association, may call upon the Mediator of the Insurance Association (AFA) without prejudice to any later action before the competent court:

La Médiation de l'Assurance (Insurance mediation) TSA 50010 75441 PARIS CEDEX 9 France

The Humanis Assurances supervisory authority is the Autorité de Contrôle Prudentiel et de Résolution (French prudential supervisory authority), 61 rue de Taitbout – 75009 PARIS

# Humanis Assurances

Société Anonyme (public limited company) governed by the French insurance code with a fully paid share capital of 13,565,655 Euro, registered with the Paris Trade and Companies Register under number 447 883 661 and with Headquarters at 29 boulevard Edgar Quinet, 75014 PARIS, France.

# **INFORMATION FACT SHEET**

Your Assistance, Civil and Rental Liability and Personal Accident payments

# **CONTENTS**

**General information** 

PART I PART II PART III

# **GENERAL INFORMATION**

# Who are the beneficiaries of the policy?

If you are a student aged over 14 and under 30 on the date when the policy is taken out and are currently on a summer holiday or studying a language abroad\*, then **you** can benefit from the policy. **You must**:

- be a signed-up member of the STUDENT EXCHANGE ASSOCIATION,
- be on a summer holiday or studying a language abroad and be in education at an establishment located in Mainland France or a French Overseas Department when the policy is taken out and/or in an overseas educational establishment during your stay,
- or be on a summer holiday or studying a language in Mainland France or a French Overseas Department and be in education at an establishment located overseas when the policy is taken out and/or in an educational establishment located in France during your stay,
- sign up within 15 days after your departure overseas by completing an online application form. After this time limit, you will be subject to a medical selection procedure conducted by means of a medical questionnaire completed and sent to the INSURER'S medical adviser.

After analysing this questionnaire, the INSURER reserves the right:

- to request, depending on the results, any documentary evidence, check-ups or further examinations,
- to increase the amount of the premium,
- to reject the application.

Subject to these conditions, your policy will come into force on the 1st day of the month following the acceptance of your case.

\*Any country outside the applicant's country of origin.

# Where will the policy be applicable?

The cover will be valid in the country you have chosen for your summer holiday or language study trip. This country will be indicated on the membership form completed online and the insurance certificate.

The cover will also be valid for a period not longer than 30 consecutive days, should you stay in any other country, except for your country of origin\*.

<u>N.B.</u>: As an exemption, the civil and rental liability cover will come into force when you stay in your country of origin for a period of less than 30 consecutive days. You are therefore required to make a prior request for approval to Humanis Assurances at least 15 days before the stay in your country of origin.

Humanis Assurances reserves the right:

- to accept the cover unreservedly for the period in question,
- to suspend the cover during the period in question.

Humanis Assurances will communicate its position within a maximum period of 7 days, by fax if urgently required. Should you fail to request prior approval, or in the event of a refusal on the part of Humanis Assurances, you will be stripped of any right to compensation.

\*Country where your principal and usual residence is located prior to your departure overseas. This country will be indicated on the membership form completed online and the insurance certificate.

# When will the cover start?

The cover will start on the date of your departure overseas, indicated on the membership form completed online and the insurance certificate.

# When will the cover end?

The cover will end on the date of your return, indicated on the membership form completed online and the insurance certificate.

The insurance period cannot exceed 12 consecutive months.

# It will also end in the event of:

- failure to pay the premium,
- non-disclosure, omission or false declaration made with malicious intent,
- termination of the policy.

When the non-disclosure or intentional false declaration on your part or on the part of the Association changes the subject of the risk or reduces the Insurer's opinion thereof, even if the risk, as undisclosed or distorted by you or by the Association, has had no impact on its actual materialisation, the cover awarded to you by the Insurer will be null and void. The premiums paid on this basis will remain the property of the Insurer.

# **GENERAL INFORMATION**

# A few definitions

# Definitions specific to assistance and luggage insurance cover:

# Serious bodily injury

Accident or illness that could not have been foreseen and risks serious aggravation of the victim's condition within a very short time if suitable care is not quickly obtained.

Accident is understood to mean: Radical change in health caused by a sudden, unforeseeable and violent event that was outside the victim's control, diagnosed by a competent medical authority and requiring the provision of urgent medical care and/or a prescription for the taking of medicines by the injured party and involving the cessation of any professional or other activity.

Illness is understood to mean: Sudden and unforeseeable change in health diagnosed by a competent medical authority.

# Medical authority

Any person who holds a degree in medicine or surgery currently valid in the country where the operative event takes place.

# Natural disaster

The root cause of a natural disaster is a natural phenomenon of abnormal intensity which causes direct material damage and makes it totally impossible to remain in that location.

# Domicile

Your main and usual place of residence prior to your departure overseas. It may be located anywhere in the world.

# Serious material damage to your domicile

Premises that suffer material damage and become uninhabitable following an event such as a fire, explosion, implosion, water damage, broken windows, theft, attempted theft, vandalism, climate-related events (storms, hail on the roof, weight of snow/ice on the roof), ancillary risks (lightning, smoke damage, a falling aircraft or spacecraft, the impact of a land motor vehicle), frozen pipes and heating equipment, water damage caused by overflowing drains following extreme rainstorms or in the event of a natural disaster subject to a decree. A declaration of the accident must be issued to the insurer.

# Medical team

A team tailored to each individual case and set up by the AXA Assistance coordinating doctor.

# **Operative events**

Serious bodily injury, death or any other event which justifies the intervention of AXA Assistance.

# France

Mainland France, the Principalities of Andorra and Monaco and French Overseas Departments.

# Excess

The part of the damages for which you must pay.

# War

Any activity arising from the use or attempted use of an armed force between nations including civil war, revolution, invasion. War does not include acts of terrorism or attacks.

# Serious illness

Sudden and unforeseeable change in health, diagnosed by a competent medical authority and requiring the issuing of a prescription for the taking of medicines by the injured party and involving the cessation of any professional or other activity.

# **Family members**

Your spouse, civil partner, forebears, descendants or those of your spouse; your father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces, or those of your spouse. They must be domiciled in the same country as your country of origin unless there is a specific contractual stipulation to the contrary.

# Hospitalisation

Unexpected stay, for a period greater than 24 hours, in a public or private healthcare establishment, prescribed medically, for medical or surgical treatment following serious bodily injury.

# Loved one

Any natural person designated by you or one of your successors. This person must be domiciled in the same country as your country of origin.

# Terrorism/terrorist attack

### Any act which:

• is committed for political, religious, ideological or similar reasons, involving the use of violence, or the illegal use of force, or an illegal act which endangers human life or property;

• is committed by a person or group of persons acting alone or on behalf of any organisation or government (de jure or de facto), or in conjunction with these governments or organisations,

And which is intended to:

- intimidate, constrain or terrorise a civilian population;
- disrupt any sector of the economy of a government, state or country;
- overturn, influence or affect the behaviour of any government (de jure or de facto) by intimidation or force;

• affect the behaviour of a government by mass destruction, assassination, kidnapping or the taking of hostages.

### Trip

Travel and/or stay, package, cruise, reserved with the trip organiser, the dates, destination and cost of which appear on the registration form for a stay with a maximum duration of one year.

# Definitions specific to civil and rental liability insurance

# Bodily injury

Any violation of a person's physical integrity.

#### Material damage

Any deterioration, destruction or disappearance of an asset, any physical harm to an animal.

# Immaterial damage

Any pecuniary losses resulting from bodily damage or damage to a covered asset.

### Third party

· persons not defined as 'Policyholders',

• neither your spouse or partner, nor your forebears or descendants will be considered third parties except for claims which Social Security or any other welfare organisation may exercise against you following damage suffered by these persons for which you were responsible.

# Definitions specific to personal accident cover

# Accident

Any unintentional bodily injury suffered by the Policyholder and arising from the sudden action of an external cause. The causal link must be established between the external cause and the bodily injury.

The accident category will include bodily injury suffered as a result of:

• accidents arising from medical treatment, surgical operations or lesions caused by X-rays, radium and other radioactive bodies when the consequence of treatment or care necessary because of a covered accident;

• drowning, asphyxia, immersion syncope, electrocution, lightning strikes, animal bites or stings;

• the absorption of venomous or corrosive substances or spoiled food consumed by mistake or because of intentional actions on the part of a third party;

• jets of flames, steam or acid.

Slipped discs or other hernias, lumbago, sciatica and any 'back strains', heart attacks (whatever the cause), coronary disorders, ruptured aneurysms, cerebral embolisms, subarachnoid haemorrhages and neuritis affecting a nerve in the injured area will not be considered accidents for the purposes of the personal accident cover.

# Beneficiary

In the event of death this term means the person you have designated and whose identity has been communicated to AXA France IARD.

Should no beneficiary have been designated, the order of priority for this status will be:

• your spouse, unless there has been a divorce or legal separation,

• failing this, the partner with whom you are linked by a civil partnership,

• failing this, in equal parts, your children, whether already born or expected, or those of your spouse if you are responsible for them,

• failing this, in equal parts, your father and mother or the surviving parent,

• failing this, your successors in order of transfer on succession.

You, for other benefits.

# Dependent children

Legitimate, natural or adopted children, unmarried and aged under 18 if their parents are responsible for them for tax purposes. Children under 25 enrolled in studies and dependent for tax purposes will be considered under the responsibility of their parents.

# Excess

The sum which you must pay. It may be absolute or relative and may be expressed in Euro, as a percentage or in days.

# Absolute excess

You will receive no compensation if the cost of the accident is lower than or equal to the excess. If the costs of the accident are higher than the excess, the latter will be deducted from the compensation.

# **GENERAL INFORMATION**

# **Relative excess**

You will receive no compensation if the cost of the accident is lower than or equal to the excess. However, should the costs of the accident exceed the excess, compensation will be provided without deduction of the excess.

# War

Any activity arising from the use or attempted use of an armed force between nations including civil war, revolution, invasion. War does not include acts of terrorism or attacks.

### Hospitalisation

Any stay in a public or private hospital establishment, prescribed by a doctor, to receive medical or surgical treatment needed as a result of an accident.

### Illness

Any change in your health diagnosed by a competent medical authority.

# Accident

The occurrence of an accident affecting a Policyholder and giving rise to the payment of a sum and/or compensation.

# Terrorism/terrorist attack

Any act which:

• is committed for political, religious, ideological or similar reasons, involving the use of violence, or the illegal use of force, or an illegal act which endangers human life or property;

• is committed by a person or group of persons acting alone or on behalf of any organisation or government (de jure or de facto), or in conjunction with these governments or organisations,

And which is intended to:

• intimidate, constrain or terrorise a civilian population;

• disrupt any sector of the economy of a government, state or country;

- overturn, influence or affect the behaviour of any government (de jure or de facto) by intimidation or force;
- affect the behaviour of a government by mass destruction, assassination, kidnapping or the taking of hostages.

# <u>PART I</u>

# LUGGAGE INSURANCE, ASSISTANCE COVER

# LUGGAGE INSURANCE

# LUGGAGE INSURANCE

You will be compensated by AXA Assistance for material damage resulting from:

- the loss of your luggage by the carrier and/or during transfers organised by the tour operator;
- the theft of your luggage;

- total or partial damage occurring during your trip.

'Luggage' is understood to include travel bags, suitcases, trunks and their contents, but excludes items of clothing carried by you.

Objects of value and precious objects, as defined below, will also be considered part of your luggage:

- Objects of value:

- Cameras and any photography, radio or television equipment, sound or image recording or reproduction equipment as well as accessories, IT equipment and mobile phones, guns, golf clubs.

- Precious objects:

- Jewellery, watches, furs, precious metal ornaments, precious or semi-precious stones, and pearls if set in jewellery.

The amount of cover per beneficiary and per trip will be a maximum of **2,000 Euro**. The ceiling per event is set at **10,000 Euro**.

The objects of value and precious objects will only be covered for up to **50% of the insured sum**. An excess of **45 Euro** per beneficiary will apply for each case.

# **Events covered**

Cover will be provided for:

- The loss or destruction of luggage or objects of value provided that they have been registered or duly entrusted to the carrier or tour operator during organised transport and transfers.

- The theft of luggage or objects of value resulting from a break-in to any locked and closed vehicle, occurring, in any case, between 7 a.m. and 9 p.m. (local time).

- In the event of theft, cover will be provided as long as you were keeping your luggage and objects of value under direct surveillance, in your room or in a personal locker.

- Precious objects are only covered against theft and when worn on your body or deposited in the safe in your room or in the safe in your hotel.

# **Declaration procedure**

You must alert AXA Assistance within 5 working days of the end of your trip and adhere to the declaration procedure set out in the paragraph 'general conditions of application' in part 1 of these notes and provide documentary evidence of the value and existence of the luggage and similar objects stolen, lost or damaged.

Your declaration must include the following information: - your forename and surname and address

- your forename and sumarile - your membership number
- the policy number
- the date, causes and circumstances of the accident

- original copies of your supporting documents.

# You must also provide:

In the event of theft, the receipt of the filing of your complaint, drawn up by the competent local authorities within 48 hours of your becoming aware of the theft;

In the event of total or partial destruction, the declaration drafted by any competent authority or by the author of the damage, or failing that by a witness;

In the event that the carrier or tour operator may be held liable, the declaration of your reservations against the carrier or tour operator drafted with them or their representative.

# LUGGAGE INSURANCE

# Recovery of stolen or lost luggage

In the event of recovery of all or part of your lost or stolen items, whenever this should occur, you must immediately notify AXA Assistance.

If the recovery occurs:

**Before the compensation is paid**, you must take possession of the said items. AXA Assistance is only required to pay compensation corresponding to any damage suffered and costs which you have incurred, with the approval of AXA Assistance, for the recovery of these items.

After the compensation is paid, you will have a period of thirty days from the recovery to choose either the repossession or relinquishment of all or part of the recovered items. Should this limit not be adhered to, the assets will become the property of AXA Assistance.

In the event of repossession, the payment will be revised, taking into account the value of the assets on the day of their recovery and you will be obliged to return any excess compensation received, if any.

As soon as you learn that a person is in possession of the lost or stolen asset, you must alert AXA Assistance within eight days.

# Compensation

Compensation will be paid exclusively either to you or to your successors.

The compensation will be calculated:

- On the basis of the replacement value, with a deduction applied for depreciation, if the asset has been totally destroyed,

- On the basis of the cost of repair, within the limit of the replacement value, with a deduction applied for depreciation, if the asset has only been partially damaged.

# Exclusions

Exclusions common to all the cover in part I of these notes will apply.

In addition, the following are also excluded:

- Theft and destruction of luggage occurring at your domicile;

- Cash, bank notes, shares or securities of any kind, travel tickets, documents, business papers, magnetic strip cards, credit cards, passports and other identity documents;

- Equipment of a professional nature;

- Perfumes, perishable foodstuffs, cigarettes, cigars, wines, alcohol and spirits and, more generally, any food products;

- Prostheses of any kind, apparatus, glasses and contact lenses, medical equipment, unless damaged during an accident which causes bodily injury;

- Theft committed with no break-in on any premises used for accommodation which does not meet the following three conditions: closed, covered and locked;

- Theft of any kind or destruction on a campsite, in hangars, on pleasure craft for private use, caravans or trailers; - Car radios;

- Paintings, artworks and crafts, antiques and musical instruments;

- CDs, video games and accessories;

- Any sports equipment except for guns and golf clubs;

- Assets entrusted to third parties or under the responsibility of third parties such as agents; however, luggage handed over to a carrier or entrusted to a tour operator or hotelier will not be considered assets entrusted to third parties;

- Theft or destruction of luggage left unsupervised in a public place or premises made available to several occupants;

- Destruction caused by an inherent defect, normal or natural wear and tear or that caused by rodents, insects and vermin;

- Destruction caused by the influence of the temperature or lights or resulting from the seeping of liquids, fatty materials, dyes, corrosive, inflammable or explosive substances which are part of the contents of the insured luggage;

- Damage caused by scrapes, scratches, tears or stains;

- Damage caused to fragile objects, such as glass, mirrors, porcelain, terracotta, statues, ceramics, earthenware, crystal, alabaster, wax, stoneware, marble and any similar items, unless the damage arises from a theft or attempted theft;

- Seizure, embargo, confiscation, capture, destruction or sequestration ordered by any public authorities.

# ASSISTANCE COVER

# **MEDICAL ASSISTANCE**

# Medical repatriation

In the event of serious bodily injury, the doctors at AXA Assistance will contact the attending physicians and take the most suitable decisions depending on your condition, the information collected and purely medical considerations. If the AXA Assistance medical team recommends that you be repatriated, AXA Assistance will organise and pay for this, depending on any purely medical requirements determined by its medical team.

The destination of your repatriation will be:

- either a suitable healthcare establishment located nearby;
- or a hospital in a neighbouring country;
- or the closest hospital to your domicile.

The means used for your repatriation may be a light-duty medical vehicle, ambulance, train, commercial aircraft, medical aircraft.

Only the AXA Assistance medical team will be authorised to make a final choice as to your place and date of hospitalisation, whether you need to be accompanied and the resources used.

Any rejection of the solution suggested by the AXA Assistance medical team will trigger the cancellation of the assistance cover.

AXA Assistance may ask you to use your ticket if it can be used or modified. Failing this, when the assistance department pays for your return, you are required to return your ticket or the refund to AXA Assistance.

### Sending a doctor on the ground

If the circumstances require, the AXA Assistance medical team may decide to send a doctor who can make a more informed judgement about the measures to implement for your repatriation and be responsible for its organisation. AXA Assistance will pay the transport and consultation fees of the doctor sent.

# Visit from a loved one

If your condition does not allow or does not require your repatriation and if your hospitalisation is longer than 4 consecutive days (from the first day of hospitalisation, if the condition is life-threatening or if you are a minor or disabled), AXA Assistance will pay for a return ticket for a member of your family or one of your loved ones to visit you (a ticket for each parent, father and mother, if you are a minor).

AXA Assistance will organise and pay for the costs of the stay (room, breakfast and taxi) incurred by this loved one.

AXA Assistance will pay a maximum of **100 Euro per day** for a maximum duration of **10 consecutive days**, within the limit of the hospitalisation period.

This cover will only be provided if no adult family member is already in situ.

This cover cannot be combined with 'inability to return' and 'extended stay' cover.

#### Returning to your domicile or continuing your stay after recovery

At the end of your hospitalisation or inability to return and after medically recognised recovery, AXA Assistance will organise and pay for your return to your domicile or the continuation of your trip (one-way ticket), as well as that of your family members who are beneficiaries of this policy, provided that they have remained with you, or of a beneficiary who is accompanying you, but unrelated to you.

If AXA Assistance organises the continuation of your trip, the costs paid will be limited to the extra transport costs equal to the cost of returning to your domicile.

# Repatriation in the event of death

AXA Assistance will organise and pay for the repatriation costs of your body or ashes from the place of death to the place of burial in your country of domicile as well as the post mortem treatment costs, coffin expenses and transport arrangements necessary.

The coffin expenses related to the transport thus organised will be paid up to the sum of **2,000 Euro**.

# Your family will have to pay the funeral expenses, plus the costs of the service, cortège, burial or cremation.

AXA Assistance will have sole authority to choose the companies involved in the repatriation process.

# Accompanying your body

If the presence of a member of your family or loved one in situ is essential for the identification of the body and the repatriation or cremation formalities, AXA Assistance will organise and pay for a return ticket as well as the costs of the stay (room, breakfast and taxi) incurred by this person.

AXA Assistance will pay a maximum of **100 Euro per day** for a maximum duration of **2 consecutive days**.

# This cover cannot be provided unless you are travelling alone when your death occurs.

# **Return of your beneficiaries**

Within the context of a repatriation in the event of serious bodily injury or death, AXA Assistance will organise and pay for members of your family, or an unrelated person accompanying you, to return home.

AXA Assistance will pay for a single economy class air ticket or 1st class train ticket provided that the means initially organised for the return trip can no longer be used or modified.

# Early return

In the event of an event occurring during your trip which necessitates an early return home, AXA Assistance will organise and pay for one of the following services:

- either your return trip and that of your beneficiary/ies, whether members of your family or an unrelated person accompanying you;

- or your return trip.

The following unexpected events will be covered:

- serious bodily injury which proves life-threatening (in the view of the AXA Assistance medical team) or the death:

- of your spouse, de jure or de facto, or your civil partner, your forebears, descendants, brothers, sisters, parents-inlaw resident in your country of domicile;

- of your guardian or any disabled person living under your roof;

- the unexpected hospitalisation of any of your children who have remained at your domicile, if under the age of 18;

- the death of one of the following persons: your brother-in-law, sister-in-law, son-in-law or daughter-in-law, resident in your country of domicile;

- serious material damage which requires your presence in order to fulfil the necessary formalities at the premises where your primary residence is located.

# Sending medication abroad

Should it prove impossible to find essential medicines or equivalents, prescribed prior to your departure by the doctor treating you, in situ, AXA Assistance will search for them in your country of domicile.

If they are available, they will be sent as soon as possible subject to any local legal constraints and depending on the means of transport available.

This cover will apply for all timely requests. Under no circumstances may it apply within the context of long-term treatments which would require medication to be sent regularly or of a request for a vaccine.

# You will be responsible for the cost of the medication and any customs fees.

You will undertake to reimburse the cost of the sums paid.

### **Exclusions**

Exclusions common to all the cover in part I of these notes will apply.

In addition, the following are also excluded:

- any medical interventions and/or reimbursements concerning evaluations, check-ups, preventive screening;

- benign disorders or lesions which can be treated in situ and do not prevent you from continuing your travelling;

- convalescence, disorders currently being treated and not yet cured and/or which require further scheduled medical intervention;

- already existing illnesses or injuries, diagnosed and/or treated, for which there has already been a medical consultation or hospitalisation within the 6 months prior to the date of your request for assistance;

- any after-effects (checks, supplementary treatment, recurrences) of a disorder which has already necessitated a repatriation;

- after-effects of pregnancy: giving birth, caesarean section, neo-natal care;

- voluntary terminations of pregnancy; trips made for the purposes of diagnosis and/or treatment, medical evaluations, check-ups, preventive screening;

- cosmetic surgery;
- suicide attempts and their consequences;
- the practising, as an amateur, of air, defence or combat sports;
- the consequences of neglecting or being unable to have a vaccination;
- trips made for the purposes of diagnosis and/or treatment;

- the consequences of neglecting or being unable to have a vaccination or undergo the treatment necessitated or imposed by a trip or journey;

- repeated transport necessitated by your condition.

# SEARCH AND RESCUE COSTS INSURANCE

The purpose of this cover is the refunding of any search and rescue costs necessitated by the intervention, on private or state-owned land, of authorised companies or teams equipped with every resource, including the use of a helicopter.

This cover will apply as a supplement or after the exhaustion of any similar cover which you may otherwise possess.

# Amount and limit of the cover

In any event, the cover is limited to 5,000 Euro per beneficiary and 30,000 Euro per event.

# **Declaration procedure**

Either you, or any person acting on your behalf, must inform AXA Insurance verbally within forty-eight hours at the latest after the intervention; AXA Assistance will then issue you with a case number.

# Your obligations

You are obliged to then send AXA Assistance the following information and documents:

- ✓ the number of the case opened by AXA Assistance,
- ✓ the nature, circumstances, date and location of the accident which necessitated the payment of in situ search fees,
- $\checkmark$  the original copies of the invoices for all costs incurred for the search,
- ✓ original copies of the reimbursement statements and/or breakdowns from any payment authority concerned and copies of the expenses invoices,
- ✓ more generally, any documents likely to enable an exact calculation of the actual costs to be paid by you.

Should you fail to provide all these documents to AXA Assistance, your reimbursement will not be processed.

# Making a claim

Except in the event of unforeseeable circumstances or force majeure, you must notify AXA Assistance and make your accident declaration within 5 working days following the date of the accident and in accordance with the procedures detailed above.

Once this time limit has expired, should AXA Assistance suffer any prejudice as a result of a late declaration, you will lose any right to compensation.

If necessary, AXA Assistance, as the claims manager, reserves the right, at its own expense, to order the beneficiary, by registered letter with acknowledgement of receipt, to undergo a medical examination.

AXA Assistance reserves the option, if appropriate, to request supplementary documents.

# **Exclusions**

In addition to the general exclusions in part I of these notes, the following are also excluded from the cover:

- ✓ Search and rescue costs arising from a failure to adhere to the safety rules of the site operators and/or the legislative provisions governing the activity practised by the beneficiary.
- ✓ Search and rescue costs incurred by the practising of a professional sport, participation in an expedition or competition.

# TRAVEL ASSISTANCE

# Medical information and advice

The AXA Assistance medical team will provide you with medical information and advice on request from Monday to Friday, 7 days a week and 24 hours a day. They will supply you with any general information. About one or more medicines: generic, side effects, contraindications, interactions with other medicines.

In the following fields: vaccinations, dietary, healthy lifestyle, food, preparing for your trip.

Medical intervention will be limited to supplying objective information.

The purpose of the service is not in any way to provide a personalised telephone medical consultation or to encourage self-medication. If your request is related to the above, AXA Assistance would advise you to consult the doctor treating you.

# Sending urgent messages

If it is materially impossible to send an urgent message, AXA Assistance will, on request, send any message you wish to have delivered to the members of your family or your loved ones free of charge, using the fastest means possible. AXA Assistance may also act as an intermediary should your family need to contact you.

You will remain responsible for the messages and you will be exclusively liable for them. The only role played by AXA Assistance is that of intermediary in sending them.

# Theft or loss of documents or personal effects

During your trip abroad, in the event of the theft or loss of your identity documents, means of payment or tickets, and after a declaration made to the competent local authorities, AXA Assistance will provide the following services:

- it will advise you about the administrative steps to take;

- it will stop any of your means of payment subject to a confirmation fax from you;

- in the event that replacement documents can be supplied in your country of domicile, AXA Assistance will send them to you using the fastest means possible;

- in the event of the theft of your luggage and upon request, AXA Assistance will provide an advance so that you can purchase any essentials, up to a total of **1,500 Euro per event**:

- in the event of the loss or theft of a ticket, AXA Assistance will send you a new, non-negotiable ticket, for which AXA Assistance will make an advance payment.

You are bound to reimburse the cost of the advance payment in accordance with the procedures set out in the 'general conditions of application' paragraph in part I of these notes.

# Return in the event of a terrorist attack

When a terrorist attack occurs within a radius of 100km of your location and upon request from you or the 'STUDENT EXCHANGE ASSOCIATION', AXA Assistance will organise and pay for your return to the airport or station nearest your domicile **up to the limit of 50,000 Euro including VAT**. Your return will be booked in a 1<sup>st</sup> class train or on a standard commercial airline in economy class.

This cover will apply provided that commercial means of transport are locally accessible.

The request to return must be drafted within a maximum of 72 hours after the attack occurs.

AXA Assistance will not pay for the transfers to the airport or station of departure and transfers from the airport or station of arrival to your domicile.

# Return in the event of a natural disaster

When a natural disaster occurs at your location and upon request from you or the 'STUDENT EXCHANGE ASSOCIATION', AXA Assistance will organise and pay for your return to the airport or station nearest your domicile **up to the limit of 50,000 Euro including VAT**. Your return will be booked in a 1<sup>st</sup> class train or on a standard commercial airline in economy class.

This cover will apply provided that commercial means of transport are locally accessible.

The request to return must be drafted within a maximum of 72 hours after the natural disaster occurs.

AXA Assistance will not pay for the transfers to the airport or station of departure and transfers from the airport or station of arrival to your domicile or during your journey.

# **Emergency evacuation**

In the event of a situation that is prolonged and deemed as such by the AXA Assistance service provider and/or of a crisis lasting more than 96 consecutive hours and that could be qualified as:

- General riot (social, security, political),
- General armed insurrection,
- Rapid and severe deterioration of political institutions

If you or the Student Exchange Association has made contact with AXA Assistance within 3 days following the start of the incident, AXA Assistance may organise and implement your evacuation up to **50,000 Euro per beneficiary and up to the limit of 100,000 Euro per year for all the beneficiaries of the contract.** 

To activate or release the procedure, the Beneficiary or the Student Exchange Association must make their request in writing.

In the event that the ceiling defined above is exceeded, AXA Assistance will forward the costs with your agreement and with the understanding that you must repay the excess within 30 days.

#### Trip cancellation:

The cover provides for the reimbursement of air ticket cancellation or modification costs (flight only), within the limit of the sums invoiced by the airline in accordance with the price scale set forth in the general conditions of sale.

Flights reserved with the airline or your trip organiser, the dates, destination and cost of which will appear on the ticket.

**Serious bodily injury**: Radical change in health arising suddenly due to a cause outside the victim's control, diagnosed by a competent medical authority and requiring the issuing of a prescription for the taking of medicines by the injured party and involving the cessation of any professional or other activity.

**Serious illness**: Sudden and unforeseeable change in health, diagnosed by a competent medical authority and requiring the issuing of a prescription for the taking of medicines by the injured party and involving the cessation of any professional or other activity.

The compensation paid by AXA Assistance will be limited solely to the cancellation fees owed on the date when the event which triggered the application of the cover occurred, subject to deduction of the airport taxes, insurance premiums and administrative charges (imposed by the airline or trip organiser and not reimbursed under this policy).

The sum of the compensation cannot exceed **2,000 Euro** per Policyholder.

An absolute excess of **30 Euro** per claim will apply.

The cover will apply in the event of an accident causing serious bodily injury, serious illness (including relapse, aggravation of a chronic or pre-existing disease, as well as any after-effects, the consequences of an accident occurring prior to signing up to this policy) or in the event:

- of your death,

- of the death of your spouse, whether de jure or de facto, or any person to whom you are joined by a civil partnership,

- of one of your forebears or descendants, including those for whom you are not fiscally responsible,

- of one of your brothers or sisters, brothers-in-law or sisters-in-law, sons-in-law or daughters-in-law, fathers-in-law or mothers-inlaw, legal guardian, regardless of their country of domicile, as well as any person who usually resides with you.

#### **Declaration procedure**

# You (or one of your beneficiaries) must notify the trip organiser of the cancellation as soon as the event which prevents your departure occurs.

The reimbursement made by AXA Assistance is actually calculated on the basis of the cancellation costs scale in force on the date when the event which triggered the application of the cover was first detected.

You must notify AXA Assistance within the 5 working days following your becoming aware of the accident, respecting the declaration procedure as described in the article 'General conditions of application'.

The declaration must include the following information:

- The forename, surname and address of the Policyholder
- The policy number
- The precise reason for the cancellation (illness, accident, etc.)
- The name of the travel agency.

If the reason for this cancellation is an illness or accident causing bodily injury, you (or your beneficiaries) must also send a confidential letter containing the initial medical certificate, stating the date and nature of the illness or accident, to the AXA Assistance Medical Director within 10 days of the accident.

AXA Assistance will send the file to you or your beneficiaries to complete.

This must be completed and returned to AXA Assistance, attaching the copy of the policy and all the documents requested to prove the reason for the cancellation and to assess the amount of prejudice suffered (inscription form, original copy of the cancellation fees, original copies of the tickets).

#### Reimbursement

The reimbursement of your cancellation fees will be sent directly either to you or your successors.

The administrative and visa fees, port and airport taxes and insurance premium are non-refundable.

Exclusions specific to the travel cancellation insurance cover:

The exclusions common to all the insurance cover are applicable.

Furthermore, cancellations resulting from any of the following events or circumstances are also excluded:

• events occurring between the date when the trip was booked and the date when the ROTARY EXCHANGE A104131 policy was signed up to;

• accidents or illnesses which were subject to an initial diagnosis, treatment, relapse or hospitalisation between the date when the trip was booked and the date when the ROTARY EXCHANGE A104131 policy was signed up to;

• cancellations caused by the carrier or trip organiser, regardless of the reason;

• depression or a psychological, nervous or mental illness which does not result in your hospitalisation or a hospitalisation of less than or equal to 3 consecutive days;

• voluntary terminations of pregnancy, their consequences and complications;

· cosmetic treatment and procedures, in-vitro fertilisation;

• cancellations resulting from periodic check-ups and observations;

• cancellations, the origin of which is failure, for whatever reason, to present one of your essential travel documents, except in cases stipulated by this cover.

# ASSISTANCE COVER

# **RETURN TRAVEL CANCELLATION/DELAY**

This covers costs incurred as a result of transport disruption and for which you can provide supporting evidence of having requested and not having obtained a reimbursement from the carrier or tour operator contacted as a first resort. Only costs proven by invoices may be reimbursed.

# The cover will apply as a supplement or after exhaustion of any similar cover which may be provided by the carrier, travel agency, tour operator or payment card issuers.

# Definitions

# Transport disruption

The inability of your carrier or tour organiser, as a result of a covered event, to leave the return port or airport at the date and time stated on the ticket or holiday booking form.

# Covered events

Fire, flood, earthquake, explosion following a natural event, tsunami, landslide, avalanche, cyclone, storm, tornado and volcanic activity.

# Prepaid costs

Costs paid before your trip: package or flight only, including car rental, parking at your place of departure, excursion(s), accommodation at the airport, access to airport lounges.

Package should be understood to mean: any combination of at least two of the following elements sold or offered for a fixed global price and when the service covers a period of over 24 hours or includes at least one night:

- a) transport
- b) accommodation

# Services provided and costs covered during your return trip:

When the public passenger transport on which you have a reservation is cancelled, rerouted or suffers a delay of more than 12 hours after the time indicated on your ticket or travel booking form, caused by transport disruption, should you have to extend your stay or take new measures to return to your country of domicile, we will pay for the extra transport and accommodation costs for which no replacement could be obtained, up to a ceiling of  $\leq 1,000$  per person or  $\leq 200$  per night and per person for a maximum of 5 nights. The transport costs covered must be in a category equivalent to that reserved initially.

# **Cover limit**

For groups, the maximum amount is limited to 5,000 Euro per event.

# Exclusions specific to the return travel cancellation/delay cover:

The exclusions common to all the insurance cover will apply; in addition, accidents occurring as a direct or indirect result of the following are also excluded:

a) any event covered by this cover, if it has become common knowledge or been announced publicly by the date when the trip was reserved or this cover signed up to (if subsequent to the date when the trip was reserved).

b) an aircraft or vessel withdrawn from service (temporarily or not) for a reason independent of the events covered, upon recommendation from the civil aviation authorities, port authorities or a similar body whatever its country of origin.

c) a refusal of permission to embark because of the consumption of drugs, alcohol or violent or undisciplined behaviour on your part or that of a person accompanying you.

d) a refusal of permission to embark because you are unable to provide a valid passport, visa or other document required by your carrier or its representatives.

# No payment of costs or reimbursement will be provided for:

- 1. Taxes at your airport of departure,
- 2. Tickets paid for using 'air miles' acquired through a loyalty programme,

3. Accommodation costs paid for within the context of a shared-ownership, timeshare or other similar system,

4. The costs you have incurred for which you have received or will receive any kind of compensation (tickets, meals, refreshments, accommodation, transfers, assistance) from the carrier, travel agency, tour operator or payment card issuers,

5. Transport or accommodation costs incurred if your carrier or tour organiser has offered a reasonable alternative which you have refused,

6. Ongoing expenses such as meals and drinks that you would have had to pay during the normal course of your trip,

7. The costs which you have incurred if your tour organiser or the local authorities did not believe it was necessary to deviate from the itinerary initially planned in your package,

8. The costs incurred for persons not covered by this cover.

# **Declaration procedure**

Except in the event of unforeseeable circumstances or force majeure, you must notify the AXA Assistance Holiday Insurance Processing Department and make your accident declaration, together with all the documentary evidence, within 5 working days of the end of your trip. Failure to do so will lead to your forfeiting your right to cover.

Should you cancel your trip, you must inform your trip organiser of the cancellation as soon as the event for which the cover may apply occurs and notify us within the 5 working days following the declaration made to the trip organiser.

You can contact us:

- by telephone on 33 (0)1 49 65 25 61
- by fax on 33 (0)1 55 92 40 41
- by email to this address: gestion.assurance@axa-assistance.com
- or by registered letter with acknowledgement of receipt

This must be sent to

AXA Assistance Service Gestion des Assurances Voyages 6, rue André Gide 92328 Châtillon cedex

• Once this time limit has expired, should AXA Assistance suffer any prejudice as a result of a late declaration, you will lose any right to compensation.

• Any declaration which does not comply with the provisions set forth in this cover will result in forfeiture to any reimbursement rights.

AXA Assistance reserves the option, if appropriate, to request supplementary documents.

# The declaration must include the following information:

Your forename, surname and address,

• The policy number,

• The departure and return date of your holiday or trip,

• If your journey is cancelled: written confirmation and the reason for it, drafted by the carrier or its representative.

• <u>If your flight is delayed or rerouted</u>: a declaration from the carrier or its representative stating the reason for and duration of the delay as well as the planned initial departure time and the actual time of departure,

• a copy of the letter refusing any compensation for costs which you might otherwise have benefited from (carrier, tour operator or travel agency, payment card issuer etc.) or a copy of the documents showing the payment of costs by such bodies,

• an original copy of the ticket and travel booking form,

- an original copy of your unused ticket, if appropriate,
- original copies of the documents showing the unexpected costs incurred.

# Method of application

1. The extra costs must be of the same level to those of your initial prepaid trip.

2. You must obtain (at your own expense) written confirmation of the cancellation (delay - number of hours - or impossibility of embarking) and the reason for it, drafted by the Public Passenger Transport Agency or its representative.

3. You must send the carrier a request for compensation for your unused ticket pursuant to the terms of its contract and/or (if appropriate) European (or equivalent) legislation on the rights of air passengers in the event of refusal of permission to embark, flight cancellation or delay.

5. Detailed receipts and invoices must be kept as documentary evidence.

# Reimbursement

The reimbursement of the costs incurred will be sent directly to either you or your beneficiaries or any other person upon a specific written request from you.

# LEGAL ASSISTANCE

**Overseas**, following any involuntary breach of the laws and regulations in force which you may commit and for any act not classed as a crime, AXA Assistance will intervene, upon a written request from you, if any legal action is launched against you.

# Bail advance

AXA Assistance will pay an advance for any bail money requested by the authorities for your release from custody or to enable you to avoid any imprisonment, up to a **maximum total of 15,000 Euro per event**.

This advance will be paid through a legal representative in situ.

You are required to reimburse AXA Assistance for this advance:

- as soon as the bail money is returned in the event of dismissal or acquittal;
- within 15 days of the legal decision becoming enforceable in the event of conviction;
- in any event within 90 days of the date of payment.

You are bound to reimburse the cost of the advance payment in accordance with the procedures set out in the 'general conditions of application' paragraph in part I of these notes.

# Lawyer fees

AXA Assistance will pay for the fees of any lawyer in situ up to a maximum total of 5,000 Euro per event.

# SUMMARY TABLE OF THE COVER PROVIDED

SUMMARY OF THE COVER	AMOUNTS AND CEILINGS
MEDICAL A	ASSISTANCE
<ul> <li>Medical repatriation</li> </ul>	Actual costs
<ul> <li>Sending a doctor on the ground</li> </ul>	Actual costs
<ul> <li>Visit from a loved one If your condition does not</li> </ul>	
allow or require your repatriation and if your	
hospitalisation is longer than 4 consecutive days	of the duration of your hospitalisation.
<ul> <li>Returning to your domicile or continuing your</li> </ul>	Actual costs
stay after recovery	
Repatriation in the event of death	Actual costs
Coffin expenses	Ceiling: <b>€2,000</b>
Accompanying your body	• Ticket: actual cost
Accompanying your body	Ceiling of your stay: <b>100 Euro per day</b> for a duration of <b>2</b>
	consecutive days
Return of your beneficiaries	Return ticket
• Early return	Payment of transport costs
Sending medication abroad	Payment of transport costs
INSURAN	CE COVER
<ul> <li>Luggage insurance cover</li> </ul>	• The ceiling per Policyholder and per trip is set at
	2,000 Euro.
	<ul> <li>The ceiling per event is set at 10,000 Euro.</li> </ul>
	• The objects of value and precious objects will only
	be covered for up to 50% of the insured sum.
	An excess of <b>45 Euro</b> per Policyholder will apply for each
	case.
Search and rescue costs insurance	Ceiling: the cover is limited to 5,000 Euro per
	Policyholder and <b>30,000 Euro</b> per event.
Trip cancellation insurance cover in the event	
of illness, accident or death	
	SSISTANCE
<ul> <li>Medical information and advice</li> </ul>	Actual costs
<ul> <li>Sending urgent messages</li> </ul>	Actual costs
<ul> <li>Theft or loss of documents or personal effects</li> </ul>	Ceiling: Advance of 1,500 Euro per event
	(in the event of theft)
<ul> <li>Return in the event of a terrorist attack</li> </ul>	Payment of 1 <sup>st</sup> class train ticket or economy class     in ticket we the limit of 52 222 Function during
	air ticket up to the limit of 50,000 Euro including
. Poturn in the event of a natural dispeter	VAT
<ul> <li>Return in the event of a natural disaster</li> </ul>	• Payment of 1 <sup>st</sup> class train ticket or economy class air ticket <b>up to the limit of 50,000 Euro including</b>
	VAT
Emergency evacuation	• Ceiling of 50,000 Euro per beneficiary and up to
	the total limit of 100,000 Euro per year
	Ceiling of <b>1,000 Euro per Policyholder, within the limit</b>
Return travel cancellation/delay cover	Celling of 1.000 Euro per Policynoider. Within the limit
Return travel cancellation/delay cover     Prolongation of your stay or supplementary transport	
Prolongation of your stay or supplementary transport	
Prolongation of your stay or supplementary transport costs	of 200 Euro per night for a maximum of 5 nights
Prolongation of your stay or supplementary transport costs	of 200 Euro per night for a maximum of 5 nights Maximum 5,000 Euro per event for groups

# EXCLUSIONS COMMON TO THE COVER IN PART I OF THESE NOTES

In addition to the exclusions stipulated within the text of this policy, the consequences of any of the following are also excluded and may not give rise to intervention on the part of AXA Assistance, nor be subject to compensation of any kind:

- alcohol abuse (blood alcohol level greater than that set by the legislation in force), the use or absorption of medication, drugs or narcotics which are not medically prescribed;

- damage caused by deliberate or wilful conduct on your part;

- participating in a competitive sport or rally;

- wilful failure to respect the legislation in the country visited or practising activities not authorised by the local authorities;

- practising any sport professionally or air, defence or combat sports as an amateur;

- participation in endurance or speed competitions or events or preparatory tests, on any land, water or air vehicle;

- failure to respect the safety regulations recognised as part of the practising of any sporting leisure activity;

- radioactive nuclear effects;

- damage caused by any explosives which you may possess;

- voluntary participation in any fighting, except in the case of self-defence; war (civil or otherwise); riots; strikes; acts of terrorism, piracy or sabotage; popular movements;

- climate-related events such as storms or hurricanes except as regards the 'return in the event of natural disaster' cover.

No payment of costs or reimbursement will be provided for:

- costs related to excess baggage when travelling by air and luggage which cannot be taken with you;

- costs for which there are no original copies of supporting documents;

- costs incurred by you for the delivery of any official document;

- any intervention initiated and/or organised at state or interstate level by any governmental or non-governmental authority or body.

# **Restrictive conditions of application**

### Liability

AXA Assistance may not be held liable for any damage of a professional or commercial nature which you may suffer following an incident which necessitates the intervention of the assistance services.

AXA Assistance may not replace the local or national emergency search and rescue bodies and will not pay for any costs incurred by their intervention unless there is a contractual stipulation to the contrary.

### **Exceptional circumstances**

AXA Assistance's liability depends on an obligation of means and not of results.

AXA Assistance may not be held liable for a failure to provide or a delay in providing cover triggered by a civil war or war with another country, whether officially declared or not, mobilisation of the general population, any requisition of men and/or equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strikes, riots or popular movements, any restriction to the free circulation of goods and persons, natural disasters, the effects of radioactivity, epidemics, any infections or chemical risk or any instance of force majeure.

# General conditions of application

### For the assistance cover

#### Prior approval

You must obtain prior approval from AXA Assistance before undertaking any actions and/or incurring any expenses.

This prior agreement will be marked by the providing of a case number which will enable you to benefit from the cover under the terms of this policy and claim a reimbursement of the costs you have incurred.

# Implementation of the cover

AXA Assistance will intervene within the framework set by national and international laws and regulations. You must comply with the solutions advocated by AXA Assistance. AXA Assistance reserves the right, before intervention by any of its departments, to verify that the covered event has actually taken place and to check the legitimacy of your request.

#### Intervention procedure

In the event of an urgent event requiring the intervention of AXA Assistance, your request must be sent directly:

- By telephone: +33 (0)1 55 92 40 00
- By fax: +33 (0)1 55 92 40 50
- By telegram: AXA Assistance, 6 rue André Gide, 92328 CHATILLON CEDEX FRANCE

# Provision of transport tickets

If AXA Assistance organises and pays for a ticket within the context of this policy, you must make a commitment:

- either to reserve the right for AXA Assistance to use your original transport ticket;
- or to pay any refund you obtain from the trip organiser which issued your ticket to AXA Assistance.

Any repatriations organised and paid for by AXA Assistance will take place:

- either on an economy class flight;

- or on a first class train.

# Payment of accommodation costs

Any accommodation costs paid for within the context of this policy must be included in an invoice issued by a hotel. Any other provisional accommodation solution may not give rise to any compensation.

Reimbursement procedure for costs incurred within the terms of the assistance cover.

Costs incurred will only be reimbursed upon presentation of the original copies of supporting documents accompanied by your case number confirming the prior approval of AXA Assistance.

# CONDITIONS OF APPLICATION

Your letter must be sent to AXA Assistance Service Gestion des Règlements 6 rue André Gide 92328 CHATILLON CEDEX FRANCE

# For insurance cover

Except in the event of unforeseeable circumstances or force majeure, you must notify the AXA Assistance Payments Processing Department and make your accident declaration, together with all the documentary evidence, within 5 working days of the end of your trip. Failure to do so will lead to your forfeiting your right to cover.

- You can contact AXA Assistance
- by fax on +33 (0)1 55 92 40 41
- by telephone on +33 (0)1 49 65 25 61

- by registered letter with acknowledgement of receipt, to this address:

Service Gestion des Assurances voyages

6 rue André Gide

92328 CHATILLON CEDEX FRANCE

Once this time limit has expired, should AXA Assistance suffer any prejudice as a result of a late declaration, you will lose any right to compensation.

Any declaration which does not comply with the provisions set forth in the insurance cover will result in forfeiture of any reimbursement rights.

If necessary, the claims manager will reserve the right to order you, at your own expense, to undergo a medical examination, by registered letter with acknowledgement of receipt.

AXA Assistance reserves the option, if appropriate, to request supplementary documents.

For the provision of an advance

- If, during your trip overseas, you ask AXA Assistance to intervene by providing a cash advance as stipulated within the cover in this policy, AXA Assistance may proceed as follows:
- direct payment of the costs incurred,
- provision of the amount of the advance in local currency.

The advance will be paid only up to the amount of the actual costs within the limit of the sum indicated in the special conditions.

- In order to preserve its rights, AXA Assistance reserves the right to request, prior to the payment of any advance, a financial surety of an equal amount:
- either by debiting your bank card;
- or by an imprint of your bank card;
- or by a guarantee cheque;
- or by an acknowledgement of debt (IOU).
- If the account linked to your bank card has not been debited by the AXA Assistance departments for the sum of the advance you received, you have a period of 30 days to reimburse AXA Assistance for the sums owed.

After this period, AXA Assistance reserves the right to initiate any useful recovery procedures and to increase the amount claimed in accordance with the legal interest rate in force.

# Legal framework

# Information technology and civil liberties law

Within the context of quality control of the services provided, telephone conversations between you and the Inter Partner Assistance departments may be recorded.

Pursuant to articles 32 et seq. of law no. 78-17 of 6 January 1978, as amended, concerning information technology, data protection and civil liberties, you are hereby informed that the personal data which will be collected when you make an appeal are essential for the implementation of the assistance services set forth herein.

# PART I CONDITIONS OF APPLICATION

Failure to respond will trigger the forfeiture of the cover stipulated herein.

This information is intended for internal use by Inter Partner Assistance, as well as any persons required to intervene and made responsible for the transfer, management and performance of the policy, within the limit of the respective roles attributed to them.

You have a right to access and correct any data concerning you, by contacting: Service Juridique, Inter Partner Assistance, 6 rue André Gide - 92320 CHATILLON FRANCE

# Subrogation

Inter Partner Assistance is subrogated to the rights and actions of any natural or legal person who is a beneficiary of all or part of the cover stipulated herein, against any third party responsible for the event which triggered its intervention up to the amount of the costs incurred by it in executing the cover set forth herein.

# Complaints and mediation

In the event of difficulties related to the conditions of application of the cover stipulated herein, you must contact Inter Partner Assistance - Service Gestion Relation Clientèle - 6, rue André Gide - 92328 Châtillon FRANCE.

If a disagreement persists, you have the choice of appealing to the mediator whose contact details will then be supplied to you by Inter Partner Assistance, without prejudice to any other legal avenues available to you.

### **Resolving disputes**

Any dispute concerning the cover in part I of these notes which has not been resolved either amicably by the parties or, if appropriate, by the mediator, will be brought before the competent legal jurisdiction.

# Supervisory Authority

Inter Partner Assistance is supervised by the Commission Bancaire, Financière et des Assurances (Banking, Finance and Insurance Commission) located at:

10 - 14 rue du Congrès, 1000 Bruxelles, Belgium.

# <u>PART II</u>

# <u>CIVIL LIABILITY,</u> <u>RENTAL LIABILITY</u>

PART II

# **CIVIL LIABILITY AND RENTAL LIABILITY COVER**

You will benefit from civil liability insurance under the terms of which AXA France IARD will cover the monetary consequences of civil liability to which you may be subject in accordance with any law or regulation in force in the place where the accident takes place, as a result of bodily injury, material damage and consequential immaterial loss caused to third parties.

Cover will only be provided for damage resulting from acts committed in private life.

You will also benefit from rental liability insurance under the terms of which AXA France IARD will cover the monetary consequences of any liability which you, as the tenant or occupant on a purely free basis of a property which constitutes your accommodation, may incur:

- towards the landlord for material damage affecting the property occupied,

- towards the landlord for the loss of rental from the premises and the landlord's inability to make use of the premises occupied,

- towards neighbours and third parties for material damage and consequential immaterial loss resulting from a covered event which occurs on the premises rented or entrusted to you, including that of your co-tenants, and which causes temporary loss of use.

The rental liability cover will supplement any cover taken out locally or, in exceptional cases, when no local cover has been taken out, and, in any case, within the cover limits stipulated by the contract.

# EXCLUSIONS

Damage resulting from any of the following is excluded:

- contractual obligations for non-voluntary work (except babysitting),

- activities which do not fall within the scope of 'private life' (except for study internships):
  - ✓ whether or not exercised on a temporary basis,
  - ✓ exercised in return for payment or on behalf of a trade union,
- sports activities exercised within associations, clubs or federations which insure their members,

- hunting (including the destruction of pests when this falls within the scope of the hunting supplementary liability policy).

Damage caused by any of the following is excluded:

- you in your country of origin, except during temporary stays as defined in the policy,
- air navigation vehicles,

- motorised land vehicles subject to compulsory insurance, as well as any uncoupled trailer of a weight greater than 750kg, or resulting from their use, except in the event of 'driving without your knowledge',

- by motor boats over 6hp and sailing boats over 6m in length,

- by motorised aquatic vehicles (jet skis, stand-up jet skis, water scooters and similar motor vehicles) apart from boats,

- by dogs falling into categories 1 and 2 as per the French law relating to dangerous animals (articles 211-12 of the French Rural Code),

- by equines, non-domesticated animals belonging to or kept by an insured person,

- assets entrusted, loaned or borrowed by any insured person.

Damage caused within the context of study internships will be excluded:

- when a result of acts forbidden by the regulations in force or executed by persons not authorised to do so.

- when they take place outside France (solely for bodily injury).

Material and immaterial damage is excluded:

- when intentionally caused or provoked by you, or with your complicity;

- when resulting from a fact or event of which you were aware when signing up to the policy, and which may result in the application of the policy;

- when resulting from your participation in a fight (except in the event of self-defence), riot or popular movement;

- when caused by a war with a foreign country, civil war, revolution or military mutiny;

Fines and penalties are excluded from the cover.

# **Cover limits**

Cover will be provided, per event and per Policyholder, up to the following amounts:

Cover	Limit of cover per accident
Civil Liability	
Bodily injury	€6,250,000
Material damage	€1,225,000
of which immaterial	€275,000
Rental liability	
Material damage	€1,225,000
Loss of rent	1 year

For all damage caused to third parties, an excess of 200 Euro per accident will apply.

# Processing and paying for accidents

You must:

- 1. provide, as soon as you become aware of it and **within ten days** at the latest, written notification of the accident to the STUDENT EXCHANGE Association,
- 2. send a declaration to the STUDENT EXCHANGE Association as soon as possible after the accident, indicating the circumstances and nature of the accident, and its known or presumed causes,
- 3. send copies of any letters, summons, legal deeds or procedural documents to the STUDENT EXCHANGE Association as soon as possible.

# If one of these formalities is not fulfilled, except in the event of force majeure, AXA France IARD will be entitled to compensation proportionate to the damage which this delay may have caused it.

Should you deliberately exaggerate the amount of damage caused by an accident or knowingly use inaccurate documents as proof or employ fraudulent means, or if you deliberately caused the accident, you will be stripped of any right to compensation for all of the objects destroyed or damaged during the accident which was the subject of the declaration, with the loss of this right being indivisible, without distinction, among the various articles of the policy.

No recognition of responsibility or transaction conducted without its knowledge or approval may be enforceable against AXA France IARD, since the admission of a material fact cannot be considered a recognition of responsibility.

Any dispute arising from the application of the cover in part II of these notes will be subject to the jurisdiction of the French courts.

# <u>PART III</u>

# PERSONAL ACCIDENT

# Accidental death

### Amount of coverage

In the event of the Policyholder's death, following an Accident that occurred and was declared during the cover period of the policy, AXA France IARD will pay to the Beneficiary a sum of 100,000 Euro.

It is hereby stated that in order to become entitled to the payment of this sum, the death must occur within 24 months after the accident at the latest.

### Accident declaration

Except in the event of force majeure, the accident must be declared to AXA France IARD as rapidly as possible, within a maximum period of thirty days, by sending the following supporting documents required for the insurance payment: an excerpt of the death certificate;

- a medical certificate indicating the exact cause of death;
- a full copy of your birth certificate;
- · a photocopy of your family record book;
- a photocopy of your civil partnership agreement.

AXA France IARD reserves the right to request any documents it may deem necessary (copy of the police report, police station official record etc.).

### Specific provisions in the event of disappearance

If your body has not been found following an air crash, shipwreck, destruction of a means of public transport or disappearance of a means of public transport, and if there has been no news of you, other passengers or crew members within the two subsequent years, it will then be assumed that you have perished as a result of this event. However, the sum may be paid prior to the expiry of the two-year period, upon presentation of a declaratory judgement of death.

#### **Death payment**

The death payment will be made to the Beneficiary as soon as AXA France IARD has received, examined and approved all the documents received and, if appropriate, requested, within a maximum period of thirty days from the receipt of all of the documents required for the analysis of the fatal accident.

The payment will be made in France and in Euro.

# Permanent total or partial disability following an accident

# Definition

Damage, presumed to be permanent, of your physical or mental capacities, following an accident occurring during the validity period of the policy.

#### Amount of coverage

The disability payment will be made if, following an ACCIDENT, you remain affected:

• by permanent, total disability, AXA France IARD will pay you a sum of 100,000 Euro;

• by permanent, partial disability, AXA France IARD will pay you compensation based on the sum of 100,000 Euro, the degree of disability and a relative excess of 10%.

The degree of disability will be determined on the basis of the scale below, without taking into account the profession of the Policyholder. The rate of disability will determine the rate of compensation to apply to the coverage of 100,000 Euro.

In the event of permanent disability greater than 66%, 100% of the contractual compensation will be paid.

# Accident declaration

The accident must be declared to AXA France IARD as rapidly as possible, within a maximum period of thirty days, by sending the following supporting documents required for the insurance payment:

• a detailed medical certificate, stating the cause and circumstances of the accident, the date of the first medical diagnosis and the expected duration of the initial incapacity for work;

• the final notification of the allocation of an incapacity pension or a permanent disability annuity in the event of a workplace accident, issued by Social Security when the person becomes eligible for these rights;

• the final notification of the allocation of an incapacity pension or a permanent disability annuity in the event of a workplace accident, issued by Social Security when the person becomes eligible for these rights;

• a photocopy of an identity document including your place of birth, or failing that, an excerpt of your birth certificate;

• your certificate of recovery.

In addition to the documents above, you must provide AXA France IARD with any document likely to prove the cause and effect relationship between the accident and disability (copy of the police report, official police station record etc.) as well as any other document requested by AXA France IARD which will enable them to build up your case file.

# The medical documents must be sent, in a sealed envelope, labelled 'for the attention of the AXA France IARD medical adviser'.

You are required to submit yourself, whenever AXA France IARD may deem it useful, to examination by a doctor appointed by it; refusal to do so shall result in your losing the benefits of the cover.

### **Disability payment**

The degree of disability will be set as soon as your condition has stabilised and within three years at the latest of the date of the accident.

The disability payment will be made as soon as AXA France IARD has received, examined and approved all the documents received and, if appropriate, requested, within a maximum period of thirty days from the receipt of all of the documents required for the analysis of the accident.

The payment will be made in France and in Euro.

In the event of permanent disability, if the parties have been unable to agree on the final rate of disability or if the stabilisation of your condition has not occurred after a period of **one year** from the date when the accident was declared, advances may be paid upon request.

# Specific provisions concerning the accumulation of compensation

No accident may entitle you simultaneously to a death payment and a total or partial permanent disability payment.

In the event of accidental death of the disabled person, only the sum designated for death will be paid, subject to deduction of any advances which may have been paid for the disability.

On the other hand, in the event that, after having received compensation following a disability caused by a covered accident, you should die within a period of 2 years as a consequence of the same covered accident, AXA France IARD will pay the beneficiary the sum set for accidental death after deduction of the compensation already paid for the disability.

# **Disability scale**

For limbs or organs that are already damaged, the rate of disability will be determined after deduction of the prior rate of disability.

If you are left-handed and have made a declaration in this regard as per the Special Conditions in this policy, the rates set forth in the scale below for the various disabilities of the right upper limb and left upper limb will be inverted. The rate of disability is final, may not be revised and does not take into account your profession.

When several disabilities result from the same accident, the main disability will be assessed first, followed by the secondary disabilities according to the capacity remaining after the addition of the previous disabilities (Balthazard's Index).

When the consequences of an accident are aggravated by the victim's constitution, by a lack of care, by an empirical treatment, by the action of a disease or disability, the disability will be calculated after completely eliminating the causes of the aggravation.

For cases of disability not set forth in the scale, the rates will be set by comparing their seriousness with the cases listed in the scale.

Absolute and definitive functional incapacity of all or part of a limb will be assimilated into the total loss category, so that limbs or parts thereof which can no longer be used shall be considered lost.

# SCALE USED AS THE BASIS FOR CALCULATING THE DEGREE OF DISABILITY

TOTAL PERMANENT DISABILITY		
Total blindness		100%
Total loss of both arms or both hands		100%
Total loss of both legs or both feet		100%
Total loss of an arm and a leg – of an arm and a foot – of a hand and a leg – of a hand and a foot		100%
Complete quadriplegia, hemiplegia or paraplegia (patient bedridden)		100%
Total and incurable insanity which prevents any paid work		100%
PARTIAL PERMANENT DISABILITY		100%
A – HEAD		
Total loss of vision in one eye (with or without enucleation) or reduction of half of the total func	tions of	250/
each eye	tions of	25%
Loss of bone substance in the skull throughout its whole thickness:		
a) surface of at least 12cm <sup>2</sup>		50%
b) surface of 6 to 12cm <sup>2</sup>		30%
c) surface of 3 to 6cm <sup>2</sup>		16%
d) surface of under 3cm <sup>2</sup>		10%
d) surface of under 3cm <sup>2</sup> Incurable and total deafness in both ears		40%
Incurable and total deafness in one ear		10%
Ablation of lower jaw:		1070
a) total		35%
b) partial (entire ascending ramus or half of the body of the mandible)		25%
Loss of all upper and lower teeth		10%
B - LIMBS		10 /0
a) Upper limbs	Right	Left
Amputation of an arm or hand	60%	50%
Total loss of movement in the shoulder	30%	25%
Total loss of movement in the elbow	25%	20%
Total loss of movement in the wrist	20%	4 50/
Total paralysis of the upper limb	60%	15%
Total paralysis of the axillary nerve		15% 50%
	20%	
	20%	50%
Total paralysis of the median nerve	20% 40%	50%
Total paralysis of the median nerve		50% 15%
Total paralysis of the median nerve	40%	50% 15% 30%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow         Total paralysis of the ulnar nerve at the wrist	40% 20%	50% 15% 30% 15%
Total paralysis of the median nerve	40% 20% 12% 30%	50% 15% 30% 15% 8%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow         Total paralysis of the ulnar nerve at the wrist         Total paralysis of the radial nerve, lesion in the spiral groove	40% 20% 12% 30%	50% 15% 30% 15% 8% 20%
Total paralysis of the median nerveTotal paralysis of the ulnar nerve at the elbowTotal paralysis of the ulnar nerve at the wristTotal paralysis of the radial nerve, lesion in the spiral grooveTotal paralysis of the radial nerve in the forearmUnhealedfractureofthearm(occurrenceofpseudarthrosis)	40% 20% 12% 30%	50%           15%           30%           15%           8%           20%           25%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow         Total paralysis of the ulnar nerve at the wrist         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve in the forearm         Unhealed       fracture         Unhealed       fracture of the forearm (occurrence of pseudarthrosis):	40% 20% 12% 30% 30% 30%	50%           15%           30%           15%           8%           20%           25%           25%
Total paralysis of the median nerve	40% 20% 12% 30% 30% 30% 25%	50%           15%           30%           15%           8%           20%           25%           25%           20%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow         Total paralysis of the ulnar nerve at the wrist         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve in the forearm         Unhealed       fracture         Of       the         unhealed       fracture         unhealed       fracture <td>40% 20% 12% 30% 30% 30%</td> <td>50%           15%           30%           15%           8%           20%           25%           25%</td>	40% 20% 12% 30% 30% 30%	50%           15%           30%           15%           8%           20%           25%           25%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow         Total paralysis of the ulnar nerve at the wrist         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve in the forearm         Unhealed       fracture         of       the         unhealed       fracture of the forearm (occurrence of pseudarthrosis):         a) of both bones       b) of only one bone         Amputation of the thumb:       Image: Spiral groot of the spiral g	40% 20% 12% 30% 30% 30% 25% 12%	50%           15%           30%           15%           8%           20%           25%           25%           25%           20%           7%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow         Total paralysis of the ulnar nerve at the wrist         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve in the forearm         Unhealed       fracture         of       the         unhealed       fracture of the forearm (occurrence of pseudarthrosis):         a) of both bones       b) of only one bone         Amputation of the thumb:       a) total	40% 20% 12% 30% 30% 30% 25% 12% 20%	50%           15%           30%           15%           8%           20%           25%           25%           20%           7%           15%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow	40% 20% 12% 30% 30% 30% 25% 12%	50%           15%           30%           15%           8%           20%           25%           25%           25%           20%           7%
Total paralysis of the median nerve         Total paralysis of the ulnar nerve at the elbow         Total paralysis of the ulnar nerve at the wrist         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve, lesion in the spiral groove         Total paralysis of the radial nerve in the forearm         Unhealed       fracture         of       the arm         Unhealed fracture of the forearm (occurrence of pseudarthrosis):         a) of both bones         b) of only one bone         Amputation of the thumb:         a) total         b) partial (ungual phalanx)         Ankylosis of the thumb:	40% 20% 12% 30% 30% 30% 25% 12% 20% 5%	50%           15%           30%           15%           20%           25%           25%           25%           15%           20%           15%           20%           30%
Total paralysis of the median nerve	40% 20% 12% 30% 30% 30% 25% 12% 20%	50%           15%           30%           15%           8%           20%           25%           25%           20%           7%           15%

Amputation of the index finger:		
a) total		8%
b) 2 phalanges	8%	6%
c) 1 phalanx	3%	2%
Total amputation of the middle finger	8%	6%
Total amputation of the ring finger	6%	4%
Total amputation of the little finger	5%	3%
Total amputation of these three fingers	25%	20%
Total amputation of two of these three fingers	15%	10%
Total amputation of the thumb and index finger.	30%	25%
Total amputation of the thumb and a finger (other than the index finger)	25%	20%
Total amputation of the index finger and another finger (other than the thumb)	20%	15%
	20%	13%
b) Lower limbs		
Amputation of the thigh:		<b>CO</b> 0/
a) at the upper third		<b>60%</b>
b) at the two lower thirds		50%
Amputation of the leg		40%
Amputation of the foot:		
a) total (tibio-tarsal disarticulation)		35%
b) sub-ankle bone		30%
c) medio-tarsal		30%
d) tarso-metatarsal		25%
Amputation of all toes		15%
Amputation of the big toe		7%
Total loss of the four other toes		6%
Amputation of a toe (other than the big toe)		1%
Total loss of movement in the hip:		
a) when bent (flexion-adduction or adduction)		40%
b) when straight		30%
Total loss of movement in the knee (ankylosis):		
a) when bent		40%
b) when straight		20%
Total loss of movement in the tibio-tarsal joint:		2070
a) in a favourable position		10%
a) in an unfavourable position		20%
Unhealed fracture of the thigh or the two bones in the leg		40%
(occurrence of pseudarthrosis)		<b>+0</b> /0
Unhealed fracture of a foot		20%
Unhealed fracture of the patella		20%
Shortening of a lower limb:		20 /0
		15%
a) by at least 8cm		
b) by 5cm		9%
c) by 3cm		4%
Total paralysis of the lower limb		55%
Total paralysis of the external popliteal nerve		25%
Total paralysis of the internal popliteal nerve		15%
C - TRUNK		
Immobilisation of a segment of the spinal column with pronounced deviation in a highly restrictive		
position		30%
Fracture of a rib with persistent thoracic deformation and functional disorders		10%

### **EXCLUSIONS**

The consequences of any of the following are excluded from the insurance:

• Illnesses.

• Alcoholism, clear drunkenness or if it is proved that when an accident occurred you had a blood alcohol level equal to or greater than that set by French traffic legislation.

• The use of drugs, narcotics, medication or tranquillisers without a medical prescription.

Suicide or suicide attempts.

• Civil war or war with a foreign country, insurrection, as well as policing operations within the context of resolutions from the UN or any other similar institution, as well as any peacekeeping operations.

• An accident suffered when travelling or staying in a region or country for which the French Foreign Affairs Ministry has issued a travel warning. For persons already present in this zone on the date when the country was included on the lists of the Foreign Affairs Ministry, the exclusion will only apply from the 14th day following this listing.

• Your active participation in riots, popular movements, acts of sabotage, crimes or deliberate offences, fighting except in the case of self defence, attacks, acts of terrorism.

• Accidents occurring before the date when your cover begins.

• An intentional act on your part or on that of your Beneficiary.

• Cosmetic treatment and/or cosmetic surgery not resulting from a covered accident as well as any aftereffects and consequences.

• An accident caused by:

- any nuclear fuel or radioactive product or waste,

- any machine whose purpose is to irradiate or cause explosions by modifying the nucleus of an atom, as well as the decontamination of such machines,

- the direct or indirect action of any biological agent.

• An accident resulting from aerial navigation, except in the capacity of a passenger on a scheduled commercial flight or on board a vehicle which has a valid certificate of airworthiness and whose pilot possesses the necessary diploma and licence.

• Practising the following activities:

- air acrobatics,

- parachuting, microlighting, hang-gliding, paragliding or similar machines,

- tests, training or participation in events or competitions which include the use of motor vehicles or craft,

- competitive sports,
- professional sports,

- adventure racing,

- record attempts, bets of any kind.

• Therapy of any kind.

• Negligence, lack of care or use of empirical care without medical supervision (except in the event of force majeure). The cover will then be paid in line with the consequences which the accident may have had on a person treated in accordance with best industry practice.

• Neurological, psychiatric or psychological disorders.

# Maximum liability of AXA France IARD

The maximum liability of AXA France IARD may not exceed 3,000,000 Euro for one event, regardless of the number of insured victims of this accident.

The amount of cover per policyholder may be subject to an identical coefficient reduction for all the policyholders involved in the same accident and/or event, so that all the cover does not exceed the maximum limit indicated above. It is this reduced sum which will be used as the basis for the payment of the relative compensation to each policyholder.

# Legal framework

# Supervisory Authority

The authority responsible for supervising AXA France IARD is the Autorité de Contrôle Prudentiel et de Résolution (ACPR – French prudential supervisory authority), located at 61 rue Taitbout, 75436 PARIS.

### Declarations:

You must inform AXA France IARD of any disability from which you start to suffer, as well as blindness, insanity, total paralysis of a limb or epilepsy. You must make this declaration within a period of 15 days from when you became aware of this.

When these modifications constitute an aggravation which, if these new circumstances had existed before the policy was taken out, would have led AXA France IARD to refuse the policy or impose a higher premium, a declaration must be made to AXA France IARD; failure to do so will trigger the sanctions stipulated in articles L 113-8 and L 113-9 of the French Insurance Code.

When the aggravation is caused by you or the Student Exchange Association, AXA France IARD may seek to claim compensation from the Courts.

### Verification by AXA France IARD:

In all cases and at any time AXA France IARD reserves the right to name an expert doctor of its choosing, whose task will be to check that your condition does actually fall within the scope of the cover. The doctor appointed by AXA France IARD must have free access to you and may request any documents s/he deems necessary.

Failure to comply with this may lead to your being stripped of your right to any compensation.

It should be understood that the decisions taken by Social Security and the medical certificates necessary for the implementation of the cover will not be binding on AXA France IARD.

#### Prescription period:

In accordance with the provisions stipulated in article L 114-1 of the French Insurance Code, any actions arising from an insurance policy will be subject to a prescription period of two years from the event which gave rise to them.

Nevertheless, this period will only start:

1) on the day when AXA France IARD became cognizant of any non-disclosure, omission, false or inaccurate declaration about the risk involved;

2) in the event of an accident, on the day when the interested parties became aware of it, provided that they can prove that they were unaware until then.

When the cause of your action against AXA France IARD is a claim by a third party, the prescription period will only start on the day when the said third party starts legal action against you or receives compensation from AXA France IARD.

Pursuant to article L 114-2 of the French Insurance Code, the prescription period will be interrupted should any normal reason for doing so arise:

• any legal claim, even in summary proceedings, or any enforcement measure;

• any recognition, on the part of AXA France IARD, of your right to cover, or any recognition on your part of a debt to AXA France IARD.

It will also be interrupted:

• by the nomination of experts following a disaster;

• by the sending of a registered letter with acknowledgement of receipt:

- sent by AXA France IARD to you concerning legal action for payment of the premium,

- sent by you to AXA France IARD concerning the payment of compensation.

Pursuant to article L 114-3 of the French Insurance Code, the parties to the insurance policy cannot, even by common accord, either modify the duration of the prescription period, or add to the causes of suspension or interruption thereof.

#### Arbitration:

An expert medical opinion may prove necessary to determine the state of disability. In this case, AXA France IARD will be responsible for the fees of the doctor appointed to carry out the said analysis.

You will be informed of the conclusions of the expert by registered letter with acknowledgement of receipt; they may lead AXA France IARD to cease, refuse or reduce the payment of the compensation.

In the event of a dispute of a medical nature concerning the causes or consequences of the accident, the disagreement will be subject to an expert opinion.

Each party will designate a doctor. If the doctors thus designated do not agree, they will select a third doctor; the three doctors will then work together and decide by a majority of votes.

Should one of the parties fail to nominate its doctor or the two doctors be unable to agree on the choice of the third, the designation will be made by the President of the Court of First Instance or Commercial Court of your domicile or that of Axa France IARD.

In this third case, the nomination will take place upon simple request from the first party to take action, fifteen days at the earliest after the sending of a registered letter with acknowledgement of receipt to the other party, containing formal notification; if a third doctor must be designated, this will be done by the President of the Court ruling in summary proceedings.

Each party will pay the fees and expenses of its doctor and, if necessary, half of the fees of the third doctor and the expenses incurred through his/her nomination.

# Subrogation

After payment of the sums covered in the event of 'DEATH' or 'PERMANENT DISABILITY', no claim may be launched against the person(s) responsible for the accident, pursuant to article L 131-2 of the French Insurance Code.

# Other provisions

The cover is governed by the French Insurance Code and French law.

The French courts will have exclusive jurisdiction for any dispute concerning the application of the policy.

Any cover payable under the terms of this policy will be paid in mainland France and in the currency currently in use when the payment is made.

In accordance with the 'information technology and civil liberties' law, you may exercise your right to access and correct any information which concerns you and appears in the AXA France IARD files and the files of its partners.

# **Complaints**

If, after contacting your usual agent or customer services, a dispute should persist, you may make an appeal to the Customer Relations Board by writing to the following address:

AXA France - Direction Relations Clientèle - 2623 - Le Wilson 9 - 313, Terrasses de l'Arche – 92727 Nanterre Cedex.

Your case will be studied and a response sent to you as soon as possible.

If no solution is found, you may then appeal to the independent Mediator with jurisdiction for the AXA Group for judgement. Such an appeal may be made free of charge. The Customer Relations Board will then provide you with his/her address.

The Mediator will give a judgement within two months of receiving the full file. This opinion is not binding and you will still be fully entitled to bring the case before the competent Court if you wish.