



General Terms

GROUP TRAVEL

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SUBJECT - MATTER OF STANDARD TERMS AND CONDITIONS

The Group Travel policy is governed by these General Terms, the Special Terms and Conditions pertaining thereto and any relevant UK legislation and regulations.

Any reference to the singular will include the plural, and any reference to the masculine gender shall include the feminine, and vice versa, unless the context requires otherwise.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto or superseding legislation.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

The purpose of the policy is to provide the Insured with the insurance cover, benefits and services set out below within the scope of the Special Terms and Conditions.

- Accidental death
- Death or Total Permanent Disability following a cerebral vascular accident or heart attack (myocardial infarction)
- Accidental permanent disability
- Home/vehicle/workstation adaptation
- Accidental coma
- Medical expenses Abroad
- Medical expenses in the Home Country
- Emergency Dental Treatment
- Cosmetic Disfigurement
- Travel Incidents
- Cancellation of travel
- Loss, theft, damage to or destruction of Luggage and Professional Equipment
- Private Third-Party liability
- Advance of criminal bail and payment of lawyers' fees
- Travel eye web portal
- Security hotline

The purpose of these General Terms is to define the scope, terms and procedures for the implementation of the insurance cover and to provide all useful information for the duration of the policy.

1. PART I – PERSONAL ACCIDENT

ARTICLE 1 – In case of accidental death

The Insurer guarantees to the Beneficiary the payment of the basic benefit defined in the “Cover and Benefits” section of the Special Terms and Conditions, following the occurrence of an Accident leading to the death of the Insured immediately or within three years of that Accident.

Missing person clause

If the body of the Insured fails to be found following an airplane crash, shipwreck, destruction of a means of public transportation or disappearance of the means of public transportation used, and if no news has been received of the Insured, of the other passengers or of the crew members within the following two-year period, then it will be presumed that the Insured died during this event.

The benefit may be paid prior to expiry of the two-year period on presentation of a certificate of presumed death.

It is agreed that if, at any time whatsoever following payment to the Beneficiary(ies) of proceeds in settlement of a claim under this policy, it is found that the Insured is still alive, then all amounts paid by the Insurer in settlement of that claim shall be repaid to the Insurer by the Beneficiary(ies).

ARTICLE 2 – Death or Total Permanent Disability resulting from a cerebral vascular accident or heart attack (myocardial infarction)

In the event of the death or Total Permanent Disability of the Insured resulting from a cerebral vascular accident (including brain aneurysm, cerebral embolism and meningeal haemorrhage) or myocardial infarction (heart attack), the Insurer shall pay to the Beneficiary the benefit specified under the accidental death cover, subject to the cap set out in the “Cover and Benefits” section of the Special Terms and Conditions.

ARTICLE 3 – In the event of accidental permanent disability

The Insurer guarantees to the Insured the payment of the basic benefit defined in the “Cover and Benefits” section of the Special Terms and Conditions, following the occurrence of an Accident resulting in the partial or total disablement of the Insured.

In the event of permanent disability exceeding 66%, the full contractual compensation is paid.

The extent of disability is determined as soon as Consolidation of the Insured's condition occurs.

No total compensation shall be claimed prior to the final medical certification of the Insured's disability, i.e., prior to complete Consolidation.

For disabilities that are not listed in the applicable scale, the levels are set by comparing their severity with the disabilities listed in the scales.

The loss of limbs or organs that were already non-functional prior to the Accident shall not give rise to compensation.

Injuries to limbs or organs that were already disabled prior to the Accident shall be compensated solely as to the difference between the condition prior to and following the Accident.

The assessment of injuries to a limb or organ shall not be influenced by the prior disablement of another limb or organ.

If several limbs or organs are affected by the same Accident, the level of disability shall be aggregated, without exceeding 100%.

In the event of accidental death prior to Consolidation of the disability, only the benefit specified in the event of death shall be paid, less the amounts, if any, already paid in respect of the disability.

The general condition, age, capacities and professional qualifications and career change options of the Insured shall not be taken into account.

No aggregation of death and disability benefits shall take place where both arise: (i) from the same Accident; or (ii) following a cerebral vascular accident or heart attack (myocardial infarction).

ARTICLE 4 – Home/vehicle/workstation adaptation

Provision of an occupational therapist and a residential design expert.

In case of permanent disability of the Insured exceeding 25%, the Assistant shall appoint an occupational therapist and a residential design expert to provide advice on the adaptation of the Insured's physical environment in order to render it suitable for the Insured's requirements: home/vehicle/workstation adaptation and technological support.

The Assistant shall also provide the Insured with an information service, including information about the various organisations providing assistance in respect of the disability.

Repayment of expenditure on home/vehicle/workstation adaptation and technological support.

In the event of permanent disability of the Insured in excess of 25% requiring adaptation of the home, vehicle or workstation and technological support, the Insurer shall, on provision of supporting documentation, repay the expenses incurred by the Insured, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

ARTICLE 5 – Accidental coma

Whenever an Insured is a victim of an Accident, and where it is medically established that they remain in a Coma for more than 10 consecutive days, the Insurer shall pay the Insured, per day spent in Coma up to a period of 365 days, the amount of compensation specified in the "Cover and Benefits" section of the Special Terms and Conditions.

If the assessment of the Insured's state of unconsciousness by a Medical Authority in accordance with the Glasgow coma scale is less than or equal to 8, and if the Insured is in a state of Coma for an uninterrupted period of more than 60 days, the payment to the Insured as previously described shall then be substituted by a payment to the Beneficiary(ies), at the end of this period, of an additional benefit of 10% of the accidental death benefit, without however exceeding the maximum amount specified in the "Cover and Benefits" section of the Special Terms and Conditions.

Personal Accident section Cover exclusion

THE FOLLOWING ARE EXCLUDED FROM THE COVERS SPECIFIED ABOVE:

- **Accidents intentionally caused or triggered by the Insured.**
- **Illness.**
- **Accidents arising in the context of active participation by the Insured in crimes, Attacks, Terrorist Acts or acts of War.**
- **The practice or performance of a sport in a professional capacity.**
- **The exercise of an aerial sport in the capacity of pilot or crew member.**

PART II – HEALTH

ARTICLE 6 – Medical expenses Abroad

This cover is exclusively applicable Abroad.

This cover applies, in accordance with the “Cover and Benefits” section of the Special Terms and Conditions, in the event of Accident or Illness and covers the costs of consultation, as well as pharmaceutical, radiography, medical analysis expenses as well as all the costs arising from Hospitalisation.

All costs must be exclusively incurred on the advice of a Medical Authority holding the qualifications or authorisations required in the country where they practice.

Hospitalisation costs are covered by the Insurer. The costs are directly paid to the hospital by the Assistant without the Insured being required to make any advance payment.

Important: The Assistant must accept responsibility for payment of the costs before it is deemed liable to pay them on behalf of the Insurer.

Reimbursement of medical expenses excluding Hospitalisation takes place on the return of the Insured to their Home Country, upon presentation of all corresponding original supporting documentation and subject to any Relative Excess referred to in the “Cover and Benefits” section of the Special Terms and Conditions.

The cover for medical expenses also includes the reimbursement of the Insured, upon presentation of corresponding supporting documentation, for first aid expenses and/or emergency intervention costs charged to him.

The payment and/or reimbursement of all expenses shall occur in addition to reimbursements that may be granted to the Insured (or in lieu thereof) for the same medical expenses under a primary medical insurance policy and/or any other additional policy of the Insured (or in lieu thereof, if such policies do not exist), provided however that the Insured shall be precluded from recovering a total amount exceeding that of their actual disbursements.

With respect to Hospitalisation expenses, the Policyholder, the Insured or their Beneficiaries hereby undertake to carry out all appropriate procedures to obtain reimbursement of these expenses (whether totally or partially) under any primary medical insurance policy and/or any other additional policies taken out by the Insured, and to immediately repay to the Assistant any amount received by the Insured in that regard.

With respect to medical expenses excluding Hospitalisation, the Policyholder, the Insured or their Beneficiaries hereby undertake to carry out all appropriate procedures to obtain reimbursement of these expenses (whether totally or partially) under any primary medical insurance policy and/or any other additional policies taken out by the Insured.

The Insurer shall cover the additional expenses over and above those reimbursed under any primary medical insurance policy and/or any other additional policies taken out by the Insured.

ARTICLE 7 – Medical expenses in the Home Country

Within one month of the Insured’s return to their Home Country and up to the amounts stated in the “Cover and Benefits” section of the Special Terms and Conditions, the Insurer shall repay the medical expenses directly related to Hospitalisation that occurred during the Insured’s stay Abroad.

These reimbursements shall be made exclusively as a supplement to reimbursements that may be granted to the Insured in respect of the same medical expenses under any primary medical insurance policy and/or any other additional policy taken out by the Insured, where the Insured shall be precluded from recovering a total amount exceeding that of their actual disbursements.

All costs must be exclusively incurred on the advice of a Medical Authority holding the qualifications or authorisations required in the country where they practice.

MEDICAL COVER EXCLUSION:

- **Costs of optical prosthetic items (spectacles, contact lenses).**
- **Costs of functional and/or cosmetic prostheses following an illness.**
- **Costs of spa treatment and accommodation in a convalescent home.**
- **Rehabilitation costs.**
- **Expenses incurred if the Insured does not suffer from a Severe Medical Condition or if the treatment may reasonably be delayed until the Insured returns to their Home Country.**
- **Costs of treatment prescribed in the Insured's Home Country prior to their departure for travel.**
- **Costs incurred when the Insured travels against medical opinion.**

ARTICLE 8 – EMERGENCY DENTAL TREATMENT

Upon presentation of the corresponding supporting documentation, the Insurer shall reimburse the medical expenses incurred by the Insured during their trip for Emergency Dental Treatment, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

These reimbursements shall be made in the absence of or as a supplement to any reimbursements granted to the Insured for the same medical expenses under any primary medical insurance policy and/or any other additional policy of the Insured, where the Insured shall be precluded from recovering a total amount exceeding that of their actual disbursements.

All costs must be exclusively incurred on the advice of a Medical Authority holding the qualifications or authorisations required in the country where they practice.

ARTICLE 9 – Cosmetic Disfigurement

In the event of Cosmetic Disfigurement following an Accident resulting from an insured event, the Insurer will reimburse an amount in proportion with the assessment by a competent Medical Authority of the extent of disfigurement. No lump sum payment will be made until the injuries have consolidated, which must be confirmed in the form of a medical certificate describing the residual symptoms.

Cover Exclusion

COVER FOR COSMETIC DISFIGUREMENT SPECIFICALLY EXCLUDES:

- **Uninsured accidents.**
- **Illness.**
- **An Accident prior to the occurrence of an insured event.**

ARTICLE 10 – Psychological assistance to Family Members of the Insured and/or Persons Accompanying the Insured

In the event of the Insured's death, permanent disablement in excess of 25% or serious illness or in the event of an Assault, Attack or Terrorist Act of which the Insured is a victim, the Insurer shall, upon presentation of the corresponding

supporting documentation, reimburse the Insured's Family Members and/or the Persons Accompanying the Insured during the Insured Trip for the costs of consultations with a psychologist, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, irrespective of the number of individuals concerned.

ARTICLE 11 – Psychological assistance to the Insured

In the event that the Insured faces psychological issues whilst on an Insured Trip, the Insurer shall, upon presentation of the documentation evidencing the costs of consultations with a psychologist, reimburse him up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

PART III – ASSISTANCE, SAFETY AND SERVICES

The Insurer, acting through the Assistant, guarantees the payment for and/or implementation of any measures necessary for the provision of the cover and services set forth in the "Cover and Benefits" section of the Special Terms and Conditions, up to the amounts stated in the same section.

The Assistant's departments, available on a 24h/day basis, must be contacted prior to the organisation of any assistance.

Only the Assistant's medical department shall be empowered to make decisions as to repatriation, choice of transportation means and the location of Hospitalisation.

In any event, booking shall be made by the Assistant who reserves the right to use the transportation documents (tickets, etc.) initially provided for the Insured's travel.

ARTICLE 12 – Medical transportation

Where the Insured is injured or sick: following collection of the necessary information and following a decision to do so taken by its medical practitioners, the Assistant will implement the appropriate measures for the transportation of the Insured, under medical supervision if necessary, to the nearest medical or hospital service by any suitable means (light medical vehicle, ambulance, train, air ambulance or commercial airline).

The Assistant reserves the right to decide whether the Insured's medical condition is sufficiently severe to justify emergency medical transportation.

Furthermore, the Assistant reserves the right to decide on the location to which the Insured shall be transported and the means or methods of such transportation, in light of all current facts and circumstances known to the Assistant at the time of the event.

After emergency medical transportation, if their medical condition so permits, the sick or injured Insured shall be repatriated to their Home Country by normal commercial airlines.

ARTICLE 13 – Dispatch of a doctor on site

If so deemed necessary in light of the Insured's condition and the circumstances, the Assistant shall send him a doctor or Medical Team to better assess the measures to be taken and to organise the implementation thereof.

ARTICLE 14 – Repatriation of the Insured

When the Insured's condition permits a departure from the medical institution, the Assistant shall organise the repatriation of the Insured to their home and shall cover the cost thereof in the amount of actual expenses. The decision as to repatriation and the most appropriate means thereof is made by the Assistant.

ARTICLE 15 – Expenses of repatriation of deceased body and coffin

In the event of death of the Insured whilst Abroad, the Assistant shall arrange for transportation of the Insured's deceased body and coffin to their home or to the airport that is nearest to their place of burial. This service shall also apply to the transfer of an Insured's body that has been temporarily buried in accordance with local practices and requirements, to be re-buried or incinerated in the Insured's Home Country.
Coffin costs are borne in the amount of actual expenses.

The burial, embalming and funeral expenses are not borne by the Insurer, except where those are mandatory by virtue of local legislation.

ARTICLE 16 – Funeral expenses (ceremony, burial or cremation)

In the event of death of the Insured, the Insurer shall, on presentation of supporting documentation to the Assistant, repay to the Beneficiary the costs of the ceremony, burial or cremation incurred in connection with the Insured's funeral, up to the amounts specified in the "Cover and Benefits" section of the Special Terms and Conditions.

ARTICLE 17 – Assistance with formalities following death

In the event of death of the Insured, the Assistant shall provide an information service for the Insured's Family Members/Relatives with respect to the administrative procedures to be followed and putting them in contact with a specialist adviser.

ARTICLE 18 – Repatriation of Spouse and/or children

If the Insured is accompanied by their Spouse and/or their children and if they must be repatriated further to an Accident or Illness or in the event of death, the Assistant shall organise, and the Insurer shall cover the cost of, their return tickets in economy class by air or in first class by train, provided that the means initially provided for their return trip are no longer usable or cannot be changed.

ARTICLE 19 – Shipping of Insured's personal belongings in the event of repatriation

If an Insured is repatriated by the Assistant, the latter shall organise, and the Insurer shall cover the cost of, shipment of the personal belongings left behind by the Insured to their home.

ARTICLE 20 – Travel costs of replacement employee

In the event of death of the Insured or repatriation of the Insured carried out by the Assistant, the latter shall organise, and the Insurer shall cover the cost of, the return ticket in economy class by air or in first class by train, to enable any person designated by the Policyholder to replace the Insured.

ARTICLE 21 – Return of Insured to Trip location

If the Insured's return ticket has been used for their repatriation, the Assistant shall organise, and the Insurer shall cover the cost of, the Insured's return to the initial location of the Insured Trip, by purchasing return tickets in economy class by air or in first class by train.

ARTICLE 22 – Compassionate visits of the Insured in hospital or being accompanied during repatriation due to Illness, Accident or in the event of Insured's death

If the Insured is Hospitalised and if their condition does not warrant or prevents their repatriation, or if the Insured dies whilst Abroad, the Assistant shall organise, and the Insurer shall cover the cost of, hotel accommodation for the Insured's Family Members/Relatives as identified by the Insured (maximum 3 persons) and shall reimburse them, upon presentation of the corresponding supporting documentation, for their expenses incurred on site.

If there are no Family Members/Relatives on site, the Assistant shall organise, and the Insurer shall cover the cost of, for the Insured's Family Members/Relatives as identified by him (maximum 3 persons), return tickets in economy class by air or in first class by train, to allow them to visit the Insured or accompany their body.

The Assistant shall organise, and the Insurer shall cover the cost of, the hotel accommodation of these persons and the Insurer shall reimburse them, upon presentation of the original corresponding supporting documentation, for their expenses incurred on site.

All costs provided for under this cover are insured up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

ARTICLE 23 – Notification of Family Members in the event of Hospitalisation

If it is physically impossible for the Insured to communicate general information on their condition, and if they so request, the Assistant shall communicate such information at no cost through the fastest means of communication to the Insured's Family Members/Relatives as identified by him.

Information of a medical nature falling within the scope of professional secrecy shall be excluded from this benefit.

ARTICLE 24 – Early return of the Insured in the event of death or Hospitalisation of a Family Member

If the Insured is required to interrupt their trip or stay owing to the death or hospitalisation of a Family Member, the Assistant shall organise, and the Insurer shall cover the cost of, the return tickets in economy class by air or in first class by train, to travel to the location of Hospitalisation or place of burial.

ARTICLE 25 – Early return of the Insured in the event of Damage to their home

If the Insured must interrupt their trip or stay in the event of Damage, rendering their presence absolutely necessary for the implementation of protective measures and affecting more than 50% of their principal residence, the Assistant shall organise, and the Insurer shall cover the cost of, return tickets in economy class by air or in first class by train, to enable the Insured to travel to their principal residence.

ARTICLE 26 – Early return of Director

If an Insured Director must interrupt their trip or stay in the event of Damage to the premises housing the Insured Director's business, the Assistant shall organise, and the Insurer shall cover the cost of, return tickets in economy class by air or in first class by train, from the location of stay to the location of the business's damaged premises.

ARTICLE 27 – Early return in case of premature birth of a Dependant Child

If the Insured has to return from an Insured Trip due to their Spouse going into early labour, at the decision of the obstetrician and for strictly and solely medical reasons, the Assistant shall arrange, and the Insurer shall pay for, a plane ticket (economy class) or train ticket (first class) to allow the Insured to return Home.

The premature labour must be confirmed by a medical practitioner as a serious medical condition and must occur before the seventh week prior to the due date.

If, in order to avoid endangering the mother and/or child, the obstetrician decides to induce labour before the Insured can return, the Assistant shall, subject to being able to access and send the medical information and to laws governing medical secrecy, keep the Insured informed of the condition of their Spouse and child.

ARTICLE 28 – In situ costs in the event of impossibility to leave the country

In the event of impossibility to leave the country where the Insured is staying, due to Riots or Civil Commotion, pandemic or Epidemic outbreaks, Natural Disaster or nuclear disaster, entailing the cancellation of flights, the shutdown of airports or the imposition of quarantine control on the Insured, the Assistant shall organise, and the Insurer shall cover the Insured's in situ costs at a hotel (accommodation and board expenses) for a maximum period of 15 consecutive days up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

ARTICLE 29 – Costs of extension of stay of the Insured further to Accident or Illness

If the Insured's state of health does not require their Hospitalisation and if the Assistant cannot perform their repatriation and if the scheduled duration of their trip has been exceeded, the Insurer shall cover the costs of extending their stay, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

ARTICLE 30 - Dispatch of indispensable medication unavailable locally

In the event that indispensable medication or its equivalent, prescribed prior to departure by the consulting medical practitioner of the Home Country, is impossible to obtain locally, the Assistant shall search for the same.

If such medication is available, it will be dispatched as soon as possible subject to local statutory constraints and the availability of transportation.

This cover applies to occasional requests. **It shall not in any event be granted in connection with long-term treatment that would require regular dispatches or with a vaccination request.**

The cost of the medication shall be borne by the Insured.

In any event, the Policyholder hereby undertakes to reimburse the Assistant for all amounts paid, either by bank transfer or cheque within 30 days of the date of dispatch.

ARTICLE 31 – Childcare for children aged under 16 years

The cover applies in the event of the Insured's Hospitalisation during an Insured Trip .

If the Insured's Spouse joins the Insured at their side and if the children remaining at the Insured's home are unable to take care of themselves or cannot be looked after by a trusted person, the Assistant shall organise, and the Insurer shall cover the cost of, the following services :

- Care of the children at the Insured's home, subject to local availability and for 2 days during a period of 10 hours per day.
The costs covered shall be capped for the entire service at the amount stated in the "Cover and Benefits" section of the Special Terms and Conditions.

or

- The provision, for a person identified by the Insured and residing in the UK, of a return ticket in economy class by air or in first class by train, to allow that person to travel to the Insured's home to look after the children.

The above services are not cumulative.

ARTICLE 32 – Limitation of Assistant's intervention

The Assistant's intervention shall be limited according to the authorisations granted by local authorities. The Assistant shall under no circumstances replace local emergency organisations or bodies or bear the costs thereof.

The Assistant shall not be held liable for any non-performance or delay in the performance of its obligations by reason of a force majeure event or events such as civil or foreign War, revolution, Civil Commotion, Riot, strike, seizure or confiscation by public authorities, official prohibition, piracy, explosion of devices, nuclear or radioactive fallout or adverse weather conditions.

The Assistant shall not be required to intervene where the Insured has deliberately committed breaches of the legislation in force in the countries of transit or in which they are temporarily residing.

IMPORTANT: Within the framework of the cover described below, the Assistant provides only services and is acting at all times on behalf of the Insurer when providing such services for the benefit of the Policyholder and/or the Insured.

ARTICLE 33 – Cancellation-postponement of meeting

In the event of an Accident or Illness precluding the Insured from attending their professional appointment(s), the Assistant shall notify the relevant person(s).

On the Insured's or Policyholder's express request, the Assistant shall carry out any cancellation or postponement of those appointment(s).

ARTICLE 34 – Dispatch of forgotten documents or duplicates of lost documents

In the event of theft, loss or accidental destruction of documents or forgotten documents that are indispensable to the Insured, the Assistant shall take steps to ensure the dispatch or transmission of the requisite duplicates. The costs of dispatch shall be borne by the Policyholder.

ARTICLE 35 – Search for local service providers

In the event of default on the part of local service providers (accompanying guides, secretaries, etc.) whose services were reserved and confirmed prior to the Insured's departure, the Assistant shall be responsible for finding replacement service providers insofar as these are available. The Assistant shall only assume a best endeavours obligation, as opposed to an obligation to achieve a stated result.

The fees of these service providers shall in any event be borne by the Policyholder.

ARTICLE 36 – Transmission of messages

In the event of total impossibility, lying outside the Policyholder's or the Insured's control, to transmit an urgent message, the Assistant shall implement all necessary measures for the timely dispatch of information to the relevant persons.

ARTICLE 37 – Information assistance

Visa information service

The Assistant shall assist the Insured upon request, by providing information regarding visa requirements for foreign countries.

Vaccination information service

The Assistant shall assist the Insured upon request, by providing information regarding vaccination requirements in foreign countries.

Medical advice by telephone

The Assistant shall provide medical advice by telephone to the Insured in respect of destination countries. That advice must not be interpreted as a diagnosis.

ARTICLE 38 – Language assistance

If, during Hospitalisation Abroad, the Insured requires language assistance, the Assistant shall provide translation services by telephone using its worldwide network available 24/7.

The Assistant may also appoint a local interpreter to assist it.

The Assistant shall not provide any written translation and does not cover the payment of costs and fees charged by the service providers engaged.

ARTICLE 39 – Search and rescue costs

The Insurer shall, in the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, reimburse the costs of search and rescue at sea, on land, in mountains and in forests, as incurred by the local authorities and as paid by the Insured or the Policyholder.

Reimbursement shall only take place on presentation of the invoice issued by the local authorities for the search and rescue costs and details of the expenses incurred.

ARTICLE 40 – Evacuation for health or political reasons

The Insurer shall, upon presentation of the corresponding supporting documentation, and up to the amounts stated in the “Cover and Benefits” section of the Special Terms and Conditions, reimburse the Policyholder for the costs of evacuating the Insured directly and exclusively incurred, solely in the following cases:

- Where the Insured is expelled or declared persona non grata by the authorities of the official government of the state in which the Insured is staying.
- In connection with the transfer of the Insured to a secure location outside the location of the Insured's stay.
- On the occurrence of political or military events involving the state in which the Insured is staying.
- Where a Natural Disaster occurs in the location where the Insured is staying.
- Where a nuclear disaster occurs within a radius of 100 km of the Insured's place of stay.
- Where an Epidemic outbreak is declared and characterised as such by the World Health Organisation, and where the same is localised within a radius of 100 km of the Insured's place of stay.
- The seizure, confiscation, compulsory acquisition of the assets, facilities or equipment of the Policyholder or Insured.

These evacuations must be decided and approved jointly by the Policyholder and a crisis management specialist consultant, in particular where the relevant authorities of the Policyholder's Home Country formally advise against travelling to the country in which the Insured wishes to travel or recommend evacuation from the country in which the Insured is staying.

If the crisis management specialist consultant:

- Is a company approved beforehand by the Insurer under the policy, the Insurer directly covers the costs of evacuation subject to the aforementioned limitations.
- Is not a company approved beforehand by the Insurer under the policy, the Insurer shall reimburse the evacuation costs incurred by the Policyholder subject to the aforementioned limitations and upon presentation of the corresponding supporting documentation.

The costs of evacuation incurred under this cover may be aggregated with the costs of repatriation and/or Hospitalisation covered by the Assistant under the personal assistance and/or medical costs Abroad cover.

ARTICLE 41 – Hotel accommodation

In case of evacuation due to health or political reason, if The Insured is evacuated in another country before being evacuated to his country of residence, The Insured will pay for its accommodation up to the amount specified in the Terms and Conditions.

ARTICLE 42 – Kidnap and Ransom

This benefit applies exclusively when the Insured is on an Insured Trip Abroad. For Trips of more than 90 consecutive days in the same country, this benefit will cease automatically upon expiry of the 91st day of the Trip in that country.

In case of Kidnapping of an Insured during an Insured Trip Abroad, the Insurer shall reimburse the Policyholder for the following incurred expenses, up to a maximum of 350,000 euros per claim, regardless of the number of Insureds concerned:

- Crisis management by a designated crisis management consultant provided by the Insurer accessible on the number set out below (the Crisis Management Consultant).
- The reward paid to a person who provides information that the Policyholder cannot otherwise obtain, and which leads to the arrest and conviction of any person responsible for the Kidnapping.
- Expenses reasonably incurred to obtain legal or medical advice subject to the prior written consent of the Assistant.
- The gross monthly salary, including charges, that the Policyholder continues to pay to the Insured during the Kidnapping period, as long as the Insured is still alive, until their release and for up to a maximum of six (6) consecutive months.
- The ransom payment.
- The cost of repatriation of the Insured to their Home Country by plane (economy class) or 1st class train.
- In case the incurred expenses referred to above and subject to the benefit are paid by the Policyholder in a foreign currency, the sums due from the Insurer will be denominated in Euro, according to the exchange rates published by the European Central Bank on the date the Insurer's payment is made.

To qualify for this benefit:

When an insured event has occurred or is likely to have occurred, the Policyholder must:

- Notify the Assistant or the Crisis Management Consultant as soon as possible on the emergency number, provided in the Special Terms and Conditions of the contract;
- Provide all the required information as soon as possible;
- Inform or authorise the Crisis Management Consultant (or where another independent crisis management consultant has already been agreed upon with the prior written consent of the Insurer, such consultant), to inform the appropriate law enforcement authorities in the country where the insured event has occurred or has probably occurred, of the insured event, including any request for Ransom, as soon as possible but taking into account the personal safety of the victim; and
- Before accepting the payment of any Ransom, make every reasonable effort to:
 - Determine whether the insured event actually occurred and is not a hoax; and
 - Ensure that the Insured accepts, via an agent or representative, the payment of the Ransom.

If the Policyholder fails to meet their obligations above, then this policy will not give any benefit and no indemnity or other amount will be payable in connection with the insured event.

Cover exclusions

- **Any exposure in the following countries: Afghanistan, Republic of Central Africa, Democratic Republic of Congo, Irak, Libya, Mexico, Nigeria, Pakistan, Somalia, South Soudan, Soudan, Syria, Venezuela, Yemen, Iran, are excluded from the reinsurance coverage.**
- **Regarding Mali, Niger and Burkina Faso, only the gross monthly salary, including charges will be covered, other guarantees remain excluded.**
- **Ransom lost or diverted before actually being handed over to kidnappers.**
- **Expenses incurred as a result of any child Kidnapping committed by their parents or bodyguard.**
- **Expenses incurred as a result of any Kidnapping carried out with the participation or consent of the Insured, or any person holding the ransom money.**

PART IV – TRAVEL

ARTICLE 43 – Loss, theft, damage to or destruction of Luggage

Subject-matter of cover

The losses or damage to Luggage or Professional Equipment, arising from the following are covered:

- Loss, damage or destruction leading to the filing of a complaint or declaration of loss with the local authorities or relevant carriers.
- Theft leading to the filing of a complaint with the relevant local authorities in particular, theft committed by breaking-and-entering or Assault.

Scope of cover

This cover shall be applicable throughout the duration of the Insured's Trip, on a worldwide basis.

Amount of cover

Up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

Cover exclusions

THE FOLLOWING ARE EXPRESSLY EXCLUDED FROM THE SCOPE OF COVER:

- Dental, optical or other prosthetic items, cash, Identity Documents, commercial or marketing documents, administrative documents, traveller's cheques, credit cards, air tickets, transport tickets and "vouchers".
- Damage caused by ordinary wear and tear, dilapidation, inherent defect of luggage. Deterioration caused by mites or vermin or by a cleaning process, repair or restoration, improper handling of the luggage attributable to the Insured.
- Damage arising from confiscation, seizure or destruction by order of an administrative authority.
- Keys and any other similar object (example: magnetic cards or badges).

Digital equipment exclusions

BESIDES THE ABOVE EXCLUSIONS, NO COMPENSATION SHALL BE PAID FOR:

- Costs of reinstatement of media.
- Additional operational costs.
- Damage covered by the builder's warranty.
- Replacement costs of computer software and applications.

Determination of compensation (excluding computer hardware)

- In the first year following the purchase, reimbursement shall be calculated at 75% of the purchase price.
- As of the second year following the purchase, reimbursement shall be reduced by 10% per annum.

Calculation of compensation for computer hardware

The compensation shall be calculated:

- In the event of partial damage: to the extent of the necessary repair costs, without exceeding the full replacement value as at the date of the Incident, less the estimated dilapidation based on the expert report and the salvage value.
- In the event of total loss or destruction: to the extent of the full replacement value as at the date of the Incident, less the estimated dilapidation based on the expert report and the salvage value.
- In any event, the Insured must provide the equipment purchase invoices (initial and replacement invoices).

Dilapidation of computer hardware

- 10% per annum during the first five years.
- 20% per annum over the following years.

Secondary recourse only

If the airline is liable for the deterioration, theft or total or partial destruction of the Insured's Luggage, the Insurer's cover shall apply after exhaustion of and exclusively in addition to the compensation that the carrier must pay, without exceeding the initial value.

ARTICLE 44 – Cover for Assault

Theft or loss of Insured Cards, Keys or Identity Documents with or without Assault

The Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, for their expenses for the replacement of Insured Keys and/or Identity Documents as well as their expenses incurred for the cancelling of the Insured Cards in the event of a theft reported via a complaint filed with the relevant local authorities, or of a loss leading to a declaration of loss with the relevant local authorities.

Damage to Insured's personal belongings resulting from the Assault

The Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, for the Insured's personal belongings (clothes, Luggage, bags) worn/carried by him at the time of the Assault that is reported via a complaint filed with the relevant local authorities.

Theft of cellphones, smartphones and tablets with Assault

The Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured up to the amount mentioned in the "Cover and Benefits" section of the Special Terms and Conditions per event, if any cellphone, smartphone or tablet is stolen following an Assault.

Dilapidation:

- 20% during the first year (starting on the day of purchase).
- 40% during the second year.
- No reimbursement after the second year.

In any event, the Insured must provide the equipment's purchase receipt (initial or replacement).

Theft of withdrawn cash with Assault

The Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, for the cash (bank coins and notes) that the Insured withdraws using an Insured Card at bank branches or from automatic teller machines:

- Where, during an Insured Trip, the Insured is the victim of an Assault reported via a complaint filed with the relevant local authorities, whereby they were forced to withdraw the cash.
- Where the cash is stolen from him during an Insured Trip within 48 hours following the withdrawal, in an Assault reported via a complaint filed with the relevant local authorities.

Fraudulent use of SIM Card by a Third Party in the event of theft by Assault

Following theft by Assault, reported via a complaint filed with the relevant local authorities, of the Insured's mobile telephone during the course of an Insured Trip, the Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, for the cost of the communications fraudulently made by a Third Party, insofar as these fraudulent communications have been made prior to the logging of the SIM Card suspension request filed by the Insured and within 48 (forty-eight) hours following the date and time of the theft.

ARTICLE 45 – Delays, cancellation or non-admission on board

The Insurer shall, on presentation of the corresponding supporting documentation, reimburse the Insured for restaurant, beverage, hotel, round trip to and from the airport, terminal or station expenses that they may have incurred, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, in the following cases:

- Delay of at least 4 hours with respect to the initial scheduled time of departure or to the initial scheduled time of arrival.
- Cancellation of a scheduled airline flight or scheduled departure of a rail or maritime company whose timetables are published.
- If the Insured is not admitted on board due to a lack of seats and where no alternative means of transportation is provided to him within 4 hours.

Cover exclusions

COVER SHALL NOT APPLY IN THE FOLLOWING CASES:

- **The Insured failed to check in for their flight prior thereto unless prevented from doing so due to a strike or force majeure event.**
- **The delay is caused by a strike or risk of War of which the Insured was aware prior to their departure.**
- **The temporary or permanent grounding of an aircraft ordered either by the civil aviation authorities or by the airport authorities or similar authority of any country.**

ARTICLE 46 – Missed connection

If the Insured misses the departure of a connection being a scheduled airline flight or scheduled departure of a rail or maritime company whose timetables are published, due to the late arrival of the confirmed scheduled flight on which they were travelling in order to reach the location of the connection, and where no alternative means of transportation is provided within 6 hours following the actual arrival at the location of the connection, the Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured for the restaurant, beverage, hotel or transportation expenses that they may have incurred up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

ARTICLE 47 – Delayed delivery of Luggage

If the Insured's registered Luggage is not delivered to him within 24 hours after their arrival at the destination of their scheduled flight aboard an airline whose timetables are published, the Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured for the costs of basic necessities that they may have incurred, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions, whether the flight in question is the departure flight, the connecting flight or the arrival flight.

ARTICLE 48 – En-route change of destination

If during the trip, the means of transportation the Insured is travelling on changes its initially scheduled destination as a consequence of hijacking, Terrorist Act, Natural Disaster or nuclear disaster, the Insurer shall, upon presentation of the corresponding supporting documentation, reimburse the Insured for the costs of basic necessities that they may have incurred, up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

ARTICLE 49 – Advance of funds in the event of loss or theft of payment means

In the event of loss or theft of payment means (bank cards, cheque book, traveller's cheques, etc.) of the Insured while Abroad, or loss of their Identity Documents and or transport ticket, the Assistant shall, on condition that the Policyholder reimburses the Assistant, provide funds up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

The Policyholder undertakes to reimburse the amount advanced within ten days after the Insured's return.

ARTICLE 50 – Assistance with passports/Identity Documents

In the event of loss or theft of Identity Documents, the Assistant shall provide the Insured with telephone information 24 hours a day and 7 days a week on the following:

- Procedure for cancellation or communication of telephone number to call in order to request cancellation of the various Insured Cards.
- Declarations of loss or theft (location of the authority where the declarations are to be made).
- Assistance in connection with renewal of documents (where to go, documents to be provided, addresses, waiting period, etc.).

The information provided is of a documentary nature and the Assistant shall under no circumstances incur any liability in case of inaccurate interpretation of the information transmitted.

ARTICLE 51 – Cancelling or changing a scheduled trip

The cover provides for reimbursement of the costs of cancelling or changing stay and transport arrangements, up to the amounts stated in the “Cover and Benefits” section of the Special Terms and Conditions.

The compensation borne by the Insurer is limited solely to the costs of cancellation owed on the date of occurrence of the event triggering application of the cover, subject to deduction of port and airport taxes, insurance premiums and administrative filing expenses (withheld by the various entities involved in the organization of the trip).

The cover shall solely apply in the following cases:

- **Serious Bodily Injury following an Accident, serious Illness (including relapse, aggravation of a chronic or pre-existing Illness and the consequences or after-effects of an Accident that occurred before this policy was taken out) or death or Hospitalisation of the Insured or a member of their family, irrespective of their Home Country.**
- **Side effects of or intolerance to mandatory vaccinations for the trip.**
- **Court summons served on the Insured.**
- **Replacement of a Group leader:**
The cover provide the Beneficiary up to £5,000 for any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which they have paid or are contracted to pay together with any reasonable additional travel expenses incurred by the whole group following the necessary and unavoidable cancellation of the whole group booking as agreed by Us, after this insurance was bought and before the Trip starts through the inability of the group to travel due to the death, Bodily Injury or illness of the Group Leader. Provided that such Group Leader cannot reasonably be replaced and that any such cancellation of the whole group booking is agreed by Us prior to cancellation with the tour operator.
- **Redundancy (which qualifies for payment under the current Insured Home Country redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant) of The Insured or a parent of The Insured aged under 18 years of age or any person with whom The Insured is traveling or have arrange to travel with.**

ARTICLE 52 – Cancellation in case of Terrorism, War or Natural Disaster

Cover provided for cancellation or rebooking of the trip if this is necessary and unavoidable as a result of an act of Terrorism, War or a Natural Disaster (as recognized by the government in the Home Country) occurring within 30kms of the Insured's destination within 30 days of their scheduled arrival; or if part of the pre-planned trip necessitates travel (non air travel) through the resort, town or city that has experienced Terrorism within 30 days of the Insured's scheduled arrival.

Cover exclusion

Any act not declared as an act of Terrorism, any not declared as an act of War or Natural Disaster by the Home Country. This insurance policy is a secondary insurance. If the Insured has any other insurance, the Insured must claim on the first insurance policy, indemnity, warranty or any other source for any claim up to the policy limit. Once this has been reached, this insurance cover will become available. The Insurer will not cover any costs where there is another insurance policy, indemnity, warranty, or health insurer or any other source covering the same loss, damage or expense. The Insurer will not cover claims where the Insured delays or fails to notify the travel agent, tour operator or provider of transport accommodation; at the time it is found necessary to cancel the trip. The Insurer's liability shall be restricted to the cancellation charges that would have applied had failure or delay not occurred.

ARTICLE 53 – Winter Sports

SKI EQUIPMENT

Up to the amount shown in the Benefit table for the accidental loss of, theft of or damage to your own ski equipment or hired ski equipment. The maximum we will pay for any one article, pair or set of articles is shown in the Benefit Table. Hired ski equipment is limited to your liability as specified in the hire agreement.

The amount payable will be the value at time of purchase less a deduction for wear and tear based on the age of the property as shown in the table below, (or if the item can be repaired economically we will pay the cost of repair only).

Ski equipment up to 1 year old	90% of purchase price
Ski equipment up to 2 years old	70% of purchase price
Ski equipment up to 3 years old	50% of purchase price
Ski equipment up to 4 years old	30% of purchase price
Ski equipment up to 5 years old	20% of purchase price
Ski equipment over 5 years old	No payment
Where there are no receipts	No payment

SKI EQUIPMENT HIRE

We will pay you up to the amount shown in the Benefit table for the reasonable cost of hiring replacement ski equipment as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of your own ski equipment.

Cover Exclusions

- **The excess as shown in the Benefit table per covered person for each and every claim.**
- **Anything listed in WHAT IS NOT COVERED under BAGGAGE AND PERSONAL MONEY AND TRAVEL DOCUMENTS.**
- **Any claim where you do not provide original receipts.**
- **Any claims occurring when travelling in your country of residence**

SKI PACK

The Insurer will pay the Insured up to the amount shown in the Benefit Table for the unused portion of the Insured ski pack that The Insured is contracted to pay before the incident occurred, following its bodily injury or illness. Partial unused days will not be considered.

Cover Exclusions

- **The excess as shown in the Benefit table per covered person for each and every claim.**
- **Any claim arising from pre-existing medical conditions.**
- **Claims where you do not provide written confirmation from a medical practitioner that such bodily injury or illness prevented you from using your ski pack.**
- **Claims where you do not provide confirmation that no refund is available for the unused ski pack elements.**
- **Any claims occurring when travelling in your country of residence.**

PISTE CLOSURE

If The Insured is prevented from skiing (excluding cross country skiing) at the pre-booked resort for more than 24 consecutive hours, due to insufficient snow or unexpected adverse weather causing a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers), The Insurer will pay The Insured up to the amount shown in the Benefit Table for the cost of transport and lift pass charges for travel to and from an alternative site.

If no alternative sites are available, The Insurer will pay The Insured a cash benefit up to the amount shown in the Benefit table.

Cover Exclusions

- **The excess as shown in the Benefit table per covered person for each and every claim.**
- **Trips to resorts outside their published ski season.**
- **Trips where you have not pre-booked at least one nights' accommodation.**
- **Claims when closure of a lift system occurs after the pre-booked period of your trip.**
- **Claims where you have not obtained a written confirmation from the resort management of the piste conditions confirming the closure of the facilities, the reason for closure and the dates applicable.**
- **Any claims occurring when travelling in your country of residence.**
- **Any costs where transport, compensation or alternative skiing facilities are provided to you.**

AVALANCHE OR LANDSLIDE CLOSURE WHAT IS COVERED

If access to and from the ski resort is blocked or scheduled public transport services are cancelled following avalanches or landslides we will pay up to the amount as shown in the Benefit table for reasonable extra accommodation and travel expenses.

Please refer to MAKING A CLAIM for the documents you would need to provide.

Cover Exclusions

- **The excess as shown in the Benefit table per covered person for each and every claim.**
- **Trips to resorts outside their published ski season.**
- **Trips where you have not pre-booked at least one nights' accommodation.**
- **Claims when avalanches or landslides occur after the pre-booked period of The Insured trip.**
Claims where The Insured has not obtained written confirmation from the resort management of the piste conditions confirming the closure of facilities and the dates applicable.
- **Any claims occurring when travelling in your country of residence.**

ARTICLE 54 – Private Third-Party liability

The cover applies on the occurrence of a Triggering Event.

Scope of cover

The purpose of this cover is to insure against the financial consequences of the Insured's Third-Party liability incurred by him pursuant to legislation in force or applicable case law by reason of Bodily Injury and/or Property Damage and/or Consequential Losses resulting therefrom caused to Third Parties, during travel.

Operation of cover

The cover that is the subject-matter of this policy is triggered by the occurrence of the Triggering Event and insures the Insured against the financial consequences of Incidents, where the Triggering Event occurs between the initial effective date of the cover and its date of termination or of expiry, irrespective of the date of occurrence of the other components of the Incident.

Amount of cover

Up to the amounts stated in the "Cover and Benefits" section of the Special Terms and Conditions.

If a policy covering the Insured's Third-Party liability has been taken out prior to this policy, the cover under this policy applies once the cover under that earlier policy has been exhausted.

This amount shall constitute a cap on the Insurer's liability in respect of all losses stemming from a given Triggering Event, irrespective of the number of victims. In the event that the losses arise over more than one Insurance Year, the losses shall be connected to the Insurance Year during which the first loss became apparent.

This amount shall constitute a cap on the Insurer's commitments for all Incidents relating to a given Insurance Year, it being specified:

- **That the amounts of cover thus specified shall comprise the costs and fees of inquiry, investigation, expert assessment, lawyers' fees and the costs of legal proceedings, and shall be reduced and finally exhausted by any amicable or court-ordered settlement of compensation or of costs and fees.**
- **That in the event of exhaustion of the cover amount per Insurance Year prior to expiry of the Insurance Year, the cover under this policy may only be reinstated for losses arising after the parties have agreed this matter and the additional premium arising therefrom in writing.**
- **That the amount of cover per Insurance Year shall be automatically and fully reinstated on the first day of each Insurance Year.**
- **And that notwithstanding these provisions, the parties shall not forfeit their right of termination pursuant to the law governing the policy.**

Territorial scope

- **Outside home country**

Persons who may be indemnified

Where the Insured incurs liability in accordance with the terms and conditions of this liability insurance, the Insured is covered in respect of whosoever issues proceedings against him, without excluding any category of persons.

In particular, any action brought by an Insured against another Insured shall be covered.

Cover exclusions

THE FOLLOWING ARE EXCLUDED FROM COVER:

- Losses subject to liability arising out of the Insured's profession, trade or business.
- Damage caused by fire, explosion or water damage occurring in the buildings or premises of which the Insured is the owner, tenant or occupier in any capacity whatsoever.
- Actions brought by tenants.
- The consequences of individual commitments (such as a warranty, damages clause, financial indemnity) insofar as the obligations arising from these commitments exceed those incumbent on the Insured pursuant to statutory provisions governing third-party liability.
- Losses suffered by the Insured, their Spouse, ascendants, descendants or any of their dependants for whom they are vicariously liable.
- Losses arising in connection with the civil liability on school premises of the Insured's children.
- Losses suffered by the Policyholder's agents or employees in the performance of their duties.
- Damage caused by non-domestic animals.
- The organisation (including on a charitable basis) of a party or public gathering.
- Fines and penalties.
- Hunting and aerial sports.
- Damage arising in connection with the use of land motor vehicles, aircraft, registered water vessels, whether sail or motor driven, of which the Insured is the owner, user or custodian.
- Damage to any vehicles, animals, immovable property, things or substances of which the Insured or the persons for whom they are vicariously liable are owners or that they hold in bailment, by hire, in custody, by way of a loan, or which are entrusted to them for any other reason.
- Damage intentionally caused or triggered by the Insured.
- Damage arising from the Insured's participation in gambling of any nature (except sports competitions in which the Insured takes part), brawls (except instances of self-defence), duels, crimes.
- Damage arising in connection with the practice of a sport as a professional.
- Any person having intentionally caused or provoked an Incident.
- Court-ordered compensation having the nature of a penalty, usually known as "punitive" or "exemplary damages".

Conduct of legal proceedings

With respect to losses included within the scope of the Third-Party liability cover and to the extent of the same, the Insurer shall have sole conduct of legal proceedings brought against the Insured and shall be free to bring separate legal proceedings for contribution and/or recovery and/or an appeal as it deems necessary.

The Insurer shall bear the costs and fees of inquiry, investigation, expert assessment, lawyers' fees and the costs of the legal proceedings. These costs and fees shall be deducted from the amount of applicable cover.

The Insurer's assumption of responsibility for the conduct of the Insured's defence shall not constitute a waiver by the Insurer of the right to rely on any cover exclusion of which it may not have been aware at the time when it undertook the conduct of such defence.

In the event of criminal proceedings where civil liability is or will be sought within the framework of such proceedings or any other subsequent proceedings, the Insured hereby undertakes to join the Insurer in the defence thereof, without this action entailing any variation in the scope of the cover afforded under this policy.

The Insured shall not interfere with the conduct of the legal proceedings where the subject-matter thereof falls within the scope of this Third-Party liability cover. The Insurer shall be under no obligation to pay the claim if this condition is not complied with.

ARTICLE 55 – Advance of criminal bail

If, during an Insured Trip Abroad, Expatriation or Secondment, the Insured is imprisoned or threatened with imprisonment and where they are compelled by the authorities to pay criminal bail, the Insurer shall pay the said amount as an advance, up to the amounts stated in the “Cover and Benefits” section of the Special Terms and Conditions.

The Insurer grants to the Policyholder a period of three months as of the date of the advance to repay the said amount to the Assistant.

If this bail amount is repaid prior to expiry of this period by the authorities of the relevant country, it must be immediately forwarded to the Assistant.

If an Insured summoned before a court fails to attend the hearing, the Insurer shall be entitled to immediately demand repayment of the bail amount forfeited by the Insured due to their failure to attend.

Legal proceedings may be issued if the bail amount is not repaid to the Assistant within the period specified above.

ARTICLE 56 – Payment of lawyers’ fee

If during the course of an Insured Trip Abroad, Expatriation or Secondment, the Insured is imprisoned or threatened with imprisonment, the Insurer shall pay the fees of the legal advisers that the Insured may engage, up to the amounts stated in the “Cover and Benefits” section of the Special Terms and Conditions.

ARTICLE 57 – TRAVEL EYE

The Insurer provides to the Policyholder a mobility risk management platform with TRAVEL EYE, in order to support companies and organizations globally in the area of mobility risk management with preventive as well as reactive measures. TRAVEL EYE enables the Policyholder to observe relevant risks and incidents worldwide and specifically in relation to its own assets (travelling personnel, locations, places of interest).

Organisation of TRAVEL EYE

As an "End to End Mobility Risk Management Platform", TRAVEL EYE is organised in the following components:

a) Global Events

TRAVEL EYE tracks a large number of different sources of information and identifies events worldwide with possible effects on assets which are relevant for the Policyholder. These events are made available in the platform under "Global Events". Sources of information are press agencies, online media, social media, but also parties that directly provide information. The collected and systematically identified events are checked by experts with regard to credibility before they are provided to the Policyholder as event reports. Collection of all incidents worldwide cannot be guaranteed.

b) Country Risks and Risk Mapping

TRAVEL EYE provides under "Country Risks" risk profiles for countries and cities with various assessment functions and corresponding recommendations for action.

c) Travel Monitor

TRAVEL EYE offers to the Policyholder the ability to collate events, risk layers and locations of travelling individuals with different options for visualization and necessary settings for establishing the implementation of preventive and reactive risk management.

d) Location Data Integration

TRAVEL EYE offers users the ability to create travel profiles to be tracked on the platform by means of calendar entries and/or through passenger data obtained from travel agencies.

e) Alerting

Based on the settings in "Travel Monitor" and the settings made by the Policyholder, TRAVEL EYE automatically informs the Policyholder's impacted personnel about potential threats and initiates the corresponding communications processes as needed. The alerting simultaneously includes different user groups (e.g. multiple travelling persons, Policyholder's responsible personnel) through various communication channels (e.g. email, SMS, telephone). The alerts are made on the basis of the parameters set in in the Travel Monitor by the Policyholder through its responsible personnel or users.

The alerting is fully automatic for the selected communication channels preset by the Policyholder.

TRAVEL EYE will send the information required for the alert through the communication channels which the Policyholder has chosen, but TRAVEL EYE does not monitor the delivery of this information and receipt by the respective user. The Policyholder and the respective user are responsible for ensuring that the alerts are received and processed in a timely manner.

f) Medway

-Our medical network search functionality helps to easily orientate clients to the best healthcare providers belonging to AXA Partners International Network.

-The multi criteria search provides information that allow clients to save time by short-listing & geo-localizing, on a responsive map, the most relevant providers according to their needs.

-Worldwide medical providers search through 9 medical provider categories and 62 specialities

ARTICLE 58 – Security hotline

24/7 TELEPHONE INFORMATION SERVICE

The Assistant shall provide the Policyholder with a 24/7 telephone information service covering the areas of security, safety, country analysis, climate and special risks.

The Policyholder shall provide the Assistant with the details of managers within its organisation to be contacted in the event of a crisis: name, landline/mobile telephone number and email address.

PART V – HOW TO FILE A CLAIM

ARTICLE 59 – Filing a claim with assistance

The Assistant's offices and agents shall be available 24/7 and must be contacted prior to the organisation of any assistance, failing which the Insurer shall be under no obligation to provide a benefit in respect of that claim.

ARTICLE 60 – Filing a claim without assistance

The Policyholder, the Insured, its authorised representative or the Beneficiaries shall declare any Incidents to the Insurer within 30 business days following the date on which the Incident becomes known, unless prevented by unforeseeable or force majeure events.

If any Insured makes a fraudulent claim, for example, providing false information or using false or tampered documents, the Insurer shall not be liable to pay that Insured's claim and all of the Insurer's other rights and remedies under applicable law shall apply. The Insurer acknowledges that the exercise of any of its legal rights in such circumstances shall not affect the cover provided under this contract to any other Insured who has not acted fraudulently.

Assistant telephone number:

+44 2034 753266

ARTICLE 61 – Claim documentation

The declaration shall include

- The number of this policy.
- A written statement detailing the circumstances in which the Incident occurred, and the names of witnesses, if any.
- The identity of the local authority having drawn up, where applicable, minutes or any other report setting out the circumstances in which the Incident occurred.

Furthermore, the Insurer or the Assistant may request all additional original documents that may be required for the processing and conduct of investigations, including those listed below.

Death

- The first medical report witnessing the death of the Insured and stating the precise cause of death.
- The notice of death.
- The statutory documents (deed setting out the identity of the heirs or certificate of inheritance) establishing the capacity of the Beneficiary(ies) and the name and address of the notary entrusted with the liquidation of the estate on death.

Permanent disability

- The initial medical certificate specifying the date of the Incident, describing the nature of the injuries and providing a precise diagnosis.
- Any medical document enabling the Insurer to assess the extent of the injuries (e.g. certificates of extension of work suspensions, medical needs, hospital discharge letters, X-ray memos, CAT scan memos, etc.).
- The medical certificate of Consolidation allowing the Insurer to appoint the medical expert who will determine the degree of permanent disability.

Coma

- The initial medical certificate confirming the Insured's Coma and the duration thereof.
- The medical certificate of extension and the duration thereof, if the Insured is still in a Coma.

Loss, theft, damage to or destruction of Luggage or Professional Equipment

- The original acknowledgement of receipt of complaint filed or declaration of loss as well as a detailed declaration.
- All supporting documentation enabling the verification or assessment of the loss (e.g. damaged Luggage, invoices, etc.)

Winter Sports

Ski Pack

- Written confirmation from the business The Insured purchased the ski pack through and that no refund is available for the unused elements.
- The Insured must obtain written confirmation from a medical practitioner that the bodily injury or illness stopped the use of the ski pack

Ski Equipment

- If lost or stolen a police report confirming The Insured reported the incident to the police within 24 hours of noticing the item(s) missing.
- If lost or damaged by the carrier please obtain a PIR (Property Irregularity Report) and letter from the airline confirming the item(s) lost. Please also keep all luggage tags where possible.
- A damage report and repair estimate for damaged item(s)
- Keep any damaged items beyond repair as The Insurer may need to inspect them.
- All hire receipts and luggage labels/tags (where applicable)

Piste Closure/Avalanche Cover

- Written confirmation from the resort management confirming the closure of facilities and the dates applicable.

Psychological guidance

- The invoices pertaining to consultations with a doctor and/or psychologist.

Third-Party liability

As soon as they become aware of a circumstance that could lead to a claim on this policy and no later than within 30 business days, the Insured shall, unless prevented by unforeseeable or force majeure events, notify the Insurer thereof in writing or verbally and obtain from the Insurer an acknowledgement of receipt of notification. The Insurer shall be under no obligation to pay the claim in question if this condition is not complied with.

The Insured shall furthermore:

- Notify the Insurer as soon as possible of the circumstances of the Incident, its known or presumed causes and the nature and approximate amount of the damage.
- Take all measures to mitigate the damage already known and to prevent the occurrence of further damage.
- Forward to the Insurer, as soon as possible, any notice, summons, writs, extrajudicial deeds and procedural documents that may have been sent, served or formally notified to him.

In case of failure by the Insured to comply with obligations listed in the foregoing three bullets, the Insurer shall be entitled to an indemnity from the Policyholder proportional to the losses incurred as a result of such failure.

Any correspondence, writ, summons or court notice pertaining to an insured Incident shall be forwarded to the Insurer as soon as possible. The Insurer shall also be informed of any legal proceedings or investigations of which the Insured may be the subject in connection with an insured event. No agreement, promise, offer, payment settlement or indemnification shall be proposed by the Insured without the Insurer's written consent.

AXA medical and travel claims telephone number:

+44 2034 753266

ARTICLE 62. – Claim settlement

Assessment of loss or damage

The Insured, its authorised representative, the Beneficiary or the Policyholder shall submit to the Insurer all items and documents allowing it to assess whether the claim filed lies within the scope of the policy cover.

Where the Insured refuses, without any legitimate reason, to provide these items or documents or to undergo a medical examination by an expert medical practitioner appointed by the Insurer and where, after notice served 48 hours in advance by recorded delivery, they persist in such refusal, the Insurer shall be under no obligation to pay the claim.

If additional medical documents or other supporting documentation are necessary, the Insured, their statutory representative, the Beneficiary or the Policyholder shall be personally informed thereof by letter.

Independent aggravation due to accidental or pre-existing causes

If the consequences of an Accident are aggravated by the pre-existing medical condition, by the existence of a prior disability, by an empirical treatment, or by the refusal or negligence of the Insured to undergo the medical treatment required by their condition, the compensation shall not be calculated with respect to the actual consequences of the case, but to those that would have ensued for an individual in a normal state of health undergoing rational and adequate medical treatment.

Settlement period

The proceeds shall be payable without interest within 15 days as of determination of the amount thereof. The payment of the proceeds shall be final and shall release the Insurer from liability for any subsequent actions pertaining to the Incident or the consequences thereof.

PART VI – IMPLEMENTATION OF THE POLICY

ARTICLE 63 – Execution of the policy

Declaration of risk

Pursuant to applicable law, this policy is drawn up on the basis of the information presented by the Policyholder making a fair presentation of the risk to the Insurer.

Effective date of policy

The policy shall be effective as of the date set out in the Section entitled “Effective Date and Term” of the Special Terms and Conditions.

Term of policy

The policy shall be effective for a term of one year.

Unless otherwise provided in the “Effective Date and Term” section of the Special Terms and Conditions, or save in case of termination, it shall thereafter be automatically renewed each year on the anniversary date stated in the same section.

ARTICLE 64 – During the term of the policy

Variation of the policy

By a recorded delivery letter sent to the Assistant, the Policyholder may during the term of the policy submit a proposal for a variation of the policy.

If the Assistant fails to respond within ten days following receipt thereof, the requested variation shall be deemed to be accepted by the Insurer, and an endorsement shall confirm the new cover and the amount of the new premium.

Change of circumstances

The Policyholder shall be responsible for informing the Assistant within 15 days following the date on which it becomes aware of any change affecting at least one of the items declared from time to time pursuant to the "Premium" section of the Special Terms and Conditions.

Aggravation of risk

If the change entails an aggravation of risk, the Insurer may either terminate the policy or offer a new price to the Policyholder.

If the Policyholder does not accept the offer or expressly refuses the new price within 30 days of the proposal, the Insurer may terminate the policy on expiry of that 30-day period.

The termination shall be effective 10 days after the Policyholder has been informed in accordance with Article 69 below of the Insurer's election to terminate the policy.

Reduction of risk

If the change entails a reduction of risk, the Insurer shall within 30 days inform the Policyholder of the reduction of the premium.

If, on expiry of the said 30-day period, the Insurer has failed to inform the Policyholder or if the premium has not been reduced, the Policyholder may terminate the policy by informing the Assistant in accordance with Article 69 below.

Change of address

The Policyholder must notify the Assistant of any change of address.

Failing this, the correspondence sent by the Insurer/Assistant to the Policyholder's last known address shall be deemed to have been received.

Variation of Excess or cover

If the Insurer increases the amount of an Excess or decreases the amount of cover the Insurer shall notify the Policyholder thereof at the beginning of the annual period of the policy at the time of notification of the premium.

If the Policyholder rejects this variation, it may terminate this policy in accordance with Article 69 below within 30 days of the date on which it is informed thereof, the benefit of the cover continuing to accrue to it on the prior terms and conditions until the date of termination of the policy.

Failing such termination, the variation of the Excess or intervention threshold shall become effective as of the date stated on the notification of premium .

ARTICLE 65 – Termination of policy

Termination of the policy

Termination options:

On expiry, by the Policyholder or the Insurer:

- At least 60 days prior to the expiry date of the policy.

Prior to expiry, by the Policyholder:

- In the event of total withdrawal of the Insurer's authorisation.
- In the event of reduction of the risk if the Insurer does not agree to reduce the premium.
- In the event of premium increase on annual expiry within 30 days following the notice by the Insurer of the premium increase.

Prior to expiry, by the Insurer:

- In case of aggravation of risk and exclusively if the Policyholder does not accept the new premium offered, as stated in the foregoing Article.
- In case of non-payment of the premium by the Policyholder, as stated in Article 71 below.

Termination procedures

By the Policyholder

The policy may be terminated by means of a recorded delivery letter (the postmark being evidence of the date of notice), or by hand delivered letter (the date of delivery being the date of notice) addressed to the Assistant at:

AXA Travel Insurance Limited, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR.

By the Insurer

The policy may be terminated by a recorded delivery letter sent to the Policyholder's last known address.

Effects of termination

Termination of the policy entails the loss of insured status, and therefore termination of the right to benefit from insurance cover, without prejudice to immediate or delayed services accruing or having accrued as at the date of termination.

Furthermore, in the case of Insureds who are in a state of work disability or invalidity following an Accident on the effective date of termination of the right to cover, the termination does not affect the continued applicability of the cover in case of accidental death, as defined in the policy, until cessation of the state of work disability or invalidity.

Termination of cover for an Insured

The cover granted under this policy shall accrue to an Insured without any age limit.

It shall automatically cease without further notice on the date on which the Insured ceases to be an employee of the Policyholder or other insured company.

Any Incident occurring after the date of an Insured's departure from the Policyholder or other insured company shall not be insured by the Insurer.

ARTICLE 66 – Effect of breach of the duty of fair presentation of the risk

In accordance with the provisions of the Insurance Act 2015, any deliberate or reckless breach of the duty of fair presentation by the Policyholder shall entitle the Insurer to avoid the contract and refuse all claims. The Insurer will not have to return any premium.

Where the Policyholder breaches the duty of fair presentation but does so neither deliberately nor recklessly, the Insurer is entitled to any and all remedies available to it under the Insurance Act 2015.

ARTICLE 67 – Premiums

Variable items

Where the premium is calculated on the basis of variable items, the Policyholder shall, upon execution and on each expiry date, provide the Insurer with the information required for the calculation of the total premium.

The Insurer shall be entitled to carry out verification in respect of the representations made by the Policyholder, who must accept any visit or inspection made to that end by any agent of the Insurer, and who must provide evidence, by means of all documents in its possession or held by its agents, of the accuracy thereof.

Failing provision to the Insurer of the requisite information within the prescribed periods, the Insurer shall, by means of a recorded delivery letter, formally demand that the Policyholder meet this obligation within 10 days.

If, on expiry of this period, the information has not been furnished, the premium shall be calculated with respect to the last declaration furnished, with an uplift of 50%, to be adjusted once the information is available.

Modification of premium

If the Insurer wishes to increase the premium, the Policyholder shall be informed thereof, provided however that the notice period applicable to termination on expiry of the policy under Article 69 is complied with.

If the Policyholder refuses such variation, it may terminate the policy in accordance with Article 69 within 30 days of the time when it was informed of the said variation.

Failing such termination, the premium increase shall be effective as of the annual expiry date of the policy.

Payment of the premium

The premium and ancillary sums, the amount of which is specified in the Special Terms and Conditions and in any subsequent notification of premium, as well as any taxes and levies, shall be payable to the Insurer.

The effective date and annual expiry date are set out in the "Effective Date and Term of the Policy" section of the Special Terms and Conditions.

Failure to pay the premium

Failing settlement within 10 days following the due date, the Insurer shall, without prejudice to its rights and remedies under applicable law, demand the unpaid premium from the Policyholder by recorded delivery letter and remind the Policyholder of the consequences of non-payment, being:

- **Suspension of cover after a period of 30 days following dispatch of the demand.**
- **Termination of the policy 10 days after expiry of this 30-day period in the event of refusal to pay, without need to confirm such termination.**

This demand shall restate the amount and the due date of the premium (or fraction of a premium).

Suspension of cover for non-payment shall mean that the Insurer is released from all commitments in respect of the Insureds in the event of an Incident occurring during this period of suspension.

Independently of the suspension or termination, premiums that have not yet been paid remain fully due and payable and the collection thereof after the date of suspension or termination shall not howsoever imply the waiver by the Insurer of its right to rely on the consequences of the suspension or termination.

The non-terminated agreement shall resume effectiveness at noon on the day following the date on which the outstanding premium or, in the case of an apportioned payment of premium, the sum that was the subject of a formal notice as well as the fractions of premium remaining outstanding for the remaining duration of the current Insurance Year, have been paid to the Insurer.

Appropriation of premium in the event of termination

In the event of termination during an Insurance Year, the share of premium pertaining to the period subsequent to termination shall not accrue to the Insurer and shall be repaid to the Policyholder, if the same has been collected in advance.

In the event of termination on grounds of non-payment of the premium, the Insurer shall be entitled to collect premium as indemnity, as well as all premium fractions (in the event of apportioned payment) remaining outstanding for the remaining duration of the current Insurance Year.

PART VII – MISCELLANEOUS PROVISIONS

ARTICLE 68 – Insurance Product Information Document

- **The Insurance Product Information Document is a document drawn up by the Insurer in accordance with insurance law and regulations and is intended for all Insureds.**
- **The Policyholder hereby undertakes to inform the Insured in writing of any changes to their rights and obligations.**
- **In any event, the Policyholder shall provide evidence upon request that it has provided the above to the Insureds.**

ARTICLE 69 – Auditing

The Insurer may at any time, subject to a 15-day notice period, verify the Policyholder's compliance with the provisions of this policy. The Policyholder shall provide the Insurer with all administrative or accounting records or documents relating to the operation of this policy in order to allow the monitoring thereof.

ARTICLE 70 – Complaints

The Insurer makes every effort to provide the Policyholder and the Insureds with the highest standards of service. If on any occasion this service falls below the standard an Insured would expect the Insurer to meet, the procedure below explains what the Insured should do.

The Insured can contact the Complaints Team, who will arrange an investigation on their behalf, on +44 (0) 203 701 9629.

The Insurer will acknowledge the complaint within 5 working days, investigate the complaint and endeavour to send a final response to the Insured as soon as practical.

If the Insurer is unable to provide a final response within 4 weeks (20 working days) of receipt of the complaint the Insurer will send the Insured an update. If the Insurer is unable to provide a final response within 8 weeks (40 working days), the Insurer will write to the Insured explaining why and advise them when they can expect a final response.

If, after the investigation is complete, it is impossible to reach an agreement, the Insured may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London, E14 9SR,
United Kingdom;

Or by phoning 0800 023 4567, free for people phoning from a 'fixed line' (for example, a landline at home), or 0300 123 9123, free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Website: www.financial-ombudsman.org.uk

These procedures do not affect the Insured's right to take legal action.

ARTICLE 71 – Supervisory authority

The Insurer is subject to the prudential supervision of the National Bank of Belgium located at Boulevard de Berlaimont 14 - 1000 Brussels - Belgium + TVA BE 0203.201.340 (www.bnb.be), and subject to limited regulation by the Financial Conduct Authority. Details about the extent of the Insurer's regulation by the Financial Conduct Authority are available from the Assistant on request.

ARTICLE 72 – Governing law and jurisdiction

This policy and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) is governed by, and shall be construed in accordance with, English law. The contracting parties submit to the exclusive jurisdiction of the High Court of England and Wales in relation to any dispute or claim arising out of or in connection with this policy or in relation to its existence or validity (including non-contractual disputes or claims).

ARTICLE 73 – Sanctions and prohibitions

The types of cover defined in this policy shall be deemed to be ineffective where the grant of such insurance cover will expose the Insurer to sanctions, prohibitions or restrictions within the framework of UN resolutions or commercial or economic sanctions, statutory provisions and regulations of the European Union, United Kingdom or United States of America.

ARTICLE 74 – Data protection

In respect of the TRAVEL EYE platform, the Assistant, acting as Data Processor appointed by the Policyholder, will collect and use Personal Data related to Insured persons. The conditions under which this Personal Data is Processed are set out in a separate privacy notice to be provided by the Policyholder, acting as Data Controller.

With regard to the insurance cover and other assistance services, the Insurer will act as the Data Controller and the Assistant as a Data Processor. The Assistant, will collect, use and store personal data related to Insured persons for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking

and fraud prevention, in accordance with the following provisions.

Purposes of data Processing and recipients

The Assistant may receive Personal Data directly from an Insured as well as from the Policyholder or from third parties such as service providers involved in assistance services.

Personal Data may be Processed by the Assistant for the following purposes:

- providing the services described in this policy,
- recording of phone calls and listening to such recordings in order to improve and monitor the quality of the services provided,
- managing the relationship between the Assistant and the Policyholder and / or the insurance intermediary,
- detection and prevention of fraud, money laundering and terrorist financing,
- statistical and actuarial analysis as well as customer satisfaction studies in order to better adapt the product to market needs,
- submitting reports to the Policyholder and / or to insurance intermediaries.

Data recipients

To the extent that its transfer is necessary to achieve the purposes listed above, Personal Data may be transferred to other members of the AXA group of companies as well as to organizations and/or natural persons providing services to those AXA group companies (lawyers, experts, medical experts, reinsurers, co-insurers, insurance intermediaries, service providers, other insurance companies, representatives, price monitors, claims handlers, Datassur).

Personal Data may also be shared with supervisory authorities, competent public bodies and any other public or private organisation with which the Assistant may be required to share Personal Data in accordance with applicable legislation.

Data transfer outside the European Union

AXA group companies, as well as the organizations and/or natural persons providing services to them and to which Personal Data may be transferred, may be located both in and outside the European Union.

In the event of a transfer of Personal Data to third parties located outside the European Union, the Assistant will comply with the legal and regulatory provisions in force for such transfers. In particular, the Assistant will ensure an adequate level of protection of the Personal Data being shared on the basis of appropriate safeguards put in place by the European Commission, such as standard contractual clauses, as well as the AXA group's binding rules applicable to intra-group transfers of data.

For the purpose of providing benefits and services to the Insured, Personal Data of the Insured may be transferred on a one-off basis to service providers in the country where the Insured is located and where data protection law may not provide a similar level of protection to that of the European Union data protection regime. In the absence of express consent by the Insured, this transfer will be carried out in accordance with Article 49 para. 1 c) of the General Data Protection Regulation 2016/679 of April 27, 2016 (transfer necessary for the performance of a contract concluded between the Assistant and the service provider in the interest of the Insured).

Processing of Health Data

The Assistant will comply with the specific rules applicable to the Processing of Personal Data relating to the health of the Insured, by taking all the technical and organizational measures required for this purpose.

The Processing of such data is carried out under the supervision of doctors, by employees of the Assistant specially appointed for this purpose, and subject to doctor/ patient confidentiality.

Data retention

The Assistant retains Personal Data collected throughout the handling of claims, updating records as and when the circumstances require this, this period being extended by the period envisaged by the applicable record retention law or regulations or in accordance with a relevant statute of limitations so that it can deal with any claims or appeals initiated after the policy ends or is terminated, or after the claim is closed.

Why it is necessary to provide the Personal Data

Personal Data relating to an Insured requested by the Assistant are necessary for the entering into or performance of the insurance contract. Failure to provide this data may make it impossible to enter or properly perform the obligations of the insurance contract.

Security

The Assistant will take all necessary measures to preserve the confidentiality and integrity of Personal Data and to protect it against unauthorised access, misuse, alteration or loss.

To this end, the Assistant will comply with information security and business continuity standards and will regularly assess the level of security of its Processes, systems and applications as well as those of its partners.

The rights of the Insured person

The Insured has the right to:

- obtain from the Assistant confirmation as to whether Personal Data concerning the Insured are being Processed and to access this Personal Data;
- in case of inaccurate or incomplete Personal Data, have it rectified or completed;
- in certain circumstances, have the Insured's Personal Data erased;
- in certain circumstances, restrict the Processing of the Insured's Personal Data;
- object, on grounds relating to the Insured's particular situation, to Processing of their Personal Data by the Assistant on the basis of the Insurer's or the Assistant's legitimate interests, in which case the Assistant shall no longer Process the Personal Data, unless it demonstrates compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Insured;
- object at any time to the Processing of their Personal Data for direct marketing purposes, which includes profiling to the extent that it is related to such direct marketing;
- not be subject to a decision based solely on automated Processing, including profiling, which produces a legal effect on the Insured or otherwise significantly affects them; however, if this automated individual decision-making is necessary for the entering into or performance of a contract with the Insured, the Insured has the right to obtain human intervention from AXA Travel Insurance and to respond to and to contest AXA Travel Insurance decision;
- receive the Personal Data which the Insured has provided to AXA Travel Insurance, in a structured, commonly used and machine-readable format and to transmit this data with another data controller, where (i) the Processing of the Insured's Personal Data is based on their consent or on a contract and (ii) the Processing is carried out using automated means; and to require that their Personal Data be transmitted directly from one data controller to another, where technically feasible;
- withdraw their consent at any time, without prejudice to the Processing carried out lawfully before withdrawal of the consent, when the Processing of the Insured's Personal Data is based on consent.

How to exercise your rights or contact the Data Controller

In relation to the insurance benefits and the assistance services administered by the Assistant on behalf of the Insurer, the Insured can exercise the rights listed above by contacting:

Data Protection Officer
AXA Travel Insurance Limited
106-108 Station Road
Redhill
RH1 1PR
Email: dataprotectionenquiries@axa-assistance.co.uk

The request must be accompanied by a photocopy of both sides of a photo ID, such as a driver's licence or passport.

For any other queries, and in particular if the Insured considers that the Assistant does not comply with data protection law, the Insured can contact the Insurer in its capacity as Data Controller. The Insurer's address is:

Inter Partner Assistance, S.A
Avenue Louise
166 Bte 1
1050 Brussels
Belgium

File a complaint

The Insured can also file a complaint with the Information Commissioner's Office at the following address:

Information Commissioner's Office
Wycliffe House - Water Lane – Wilmslow, Cheshire
SK9 5AF
Telephone: 0303 123 1113
Fax: 01625 524510

Or by using their website: <https://ico.org.uk/make-a-complaint/>

PART VIII - INSURER'S SCALE FOR DETERMINING THE DEGREE OF PERMANENT DISABILITY

I. 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 %
Quadriplegia, hemiplegia or total paraplegia (bedridden)	100 %
An incurable mental illness	100 %

II. PARTIAL PERMANENT DISABILITY	
A. Head	
Complete loss of sight in one eye (with or without enucleation) or one-half reduction of total function of each of the eyes	25 %
Loss of skull material over full thickness:	
- area of at least 12 cm	50 %
- area of 6 to 12 cm	30 %
- area of 3 to 6 cm	16 %
- area less than 3 cm ²	maximum 10 %
Incurable and total deafness in both ears	40 %
Incurable and total deafness in one ear	10 %
Ablation of lower jaw:	
- total	35 %
- partial (all or half of part rising from main jaw)	25 %
Loss of all upper and lower teeth	10 %

II. PARTIAL PERMANENT DISABILITY

B. Limbs

Upper limbs	Right	Left
Amputation of arm or hand	60 %	50 %
Total loss of movement of the shoulder	30 %	25 %
Total loss of movement of the elbow	25 %	20 %
Total loss of movement of the wrist	20 %	15 %
Total paralysis of the upper limb	60 %	50 %
Total paralysis of the axillary nerve	20 %	15 %
Total paralysis of the median nerve	40 %	30 %
Total paralysis of the ulnar nerve at the elbow	20 %	15 %
Total paralysis of the ulnar nerve at the wrist	12 %	8 %
Total paralysis of the radial nerve, injury at the level of the spiral groove	30 %	20 %
Total paralysis of the radial nerve at the forearm	30 %	25 %
Non-consolidated fracture of the arm (constituted pseudarthrosis)	30 %	25 %
Non-consolidated fracture of the arm (constituted pseudarthrosis) :		
- of the two bones	25 %	20 %
- of only one bone	12 %	7 %
Amputation of the thumb:		
- total	20 %	15 %
- partial (nail phalanx)	5 %	3 %
Ankylosis of the thumb:		
- total	12 %	8 %
- partial (nail phalanx)	5 %	3 %
Amputation of the index finger :		
- total	12 %	8 %
- two phalanges	8 %	6 %
- one phalange	3 %	2 %
Total amputation of middle finger	8 %	6 %
Total amputation of ring finger	6 %	4 %
Total amputation of little finger	5 %	3 %
Total amputation of the foregoing three fingers	25 %	20 %
Total amputation of two of the foregoing three fingers	15 %	10 %
Total amputation of the thumb and index	30 %	25 %
Total amputation of the thumb and a finger other than the index	25 %	20 %
Total amputation of the index and of a finger other than the thumb	20 %	15 %

II. PARTIAL PERMANENT DISABILITY(cont.)	
Lower limbs	Right
Amputation of the leg above the knee	60 %
- of upper 1/3	60 %
- of lower 2/3	50 %
Amputation of the leg below the knee	40 %
Amputation of the foot:	
- total	35 %
- subtalar	30 %
- midtarsal	30 %
- medio-metatarsal	25 %
Amputation of all toes of a foot	15 %
Amputation of the big toe	7 %
Total loss of the last four toes of a foot	6 %
Amputation of a toe (other than the big toe)	1 %
Total loss of movement of the hip:	
- in a non-straight position (flexion, adduction or abduction)	40 %
- in a straight position	30 %
Total loss of knee movements (ankylosis):	
- in flexion	40 %
- in a straight position	20 %
Total loss of the movements of the tibio-talar joint:	
- in favourable position	10 %
- in unfavourable position	20 %
Non-consolidated fracture of the thigh or both leg bones (constituted pseudarthrosis)	40 %
Badly consolidated fracture of a foot	20 %
Badly consolidated fracture of a rotula	20 %
Shortening of a lower limb:	
- by at least 8 cm	15 %
- by 5 cm	9 %
- by 3 cm	4 %
Total paralysis of the lower limb	55 %
Total paralysis of the peroneal nerve	25 %
Total paralysis of the tibial nerve	15 %
C – Torso	
Immobilisation of a segment of the spine with pronounced deviation and in uncomfortable position	30 %
Fracture of rib with persistent thorax perforation and functional issues	10 %

If the Insured is left-handed, the rates specified in the above scale for the various disabilities of the upper right limb and of the upper left limb shall be switched.

The total and permanent functional incapacity of all or part of a limb is deemed to constitute a total loss, so that the limbs or parts thereof that are permanently non-functional are considered as lost.

In the event of partial loss of a limb or of part of a limb, the level of disability shall be assessed in comparison to its total loss. The disabilities that are not listed in the above scale, although of lesser importance, shall be compensated in proportion to their degree of severity as compared to that of the listed disabilities, and without taking into account the Insured's profession.

Multiple disabilities

Where several distinct disabilities affecting various or different parts of a limb result from the same Accident, the total compensation is calculated on the global level for that limb set out in the above scale for all relevant disabilities. Where several distinct disabilities affecting various or different limbs, the head or torso result from the same Accident, the total compensation shall not exceed 100% of the cover specified in the Special Terms and Conditions.

Pre-existing condition

The loss of limbs or organs that were already non-functional prior to the Accident cannot give rise to compensation.

Injury to limbs or organs already in a state of disability is compensated to the extent of the difference between the condition prior to and following the Accident.

Injuries to limbs or organs caused by the Accident shall be assessed without taking into account the pre-existing condition of disability that may have affected other limbs or organs.

APPENDIX – DEFINITIONS

Abroad

Countries other than the Home Country.

Absolute Excess in Case of Permanent Disability

Disability level defined in the Special Terms and Conditions which is, in any event, deducted from the disability level affecting the Insured.

The Insurer pays proceeds in an amount representing the difference between the absolute excess rate and the Insured's disability level.

Accident

Any act that is unintentional on the Insured's part, entailing Bodily Injury affecting the Insured.

The following are deemed to be Accidents:

- Assaults, Attacks, Terrorist Acts and Civil Commotion as well as the resulting crowd movements or terror and panic movements.
- Pathological symptoms arising from an insured Accident.
- Infections directly caused by an insured Accident.
- Poisoning and bodily injuries resulting from the unintentional absorption of toxic or corrosive substances.
- Asphyxiation by immersion or by absorption of gas or poisonous vapours or due to the unforeseeable effects of gases or fumes.
- Drowning and infectious diseases resulting from a fall into infected water or liquid.
- Frostbite, heat stroke or sunstroke as well as loss of consciousness and exhaustion resulting from shipwreck, forced landing, subsidence, avalanches and flooding.
- Injuries caused by fire, steam blasts, acids and corrosive substances, lightning and electric currents.
- The consequences of animal and snake bites, blood infection when it is the direct consequence of an insured Accident as well as infections due to anatomical, septic or venomous stings.
- Cases of heat stroke or sunstroke and frostbite caused by an event lying outside the Insured's control.
- The direct consequences of insect stings, excluding diseases (such as malaria and sleeping sickness) primarily originating in such stings.
- Traumatic hernias and lumbar disc injuries and muscular strains where these can be considered as accidents.

Annual Salary

Gross monthly salary of the Insured as at the date of the Accident multiplied by twelve and increased by remuneration variables collected during the twelve months preceding the Accident (bonuses, overtime, etc., all without any exception or qualification).

Where applicable, this salary will be adjusted by computation in the event of reduction or stoppage due to illness, temporary lay-off or short-time work arrangements.

Assault

Any act of violence committed by a Third Party on the Insured and/or any constraint deliberately imposed by a Third Party with a view to robbing the Insured of their belongings.

Assistant

AXA Travel Insurance Limited, a company incorporated in England and Wales with registered number 07378447 and whose registered address is at The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, acting on behalf of the Insurer. The Assistant can be contacted on +44 2034 753266.

Attack/Terrorist Act

- Participation in the preparation of an act constituting a danger with respect to people or property.
- Acts intended to interrupt or damage an electronic or communication system, by any person or group whether or not acting in the name of or in connection with any organisation, government, power, authority or armed force aiming at intimidating, constraining or harming a government, the civilian population or any component thereof or at interrupting the activity of an economic sector.
- Any acts of violence towards persons or property committed by an organisation aiming at creating a climate of insecurity and compromising the institutions of an established government. The following are considered to be acts of violence: deliberate attacks on life or bodily integrity, kidnapping, confinement, hijacking of any means of transportation, use of explosives or any other type of weapons or killing devices as well as any other similar act.

Beneficiary

The person who collects the proceeds.

In the event of death of the Insured: the Insured's Spouse, failing which, their existing or unborn children, failing which, their statutory heirs and successors, unless otherwise indicated in writing by the Insured by ordinary letter sent to the Assistant.

Bodily Injury

Any physical harm suffered by a person.

Trip/Travel

Any trip, journey or stay organized on behalf of the Policyholder.

Coma

A condition characterised by the loss of relational functions (consciousness, mobility, sensitivity) in a state of vegetative life (breathing, vascular function) declared by a recognised Medical Authority.

Consequential Loss

Any economic loss arising from the deprivation of use of a right, from the interruption of a service provided by a person or by a movable or immovable asset or from a loss of profit which is directly consequential to an insured Bodily Injury or Property Damage.

Consolidation

Date from which the condition of an Insured who has suffered an Accident is deemed to be stabilised from a medical standpoint, even though permanent after-effects exist.

Cosmetic Disfigurement

Means a static injury (scarring, deformation) caused by an insured Accident, which remains after Consolidation and which is confirmed by a competent Medical Authority.

Damage

Damage to the home or workplace of the Insured that renders it uninhabitable /inoperable as a result of one of the following events:

fire, explosion, implosion, water damage, glass breakage, theft or attempted theft, vandalism, weather phenomena (storm, hail on roof, weight of snow/ice on roof), ancillary risks (lightning, smoke, falling aircraft or spacecraft, impact of land motor vehicle), frozen ducts and pipes and heating equipment, water damage as a result of sewer overflow caused by exceptional rains or Natural Disasters recognised by decree.

Data Controller

The legal entity that determines the means and purposes of the Processing of Personal Data.

Data Processor

A legal entity that Processes Personal Data on behalf of the Data Controller.

Dependent Child

- The unmarried children of the Insured that are:
 - Aged less than 18 years,
 - Aged 18 years or more but less than 28 years, where they are in full-time education.
 - When they collect allowances as disabled adults.

- The children of the Insured's former or current Spouse who meet the following criteria:
 - The Insured's children benefiting from payment of child maintenance (including pursuant to a divorce) or children for whom the Insured is able to provide evidence of regular payment.

- The family status applied is:
 - In case of death, that existing at the time of death,
 - In case of disability, that existing at the time of the Accident.

Director

- In relation to any body corporate: its directors and officers, including any person occupying the position of director, by whatever name called or with equivalent effect;
- in relation to any partnership: its partners; and
- in relation to any other entity: those persons exercising equivalent functions on behalf of the entity concerned.

Emergency Dental Treatment

Dental service of an urgent nature (that cannot be postponed due to the Insured's medical condition) that is performed for the following treatments: dressing, filling, root canal therapy or extraction.

Epidemic

Contagious disease affecting a large number of persons at the same time.

Expatriation/Secondment

Period during which the Expatriate or Seconded Employee resides in a country Abroad within the framework of their professional activities on behalf of their employer.

Expatriate/Seconded Employee

Employee of the Policyholder or another insured company who is sent to work Abroad either on a local employment contract (expatriate) or on a Home Country employment contract (seconded employee).

Excess

Fixed amount defined in the policy for which the Insured remains liable in the event of payment of proceeds in connection with a claim.

The excess may also be expressed in days or as a percentage.

Family Members/Relatives

- Father, mother, grandfather, grandmother, father-in-law, mother-in-law, children, Spouse, brothers, sisters, sisters-in-law, brothers-in-law of the Insured resident in the same Home Country as the Insured.
- Any other individuals identified by the Insured, resident in the same Home Country as the Insured.

Home Country

The Insured's principal and usual place of residence. Tax residence is deemed to constitute the Home Country in the event of a dispute.

Hospitalisation/Hospitalised

Further to an Accident or Illness, receiving treatment in a medical institution requiring a minimum stay of 24 consecutive hours or an overnight stay.

A medical institution is defined as a hospital or clinic authorised to administer medical treatments to sick persons or Accident victims, holding the requisite local administrative authorisations for these activities and possessing the requisite personnel.

Incident

The occurrence of a Triggering Event.

All claims pertaining to the same Triggering Event shall constitute one single incident.

For the purposes of the Third-Party liability cover, an incident includes any loss or set of losses caused to third parties, for which the Insured incurs liability, resulting from a Triggering Event and having given rise to one or more claims.

Identity documents

Passport, driving licence, vehicle registration document of the Insured's vehicle or of the company car or professional vehicle.

Illness

Any alteration of health of a sudden and unforeseeable nature, as confirmed by a relevant Medical Authority.

Insurance Year

The period between the annual expiry date as set out in the "Effective Date and Term" section of the Special Terms and Conditions and the date falling on its anniversary.

However:

- If the effective date of the policy does not fall on the previous anniversary of the annual expiry date, the first Insurance Year is the period between the effective date and the annual expiry date.
- If the policy expires or ceases to be effective between two annual expiry dates, the last Insurance Year is the period between the last annual expiry date and the date of expiry or termination of the policy.

Insured

The person(s) identified in the Special Terms and Conditions.

Insurer

Inter Partner Assistance, S.A. subject to Belgium law with a share capital of 61 702 613 € - RPM Brussels – BCE 0415 591 055, whose registered office is at Avenue Louise 166 BP1 – 1050-BRUSSELS, an insurance company authorised by the National Bank of Belgium with registered number 0487 and subject to limited regulation by the Financial Conduct Authority with registered number 202664.

Insurer's Scale

The percentage of disability applied for computation of the proceeds shall be set in accordance with the nature of the disability with reference to the Insurer's Scale set out in the appendix to these General Terms.

However, in the settlement of claims, the general condition, age, capacities and professional qualifications and career change options of the victim shall not be taken into account.

Insured Card

Any payment or debit card linked with an account held by the Insured and any corporate bank card.

Kidnapping

The act of capturing a person who is used as a means of coercing a person or a state to agree to the demands of the hostage's captors.

Keys

Keys and locks of the Insured's primary and secondary residences, as well as the keys and locks of their vehicle(s) for private or professional use.

Luggage

Items belonging to the Insured or placed under their responsibility, carried by the Insured during their travels.

The following shall not be deemed to be Luggage pursuant to this policy: spectacles, contact lenses, prosthetic items of any kind, cash, personal Identity Documents, Keys, marketing material, administrative documents, traveller's cheques, credit cards, flight tickets, transport tickets and "Vouchers", other cards and Valuables.

Medical Authority

Any person holding a valid degree in medicine or surgery in the country in which the Insured is located.

Medical Team

Team suited to each individual case and put in place by the Assistant's head medical practitioner.

Natural Disaster

Flood, earthquake, tsunami, landslide, avalanche, hurricane, storm, tornado, fire and volcanic activity caused by any naturally occurring event, excluding any event caused as a direct result of human and/or malicious intervention.

Person Accompanying the Insured

The Spouse and Dependant Children of the Insured and/or of the Spouse travelling with the Insured.

Personal Data

Any information allowing the direct or indirect identification of a natural person (in particular using an identifier or one or more factors which are specific to them) which is disclosed or accessible by the Data Controller or the Processor as part of the service delivery.

Policyholder

The legal entity, identified in the Special Terms and Conditions, that takes out the policy and undertakes to pay the premium.

Private Life

All periods of the day that do not fall within the scope of the definition of Professional Life.

Processing (of Personal Data)

Any operation or set of operations, whether or not carried out using automated processes, and applied to Personal Data or sets of Personal Data such as, for example, collection, recording, organization, structuring, conservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of provision, reconciliation or interconnection, as well as locking, erasure or destruction.

Professional Equipment

Item belonging to the Policyholder that the Insured takes with him, under their responsibility, within the framework of their Trip.

Property Damage

Deterioration, loss or destruction of a thing or substance; any physical injury to animals.

Regional quarantine

Any period of restricted movement or isolation, including national lockdowns, within your country of residence or destination country imposed on a community or geographic location, such as a county or region, by a government or public authority.

Personal quarantine

A period of time where you are suspected of carrying an infection or have been exposed to an infection and as a result are confined or isolated on the orders of a medical professional or public health board in an effort to prevent disease from spreading.

Ransom

Amount of money and / or negotiable items, products or services rendered or to be rendered by or on behalf of the Policyholder or an Insured, for the purpose of satisfying claims in the context of a Kidnapping

Relative Excess

Fixed amount defined in the Special Terms and Conditions which sets the level at which a claim becomes payable. The Insurer will not pay claims equal to or less than the relative excess, but will pay in full claims exceeding the relative excess.

Relative Excess in the Event of Permanent Disability

Level of disability defined in the Special Terms and Conditions, above which any level of disability entails total compensation of this disability.

The Insurer shall not compensate any disability the level of which is less than or equal to the relative excess level.

Riots/Civil Commotion

All unarmed movements and actions caused by a large number of persons. In particular, the following are considered as incidences of Civil Commotion: peaceful meetings and gatherings.

Severe Medical Condition

A condition that, in the opinion of the Assistant's medical practitioner, constitutes a severe medical emergency requiring immediate urgent treatment to avoid death or severe immediate or long-term deterioration of the Insured's health.

The severity of the medical condition shall be determined in light of the Insured's geographic location, the nature of the medical emergency and local availability of adequate medical facilities or treatment.

SKI EQUIPMENT

Skis and snowboards (including bindings), ski boots, snowboard boots and ski poles.

SKI PACK

Ski lift pass, ski school fees and hired ski equipment, all pre-paid.

SIM Card

The card issued in respect of a subscription or a prepaid plan used for the operation of the Insured's mobile telephone or for the professional mobile telephone belonging to the Policyholder.

Spouse

The Insured's non-divorced or non-separated wife or husband, or unmarried partner, civil partner, or the person who can prove a minimum cohabitation of six months prior to the insured event.

Total Permanent Disability

The Insured is deemed to be in a state of total permanent disability when:

- During the cover period, they are affected by a physical or mental disability that totally precludes them from exercising any profession whatsoever or a remunerated activity and, in addition, compels them to use the assistance of a third party to perform everyday tasks .
- Their condition is permanent and not likely to improve.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious, ideological or similar reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. The government of the Home Country must declare the situation in question to have been an act of Terrorism.

Third Party

Any individual or legal entity, excluding the Insured himself, their Family Members, ascendants and descendants as well as the persons accompanying the Insured, the salaried or independent agents of the Policyholder, in the performance of their duties.

Triggering Event

The fact generating a loss for which insurance coverage is provided under this policy.

A set of triggering events having the same technical cause is combined into a single triggering event.

Valuables

Jewels, furs, cameras, audio or video devices and any other valuable item the price of which is equal to or greater than €300.

War

Any activity that results from the use, or attempted use, of armed forces between nations including civil war, revolution and invasion. War does not include Terrorist Acts.