



UCPA INDIVIDUAL/GROUP VACATION PACKAGE

GENERAL TERMS

Article 1. Subject

The purpose of these general terms is to establish the terms by which AXA Assistance will apply the assistance and insurance coverage purchased by the beneficiary either through the UCPA or directly from the Cabinet Jean Lafont firm, in connection with sports programs, in France or abroad, of a duration of no more than 60 consecutive days.

	Individual Vacation Package			Group policies		
	Vacation package	Without Cancellation	Short Visit	Policy 1	Policy 2	Policy 3
Cancellation insurance	X		X		X	X
Baggage insurance	X	X	X		X	X
Medical assistance coverage	X	X	X	X		X
Medical expense insurance coverage	X	X	X	X		X
Search and rescue coverage	X	X	X	X		X
Travel assistance coverage	X	X	X	X		X
Coverage of home assistance in France after repatriation	X	X	X	X		X
Legal assistance coverage	X	X	X	X		X
Insurance for "Interruption of trip" and "Reimbursement of ski lift pass"	X	X	X		X	X
Individual accident insurance	X	X	X	X	X	X

Article 2. Definitions

2.01 AXA Assistance / WE

INTER PARTNER Assistance
12 bis, boulevard des Frères Voisin
92130 Issy Les Moulineaux

2.02 Cabinet LAFONT

Insurance claims manager, except for "foreign medical expense" insurance
52 boulevard Clémenceau
66000 Perpignan

2.03 Beneficiary / insured

The natural person designated below by the term "you" and named on the registration form for the sports program.

2.04 Family members

Your legal or de facto spouse or any other person related to you by virtue of a contract for people in long-term relationships (PACS in France), your ascendants or descendants or those of your spouse, your mother-in-law, father-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces or those of your spouse.

They must be domiciled in the same country as yourself, unless otherwise stipulated in the policy.

2.05 Close relations

Any natural person designated by you, or one of your legal representatives.
This person must be domiciled in the same country as yourself.

2.06 Domicile

Your main usual place of residence.

It must be in France, another member country of the European Union, Switzerland, Liechtenstein or Norway.

2.07 France

Metropolitan France, the Principality of Andorra or of Monaco, or the Overseas Departments.

2.08 Foreign

Any country that is not your country of domicile.

For foreign medical expense insurance coverage, the Overseas Territories are, by convention, classified as foreign when you are domiciled in France.

2.09 Trip

A stay, package or cruise, reserved through a tour organizer, for which the dates, destination and cost appear on the registration form for the trip.

2.10 Territoriality

Coverage is granted for the entire world, unless otherwise stipulated in the policy.

2.11 Serious personal injury

A sudden change in health resulting from the abrupt action of an outside cause not intended by the victim, and reported by a competent medical authority, resulting in the dispensation of a prescription for medication for the patient and necessitating the cessation of all activities, professional or otherwise.

2.12 Serious illness

A sudden, unpredictable change in the health, reported by a competent medical authority and resulting in the dispensation of a prescription for medication for the patient and necessitating the cessation of all activities, professional or otherwise.

2.13 Serious physical disability

Accident or illness of an unpredictable nature that is liable to result, in the short term, in a severe deterioration of the condition of the victim if suitable care is not quickly provided.

The word accident shall be understood as: a sudden change in health caused by an abrupt, violent outside event that is independent of the will of the victim.

The word illness shall be understood to mean: a sudden, unpredictable change in the state of health as reported by a competent medical authority.

2.14 Medical team

An organization that is adapted to each individual case and defined by the AXA Assistance primary care physician.

2.15 Medical authority

Any person who holds a valid degree in medicine or surgery in the country where the initial event leading to the claim occurs.

2.16 Hospitalization

An unplanned stay of a duration greater than 24 hours, in a public or private health care establishment, that has been medically prescribed for the purposes of a medical or surgical treatment following a serious personal injury.

2.17 Damaged domicile

A domicile that has been materially damaged by more than 50% and rendered uninhabitable.

2.18 Deductible

The share of damages for which you must pay.

2.19 Initiating events

Serious personal injury, death or any event that justifies the intervention of AXA Assistance, as stipulated by the assistance and insurance coverage.

Article 3. Purchase

The coverage must be purchased no later than the day before the first day of application of the penalties provided for in the tour organizer's rate schedule or at the time of registration for the trip.

Article 4. Effective date and duration of coverage

All the sports programs held in France or abroad under the sponsorship of UCPA in the course of the year, counting from the date of purchase.

Programs held in foreign countries are covered for a maximum duration of 60 consecutive days.

4.01 Assistance coverage

The coverage takes effect on the date of departure and automatically ends on the date of return, indicated on the registration form for the trip, except in case of a transport delay, or unless otherwise expressly stipulated in the policy.

If you use a private mode of transportation to travel from your domicile to the place of the program, the assistance coverage will be effective as of the beginning date of the stay, and no sooner than 48 hours before that date. The coverage will cease automatically on the date of the end of the stay, and at most, 48 hours after that date.

4.02 Insurance coverage

Insurance coverage for “search and rescue expenses,” “foreign medical expenses,” “loss, theft or damage to luggage,” “Interruption of trip,” and “Individual accidents,” will take effect on the date of departure or of the beginning of the stay and will automatically cease on the date of return or of the end of the stay indicated on the trip registration form.

The insurance coverage for “Cancellation of trip” will be effective from the date of purchase of the present policy, and will automatically become void at the time of departure.

The dates of departure (00:00) and return (24:00) for the trip are those indicated on the registration form for the trip.

Article 5. Definition of coverage

Cancellation insurance

Individual Vacation Package policy, Short Visit Package and Group policies 2 and 3

5.01 Cancellation of trip

(1) Subject and amount of coverage

The coverage provides for the reimbursement of cancellation or travel modification fees, up to a limit of the amounts billed by the tour organizer, in application of the following rate schedule:

Coverage	Maximum coverage	Straight deductible
<u>Stay in France</u> Over 45 days from departure: 45 to 31 days from departure: 30 to 15 days from departure: 14 to 08 days from departure: Under 08 days from departure:	€20 per person 10% of price of trip 25% of price of trip 50% of price of trip 100% of price of trip	Straight deductible per person: 30 euros
<u>stay in Corsica</u> air transport over 31 days from departure: 30 to 15 days from departure: Under 15 days from departure:	€46 per person 75 % of price of trip 100 % of price of trip	
<u>stay in the DOM TOM and foreign countries:</u>		
Charter flight		
Over 31 days from departure: 30 to 15 days from departure: Under 15 days from departure:	€46 per person 75 % of price of trip 100 % of price of trip	
Regular flight/without transport		
Over 31 days from departure: 30 to 15 days from departure: 14 to 08 days from departure: Under 08 days from departure:	€46 per person 50 % of price of trip 75 % of price of trip 100 % of price of trip	
	- per person: 6,000 euros - per event: 30,000 euros	

(2) Coverage limitations

The insurer's liability is limited to indemnification of the cancellation fees due on the date of occurrence of the event leading to the application of the coverage, after deduction of any port and airport taxes, insurance premiums and handling costs (retained by the tour organizer and not reimbursed under the terms of this policy).

The amount of the indemnification may not exceed 6,000 euros per beneficiary or 30,000 for the same initiating event.

(3) Deductibles

A straight deductible of 30 euros per person is applicable to each case.

(4) Events generating claims

1. In case of serious personal injury, serious illness (including relapses, worsening of chronic or pre-existing conditions, as well as the complications or sequela of an accident occurring before purchasing the present coverage policy) or death:
 - Of yourself, or your legal or de facto spouse or any other person related to you by virtue of a contract for people in long-term relationships (PACS in France), your ascendants or descendant, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your mother-in-law, father-in-law, or legal guardian, regardless of their country of domicile.
2. In case of any contra-indication or sequela resulting from the mandatory vaccinations required for the trip.
3. In case of any substantial material damage, occurring at your domicile or place of work or your farming operation if you are the owner, renter or non-paying occupant, if more than 50% is destroyed and your presence on the premises is required on the day of departure in order to carry out the necessary conservation measures.
4. If you or your spouse should be laid off, provided the procedure had not yet been initiated on the date that you signed this policy.
5. In case of a clear, unpredictable complication of a pregnancy, occurring prior to the 28th week of amenorrhea, in case of miscarriage or therapeutic abortion, and their sequelae.
6. In case of pregnancy that was not yet detected at the time of registration for the trip and contra-indicating the trip due to its very nature.
7. If you are asked to attend a university makeup exam on a date that falls within the period of the trip, provided that you were unaware of the failure to pass the exam on the date of signature of the present policy.
8. In case you are hired onto a job or paid internship that is scheduled to begin before your return from the trip, if you were registered with the national employment agency (ANPE), but excluding cases of prolongation or renewal of your policy.
9. In case of a professional transfer obliging you to move before your return from the trip, provided that you were not aware of the transfer at the time of signing the present policy.
10. In case your application for a tourist visa is refused by the authorities of the chosen country for the trip, provided that there is no precedent of a request made and rejected by these authorities for a prior voyage.
11. In case of cancellation according to the terms of the present policy granted to one or more beneficiary of the present coverage and registered on the same registration form for the trip and resulting, by way of this cancellation, in forcing you to travel alone.

12. If you should decide to travel alone, because the person who was to share your hotel room has asked to cancel their trip in accordance with the conditions of the present policy, the coverage provides for reimbursement of your added hotel expenses incurred by this cancellation, up to the limit of the amount of indemnification that would have been paid to you in the event of your cancellation.
13. If it is impossible for you to go on the trip, but you are able to sell your place to another person, you can be reimbursed for the costs of changing the name of the beneficiary by the tour organizer.

(5) Declaration procedure

- **You, or one of your legal representatives, must notify the tour organizer immediately of your cancellation as soon as the covered event preventing your departure occurs.**
Indeed, the reimbursement made by AXA Assistance is calculated against the schedule of cancellation fees that are in effect on the date that the event resulting in cancellation is first reported.
- **You must notify Cabinet Lafont within five business days of learning of the event,** following the declaration procedures as described in article 8 of the "General Terms of Application".
- Your declaration must contain the following information:
 - Last name, first name, address,
 - Number of the UCPA registration,
 - Specific reason for cancellation (illness, accident, work-related problem, etc.).

If the reason for cancellation is either illness or a personal injury, you or your legal representatives should also submit a confidential letter to the Medical Director of AXA Assistance, within ten days of the event, containing the initial medical certificate specifying the date and nature of your illness or accident.

AXA Assistance will then send to you or to your legal representatives the report to be completed.

This completed report must be returned to AXA Assistance together with a copy of the policy and all of the documents requested in order to justify the cancellation and assess the amount of damages (registration form, original bill for cancellation fees, original tickets).

(6) Reimbursement

The reimbursement for the cancellation fees is sent directly to you or to your legal representatives, to the exclusion of any other natural or artificial person.

The costs for handling, visas, airport taxes and insurance premiums are not reimbursable.

(7) Exclusions

The exclusions that are common to all types of coverage, in article 6 of this policy, are applicable. In addition, cancellations are excluded if they are due to one of the following events or circumstances:

- **Events arising between the date of reservation for the trip and the date of signature of the present policy;**
- **Accidents or illnesses that have already been observed, treatments, relapses or hospitalizations occurring between the date of reservation for the trip and the date of signature of the present policy;**
- **Cancellations made by the transporter or tour organizer, regardless of the cause;**
- **States of depression, psychological, nervous or mental disorders, resulting in hospitalization less than or equal to three consecutive days;**
- **Abortions, their sequelae and complications;**
- **Aesthetic treatments, cures or in vitro fertilization;**
- **Cancellations resulting from periodic control and observation testing;**
- **Cancellations due to non-presentation, for any reason whatsoever, of the indispensable travel documents, except in the cases provided for by the present coverage;**
- **Delays in obtaining a visa.**

Baggage insurance

Individual Vacation Package policy, Short Visit Package, Goup policies 2 and 3, and Vacation package without cancellation.

5.02 Loss, theft or damage of baggage

(1) Subject

You will be reimbursed for material damages resulting from:

- The loss of your baggage by the transporter and/or during the transfers organized by the tour operator,
- The theft of your baggage,
- Total or partial destruction of your baggage occurring during the trip.

(2) Definitions

- **Baggage**

The travel bags, suitcases, trunks and their contents, **to the exclusion of the clothing items that you are wearing.**

Valuables and precious objects, as defined below, are included in the baggage:

- **Valuables**

Cameras and any photographic, radio, or audiovisual recording or reproduction equipment as well as their accessories, computer equipment and mobile telephone equipment, rifles and golf clubs.

- **Precious objects**

Jewelry, watches, furs, precious metal items, precious or semi-precious stones and pearls, if they are mounted in jewelry.

(3) Amount of coverage

The coverage provided by AXA Assistance, per beneficiary and per voyage comes to 765 euros.

Valuables and precious objects are only covered for 50% of their insured value.

(4) Deductibles

There is a 30 euro deductible per beneficiary, applicable to all policies.

(5) Initiating events

The following are covered:

(5.A) Loss or destruction of baggage or valuables, as long as they have been checked or duly handed over to the transporter or tour operator for the organized transport and transfers.

(5.B) Theft of baggage or valuables committed in conjunction with breaking and entering of a closed and locked vehicle and, under any circumstances, between 7:00 am and 9:00 pm (local time).

(5.C) In case of theft, the coverage is provided as long as the baggage and valuables are under your immediate supervision, in your room or in an individual locker.

(5.D) Precious objects are only insured against theft and only when they are worn by you or stored in the safe deposit box in your room or in the hotel.

(6) Declaration procedure

You must notify the Cabinet Lafont within five business days after the date your trip ends, in compliance with the declaration procedure as it is described in article 8 of the General Terms of Application, and provide proof of the value and existence of the baggage and related objects that have been stolen, lost or damaged.

Your declaration must include the following information:

- Last name, first name and address,
Number of the UCPA registration,
- The date, causes and circumstances of the claim,
- The original supporting documents.

You must also provide:

- In case of theft, the receipt showing that you filed a complaint with the competent local authorities within 48 hours of detecting the theft,
- In case of total or partial destruction, the report established by any competent authority or the party responsible for the damages or, failing this, by a witness,
- If the transporter or tour organizer's responsibility may be invoked, a report of your reservations concerning the transporter or tour operator, established together with the latter or their representatives.

Recovery of stolen or lost baggage

If all or part of the lost or stolen items are recovered, at any time, you must immediately notify AXA Assistance.

If the recovery occurs:

- **Before payment of the indemnity**, you must reclaim the objects. AXA Assistance is only obliged to pay an indemnity that corresponds to any damaged or expenses incurred, with the insurer's approval, for the recovery of these objects.
- **After payment of the indemnity**, you will have, from the date of recovery, 30 days to choose either to reclaim the object or to abandon all or part of the recovered objects. If you do not comply with this time period, the objects will become the property of AXA Assistance.

If you reclaim the objects, the payment will be adjusted in accordance with the condition of the recovered goods, to reflect their value at the time of recovery and the excess amount of the indemnity that you received and must return, if applicable. As soon as you recognize that a person is in possession of your stolen or lost goods, you must notify AXA Assistance within a period of eight days.

(7) Indemnification

Indemnification is sent exclusively to you or to your legal representatives.

The amount of the indemnity is calculated:

- On the basis of replacement cost, adjusted for depreciation, if the object is totally destroyed,
- On the basis of the cost of repair, limited to the cost of replacement, adjusted for depreciation, if the item has only been partially damaged.

(8) Exclusions

The exclusions that are common to all types of coverage, in article 6 of the present policy, are applicable.

In addition, the following are excluded:

- **Theft or damage of baggage occurring at the beneficiary's home;**
- **Cash, bank notes, stocks and securities of any kind, travel tickets, documents, business papers, magnetic cards, credit cards, passports and other identification papers;**
- **Professional equipment;**

- Perfumes, perishable goods, cigarettes, cigars, wine, alcohol and spirits and all food items in general;
- Les prostheses of any kind, equipment, eyeglasses and contact lenses, medical equipment, unless it is damaged at the time of a serious personal injury;
- Thefts committed without breaking and entry in any dwelling place that does not meet the following conditions: closed, covered and locked;
- Theft of any type or damage on campgrounds, in hangars, on private pleasure boats, in caravans or trailers;
- Car radios;
- Paintings, art and crafts objects, antiques and musical instruments;
- CDs, video games and their accessories;
- All sports equipment, except for rifles and golf clubs;
- Goods confided to third parties or left under the responsibility of third parties such as depositaries; however, baggage entrusted to a transporter or tour operator or hotel is not considered as goods confided to a third party;
- Theft or damage to baggage left unattended in a public place or in a location that is provided for the use of several occupants;
- Damage to a an inherent defect, normal wear and tear or that caused by rodents, insects or vermin;
- Damage due to the influence of temperature or light or resulting from leaking fluids, oil or grease, colorants, corrosive, inflammable or explosive materials included in the contents of the insured baggage;
- Damage resulting from scrapes, scratches, tears or stains;
- Damage to fragile objects, such as glassware, mirrors, porcelain, terra cotta, statues, ceramic, faience, crystal, alabaster, wax, stoneware, marble and all items of a similar nature, unless it is the result of a theft or attempted theft;
- Any damage done by your personnel in the exercise of their functions;
- Seizure, embargo, confiscation, capture, destruction or sequestration of goods ordered by any public authority.

Medical assistance coverage

Individual Vacation Package policy, Short Visit Package, Group policies 1 and 3, and Vacation package without cancellation.

5.03 Medical repatriation

In case of serious personal injury, the AXA Assistance physicians will contact the on-site attending physicians and make the most suitable decisions, depending on your condition, the information gathered and on medical necessity.

If the AXA Assistance medical team recommends repatriation, AXA Assistance will organize and pay for this procedure, solely according to the medical imperatives determined by its medical team.

The repatriation destination is:

- Either a nearby suitable health care facility,
- Or a hospital in a neighboring country,
- Or the hospital closest to your domicile.

If you are hospitalized in a health care facility outside of your home hospital system, AXA Assistance will organize your return following a medical report attesting to your improved state, and will take charge of transferring you to your domicile.

The means of repatriation may be a lightweight emergency vehicle, an ambulance, train, commercial airline or ambulance plane.

The ultimate choice of the place of hospitalization, the date and the need for accompaniment and the means to be used are entirely up to the AXA Assistance medical team.

The refusal of any solution proposed by the AXA Assistance medical team will result in cancellation of the coverage for personal assistance.

5.04 Repatriation of ill or injured minor beneficiaries

Following a serious personal injury that would prevent the minor beneficiary from practicing any sports or leisure activity, on the advice of the AXA Assistance medical team, and in the absence of an adult member of the family able to provide supervision on site, AXA Assistance will organize and pay for the minor's return to his or her domicile.

This coverage applies only when the serious personal injury preventing any sports or leisure activity occurs more than three days before the date of return initially scheduled, if the state of health does not in itself necessitate medical repatriation.

Accompaniment of the minor beneficiary is provided either by a member of the family or a close relation duly designated and authorized by the family, or failing the latter, by qualified personnel.

AXA Assistance will organize and pay for the round trip transportation tickets for this chaperone, as well as for their expenses (room, breakfast and taxi) incurred for this purpose.

AXA Assistance will assume the costs at a rate of 60 euros per day for a maximum of three consecutive days.

5.05 Visit by a close relative

If your state of health does not permit or does not necessitate repatriation and your hospitalization exceeds seven consecutive days (if the hospitalization is for more than 48 hours, if the prognosis for survival is in question, if the beneficiary is a minor or handicapped), AXA Assistance will pay for a round-trip ticket to enable a family member or close relation to visit you (a ticket for each parent, father and mother, if the patient is a minor).

AXA Assistance organizes and takes charge of the visit expenses (room, breakfast and taxi) incurred on behalf of this close relation.

AXA Assistance will assume the costs at a rate of 60 euros per day for a maximum of ten consecutive days, during the time of hospitalization.

5.06 Repatriation in case of death

AXA Assistance organizes and takes charge of the costs of repatriation of the body or ashes of the deceased beneficiary, from the place of death to the place of inhumation in the country of domicile, as well as the costs of post mortem procedures, casketing, and any transportation arrangements required.

The coffin expenses related to this organized transport will be paid up to a limit of 1,500 euros.

The expenses for a funeral, ceremony, local procession, inhumation or incineration are to be paid by the beneficiary's family.

The choice of companies participating in the repatriation process is at the exclusive discretion of AXA Assistance.

5.07 Return of beneficiaries

In the case of repatriation for serious personal injury or death, AXA Assistance will organize and pay for the return to domicile of the beneficiary family members or an unrelated person who accompanies you.

AXA Assistance will pay for a one-way economy class ticket on a plane or first class ticket on a train if the means initially provided for the return trip cannot be used or changed.

5.08 Replacement driver

In case of serious personal injury, if the beneficiary is unable to drive their own car or, in the case of death, if the vehicle remains on site, AXA Assistance will organize and pay for the assignment of a replacement driver to bring the vehicle back to the domicile by the most direct route.

This coverage is only granted if the following conditions are met:

- The beneficiary was driving the vehicle for the trip, in the capacity of owner or authorized user of said vehicle;
- No other person on site is able to replace him;
- The vehicle is stranded in a country contained on the international automobile insurance map;
- Written delegation of authorization to drive, as well as all the administrative documents for the vehicle (vehicle registration document, tax sticker, valid insurance certificate) must be submitted to AXA Assistance.

This coverage is granted if the vehicle:

- Is less than five years old,
- Is compliant with national and international vehicle regulations,
- Meets the mandatory safety inspection standards.

If not, AXA Assistance will organize and pay for a one-way ticket for a person who has been previously designated by the beneficiary, his family or other legal representatives, to go and claim the vehicle.

Expenses for tolls, parking, fuel or ferry crossings are not covered.

Expenses for hotels and restaurants for any passengers returned with the vehicle will be their own responsibility.

5.09 Psychological assistance by telephone

If there is a request for psychological assistance following a traumatic experience occurring abroad, as the result of an act of terrorism, civil or foreign war, riots or serious family events, AXA Assistance can refer you to a clinical psychologist for up to four telephone sessions for any given event.

If you wish, AXA Assistance can refer you to a psychologist close to your domicile in France, although the costs of these consultations will be at your own expense.

5.10 Advance on hospitalization expenses in France

If the beneficiary is hospitalized in France following a serious personal injury, AXA Assistance will proceed with advance payment of the hospitalization expenses up to an amount of 7,500 euros.

AXA Assistance reserves the right to ask the beneficiary or his legal representatives for a deposit check or an acknowledgement of debt equal to the amount of the advance.

The amounts advanced are reimbursed by debiting the beneficiary's bank card, unless the beneficiary agrees to reimburse the amount within a maximum of 30 days calculated from the date of issue of the request for reimbursement from AXA Assistance.

Legal proceedings will be started if the medical expenses are not reimbursed within the stipulated period.

Exclusions from medical assistance coverage

The exclusions that are common to all types of coverage, in article 6 of the present policy, are applicable.

In addition, the following are excluded:

- **Benign ailments or lesions that can be treated on site and that do not interfere with pursuing the trip;**
- **Convalescence, ailments under treatment and not yet healed and/or requiring further scheduled treatment;**
- **Pre-existing illness that has been diagnosed and/or treated, unless there is an unpredictable complication or worsening;**
- **Pregnancy, unless there is an unpredictable complication, and in any case after the 28th week of amenorrhea;**
- **Outcome of pregnancy: childbirth, caesarean section, neonatal care;**
- **Abortions, either elective or therapeutic;**
- **Travel engaged in for purposes of diagnosis and/or treatment, medical checkups, preventive screening;**
- **Amateur practice of aerial sports, defensive sports or combat sports;**
- **The consequences of failure or impossibility of obtaining immunizations.**

Medical expense insurance coverage

Individual Vacation Package policy, Short Visit Package, Group policies 1 and 3, and Vacation package without cancellation.

5.11 Foreign medical expenses

(1) Subject of coverage

You are covered for reimbursement of the costs of medical treatment prescribed by any medical authority in a foreign country as a result of a serious personal injury that occurred and was reported in that foreign country during your travels.

Expenses covered:

The costs of medical visits, consultations, pharmacy, nursing care, medical and surgical hospitalization, including medical and surgical fees, and in general, any medical or surgical expenses related to your condition.

This coverage is granted only under the following conditions:

- The coverage is only applicable to expenses that have been approved by the AXA Assistance medical team, as formally indicated by the issue of a case number to you or any person acting on your behalf as soon as the validity of your request has been established;
- In case of hospitalization, except in cases of *force majeure*, AXA Assistance must be notified of the hospitalization within the 24 hours after the date indicated on the hospitalization certificate;
- You must accept any change of hospital facility recommended by the AXA Assistance services;
- In any case, the physician assigned by AXA Assistance must be able to visit you and have free access to your medical records, in strict conformance with the ethical practices;
- The coverage automatically ends on the date that AXA Assistance proceeds with your repatriation.

(2) Amount of coverage

AXA Assistance provides coverage for each beneficiary and for each trip in amounts of up to 75,000 euros; however, expenses for emergency dental care are limited to 300 euros.

A deductible of 30 euros is applicable to all cases. AXA Assistance only provides complementary assistance to the coverage provided by the health insurance fund and/or any other individual or group protection scheme to which you adhere.

(3) Terms of application

If you are covered by the French Social Security System, AXA Assistance recommends that you obtain your European Health Insurance Card, available at Social Security offices, in order to have access to the services offered by the Social Security system when you are traveling in another European Union country.

Constitution of the file

3.1 When you have paid your own medical expenses, you need to send the following information and documents:

- The nature, circumstances, date and place where the serious personal injury occurred, necessitating the payment of medical expenses on site;
- A copy of any prescriptions that were written;

- A copy of the bills for all medical expenses incurred;
- The original forms and/or detailed breakdowns of any insurance program or paying agency concerned;
- The references of any insurance program and French or foreign agencies that provide you with other coverage, indicated their names, the address of the manager, the coverage and file numbers;
- In case of accident, the name and address of the person responsible and, if possible, of witnesses, as well as an indication of whether a statement or written report was established by the agents of the authorities;
- In general, any items that help establish a precise assessment of the actual costs that remain at your expense;
- In addition, you must send, in a confidential letter addressed to the Medical Director of AXA Assistance, the initial medical certificate that specifies the nature of the accident or illness and any other certificates that AXA Assistance might request from you.

If the paying agencies that cover you do not cover the hospitalization costs incurred, AXA Assistance will reimburse you for these expenses up to the limit of coverage, provided that you submit:

- The original bills for the medical and surgical procedures,
- The statement of refusal to pay issued by the paying agency.

3.2 When AXA Assistance intervenes by advancing funds in order to pay your medical expenses during hospitalization:

- AXA Assistance intervenes only if you have been granted the present coverage and provided that the hospitalization has been deemed necessary by its own medical team;
- The payment for hospital expenses is made directly by the services of AXA Assistance to the hospital facility concerned;
- In order to protect its subsequent rights, AXA Assistance reserves the right to ask you or your legal representatives either for an imprint of your bank card or a deposit check or an acknowledgement of debt, limited to the amount of the advance;
- AXA Assistance will send you the requests for reimbursement of the advances for hospitalization costs that were granted, along with the supporting documents;
- AXA Assistance only provides complementary assistance to the coverage provided by the health insurance fund and/or any other individual or group protection scheme to which you adhere;
- You must quickly complete the necessary procedures with your health insurance program or any other complementary individual or group protection scheme and/or that serves as an insurance policy for indemnity;
- You must repay to AXA Assistance, by check made out to the order of AXA Assistance, any funds that you have received as an advance payment from the insurer;
- If these other agencies should refuse to cover the costs, you must return the letter of refusal to AXA Assistance, along with the original bills. The amount of the expenses not reimbursed by your payment agencies will be covered by AXA Assistance;
- If you should fail to present the original breakdown of the reimbursement, or if applicable the letter of refusal, from the health insurance program or any other agency, you are liable to AXA Assistance for the entire amount advanced and you must reimburse the entire amount within a period of 60 days, counting from the issue date of the requests for repayment from AXA Assistance. This obligation is applicable even if you have initiated procedures for reimbursement from the social agencies to which you are assigned.

(4) Payment for medical expenses

AXA Assistance will indemnify 100% of the actual costs remaining at your expense up to the limit of the ceiling defined above, after the deductible and as a complement to the indemnities or services of the same type paid by the health insurance program or any other individual or group protection scheme that is complementary and/or serves as an insurance policy, and distributed in proportion to the expenses paid by each contributing party.

AXA Assistance will indemnify you only after receiving your complete file.

(5) Exclusions

The exclusions that are common to all types of coverage, in article 6 of the present policy, are applicable.

In addition, no advance, reimbursement, or payment will be granted for expenses:

- Incurred in the beneficiary's country of domicile;
- Incurred in the Overseas Departments by beneficiaries residing in metropolitan France or Monaco;
- Incurred in metropolitan France or Monaco by beneficiaries residing in an Overseas Department;
- For vaccinations, medical checkups or screenings for preventive purposes;
- Incurred for a pre-existing illness diagnosed and/or treated before the departure, or by an accident that occurred before the departure, except for those resulting from a complication or clear and unpredictable worsening;
- Incurred by convalescence or illnesses under treatment and not yet healed and/or necessitating subsequent scheduled treatment;
- For prostheses, devices, eyeglasses and contact lenses;
- For contraception and sterility treatments;
- For pregnancy, except for unpredictable complications, and in any case, after the 28th week of amenorrhea;
- For childbirth and neonatal care;
- For elective abortions or amniocentesis;
- For treatments and surgical procedures of an aesthetic nature that are not occasioned by an accident;
- For cures or long-term stays in rest homes or rehabilitation facilities;
- Incurred as a result of the amateur practice of aerial sports, defense sports or combat sports;
- Incurred in the course of travel for diagnostic or treatment purposes.

Search and rescue coverage

Individual Vacation Package policy, Short Visit Package, Group policies 1 and 3, and Vacation package without cancellation.

5.12 Search and rescue expenses

(1) Subject of the coverage

You are covered for reimbursement of the costs of search and rescue operations necessitated by an intervention, on public or private property, by teams belonging to duly authorized companies equipped with all the necessary means in order to locate you and evacuate you to the nearest suitable reception center.

(2) Amount of coverage and limitations

The coverage is limited to an amount of 15,000 euros per beneficiary and per event.

This coverage takes effect as a complement to or after exhaustion of any similar coverage that you may have from any other sources.

(3) Declaration procedures

You, or any person acting on your behalf, must notify AXA Assistance within five business days after the date of the end of your trip, in compliance with the declaration procedures as described in article 8 of the "General Terms of Application".

Your declaration should include the following information:

- Last name, first name and address,
- Number of the UCPA registration,
- Policy number,
- Date, causes and circumstances of the incident,
- Original supporting documents.

(4) Exclusions

The exclusions that are common to all types of coverage, in article 6 of the present policy, are applicable.

Travel assistance coverage

Individual Vacation Package policy, Short Visit Package, Group policies 1 and 3, and Vacation package without cancellation.

5.13 Information and medical advice

At your request, the AXA Assistance medical team will provide you with information and medical advice, seven days a week and 24 hours a day. It provides all types of general information.

- On one or more medications:
 - Generic,
 - Side effects,
 - Counter-indications,
 - Drug interactions,

- In the following subject areas:
 - Vaccinations,
 - Diet,
 - Living hygiene,
 - Food,
 - Travel preparations.

The physician's intervention is limited to providing objective information.

The purpose of the service should not under any circumstances be construed as the provision of a personal medical consultation by telephone or as encouragement for self-medication. If such were requested, AXA Assistance would advise you to see your regular attending physician.

5.14 Anticipated return

In case of an unexpected event arising during your travels and requiring you to return to your home earlier than planned, AXA Assistance will organize and pay for one of the following services:

- Either your return trip and that of the beneficiaries who are either members of your family or accompanying you,
- Or a round-trip ticket for you.

The following unexpected events are covered:

- Serious personal injury in which the prognosis for survival is in question (in the opinion of the AXA Assistance medical team), or death:
 - Of your spouse, legal or de facto, or of any person with whom you are joined by a PACS (French contract for people in long-term relationship), your ascendants or descendants, brothers, sisters, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or legal guardian residing in your country of domicile,
- Unplanned hospitalization of a minor child that stayed at home,
- Serious material damages necessitating your indispensable presence in order to complete the required formalities on the site of your:
 - Primary residence,
 - Your farm,
 - Your business premises.

5.15 Sending medications abroad

If it is impossible to find the indispensable medicines locally, or an equivalent, that were prescribed before your departure by your attending physician, we will search for them in your country of domicile.

If they are available, we will send them as quickly as possible, provided there are no constraints imposed by local legislation and that the means of transport are available.

This coverage is granted on an occasional basis. Under no circumstances may it be granted for long-term treatments that would require regular shipments, or for immunization requests.

The cost of the medicines and any customs duties are at your own expense.

You must agree to reimburse the advanced amounts according to the terms defined in article 8 of the General Terms of Application for the present policy.

Coverage of home assistance in France after repatriation

Individual Vacation Package policy, Short Visit Package, Goup policies 1 and 3, and Vacation package without cancellation.

5.16 Educational support

When the attending physician considers that the child beneficiary's state of health requires staying at home and that this results in absence from school for more than 15 consecutive days, AXA Assistance will seek and pay for one or more tutors.

This support is intended for children enrolled in school in France in a French educational establishment for the purpose of attending courses, from the elementary to the end of secondary levels.

The tutor(s) will instruct the child in the main subject areas: French, Mathematics, History, Geography, Physics, Biology, and languages.

Only the tutors' fees will be covered for all the subject areas, up to a limit of three hours per day over a maximum period of eight weeks.

These courses will be dispensed as of the 16th day of the child's confinement at home during the current school year, excluding public holidays and school vacation periods.

This coverage is only applicable:

- **If your domicile is located in France,**
- **If your medical repatriation following a serious personal injury was organized by the services of AXA Assistance,**
- **The request is made within five days of returning to your domicile.**

Legal assistance coverage

Individual Vacation Package policy, Short Visit Package, Goup policies 1 and 3, and Vacation package without cancellation.

In foreign countries, following an involuntary infraction of the laws and regulations in force that you may have committed and for acts not qualified as criminal, AXA Assistance intervenes, on your request and in writing, if legal proceedings are engaged against you.

This coverage is not applicable to events that are connected with your business activities.

5.17 Advance of bail

AXA Assistance will proceed with advancing bail required by authorities to free you or enable you to avoid incarceration up to a maximum of 8,000 euros per event.

This advance will be made via an attorney on site.

You must reimburse AXA Assistance for this advance:

- As soon as the bail is returned in case of dismissal or acquittal,
- Within 15 days of the legal decision becoming applicable in the case of conviction,
- In all circumstances, within a period of 90 days counting from the date of payment of the advance.

You must agree to reimburse the amounts advanced according to the terms defined in article 8 of the "General Terms of Application" of the present policy.

5.18 Attorney's fees

AXA Assistance will pay for local attorneys' fees in amounts up to a maximum of 1,500 euros per event.

Insurance for "Interruption of trip" and "Reimbursement of ski lift pass"

Individual Vacation Package policy, Short Visit Package, Goup policies 2 and 3, and Vacation package without cancellation.

5.19 Interruption of trip

(1) Subject of coverage

This coverage is provided as compensation for the material loss resulting from an interruption of your trip due to your medical repatriation organized by the services of AXA Assistance under the terms of risks 5.03 and 5.04, following a serious personal injury occurring during your trip.

(2) Amount of coverage

You will be indemnified for the services purchased and not used as a result of the interruption of your stay (programs, packages).

This indemnification is calculated from the day following the complete release of all the insured services, and it is in proportion to the number of days of the stay not used.

For air-only flights, the indemnity concerns your tickets purchased from the subscriber and not used. This indemnity will be limited to 50% of the price, including taxes, of the tickets.

You will be indemnified for an amount of up to 6,000 euros per beneficiary, and a total of 30,000 euros for a given initiating event.

(3) Declaration procedure:

- **You, or one of your legal representatives, must submit to the Cabinet Lafont, within five business days of the date of the end of your trip,** your claim declaration of the interruption of your trip and the reasons for this claim, in compliance with the declaration procedure as described in article 8 of the "General Terms of Application".
- Your declaration must include the following information:
 - Your last name, first name and address,
 - Number of the UCPA registration,

- Exact reason for the interruption,
- Name of your travel agency,
- A confidential letter to the AXA Assistance Medical Director, containing the initial medical certificate indicating the date and nature of the serious personal injury, or depending on the case, the death certificate, police report, expert's report or subpoena.

Thereafter, you or one of your legal representatives must submit to the Cabinet Lafont, either directly or through your travel agency:

- The original of the initial paid bill returned at the time of registering for the trip,
- The original unused, non-refundable tickets from the tour organizer and/or their service provider.

(4) Exclusions

The exclusions that are common to all types of coverage, in article 6 of the present policy, are applicable.

5.20 Reimbursement of ski lift passes

(1) Subject of the coverage

If you are unable to ski following a serious personal injury that has been medically reported, and you are immobilized for a period of more than three days, AXA Assistance will reimburse you for the cost of your unused ski lift passes.

(2) Amount of coverage

This reimbursement may be for an amount of up to 300 euros per program, counting from the day following the initiating event and depending on the number of days remaining in the stay, with a maximum amount per person and per event.

(3) Declaration procedure:

- **You, or one of your legal representatives, must submit to the Cabinet Lafont, within a period of five business days following the date of the end of your trip**, the declaration of your claim for the interruption and the reasons for it, in compliance with the declaration procedure as described in article 8 of the "General Terms of Application".
- Your declaration must include the following information:
 - Your last name, first name and address;
 - Number of the UCPA registration,
 - Exact reason for the interruption;
 - Name of your travel agency;
 - A confidential letter to the AXA Assistance Medical Director, containing the initial medical certificate indicating the date and nature of the serious personal injury;
 - The original of the initial paid bill returned at the time of registration for the trip, showing this registration date and the validity dates for the coverage;
 - The original of the bill for the unused ski lift passes.

(4) Exclusions

The exclusions common to all the coverage and to the medical assistance coverage in particular are applicable.

Individual accident insurance

Individual Vacation Package policy, Short Visit Package, Goup policies 1, 2 and 3, and Vacation package without cancellation.

5.21 INDIVIDUAL ACCIDENT INSURANCE

DEFINITIONS

Insured

Each person who purchases the present coverage by way of its connection with the UCPA.

Beneficiary

In case of death of the insured, the beneficiary is, unless otherwise stipulated in writing by the insured or the underwriter, the insured's surviving spouse, if there is no legal separation or divorce, or otherwise the insured's children or else the legal representatives.

For all types of coverage, the beneficiary is the insured himself, unless otherwise stipulated in writing by the insured or the underwriter.

Accident

Any unintentional physical injury incurred by the Insured and resulting from a sudden, external cause.

Group: 10 or more persons who adhere to the same insurance policy for the same sports program for a definite duration.

Family: the policy holder, his legal or de facto spouse, or any person linked to him by a PACS (contract for people in long-term relationship), his ascendants or descendants or those of his spouse, living under the same roof and registered together for the sports programs at the same UCPA center.

COVERED ACTIVITIES

The coverage mentioned above applies to the damage incurred in the course of or on the occasion of the activities supervised by the UCPA.

CONTRACTUAL INDEMNITIES COVERED

When the insured is the victim of an accident occurring during the covered activities, the insurer will pay the following indemnities:

- In case of death (or of legally declared disappearance) occurring within a period of 12 months following the accident, payment to the heirs of the insured of the amounts set below, after deduction, if applicable, of the indemnities already paid for permanent disability.
- In case of permanent disability, payment to the insured of a lump sum equal to:
 - In case of total disability, the amount set below;
 - In case of partial disability, the amount to be determined by applying to this amount the insured percentage of disability, calculated according to the applicable schedule for compensation for work-related accidents.

A percentage of disability less than 10% does not entitle the insured to any indemnity.

The coverage in case of death or permanent disability ends on the last day of the year of insurance coverage in which the insured reaches the age of 75.

TERMS OF APPLICATION

TERMS OF APPLICATION 1

– EXCLUSIONS

In addition to the exclusions mentioned elsewhere in the policy, coverage is excluded for accidents resulting from:

- **Participation in competitions involving the use of motor vehicles, and the trials for these competitions;**
- **The use of an aerial locomotion device other than in the capacity of a passenger in aircraft operated by companies authorized for public passenger transport.**

Coverage extends to the damages incurred in the course of physical activities practiced under the supervision of the UCPA, regardless of the activity.

TERMS OF APPLICATION 2

– THE INSURED'S OBLIGATIONS IN CASE OF A CLAIM

In case of a claim, the insured who is the victim of a physical accident must, in addition to the declaration, submit to the insurer a detailed medical certificate indicating the nature of the injuries and their likely consequences.

He must enable the physicians, agents and representatives of the insurer to verify his condition. If he should refuse without offering a valid reason, the insured runs the risk of losing his rights to the claim in question.

The knowing use of incorrect documents or information by the insured or his beneficiaries for the purpose of misleading the insurer with regard to the causes, circumstances or consequences of the claim will result in the loss of all rights to the claim.

TERMS OF APPLICATION 3

– EXPERTISE

In case of disagreement about the occurrence, causes and consequences of the claim, each party shall designate a physician. If the latter cannot come to an agreement, they shall designate a third physician as arbiter.

If any of the parties should fail to name a physician or if the two physicians should fail to agree on the choice of a third physician, this designation shall be made by the presiding judge of the court of first instance of the insured's domicile.

Each party shall pay the fees of their respective physicians and, if applicable, those of the third physician and the costs incurred by this appointment.

TERMS OF APPLICATION 4

– AMOUNT OF BASIC COVERAGE OF CONTRACTUAL INDEMNITIES IN EUROS

- Death: 10,000 euros,
- Partial or total permanent disability: 10,000 euros X rate of disability,
- Medical expenses: not covered,
- Inability to work due to accident: not covered.

The insurers' commitment may not exceed the amount of 1,524,000 euros for the total of damages resulting from the same given event, regardless of the number of victims.

TERMS OF APPLICATION 5

– CONTRACTUAL INDEMNITIES AND CIVIL LIABILITY ARE NOT CUMULATIVE

If the accident involves both the **Contractual Indemnities** coverage and the **Civil Liability** coverage for the benefit of the same victim, the latter will receive only, **without any possibility of accumulation**, the highest of the two indemnities resulting from one or the other coverage, with the initial payments made for either of them contributing to the total payment.

If the accident does not involve the **Civil Liability** coverage, the victim will receive only the indemnity provided for in the **Contractual Indemnities** coverage.

– DECLARATION BY THE INSURED

The underwriter agrees to make available to the insurers a list of the insured before the start of their activities session, by any means agreed upon between the parties, and to pay the corresponding premium to the insurer each month.

– DURATION OF COVERAGE

The coverage applies to damages occurring after the date that the present policy enters into effect and during the session of activities supervised by the UCPA.

The rate conditions for policy adherence are as follows:

- For all activities recognized and practiced **exclusively under the supervision of the UCPA**,
- Regardless of the age of the insured.

The underwriter recognizes having read and understood the "Freedom and Information Technology" clause that appears on the 9.01 article.

Article 6. Exclusions common to all the above-mentioned coverage

Consequences and/or events are excluded and may not be used as a pretext for our intervention, nor be subject to any indemnification, under any circumstances, if they result from the following:

- The abuse of alcohol (blood levels of alcohol above those specified by the legislation in force), the use or consumption of medications, drugs or intoxicants without a medical prescription;
- A deliberate act or willful misconduct on your part;
- Participation as a competitor in a competitive sport or rally that is aimed at achieving a national or international ranking and organized by a sports federation which has been licensed, as well as training for such competitions;
- Professional practice of any sport;
- Participation in competitions or tests of endurance or speed as well as the preparatory trials for such events, using any mechanical device for locomotion on land, air or water;
- The consequences of non-compliance with the recognized safety rules associated with the practice of any leisure sports activity;
- Voluntary non-observance of the regulations of the country you are visiting, or the practice of any activities that are not authorized by the local authorities;
- Official prohibition, seizure or compulsion by law enforcement authorities;
- Civil or foreign wars, riots or popular movements, lock-outs, strikes, attacks, terrorist acts or attacks, piracy, storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other catastrophes, atomic core meltdowns, machinery explosions or the effects of nuclear radiation;
- Epidemics, the effects of pollution and of natural disasters, as well as their consequences;

Article 7. Restrictive conditions of application

7.01 Liability

AXA Assistance may not be held liable:

- For any type of professional or commercial damages that you might sustain following an event that necessitated the intervention of AXA Assistance.
- For any possible consequences of delays, interference or professional misconduct of the service provider contacted.

AXA Assistance cannot be substituted for any local or national emergency assistance or search agencies and will not assume any expenses incurred by their interventions, unless otherwise stipulated in the policy.

o Exceptional circumstances

AXA Assistance agrees to mobilize all the means of action at its disposal to provide all of the coverage provided for in the policy.

However, it is mutually understood by the parties that the commitment by AXA Assistance relies on an obligation of means and not of results, in view of the context in which AXA Assistance could be led to provide its services.

In this light, we cannot be held responsible for any non-performance or delays occasioned by civil or foreign wars, declared or undeclared, troop mobilization, requisitioning of men or equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strikes, riots, popular uprisings, restrictions on the free circulation of goods or persons regardless of the competent authority imposing them, natural disasters, the effects of radiation, epidemics, any risks of infection or chemicals, or any case of *force majeure* rendering the execution of the policy impossible.

• General conditions of application

o For assistance coverage

(1) Prior approval

You must obtain the prior approval of AXA Assistance before undertaking any action or committing to any expenditure. This prior consent is formalized by a file number that will enable you to receive the coverage described in the present policy and to ask for reimbursement of the expenditures you have made.

(2) Effect of coverage

- AXA Assistance intervenes under the conditions set by national and international laws;
- You must comply with the solutions recommended by AXA Assistance;
- AXA Assistance reserves the right, prior to any intervention by its services, to verify the actual occurrence of the covered event and the merit of the claim you have made.

(3) Intervention procedures

In case of an emergency requiring the intervention of AXA Assistance, requests should be made directly:

- By telephone: **+ 33 (0)1 55 92 21 73**
- By fax: **+ 33 (0)1 55 92 40 69**
- By telegram:

AXA Assistance
12 bis, boulevard des Frères Voisin
92130 Issy-Les-Moulineaux

(4) Provision of transport tickets

If AXA Assistance organizes and pays for a transport ticket in execution of the present policy, you must agree to:

- Either reserve for AXA Assistance the right to use your initially acquired transport ticket;
- Or repay AXA Assistance the reimbursement that you have obtained from the tour organizer who issued this travel document.

Repatriations organized and paid for by AXA Assistance are:

- Either by air, in economy class;
- Or by train, in first class.

(5) Payment for accommodations

The costs of accommodations covered by the present policy must be stated in a bill issued by a hotel establishment.

No other lodging solution chosen can be covered by any reimbursement.

(6) Procedure for reimbursement of expenses incurred according to the terms of assistance coverage

Reimbursement for the expenses you have incurred can only be made on presentation of the original supporting documents accompanied by a case number that formalizes the prior approval granted by AXA Assistance.

Your correspondence should be sent to:

**AXA Assistance
Service Gestion des Règlements
12 bis Boulevard de Frères Voisin
92130 Issy-Les-Moulineaux**

o For insurance coverage

Procedures for declaration of a claim according to the terms of insurance coverage

At the risk of forfeiting your coverage, except in case of fortuitous circumstances or *force majeure*, you must notify the Payment Management Department (Service Gestion des Règlements) of the Cabinet LAFONT AXA Assistance and make your claim declaration, accompanied by all the supporting documents **within five business days after the event initiating the claim**.

You must make your declaration:

AS A FIRST PRIORITY online, at the web site:

<http://www.cabinet-lafont-ucpa.com/declarerunsinistre.asp>

Or by fax at +33 (0)4.68.35.11.05

Or by registered letter with acknowledgement of receipt

Or by telephone at +33 (0) 825.080.003

This declaration should be sent to:

Cabinet LAFONT

Service UCPA

52, Boulevard Clemenceau - 66000 PERPIGNAN

Beyond this deadline, if AXA Assistance should sustain any prejudice of any kind as a result of your late declaration, you will lose any right to any indemnities.

Any declaration that doesn't conform to the stipulations provided for in the insurance coverage will result in the forfeit of any rights to reimbursement.

If necessary, the claims manager reserves the right to ask you to undergo, at his expense, a medical examination, by registered letter with acknowledgement of receipt.

AXA Assistance reserves the possibility, if necessary, to claim additional documents.

○ **Making an advance available**

✓ If, during your travels abroad, you should ask AXA Assistance to intervene by making an advance of funds as provided for in the terms of the present policy, AXA Assistance may proceed as follows:

- Either by paying directly for the expenses incurred;
- Or by making an advance amount available in the local currency.

The advance will only be made for the actual amount of the expenses, up to the limit of the amount indicated in the 5.10 and 5.11 articles.

✓ In order to protect its future rights, AXA Assistance reserves the right to request, prior to granting any advance, for financial guarantees for an equivalent amount:

- Either by debiting your bank card,
- Or by making a record of your bank card number,
- Or by a deposit check,
- Or by a formal acknowledgement of debt (IOU).

✓ If your account linked to your bank card has not been debited by the AXA Assistance services for the amount of the advance you have received, you will have a period of 30 days (this deadline is extended to 60 days for reimbursement of advances made for "medical expenses in foreign countries") in order to reimburse AXA Assistance for the amounts due.

After this deadline, AXA Assistance reserves the right to engage any legal proceedings for recovery it deems necessary, and to increase the amount claimed by the legal interest rate in force.

• **Legal framework**

○ **Law on freedom and information technology**

Within the scope of its quality control of services rendered, telephone conversations between beneficiaries and the services of AXA Assistance may be recorded.

In compliance with articles 32 and following of the French law no. 78-17 of 6 January 1978, modified with respect to information technology, files and freedom, the beneficiary is informed that any personal data collected during his calls are indispensable to the implementation of the assistance services defined in the present general terms.

Failure to respond will result in the forfeit of the coverage provided for in the policy.

This information is intended for internal use by AXA Assistance, as well as by persons who may be led to intervene and may be charged with passing along, managing and executing the policy, within the limits of their respective roles.

As a result, the data could be transferred to the country where the beneficiary is located at the time of his request.

The beneficiary has the right to access and correct any data that concerns them, by going to the Legal Department (Service Juridique) of AXA Assistance, 12 bis boulevard des Frères Voisin – 92130 Issy-les-Moulineaux.

- **Subrogation**

AXA Assistance is subrogated in the rights and actions of any natural or artificial person who is a beneficiary in whole or in part of the insurance coverage and/or assistance referred to in the present policy, against any third party who is responsible for the event that resulted in the intervention for the amount of expenses incurred by them in the execution of the present policy.

- **Period of limitations**

Any actions arising out of the present policy are limited to a period of two years from the date of the event which gave rise to it, according to the conditions defined in articles L114-1 and L114-2 of the Insurance Code.

- **Settlement of disputes**

Any dispute referring to the present policy and that has not been settled by a mutual agreement between the parties will be taken to the competent jurisdiction.
