

GENERAL & SPECIAL  
CONDITIONS

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# INSURANCE LOISIRS CONFORT



Insurance made easy.

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**In case of legal problems with this contract, only the French version will be taken into consideration.**

## POLICY No. 14073

- MULTIRISK Option
- CANCELLATION Option
  
- SPORTS AND LEISURE Option
- PRICE GUARANTEE Option

THE ADMINISTRATIVE MANAGEMENT OF THIS POLICY IS DELEGATED TO APRIL INTERNATIONAL VOYAGE, A SOCIETE ANONYME (FRENCH PUBLIC LIMITED COMPANY) WITH A SHARE CAPITAL OF €516,500, AN INSURANCE INTERMEDIARY, REGISTERED:

- AT THE PARIS REGISTRY OF TRADES AND COMPANIES UNDER THE NUMBER: 384 706 941
- WITH ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER THE NUMBER: 07 028 567 (WWW.ORIAS.FR).

APRIL INTERNATIONAL VOYAGE IS SITUATED AT 26, RUE BENARD, 75014 PARIS, FRANCE.

APRIL INTERNATIONAL VOYAGE IS SUBJECT TO THE AUTORITE DE CONTROLE PRUDENTIEL ET DE RESOLUTION (ACPR - FRENCH PRUDENTIAL SUPERVISORY AUTHORITY), SITUATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

YOUR POLICY COVER, WITH THE EXCEPTION OF COVER FOR ASSISTANCE, IS REGULATED BY THE FRENCH INSURANCE CODE.

YOUR POLICY CONSISTS OF THESE GENERAL CONDITIONS TOGETHER WITH YOUR POLICYHOLDER CERTIFICATE. THE COVER YOU HAVE CHOSEN FROM THE TYPES OF COVER DESCRIBED BELOW IS SPECIFIED IN YOUR POLICY CERTIFICATE, ACCORDING TO WHICH OPTIONS YOU HAVE TAKEN OUT AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

**PLEASE READ YOUR GENERAL CONDITIONS CAREFULLY. THEY SET OUT OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND ANSWER YOUR QUESTIONS.**

## IMPORTANT

In the event of a Claim requiring a cancellation, you must cancel your booking with your travel operator as soon as you become aware of it.

To be entitled to the "Holiday Cancellation" cover or any of the other Insurance benefits of this policy, you must send us your notice of claim within five working days following the occurrence of the event to:

APRIL International Voyage  
Client Management Department  
TSA 10778  
92679 COURBEVOIE CEDEX  
Tel: +33 1 73 03 41 01  
E-mail : [indemnisation@aprilvoyage.com](mailto:indemnisation@aprilvoyage.com)

To be entitled to assistance cover under this policy, it is **ESSENTIAL** that you first contact the public emergency services and then contact EUROP Assistance prior to any intervention or personal initiative in order to obtain an incident number which will be needed for us to bear the expenses of providing assistance.

Your policy: **14073**

EUROP Assistance 24/24, 7/7

Telephone number from France: **01 41 85 22 55**

Telephone number from abroad: **+33 1 41 85 22 55**

## TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

### MULTIRISK

BENEFITS	AMOUNTS INCL. TAX maximum per person
<b>Cancellation of trip</b> <ul style="list-style-type: none"><li>Illness, accident or death ↳ <i>Excess</i></li><li>Cancellation in all proven cases</li><li>Cancellation in the event of terrorist attack or natural disaster occurring at your destination</li><li>Cancellation in the event of insolvency of the airline company</li><li>Cancellation in the event of strike by the airline company's personnel</li></ul>	<ul style="list-style-type: none"><li>€16,000 per person and €40,000 per event</li><li>No excess</li><li>Excess of 10% of the amount of cover with a minimum of €50 per person</li></ul>
<b>Missed flight</b> <ul style="list-style-type: none"><li>Payment of the cost of a new air ticket where departure is within 24 hours</li></ul>	<ul style="list-style-type: none"><li>Maximum of 50% of the total price of your package or 80% of the total price of your flight only</li></ul>

<b>Flight delay greater than 4 hours</b>	
<ul style="list-style-type: none"> <li>• On a scheduled return flight</li> <li>• On an outward bond charter flight</li> </ul>	<ul style="list-style-type: none"> <li>• Flat-rate payment of 10% of the travel cost with a maximum of €250</li> </ul>
<b>Luggage and personal belongings</b>	
<ul style="list-style-type: none"> <li>• Theft, total or partial destruction during handling by a transport company</li> <li>• Valuable items <ul style="list-style-type: none"> <li>↳ <i>Excess applicable solely in the event of damage to cases</i></li> </ul> </li> <li>• Costs of replacing identity documents</li> <li>• Delay of more than 12 hours in the delivery of luggage</li> </ul>	<ul style="list-style-type: none"> <li>• €2,000 per person and €10,000 per event</li> <li>• 50% of amount covered</li> <li>• €50 per case</li> <li>• €150 per person</li> <li>• Flat-rate payment of €150 per person</li> </ul>
<b>Interruption of trip</b>	
<ul style="list-style-type: none"> <li>• Due to an enforced early return</li> <li>• Due to medical repatriation</li> </ul>	<ul style="list-style-type: none"> <li>• Prorata basis</li> <li>• Voucher of a value equal to the cost of the original journey, valid for 1 year</li> </ul>
<b>Personal accident whilst travelling</b>	
<ul style="list-style-type: none"> <li>• Payment in the event of death or permanent invalidity</li> </ul>	<ul style="list-style-type: none"> <li>• €7,500 maximum per person and €70,000 maximum per event</li> </ul>
<b>Personal civil liability whilst abroad</b>	
<ul style="list-style-type: none"> <li>• Physical injury, material and consequential loss and damage <ul style="list-style-type: none"> <li>↳ <i>Excess</i></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• €1,000,000 maximum per event</li> <li>• €75 per claim</li> </ul>
<b>Enforced stay Abroad</b>	
<ul style="list-style-type: none"> <li>• Costs of extension of stay <ul style="list-style-type: none"> <li>↳ <i>Excess</i></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 10% of cost of travel per night per person with a minimum of €50 (maximum 5 nights)</li> <li>• 1 night</li> </ul>
<b>Assistance to persons in the event of illness or injury</b>	
<ul style="list-style-type: none"> <li>• Transport / Repatriation</li> <li>• Return of family members or 2 accompanying persons</li> <li>• Companion during hospitalisation</li> <li>• Extension of stay</li> <li>• Accompaniment of children</li> <li>• Medical expenses abroad <ul style="list-style-type: none"> <li>• Additional reimbursement of medical charges</li> <li>• Dental emergencies <ul style="list-style-type: none"> <li>↳ <i>Excess for medical charges and dental emergencies</i></li> </ul> </li> </ul> </li> <li>• Advance payment for hospitalisation charges</li> </ul>	<ul style="list-style-type: none"> <li>• Actual costs</li> <li>• Return ticket + taxi fares</li> <li>• Return ticket and €80 per day (maximum 10 days)</li> <li>• €80 per day (maximum 10 days)</li> <li>• Return ticket</li> <li>• €150,000</li> <li>• €160</li> <li>• €30 per person</li> <li>• €150,000</li> </ul>
<b>Enforced early return</b>	
<ul style="list-style-type: none"> <li>• In the event of hospitalisation of a family member, a childminder or a professional replacement.</li> <li>• In the event of death of a family member, a childminder or a professional replacement.</li> <li>• In the event of a terrorist attack occurring at the destination</li> <li>• In the event of an emergency at your home</li> </ul>	<ul style="list-style-type: none"> <li>• Return ticket + taxi fares</li> <li>•</li> <li>• Return ticket + taxi fares</li> <li>•</li> <li>• Return ticket + taxi fares</li> <li>• Return ticket + taxi fares</li> </ul>

<b>Assistance in the event of death</b>	
<ul style="list-style-type: none"> <li>• Transport</li> <li>• Costs of transport including the costs of a coffin</li> <li>• Return of family members or two accompanying persons</li> </ul>	<ul style="list-style-type: none"> <li>• Actual costs</li> <li>• €2,500</li> <li>• Return ticket + taxi fares</li> </ul>
<b>Travel assistance</b>	
<i>Before the journey</i>	
<ul style="list-style-type: none"> <li>• Travel information</li> </ul>	
<i>During the journey</i>	
<ul style="list-style-type: none"> <li>• Advance of a bail bond</li> <li>• Payment of lawyer's fees</li> <li>• Costs of sea and mountain search and rescue</li> <li>• Assistance in the event of theft, loss or destruction of identity papers</li> <li>• Advance of funds</li> <li>• Shipment of medication</li> </ul>	<ul style="list-style-type: none"> <li>• €15,000</li> <li>• €3,000</li> <li>• €7,500</li> <li>• €1,500</li> <li>• Costs of despatch</li> </ul>
<i>After the journey</i>	
<ul style="list-style-type: none"> <li>• Domestic help at home after repatriation where you are hospitalised for more than 5 days</li> <li>• We will arrange for contact with a locksmith, plumber, security company etc. in the event of an emergency at your home during your trip and bear the costs of their assistance</li> <li>• Accommodation following an emergency at your home</li> </ul>	<ul style="list-style-type: none"> <li>• 3 hours</li> <li>• €80</li> <li>• €50 per night (maximum 2 nights)</li> </ul>

## CANCELLATION

BENEFITS	AMOUNTS INCL. TAX maximum per person
<b>Cancellation of trip</b>	
<ul style="list-style-type: none"> <li>• Illness, accident or death ↳ <i>Excess</i></li> </ul>	<ul style="list-style-type: none"> <li>• €16,000 per person and €40,000 per event</li> <li>• <i>No excess</i></li> </ul>
<ul style="list-style-type: none"> <li>• Cancellation in all proven cases</li> <li>• Cancellation in the event of terrorist attack or natural disaster occurring at your destination</li> <li>• Cancellation in the event of insolvency of the airline company</li> <li>• Cancellation in the event of strike by the airline company's personnel</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Excess of 10% of the amount of cover with a minimum of €50 per person</i></li> </ul>
<b>Missed flight</b>	
<ul style="list-style-type: none"> <li>• Payment of the cost of a new air ticket where departure is within 24 hours</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum of 50% of the total price of your package or 80% of the total price of your flight only</li> </ul>

## SPORTS AND LEISURE EXTENSION

*This cover is provided in addition to the Multirisk option.*

BENEFITS	AMOUNTS INCL. TAX maximum per person
<p><b>Cancellation of trip</b></p> <ul style="list-style-type: none"> <li>In the event of insufficient or excessive snow</li> <li>In the event of a medical direction not to take part in a programme activity</li> </ul>	<ul style="list-style-type: none"> <li>€16,000 per person and €4,000 per event</li> <li>Excess of 10% of the amount of cover with a minimum of €50 per person</li> </ul>
<p><b>Luggage and personal belongings</b></p> <ul style="list-style-type: none"> <li>Accidental damage to and theft of sports and recreational equipment ↳ Excess</li> <li>Breakage or theft of personal sports equipment (hire charges)</li> <li>Reimbursement in the event of loss or theft of activity package ↳ Excess</li> </ul>	<ul style="list-style-type: none"> <li>€1,000 per person</li> <li>10% of the total covered (€50 maximum)</li> <li>8 days (€150 per person maximum)</li> <li>€300 per person</li> <li>1 day</li> </ul>
<p><b>Interruption of trip</b></p> <ul style="list-style-type: none"> <li>Reimbursement of cost of benefits paid for and not used where sports and recreational activities are interrupted</li> </ul>	<ul style="list-style-type: none"> <li>Prorata basis, with a maximum of €400</li> </ul>
<p><b>Sports civil liability</b></p> <ul style="list-style-type: none"> <li>Physical injury, material and consequential loss and damage ↳ Excess</li> </ul>	<ul style="list-style-type: none"> <li>€300,000 maximum per event</li> <li>€150 per claim</li> </ul>
<p><b>Travel assistance</b></p> <ul style="list-style-type: none"> <li>Costs of sea and mountain search and rescue</li> <li>Costs of search and rescue on marked ski slopes</li> <li>Costs of underwater diving decompression treatment</li> </ul>	<ul style="list-style-type: none"> <li>€15,000</li> <li>Actual costs</li> <li>Medical costs up to €150,000</li> </ul>

## PRICE GUARANTEE OPTION

*This cover is provided in addition to the Multirisk option.*

BENEFITS	AMOUNTS INCL. TAX maximum per person
<p><b>Price guarantee</b></p> <ul style="list-style-type: none"> <li>Payment of additional costs connected with: <ul style="list-style-type: none"> <li>Fuel charge fluctuations (for air and sea transport)</li> <li>Fluctuations in airport and seaport taxes and levies</li> <li>Currency exchange rate fluctuations</li> </ul> </li> <li>↳ Trigger thresholds</li> </ul>	<ul style="list-style-type: none"> <li>€200 per person and €1,600 per family</li> <li>Medium-haul: €20 per person</li> <li>Long-haul: €40 per person</li> </ul>

## EFFECTIVE DATES AND DURATION OF COVER

GUARANTEE	DATE OF EFFECT	EXPIRY OF COVER
CANCELLATION OF TRIP	The date of taking out this insurance policy	The departure date
PRICE GUARANTEES	The date of taking out this insurance policy	30 days prior to the departure date
OTHER COVER	The departure date	The last day of the trip

The duration of validity of all cover corresponds to the dates as indicated in the Special Provisions up to a maximum of 31 consecutive days, with the exception of:

- The “Cancellation of Trip” cover which takes effect on the date of taking out this insurance policy and expires as soon as the last insured benefit has commenced;
- The “Price Guarantee” cover which takes effect on the date of taking out this insurance policy and expires 30 days after your departure date;
- The “Travel Information” assistance benefit which takes effect on the date of taking out this insurance policy so that you can use it before your departure date, and which expires on the day of your return.

**Only the cover taken out and as specified in the Special Provisions is provided.**

**Cover must be taken out on the date of booking the trip or at the latest on the day preceding the date of application of the cancellation penalties specified in the travel operator’s schedule.**

**The “Price Guarantee” cover must be taken out on the date of booking the trip and simultaneously with taking out the “Multirisk” option.**

## THE INSURANCE AND ASSISTANCE IN GENERAL

**The purpose of this insurance and assistance policy is to insure the policyholder during his or her travel, subject to the terms and conditions set forth hereunder.**

As with any insurance and assistance policy, it includes both rights and obligations for both you and ourselves. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

### DEFINITIONS

#### **Abroad**

“Abroad” designates the entire world with the exception of the country of origin.

#### **Accident**

A sudden and unforeseen event causing non-intentional injury to any natural person, resulting from a sudden and external cause and preventing that person from travelling by his or her own means.

#### **Assistance provider**

Europ Assistance France, 1, promenade de la Bonnette – 92633 Gennevilliers CEDEX.  
Share capital €2, 541. 712. A company registered at Nanterre (France) Registry of Trades and Companies under the number 403 147 903.

#### **Cancellation**

The full and unconditional cancellation of the trip booked by you, as a consequence of reasons and circumstances covered by us which are listed under the heading “Cancellation of Trip”.

#### **Claim**

A random event which gives rise to cover under this policy.

#### **Country of origin**

Your country of origin is your country of domicile.

#### **Domicile**

The Insured Person’s domicile must be in France, one of the member countries of the European Union, Switzerland, Norway, Andorra, Liechtenstein, San Marino or Gibraltar. Domicile means the Insured Person’s habitual place of residence as appearing on his or her income tax declaration.

**Excess**

The sum for which you are responsible in the settlement of a claim.

**Flight confirmation**

The formality allowing for the validation of the ticket and the reservation of seats. The procedures are as defined in the operator's terms and conditions of sale.

**France**

"France" means mainland France, Corsica, French Overseas Departments and French Overseas Collectivities.

**Free Movement of Services (FMS)**

The operation by means of which an insurance undertaking in one member state of the European Economic Community covers, from its registered office or from a place of business situated within a member state, a risk within the territory of another member state.

**French Overseas Collectivities**

French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna, Saint-Barthélemy and Saint-Martin.

**French Overseas Departments**

Guadeloupe, French Guiana, Martinique, Mayotte and Réunion.

**Illness**

A pathological condition duly confirmed by a medical doctor formally prohibiting a person from leaving home and requiring medical care and a full termination of any occupational activity.

**Insolvency of the airline company**

A situation where a traveller holding valid tickets is not entitled to the intended flights where:

- following its compulsory liquidation, cessation of the airline company's activities leads to the unannounced cancellation of flights
- no alternative arrangement is provided to the traveller by the organiser or the airline company

**Insured Person**

The Insured Persons, hereafter designated by the term "You", are the natural persons travelling with the Policyholder who has taken out this policy on their behalf. These persons must have booked their trip at a sales point located within the geographical area covered by the Free Movement of Services provisions.

**Insurer**

AXERIA Insurance Limited, Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta. Registered in Malta No. C 55905

**Luggage**

Travel bags, cases and trunks and their contents, excluding articles of clothing which you are wearing or carrying.

**Maximum per event**

Where the same cover operates in favour of more than one insured victim of the same event and insured under the same Special Provisions, cover is limited in all cases to the maximum under that head of cover, regardless of the number of victims. The claim will be accordingly reduced and paid in proportion to the number of victims.

**Member of the family**

A spouse, co-habitee, civil partner, ascendant or descendant relative, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece of the Insured Person or of his or her spouse and the legal guardian of the Insured Person and his or her spouse.

**Natural disaster**

A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood, typhoon, hurricane, cyclone or natural cataclysm caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

**Non-scheduled charter flight**

A non-scheduled flight carried by a tourist organisation.

**Policyholder**

The organiser of the trip, having his or her domicile within the geographical area covered by the Free Movement of Services provisions, who takes out this policy on behalf of other beneficiaries, hereafter referred to as the Insured Persons.



### **Rail ticket**

Tickets for transport by rail.

### **Scheduled flight**

A planned flight by a commercial airline, the precise timetables and frequencies of which are compliant with those published in the ABC World Airways Guide.

### **Special provisions**

A document duly completed and signed by the Insured Person containing his or her surname and first name, address, travel dates, country of destination, period of cover, price of journey inclusive of tax, the date of the document and the insurance option taken and the corresponding premium. In the event of a claim, only insurance in respect of which the corresponding premium has been paid is taken into account.

### **Spouse**

Spouse means:

- a person married to the Insured Person and not legally separated;
- a person living as if married with the Insured Person, in the same household and with the same common interests as a married couple;
- the co-signatory of a civil union with the Insured Person.

### **Terrorist attack**

Any act of violence constituting a criminal or unlawful attack against persons and/or property in the country in which you are staying, aimed at seriously disrupting public order by intimidation and terror, and the subject of media coverage. This "terrorist attack" must be documented by the French Ministry of Foreign Affairs.

### **Trip**

A journey and/or stay, package holiday, rental, cruise, travel ticket (including flight only) booked with the travel operator, the dates, destination and price of which are stated in the Special Provisions.

## **TERRITORIAL APPLICATION OF COVER**

Cover applies worldwide.

**The following are excluded: countries identified by the French Ministry of Foreign Affairs as being in a state of civil or foreign warfare, known political instability, suffering reprisals, restrictions to the free movement of persons and goods for any reason whatsoever, including issues of public health and safety and meteorological conditions, countries affected by acts of terrorism, natural disasters, the release of nuclear radiation or countries undergoing any other event of force majeure.**

## **WHAT MUST YOU DO WITH YOUR TRAVEL TICKETS?**

Where transport is arranged and the cost is covered under the terms of the policy, you undertake either to reserve us the right to use your travel ticket(s) or to reimburse us for the payments for which you will be reimbursed by the issuer of your travel ticket(s).

## **HOW DO YOU USE OUR SERVICES?**

### **Do you need assistance?**

In the event of an emergency, it is essential that you contact the emergency services for all problems within their responsibility.

For us to be able to assist, we recommend that you prepare your call.

We will ask you for the following information:

- your surname(s) and first name(s);
- your policy number: **14073**
- your exact location and an address and telephone number where we can reach you.

You must:

- contact the Assistance Centre without delay at: **01 41 85 22 55** (+ 33 1 41 85 22 55 from abroad);
- obtain our prior approval before making any arrangement or incurring any expense;
- comply with our instructions;
- provide us with all information relating to the policy taken out by you;
- provide us with the original proofs of payment of the expenses for which reimbursement is being claimed.

### **What are the conditions of application for the benefits and the cover?**

- We reserve the right to require all proof necessary (death certificate, proof of domicile, certificate of co-habitation, proof of expenditure etc.) in support of your request for assistance.
- Any expense incurred without our approval will not be reimbursed or funded later.
- An event caused by a pre-existing illness and/or injury diagnosed and/or treated, for which you have been hospitalised for a continuous period, for one day or for out-patient treatment during the 6 months preceding the request for assistance will not be covered where the event is a manifestation or aggravation of the said condition.
- Where the assistance provider arranges assistance in the absence of proof, as the result of insufficient or incorrect details regarding the information that must be delivered to the assistance provider, the costs of assistance thus incurred by the assistance provider will be re-invoiced to the Policyholder and payable upon receipt of the invoice, it being the Policyholder's choice whether to recuperate this payment from the person asking for the assistance if the latter is not the Insured Person.

### **Do you wish to make a claim under the policy?**

Within 5 days in all cases, you or a person acting on your behalf must contact APRIL International Voyage, by e-mail, telephone, fax or post:

**APRIL International Voyage**  
Client Management Department  
TSA 10778  
92679 COURBEVOIE Cedex  
Tel.: + 33 1 73 03 41 01  
E-mail: [indemnisation@aprilvoyage.com](mailto:indemnisation@aprilvoyage.com)  
Offices open from Monday to Friday from 9:00am to 6:00pm

### **Cumulation of cover**

Where the risks covered by this policy are covered by another insurance policy, you must notify us of the name of the insurer with whom another policy has been taken out (Article L121-4 of the Insurance Code) as soon as you are aware of this information and at the latest when making a claim.

### **False declarations**

Where it affects the nature of the risk or diminishes our assessment of it:

- any concealment or intentionally false declaration by you will render the policy null and void. The premiums paid will be retained by us and we will be entitled to require the payment of any premiums due, as provided for by Article L113-8 of the Insurance Code
- any omission or inaccurate declaration by you the bad faith of which is not established will result in the termination of the policy 10 days you have been served with a notice by registered post and/or a reduction of cover in accordance with Article L113-9 of the Insurance Code.

### **Forfeiture of right to benefits and cover for making a fraudulent declaration**

In the event of a Claim or a request for assistance (as provided for in these General Provisions), if you knowingly use inaccurate supporting documents or use fraudulent means or make inaccurate or incomplete declarations, you will forfeit all right to the assistance benefits and policy cover provided under these General Provisions for which these declarations are required.

### **WHAT ARE THE LIMITATIONS IN CASES OF FORCE MAJEURE OR SIMILAR EVENTS?**

We cannot in any circumstances replace local organisations in the event of an emergency.

We cannot be held liable for any failures or delays in the provision of the services as the result of force majeure or events such as:

- civil or foreign wars, known political instability, civil disturbance, riots, acts of terrorism, reprisals,
- recommendations from the WHO or national or international authorities or restrictions on free movement for any reason whatsoever, including issues of public health and safety, meteorological conditions, restriction or prohibition of air traffic,
- strikes, explosions, natural disasters, the release of nuclear radiation or any radiation from a source of energy of a radioactive nature,
- delays and/or impossibility in obtaining administrative documents such as entry and exit visas, passports, etc. that are necessary for your travel within or outside the country where you are located or for your entry into a country to which you are directed by our doctors for hospitalisation,
- use of the local services or of any services which we are obliged to use under local and/or international legislation,
- the non-existence or non-availability of technical or human resources to provide transport (including the refusal of assistance).

## EXCLUSIONS COMMON TO ALL COVER

The policy's general exclusions are the exclusions common to all of the assistance benefits and the cover described in these General Provisions.

The following are exclusions:

- civil or foreign wars, riots, civil unrest;
- the voluntary participation of an Insured Person in riots, strikes, altercations or assaults;
- the consequences of atomic radiation or any radiation from a source of energy of a radioactive nature;
- unless exempted, earthquake, volcanic eruption, tidal wave, flood, typhoon, hurricane, cyclone or natural cataclysm save in accordance with the provisions resulting from Law No. 82-600 of 13 July 1982 on compensation for the victims of natural disasters (in respect of insurance cover)
- the consequences of using medicines, drugs, narcotics and similar products where not medically prescribed, and alcohol abuse;
- any intentional act by you in order to give rise to a claim under the policy.

## EXPERT LOSS AND DAMAGE ASSESSMENT

In the event of disagreement between the parties, each shall choose an expert. If the experts appointed are not in agreement, a third expert shall be appointed by the Presiding Judge of the court having jurisdiction at the Insured Person's place of domicile. This appointment of an expert is by means of a simple request by the first party to act made at least 15 days after a formal notice by registered post with acknowledgement of delivery has been sent to the other party.

Each party shall pay the expenses and fees of their expert and, where applicable, half of the fees of the third expert and the expenses of his or her appointment.

No action may be taken against the Insurer unless the third expert has resolved the disagreement.

## EXCEPTIONAL CIRCUMSTANCES

Passenger transport undertakings (especially by airlines) are likely to impose restrictions on persons with certain medical conditions or pregnant women, applicable at the time of boarding and likely to change without notice (thus, medical examinations and certificates etc. may be required by airlines). Accordingly, the repatriation of such persons can only be undertaken where transport is not refused, and of course, where there is no unfavourable medical opinion (as defined as and in accordance with the provisions of the section "TRANSPORT/REPATRIATION") with regard to the health of the Insured Person or the unborn child.

## SUBROGATION

In accordance with the provisions of Article L.121-12 of the Insurance Code, the Insurer is subrogated, up to the limit of any sum it has paid, in the rights and actions of the Insured Person vis-a-vis third parties.

The Assistance Provider is subrogated under the terms of the Insurance Code in the rights and actions of the Policyholder and the Insured Person against any person liable for the Claim up to the amount of the expenses incurred by it.

Similarly, where the total or a part of the benefits provided under the policy cover is fully or partially covered by an insurance policy, a healthcare insurance provider, social security or any other body, the Assistance Provider is subrogated in the rights and actions of the Insured Person vis-a-vis the the bodies and in respect of the policies abovementioned.

## WHAT ARE THE LIMITATION PERIODS?

In accordance with the provisions of Articles L114-1 et seq of the Insurance Code, any legal action deriving from an insurance policy is statute limited to two years with effect from the event giving rise thereto.

However, this time limit starts to run:

- 1) In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only from the date on which the Insurer becomes aware thereof;
- 2) In the event of a Claim, only from the date on which those concerned became aware of it, if they are able to prove that they were unaware of it until then.

Where legal action by the Insured Person against the Insurer arises from a third party's deposition, the limitation period runs only from the date on which that third party issued proceedings against the Insured Person or was compensated by the latter. The limitation period is increased to ten years in insurance policies covering accidents to persons where the Beneficiaries are the heirs and assigns of the deceased Insured Person.

The limitation period will be suspended by any of the ordinary causes of suspension, inter alia:

- any legal proceedings, including a summary application, summons or order of attachment served on the person sought to be prevented from availing of the limitation period;
- any unequivocal acknowledgement by the Insurer of the Insured Person's right to cover, or any acknowledgement of indebtedness of the Insured Person to the Insurer;

and also the following other cases provided for under Article L114-2 of the insurance Code:

- any appointment of an expert as the result of a Claim;

- any sending of a registered letter with acknowledgement of delivery by:
  - the Insurer to the Insured Person relating to the non-payment of a premium;
  - the Insured Person to the Insurer relating to the non-settlement of a claim.

By way of derogation from Article 2254 of the Civil Code the parties to this policy may not, even by mutual agreement, either change the limitation period or add causes of suspension or interruption thereto.

## EXERCISING RIGHT OF RENUNCIATION AS STIPULATED BY ARTICLE L.112-10 OF THE INSURANCE CODE (HAMON LAW)

You are requested to check whether you are not already the beneficiary of coverage for one of the losses covered by the new contract. If this is the case, you may benefit from right of renunciation for this contract for a period of 14 (calendar) days as of its signing, without any cost or penalties, if the following conditions are met:

- You have subscribed to this contract for non-professional reasons,
- This contract compliments the purchase of goods or services sold by a supplier,
- You can justify being already covered against one of the losses covered by this new contract,
- The contract you wish to cancel is not fully executed,
- You have not filed any claims covered by this contract.

In this situation, you can exercise your right of renunciation for this contract by registered letter with acknowledgement of receipt or any other durable medium sent to the insurer of the new contract, accompanied by a supporting document indicating you already benefit from one the risks covered by the new contract. The Insurer is required to reimburse you for the premium paid, within a period of 30 days as of your cancellation.

*"I, ....., the undersigned, residing.....hereby renounce contract n°.....; subscribed with ....., in accordance with article L 112-10 of the Insurance Code. I hereby acknowledge that on the sending date of this letter, no claims have been filed for coverage under the contract."*

If you wish to renounce the contract but do not meet all the above-mentioned conditions, check the terms for renunciation stipulated in your contract.

## DECLARATION OF JOINT INTEREST

In accordance with the provisions of Directive 2002/92/EC of the European Parliament and the Council of 9 December 2002 on Insurance Mediation, the Assistance Provider, the Insurer and APRIL International Voyage hereby notify the Insured Person that the Assistance Provider and APRIL International Voyage hold at least 10% of shares carrying voting rights of the Insurer in APRIL Group S.A., a company governed by French law, company registration number 377994553RCS, situated at Immeuble Aprilium, 114 boulevard Vivier Merle, 69439 Lyon, France.

## COMPLAINTS - DISPUTES

In the event of a complaint concerning this policy, the Insured Person may contact APRIL International Voyage:

TSA 30780 - 92679 COURBEVOIE CEDEX

Tel.: + 33 1 73 03 41 01

E-mail: [reclamation@aprilvoyage.com](mailto:reclamation@aprilvoyage.com)

A reply will be sent to the Insured Person within two working days. If the time to handle the complaint must exceed two working days, a holding reply will be sent to the Insured Person within the same time limit. In this case, a substantive reply to the complaint will be provided to the Insured Person within a maximum of eight weeks from the original date of receipt of the complaint.

If the reply is disputed, the Insured Person may contact the Head of Complaints of APRIL International Voyage or the Insurer's Head of Complaints, whose contact details are set out below.

The time limits for handling the complaint are the same as those set out above.

If there is no agreement following a reply by the Head of Complaints, the Insured Person may seek the advice of the Mediator of the Maltese Federation of Insurance Companies, whose contact details will be provided by APRIL International Voyage on request, without prejudice to other rights to legal action

## SUPERVISORY AUTHORITY

In the event of a dispute concerning this policy or if the Insured Person is not satisfied with the Insurer's handling of his or her complaint, the Insured Person may apply to the Maltese Supervisory Authority, entitled the Malta Financial Services Authority (MFSA):

**Malta Financial Services Authority**

Notabile Road

Attard BKR3000

Malta

Telephone: (+356) 25485313

E-mail : [consumerinfo@mfsa.com.mt](mailto:consumerinfo@mfsa.com.mt)

[www.mfsa.com.mt/Consumer](http://www.mfsa.com.mt/Consumer)

A document outlining the tasks of the MSFA is available to the Insurer on request.

## INFORMATIQUE ET LIBERTES (DATA PROTECTION) LAW

For the purpose of applying the policy, APRIL International Voyage is required to obtain from insured persons personal data protected under Law No. 78-17 of 6 January 1978, as amended, on information technology, files and civil liberties.

In this regard, insured persons are informed and accept that personal data concerning them may be sent:

- to establishments and sub-contractors contractually linked to APRIL International Voyage for the performance of tasks relating directly to the processing of applications;
- to public authorities in order to comply with statutory or regulatory requirements incumbent upon APRIL International Voyage.

In accordance with the amended Law No. 78-17 of 6 January 1978, the Insured Person has a right of access to and amendment and rectification of any personal data concerning him or her contained in any file used by APRIL International Voyage, its agents and the bodies referred to above. These rights may be exercised by contacting APRIL International Voyage, TSA 30780 - 92679 COURBEVOIE Cedex.

## APPLICABLE LAW AND JURISDICTION

This policy is governed by French law. The contracting parties agree to submit to the jurisdiction of the French courts and to waive any proceedings in any other country.

## ANTI MONEY LAUNDERING

We are legally required to do controls under the fight against money laundering and against the financing of terrorism, including on cross-border capital movements. This procedure can lead us anytime to ask for explanations or justifications, including the acquisition of amount insured.

Under the Data Protection Act of January 6, 1978 amended by the Act of 6 August 2004 and the Monetary and Financial Code, you have the right of access to your data by sending a letter to the National Commission on Computing and Liberties (CNIL).

## POLICY

The insurance cover and assistance specified in this document are underwritten by AXERIA Insurance Limited, under the number **AIVSA14002**.

## GENERAL PROVISIONS OF INSURANCE

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### CANCELLATION OF TRIP

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*Multirisk - Cancellation - Sports and Leisure Extension*

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### WHAT WE COVER

We reimburse advances or any sum retained by the organiser of the trip, in accordance with the terms and conditions of sale (**excluding administration charges, via fees and insurance premiums**), when you are obliged to cancel your trip prior to departure.

### IN WHICH CASES DO WE PROVIDE ASSISTANCE?

We provide assistance in the circumstances listed below, and no others:

- **ILLNESS, ACCIDENT OR DEATH (including the aggravation of pre-existing illnesses and the after-effects of a previous accident):**

*Multirisk - Cancellation*

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- of you, your legal or de facto spouse or the person accompanying you, subject to him or her being recorded in the same Special Provisions as you;
- of your ascendant or descendant relatives and/or those of your spouse or the person accompanying you, subject to them being recorded in the same Special Provisions as you;
- of your father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law;
- of your professional work replacement, subject to his or her name being recorded in the same Special Provisions as you;
- of the person responsible during your trip, for:
  - looking after your legally-dependent children, subject to his or her name being recorded in the same Special Provisions as you;
  - for the care of a disabled person, subject to him or her living in the same household as you, that you are the legal guardian and his or her name being recorded in the same Special Provisions as you;

- **CANCELLATION WITH DOCUMENTARY PROOF**

*Multirisk - Cancellation*

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Cover applies:

- in all proven cases of cancellation unforeseeable on the date of taking out this policy, outside your control and preventing you from leaving;
- additionally in the event of cancellation for a proven reason, by one or more of the persons registered at the same time as you and insured under this policy;
- in the event of a terrorist attack or natural disaster occurring at your destination and within a radius of 100 km from your resort within the 15 days prior to your date of departure (by way of exception to the paragraph "EXCLUSIONS COMMON TO ALL HEADS OF COVER" in the section "THE ASSISTANCE AND INSURANCE IN GENERAL");
- upon the insolvency of the scheduled, low cost or charter airline on which you were to travel;
- upon a strike by the personnel of the scheduled, low cost or charter airline on which you were to travel, on condition that no advance notice of the strike has been given at the time of taking out this policy.

- **CANCELLATION OF A SPORTS AND LEISURE TRIP**

*Sports and Leisure Extension*

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**CANCELLATION IN THE EVENT OF ABSENCE OR EXCESS OF SNOW**

We provide assistance in the circumstances listed below, and no others:

- in a skiing area situated above 1,500 metres altitude;
- for any departure between the third Saturday of December and the second Saturday of April inclusive;
- where more than two thirds of the ski lifts normally in service at your resort are closed for at least two consecutive days in the five days prior to your departure.
- The claim is paid **with a deduction of the excess specified in the Table of Cover**. In the case of rentals, our cover applies on the condition that the rental is fully cancelled.

**CANCELLATION IN THE EVENT OF MEDICAL ADVICE NOT TO TAKE PART IN A THEMED ACTIVITY**

The Insured Person must be unaware of this contraindication both at the time of purchase of the trip and taking out this policy and it must be certified by a doctor.

The claim is paid with a deduction of the excess specified in the Table of Cover.

## EXCLUSIONS TO THE "CANCELLATION OF TRIP" COVER

In addition to the exclusions listed in the section "THE INSURANCE AND ASSISTANCE IN GENERAL", we cannot provide assistance in the following circumstances:

- cancellation caused by a person who is hospitalised at the time of booking your trip or taking out the policy;
- a voluntary termination of pregnancy;
- in vitro fertilisation and its consequences;
- cosmetic surgery or procedures;
- illness necessitating mental and psychotherapeutic treatment including nervous breakdown leading to hospitalisation for less than 4 consecutive days at the time of cancellation of your trip;
- infectious, contagious illness of an epidemic nature subject to quarantine, preventive measures or specific supervision by the health authorities of your country of origin;
- forgetting to be vaccinated;
- accidents resulting from practising the following sports: bobsleigh, rock-climbing, skeleton, mountaineering, competitive luge, all aerial sports and those involving training for or taking part in matches or competitions
- failure, for any reason whatsoever, to present essential travel documents such as passports, visas, travel tickets and vaccination cards;
- illnesses and accidents subject to a first occurrence, relapse, aggravation or hospitalisation between the date of purchase of your trip and the date of taking out this policy;
- paid leave and time off in lieu of overtime that has not been expressly agreed by your employer prior to booking the trip;
- the "Cancellation of Trip" cover does not cover impossibility of departure linked to the organisation of the trip by the organiser or to the conditions of the accommodation or safety at the destination.

## WHAT SUMS DO WE PAY OUT ON CLAIMS?

We pay the cancellation charges **incurred on the day of the event** that give rise to entitlement to the cover, in accordance with the terms and conditions of sale, **with a maximum and an excess as specified in the Table of Cover**.

## HOW LONG DO YOU HAVE TO MAKE A CLAIM?

You must notify the travel agency or travel operator immediately and notify APRIL International Voyage within the 5 working days following the event covered. To do so, you must send us a declaration of claim.

In the event of late cancellation, we will only bear the costs of cancellation payable as at the date of occurrence of the event giving rise to the cancellation.

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your claim must be accompanied:

- in the event of illness or accident, by a medical certificate stating the origin, nature, seriousness and foreseeable consequences of the illness or accident, a certificate of unfitness for work and copies of medical prescriptions together with pharmacy receipts and, where applicable, the results of any tests or examinations;
- in the event of redundancy on economic grounds, a photocopy of the notice of redundancy, a copy of the employment contract and a copy of the pay slip stating any balance of salary due;
- in the event of pregnancy-related complications, a photocopy of the pre-natal examination report and a photocopy of the certificate of unfitness for work;
- in the event of death, a copy of the death certificate and proof of family relationship (civil status form);
- in other cases, any appropriate proof;

The medical certificate must be attached in a sealed envelope addressed for the attention of our Advisory Doctor. For this purpose, you must authorise your own doctor to disclose your medical data to our Advisory Doctor. On pain of forfeiture, an Insured Person making a claim under the cover must submit all documents required under the policy and may not assert any grounds preventing their production other than force majeure.

If you object without valid grounds, you risk losing your right to cover.

You must also send us any information or document requested by us to support the grounds for your cancellation, including:

- statements relating to social security or from any similar organisation, relating to the reimbursement of treatment fees and the payment of daily allowances;
- the cancellation invoice issued by the travel operator;
- your insurance policy number;
- the booking form issued by the travel agent or operator;
- in the event of an accident, you must supply details of the causes and circumstances and the names and addresses of those responsible and where possible, any witnesses.

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## MISSED FLIGHT

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### *Multirisk - Cancellation*

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If you miss your outbound flight for any reason other than a change of timetable by the operator, we will reimburse the cost of a new ticket for the same destination and means of transport as originally purchased, provided you depart within the following 24 hours or by the first available flight.

- 50 % of the total original cost of your package (travel and ground services);
- 80 % of the total original cost of your flight only (travel only).

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## DELAYED FLIGHT

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### *Multirisk*

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## WHAT SUMS DO WE PAY OUT ON CLAIMS?

This cover applies to:

- scheduled **outbound and/or inbound** airline flights the timetables of which are published;
- **outbound** charter flights the times of which are indicated on the outbound air ticket.

Following a delay in the arrival of an Insured Person's flight of more than 4 hours from the scheduled time, we will compensate the Insured Person **up to the sum specified in the Table of Cover**.

These sums are cumulative in the event of delay suffered on a scheduled flight on both the outbound and inbound journeys.

**This cover does not apply where the Insured Person is transferred to another airline within the initial schedules or onto another flight than that originally booked.**

The cover takes effect on the date and at the time indicated on the air ticket and expires immediately upon arrival at the destination airport.

## EXCLUSIONS TO THE "DELAYED FLIGHT" COVER

In addition to the exclusions listed in the section "THE INSURANCE AND ASSISTANCE IN GENERAL", we cannot provide assistance in the following circumstances:

- civil or foreign war, riot, civil unrest, strike, act of terrorism, the taking of hostages, sabotage, any manifestation of radioactivity and any effect of nuclear origin or caused by any source of ionising radiation within the country of departure, transfer or destination;
- any event putting in danger the safety of the Insured Person's trip where travel to his or her destination is advised against by the French Ministry of Foreign Affairs.
- a decision of the airport authorities, civil aviation authorities, or any other authority having been announced 24 hours prior to the date of the Insured Person's date of departure;

- events occurring between the date of booking the Insured Person's trip and the date of taking out this policy;
- missing the flight on which the Insured Person's reservation was confirmed, regardless of the reason;
- refusing permission to board as the result of failure to check in luggage and/or to arrive for boarding within the deadline.

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The Insured Person must:

- complete and/or have a flight delay confirmation stamped by an authorised person from the airline with which the Insured Person is travelling or from an authorised person in the airport;
- send APRIL International Voyage on his or her return and no later than 5 days thereafter, the flight delay confirmation duly completed, a photocopy of his or her air ticket and boarding card stub.

**The claim cannot be settled unless the above documents are provided.**

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## LUGGAGE AND PERSONAL BELONGINGS

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*Multirisk*

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### WHAT WE COVER

We cover, **up to the sum specified in the Table of Cover**, your luggage and personal items and belongings outside your principal or secondary residence, against:

- theft;
- total or partial destruction;
- loss during transportation by a transport undertaking.

### LIMIT OF REIMBURSEMENT FOR CERTAIN ITEMS

For valuable items, precious stones, jewellery and watches, furs, hunting guns and portable computing devices, the amount reimbursed may in no circumstances exceed 50% of the amount of cover specified in the Table of Cover.

Additionally, the items listed above are only covered against theft.

If you use a private car, the risk of theft is covered on condition that luggage and personal belongings are kept in the vehicle's locked boot and out of sight. Only theft by forcible entry is covered. If the vehicle is parked on a public road, cover is only applicable between 7:00 a.m. and 10:00 p.m.

## EXCLUSIONS TO THE "LUGGAGE AND PERSONAL BELONGINGS" COVER

In addition to the exclusions listed in the section "THE INSURANCE AND ASSISTANCE IN GENERAL", we cannot provide assistance in the following circumstances:

- theft of luggage and personal items and belongings left unattended in a public place or stored in a place open to use by several persons;
- leaving behind, loss (except by a transport undertaking) or exchange;
- theft without forced entry duly certified and recorded by an authority (police, gendarmerie, transport company, purser, etc.);
- theft committed by your employees while carrying out their functions;
- any sound and/or image reproduction apparatus and its accessories;
- accidental damage due to the spillage of liquids, fats, colorants or corrosives contained in your luggage;
- confiscation of goods by the Authorities (customs, police etc.);
- loss and damage caused by insects and/or rodents, cigarette burns or non-incandescent heat sources;
- theft from a convertible car and/or break or other vehicle not equipped with a boot;
- collections and samples of sales representatives;
- theft, leaving behind or deterioration of cash, documents, books, passports, identity documents, travel tickets and credit cards (except for the costs of re-issuing identity documents as provided under the "THEFT OF IDENTITY DOCUMENTS" cover described below);
- theft of jewellery where it is not kept in a locked safe in your bedroom or hotel, or where it is not worn by the Insured Person;
- breakage of fragile items such as porcelain, glass, ivory, pottery or marble objects;
- consequential loss and damage such as depreciation and loss of enjoyment;
- the following items: any prosthesis, equipment of any kind, bicycles, trailers, securities, pictures, spectacles, contact lenses, keys of any kind, documents recorded on tapes or films, CDs, sports articles, professional material, mobile telephones, musical instruments, food products, cigarette lighters, pens, cigarettes, alcohol, *objets d'art*, fishing rods, beauty products, camera films and items purchased in the course of your trip.



## WHAT SUMS DO WE PAY OUT ON CLAIMS?

The sums specified in the Table of Cover are the maximum payments made for any claim during the period of cover. **An excess as specified in the Table of Cover will be deducted in the event of damage to luggage.**

## HOW IS THE COVER CALCULATED?

You will be covered on the basis of the cost of replacement by an item of equivalent value and of the same kind, minus depreciation. In no circumstances will the proportional rule provided for by Article L 121-5 of the French Insurance Code be applied.

## WHAT DOCUMENTS MUST BE SUBMITTED IN THE EVENT OF A CLAIM?

Your declaration of claim must be accompanied by the following documents:

- The receipt for the report or declaration of theft made to the authorities (police, gendarmerie, transport company, pursuer, etc.) in the event of theft or loss;
- the property irregularity report to the carrier (sea, air, rail or road) where your luggage or property is lost or misplaced during the time it is in the carrier's legal custody.
- the originals of the proof of loss, the boarding card and the luggage handling ticket where luggage is lost or misplaced by an airline company.

If you do not provide these documents, we will be entitled to claim a payment from you equal to any loss incurred by us. The sums insured cannot be considered proof of the value of any items for which you request cover, or as proof of the existence of such items.

You will be required to prove, by all means at your disposal and by any document in your possession, the existence and value of these items at the time of the claim, as well the extent of the loss and damage.

If you knowingly use inaccurate documents or fraudulent means or make inaccurate or incomplete declarations, you will forfeit all right to the payment of a claim.

## WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF THE LOST OR STOLEN ITEMS COVERED BY THE POLICY?

You must notify us immediately by registered post as soon as you know.

- If we have not already paid the claim, you must retake possession of the items and we will then only be responsible for payment for any damage or missing items.
- If we have already paid the claim, you can opt within 15 days:
  - either to abandon them;
  - or to retake the items and to repay to us the sum you received less the value of any damage or missing items.

If you have not made your choice within a time limit of 15 days, we will deem that you have opted to abandon the items.

## DELAY IN THE DELIVERY OF LUGGAGE

### *Multirisk*

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In the event of your personal luggage not being returned to you at your destination airport on your outbound journey and if you have not recovered them after a delay of 12 hours, you will receive **a flat-rate payment as specified in the Table of Cover** to enable you to purchase essential items. This cover cannot be combined with the above "LUGGAGE AND PERSONAL BELONGINGS" COVER.

## THEFT OF IDENTITY DOCUMENTS

### *Multirisk*

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In the event of your passport, identity card (or residence permit), vehicle registration document or driving licence being stolen, we will bear the costs of obtaining replacements of these documents **up to the sum specified in the Table of Cover**, on submission of documentary proof.

## THEFT OR ACCIDENTAL DAMAGE TO SPORTS OR RECREATIONAL EQUIPMENT

### *Sports and Leisure Extension*

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## WHAT WE COVER

We cover, **up to the sum specified in the Table of Cover**, items (material, equipment and special clothing) for the exclusive purpose of taking part in sports, and portable sighting or sounding equipment (as well as their accessories) that belong to you or are hired by you and which are outside your principal or secondary residence, against:

- theft;
- accidental damage.

## LIMIT OF PAYMENT FOR CERTAIN ITEMS

If you use a private car, the risk of theft is covered on condition that luggage and personal belongings are kept in the vehicle's locked boot and out of sight. Only theft by forcible entry is covered. If the vehicle is parked on a public road, cover is only applicable between 7:00 a.m. and 10:00 p.m.

## EXCLUSIONS TO THE "THEFT OR ACCIDENTAL DAMAGE TO SPORTS OR LEISURE EQUIPMENT" COVER

In addition to the exclusions listed in the section "THE INSURANCE AND ASSISTANCE IN GENERAL", we cannot provide assistance in the following circumstances:

- theft of items left unattended in a public place or stored in a place open to use by several persons;
- leaving behind, loss (except by a transport undertaking) or exchange;
- theft without forced entry duly certified and recorded by an authority (police, gendarmerie, transport company, purser etc.);
- theft committed by your employees while carrying out their functions;
- accidental damage due to the spillage of liquids, fats, colorants or corrosives contained in your luggage;
- confiscation of goods by the Authorities (customs, police etc.);
- loss and damage caused by insects and/or rodents, cigarette burns or non-incandescent heat sources;
- theft from a hired car;
- collections and samples of sales representatives;
- breakage of fragile items such as porcelain, glass, ivory, pottery or marble objects;
- consequential loss and damage such as depreciation and loss of enjoyment;
- loss and damage resulting from an earthquake, volcanic eruption, tidal wave, flood or other disaster, provided that such event is declared to be a natural disaster by a joint ministerial decision;
- the consequences resulting from any usage that is not in accordance with the manufacturer's recommendations;
- loss and damage to equipment during the course of its repair, maintenance or refurbishment;
- loss and damage resulting from an inherent defect in the insured equipment or its use;
- loss and damage resulting from your gross negligence;
- deterioration resulting from scratches, scrapes, tears or stains;
- theft committed by the insured persons or by members of your family (ascendant and descendant relatives and spouse);
- smoking-related loss and damage;
- motor-driven land vehicles and their accessories, caravans and trailers;
- sailing or motorised pleasure craft, including jet skis;
- covers, cases, bags or awnings enclosing sports and recreational equipment;
- mobile telephones, spectacles (lenses and frames), contact lenses, prostheses and devices of any kind and computing equipment.

## WHAT SUMS DO WE PAY OUT ON CLAIMS?

The sums specified in the Table of Cover are the maximum payments made for any claim during the period of cover. **An excess per person per claim as specified in the Table of Cover will be deducted.**

## HOW IS THE COVER CALCULATED?

You will be covered on the basis of the cost of replacement by an item of equivalent value and of the same kind, minus depreciation. In no circumstances will the proportional rule provided for by Article L 121-5 of the French Insurance Code be applied.

## WHAT ARE THE DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM?

Please refer to the "LUGGAGE AND PERSONAL BELONGINGS" cover.

## REIMBURSEMENT OF HIRE COSTS FOLLOWING THEFT OR BREAKAGE OF PERSONAL SPORTS EQUIPMENT

### *Sports and Leisure Extension*

In the event of theft or breakage of the Insured Person's personal sports equipment, we reimburse costs of hiring equivalent equipment for a maximum period of 8 days, **up to the maximum sum specified in the Table of Cover.**

## REIMBURSEMENT OF COST OF SPORT ACTIVITIES PACKAGE FOLLOWING THEFT OR LOSS

### *Sports and Leisure Extension*

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We will pay to the Insured Person a prorata of the package already paid for and not used, **up to the maximum sum specified in the Table of Cover**, subject to you providing the following supporting documents:

- acknowledgement of the loss or theft by the authorities and/or a solemn declaration of loss made by the Insured Person;
- proof of payment of the original costs of the package;
- an original proof of payment for the second package purchased.

The amount paid out will be equal to the purchase price of a new package, minus the cost of one day of the package. This cover is applicable for packages exceeding 3 days, it being specified that any day already started is deemed to be non-reimbursable. If the package is reinstated, no payment of claim is due from the Insurer.

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## INTERRUPTION OF TRIP

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### COSTS OF INTERRUPTION OF TRIP

#### *Multirisk*

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We will reimburse a prorata of the costs of the trip already paid and not used (**not including transport**) with effect from the date following your early return where you have had to interrupt your trip owing to:

- the hospitalisation or death of a member of your family;
- serious damage to the Insured Person's professional or private premises as the result of fire, explosion, flooding or burglary absolutely necessitating the Insured Person's presence;
- a terrorist attack within 100 km of your place of accommodation.

**This cover cannot be combined with the "COMPENSATORY TRIP" cover below.**

### COMPENSATORY TRIP

#### *Multirisk*

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If we provide assistance for your repatriation for a medical reason (illness or accident suffered by you), you will be entitled to a new trip of a cost equal to the original package cost or other travel ticket from the travel agent who sold the original trip **up to the maximum sum specified in the Table of Cover**.

This will only be provided to the person repatriated, to his or her spouse or companion, and to no other person, and must be used within the twelve months following the event which led to repatriation on medical grounds, through the travel agent who sold the original trip.

**This cover cannot be combined with the "INTERRUPTION OF TRIP" cover above.**

### COSTS OF INTERRUPTION OF SPORTS AND LEISURE ACTIVITIES

#### *Sports and Leisure Extension*

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We will reimburse a prorata of the costs of the trip already paid and not used (**not including transport**) where you have to interrupt these activities for one of the following reasons:

- a sports accident prohibiting the practice of the activity;
- an exceptional climatic event: storm, hurricane or cyclone preventing you from practicing the activities planned during the trip, on condition that the interruption of the activities exceeds 3 consecutive days.

In the specific case of mountain skiing, mechanical ski lift passes, skiing courses and the hire of equipment paid for by you during your trip comprise one single and combined activities package.

### AMOUNT OF COVER

Cover is:

- proportional to the number of days of the sports and leisure package that are not used;
- applicable with effect from the day following the complete stoppage of the activities covered;
- calculated on the basis of the total activity package price per person, **up to the maximum sum specified in the Table of Cover**. Administration charges, visa fees, insurance and tips will be deducted

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## PERSONAL ACCIDENT WHILST TRAVELLING

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Multirisk

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### WHAT WE COVER

We cover payment of the amounts specified in the **Table of Cover** in the event of an accident leading to injury of the Insured Person during the trip.

### WHAT SUMS DO WE PAY OUT ON CLAIMS?

#### For adult Insured Persons:

We pay the sum specified in the Table of Cover in the following cases:

- **Death:** the claim is payable to the beneficiaries nominated by the Insured Person, or in default to his or her beneficiaries.
- **Disability:** the claim is payable in accordance with the French scale in force. In the event of disability, the Insured Person will receive a payment calculated by applying, to the sum specified in the Table of Cover, the degree of disability of the Insured Person in accordance with the scale below.

For persons over 70, cover is limited to air travel.

#### For minor Insured Persons:

We assist in the following cases:

- **Death of a child:** we indemnify you for funeral expenses incurred up to the limit specified in the Table of Cover,
- **Disability of a child:** in the event of total permanent disability of the insured child, we make a payment calculated by applying, to the sum specified in the Table of Cover, the degree of disability of the insured child in accordance with the French scale in force.

### DISABILITY SCALE

	RIGHT	LEFT
• Total loss:		
• of an arm	70%	60%
• of a forearm or hand	60%	50%
• of a thumb	20%	17%
• of an index finger	12%	10%
• of a middle finger	6%	5%
• of a ring finger	5%	4%
• of a small finger	4%	3%
• of a thigh		55%
• of a leg		40%
• of 2 limbs		100%
• of a foot		40%
• of a big toe		8%
• of other toes		3%
• of 2 eyes		100%
• of partial eyesight or of 1 eye		25%
• Total, incurable and non-aidable loss of hearing		60%
• Total, incurable and non-aidable loss of hearing in one ear		10%
• Total and incurable mental disorder		100%

### DEFINITION OF LOSS

“Loss” means the complete amputation or paralysis of the part of the body concerned or the ankylosis of all the joints.

### EXCLUSIONS TO THE “PERSONAL ACCIDENT WHILST TRAVELLING” COVER

In addition to the exclusions listed in the section “THE INSURANCE AND ASSISTANCE IN GENERAL”, we cannot provide assistance in the following circumstances:

- accidents caused by: blindness, paralysis, mental illness and any pre-existing illness or infirmity at the time of taking out the policy;

- accidents resulting from the practice of certain sports such as: rock-climbing, mountaineering, competitive luge, underwater diving with or without individual apparatus, parachuting and all aerial sports, including kiting or similar sports, spelunking, and those sports resulting from training or taking part in sports competitions;
- accidents caused by the use of a motorcycle with a cylinder capacity exceeding 125 cm<sup>3</sup> either as a driver or a passenger;
- accidents caused by a non-approved transport undertaking used for the public transport of persons.

## HOW IS THE COVER CALCULATED?

- We determine the degree of disability of any injury not mentioned above by comparing its seriousness with that of the cases listed, the victim's occupation not being taken into account.
- The sum payable on a claim can only be determined after consolidation, that is after the date when all the consequences of the accident have stabilised;
- The final degree of disability following an accident affecting an already injured limb or an organ will be equal to the difference between the degree established from the table and its terms of application and the degree prior to the accident;
- Where it is medically confirmed that the Insured Person is left-handed, the degree of disability specified for the right upper limb will apply to the left upper limb and vice versa;
- Where an accident involves more than one injury, the degree of disability used to calculate the sum that we will pay out will be calculated by applying the method used for determining the degree of disability for an industrial accident to the degrees of disability set out in the above table.

**Applying the French scale in force assumes, in all cases, that the consequences of an accident have not been aggravated by a pre-existing illness or infirmity and that the victim has received the appropriate medical treatment.**

**In any other case, the degree of disability will be determined on the basis of the consequences that the accident would have had on a person in a normal physical state of health and who has received correct treatment.**

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your claim form must be accompanied by the following documents:

- a medical certificate;
- any statements by witnesses establishing the occurrence or extent of the accident;

During the course of treatment, the Insured Person must authorise free access by our examining doctor so that he can assess the severity of the accident.

In the event of dispute as to the causes or consequences of the accident, we will submit the dispute to two experts, one of whom is to be chosen by the Insured Person or his or her beneficiaries, and the other by ourselves, subject to our respective rights.

In the case of disagreement by the experts, a third expert will be appointed, either by joint agreement, or by the President of the Tribunal de Grande Instance (Commercial Court) of the Insured Person's place of residence.

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## CIVIL LIABILITY

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### WHAT WE COVER

#### PRIVATE CIVIL LIABILITY WHILST ABROAD

*Multirisik*

We cover pecuniary losses that the Insured Person incurs as the result of bodily and tangible loss and damage caused to others by an accident, fire or explosion occurring during his or her trip, **up to the limit specified in the Table of Cover.**

#### CIVIL LIABILITY - SPORTS

*Sports and Leisure Extension*

We cover pecuniary losses that the Insured Person incurs as the result of bodily and tangible losses and damage caused to others during the course of his or her sports activities, **up to the limit specified in the Table of Cover.**

Cover applies when you are taking part in your sports activities during your trip, on condition that these activities are not covered by an other insurance policy.

## EXCLUSIONS TO THE "CIVIL LIABILITY" COVER

In addition to the exclusions listed in the section "THE INSURANCE AND ASSISTANCE IN GENERAL", we cannot provide assistance in the following circumstances:

- loss and damage caused intentionally by you either as an individual or as the lawful or de facto manager or director of a legal entity;

- loss and damage resulting from the use of motor vehicles, sailing or motorised boats, or taking part in aerial sports;
- loss and damage occurring to any sailing or motorised vehicle (motorcycles, boats, rental cars or other vehicles);
- loss or damage resulting from any occupational activity;
- the consequences of any material loss and damage or bodily injury suffered by the Insured Person, his or her spouse and their ascendant or descendant relatives;
- intangible loss and damage except where they are the consequence of material loss and damage or bodily injury covered under this policy;
- any action taken on the initiative of the Insured Person without the prior agreement of the Insurer;
- accidents resulting from the practice of the following sports: bobsleigh, rock-climbing, skeleton, mountaineering, competitive luge, all aerial sports and sports involving training for or taking part in matches or competitions;
- loss or damage caused to animals or items belonging to you or hired or loaned to you or put in your care;
- fines or financial penalties imposed as a punishment and not constituting direct reparation for material loss and damage or bodily injury.

## NEGOTIATION AND ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability or negotiation that you have accepted without our agreement will be binding on us. However, agreement as to facts is not deemed to be acknowledgement of liability, nor is the giving of urgent assistance to a victim where it consists of an action that any person is lawfully entitled to take.

## PROCEEDINGS

In the event of legal action being taken against you, we will ensure and conduct your defence with regard to the matters and the loss and damage covered under this policy.

You can nevertheless, assist in our case when you can prove a personal interest that it is not covered under this policy.

Our acting in your defence on a precautionary basis cannot be deemed acknowledgement of your entitlement to cover or imply in any way that we will bear any loss and damage that is not covered under this policy.

We retain the right in these circumstances to take legal action against you for the reimbursement of all sums paid by us or placed in reserve on your behalf.

## RECOURSE

With regard to rights of recourse:

- in the civil, commercial or administrative courts, we have free right of exercise of recourse with regard to the cover under this policy;
- in the criminal courts, rights of recourse may only be exercised with your agreement;
- if the litigation only relates to civil matters, a refusal by you to agree to the exercise of the recourse intended will incur for us the right to claim compensation equal to the loss resulting to us.

You may not object to the exercise of recourse by us against any liable third party where the latter is covered by another insurance policy.

## IF YOU BREACH YOUR OBLIGATIONS AFTER A CLAIM

Even if you breach your obligations after a claim event, we are obliged to compensate any persons to whom you are liable. We retain the right in these circumstances to take legal action against you for the reimbursement of all sums paid by us or placed in reserve on your behalf.

## COSTS OF PROCEEDINGS

We will bear the costs of proceedings, discharge fees and other costs of settlement. However, if judgment is entered against you in a sum higher than the amount of cover, each of us will pay the judgment in proportion to our respective shares.

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## ENFORCED STAY ABROAD

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### *Multirisk*

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The assistance benefits of this policy will be extended to us bearing the actual costs of accommodation, meals, and essential items which would be the Insured Person's responsibility where he or she is obliged to stay in his or her place of stay after the original intended date of return for a reason that is beyond his or her control and was unknown and unforeseeable at the time of his or her departure, with the characteristics of force majeure and duly proven.

**The "enforced stay abroad" cover does not apply in the event of it being impossible to leave is linked to a failure by the organiser (tour operator, travel agent, airline company etc.) and/or the insured undertaking in the physical organisation of the trip.**

## DETAILS OF THE COVER

The “enforced stay abroad” cover applies, by way of derogation from this policy, to an extension of the trip resulting directly or indirectly from a natural disaster or act of terrorism.

It should be noted that by exception to the above derogation, all provisions of this policy, including the exclusions, will remain applicable under the terms of the General Conditions.

The maximum compensation is fixed at 10% of the price of the insured trip per additional night following the date of the originally intended date of return, with a minimum of €50 per night and a maximum of 5 nights beyond the first night. The first night will not be compensated.

Further, by derogation to the section “taking effect and duration of cover” of the policy, we will automatically extend the cover provided under the policy over the entire stay (where not interrupted) where the Insured Person is obliged to stay in his or her place of stay after the original intended date of return for a reason that is beyond his or her control and was unknown and unforeseeable at the time of his or her departure, with the characteristics of force majeure and duly proven.

**This cover cannot be combined with the “ENFORCED EXTENSION OF TRIP” cover.**

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## PRICE GUARANTEE

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**The PRICE GUARANTEE COVER is only valid if you have taken it out in addition to the “Multirisk” option and paid the corresponding premium.**

**This cover must be taken out on the date of booking the trip and simultaneously with taking out the “Multirisk” option.**

## NATURE OF THE COVER

In the event of a change in the price of your trip occurring between the booking date and the date of payment of the balance and where this latter date is not less than 30 days prior to your departure, we will cover, up to the limits specified in the **Table of Cover**, reimbursement of additional costs resulting from such price increase for your trip (see “Our cover only applies in the following cases”).

**Trigger of Cover:** We will bear the additional costs between the booking date and the date of payment of the balance for your trip where this latter date is not less than 30 days prior to your departure, on condition that the increase in the price of your trip exceeds €20 per person for a short-haul trip and €40 per person for a long-haul trip.

**Our cover only applies in the following cases:**

- Increased fuel costs: an increase in the cost of air or sea travel linked to an increase in fuel costs (WTI index), occurring between the date of booking and the date of payment of the balance for your trip where the latter date is not less than 30 days prior to your departure;
- Increase in taxes and fees: landing, embarkation and disembarkation fees at ports and airports, occurring between the date of booking and the date of payment of the balance for your trip where the latter date is not less than 30 days prior to your departure;
- Increase in currency exchange rates occurring between the date of booking and the date of payment of the balance for your trip where the latter date is not less than 30 days prior to your departure;

**An increase in the cost of your trip for any reason other than those specified above will not give rise to any reimbursement.**

## EXCLUSIONS TO THE “PRICE GUARANTEE COVER”

In addition to the exclusions listed in the section “THE INSURANCE AND ASSISTANCE IN GENERAL”, we cannot provide assistance in the following circumstances:

- an increase in the price of your trip following the booking of new services or an amendment to your original booking;
- an increase in the price of your trip due to a failure of any nature, including financial, of the organiser of your trip or the transport provider, making performance of the contractual obligations impossible.

## PROCEDURE IN THE EVENT OF A CLAIM

Within five working days from the effective date of the claim, save in the event of exceptional circumstances or force majeure, you must send APRIL International Voyage (APRIL International Voyage, Client Management Service, TSA 10778 – 92679 COURBEVOIE Cedex), either by post or e-mail ([indemnisation@aprilvoyage.com](mailto:indemnisation@aprilvoyage.com)), all documents necessary for us to compile the case and also prove the merits and the amount of the claim, stating your full name, policy number and the name and address of your travel agent.

- For Tour Operator cases you must send APRIL International Voyage:
  - the original booking confirmation;
  - the invoice notifying you of the price increase for your trip;
- For Billing and Settlement Plan (BSP) tickets you must send APRIL International Voyage:
  - screenshots (to be obtained from your travel agent) as at the booking date and at the issue date;
  - the invoice issued by the agent for the increased price between the booking date and the issue date.

## REIMBURSEMENT

The reimbursement will be sent direct to you or your beneficiaries and to no other individual or corporate entity.

## GENERAL PROVISIONS OF ASSISTANCE

**Repatriation or enforced early return will not be covered unless you have made a prior telephone call to the Assistance Centre and obtained their approval.**

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## ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR ACCIDENT

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### TRANSPORT/REPATRIATION

#### *Multirisk*

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Our doctors will make contact with the local doctor or hospital taking care of you following an illness or accident.

They will obtain all information needed to make a decision in your medical interests, either by the local doctor or your usual doctor.

The information obtained will allow us, after a decision by our doctors, to arrange and pay, according to your medical needs alone, either for your return home, or where necessary transport under medical supervision to a suitable hospital close to your home, by light ambulance, ambulance, sleeping-car, first class rail (couchette or seat), economy class air or air ambulance.

In certain cases, it may be necessary for your safety to take you to a local healthcare centre before considering return to a facility near to your home.

Only your medical interests and compliance with the health legislation in force will be taken into consideration when making the decision on transport, the means of transport and the place of hospitalisation.

Information from the local doctors or your usual doctor, which may be essential, will help us in making the most appropriate decision.

It is in this respect expressly agreed and understood that the final decision to be made in your medical interests will be taken by our doctors in order to avoid any disagreement between the medical authorities.

In the event of your refusal to comply with a decision regarded as the most advisable by our doctors, you expressly discharge us from all liability, especially in relation to your return by your own means, and in the event of an aggravation of your state of health.

### RETURN OF INSURED MEMBERS OF YOUR FAMILY OR TWO COMPANIONS

#### *Multirisk*

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Where we arrange your repatriation, we will, in accordance with the advice of our Medical Service, arrange for the transport of the insured members of your family or two other insured persons to accompany you, where possible, on your return.

This transport will be:

- either with you,
- or individually.

We will bear the costs of travel of these insured persons by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home.

### COMPANION DURING HOSPITALISATION

#### *Multirisk*

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If you are hospitalised at the place of your illness or accident and our doctors judge from information provided by the local doctors that you cannot return home within five days, we will arrange and bear the costs of a return first class rail fare or economy air fare for a person of your choice from your country of origin, for him or her to be present at your bedside.

Additionally, we will pay this person's hotel costs (room and breakfast) for a maximum of 10 nights **up to the maximum specified in the Table of Cover.**

**This benefit cannot be combined with the "RETURN OF INSURED MEMBERS OF YOUR FAMILY OR TWO COMPANIONS" benefit.**



## EXTENSION OF TRIP

### *Multirisk*

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Where you are hospitalised and our doctors judge from information received from the local doctors that hospitalisation is necessary after your original return date, we will bear the costs of accommodation (room and breakfast) of an insured companion **up to a maximum of 10 nights and the amount specified in the Table of Cover**, for him or her to stay with you.

**This benefit cannot be combined with the “Companion During Hospitalisation” cover.**

## ACCOMPANIMENT OF YOUR CHILDREN

### *Multirisk*

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Where as the result of illness or injury it is impossible for you to look after your children under 18 travelling with you, we will arrange and bear the costs of a return first class rail or economy class air fare from the country of origin of a person of your choice or one of our hostesses, to accompany your children back to your country of origin, to your home or the home of a member of your family as chosen by you. You will be responsible for the costs of the children’s tickets.

## ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD)

### *Multirisk - Sports and Leisure Extension*

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Before leaving for abroad, we recommend that you supply the forms suitable for the nature and duration of your trip and the country you are visiting (there is specific legislation for the European Economic Area). These various forms are issued by the Caisse Primaire d’Assurance Maladie (Primary Sickness Insurance Fund) of which you are a member for the purpose of entitlement to payment of your medical expenses by these bodies in the event of illness or accident.

### **Type of medical expenses giving right to additional reimbursement**

Additional reimbursement covers the expenses specified below, on condition that they are in connection with treatment received abroad following illness or accident occurring abroad:

- medical fees;
- charges for medication prescribed by a doctor or surgeon;
- ambulance or taxi charges ordered by a doctor for a local journey while abroad;
- hospitalisation fees where you are deemed unfit to travel by our doctors after obtaining information from the local doctor. Additional reimbursement of hospital fees will cease from the date on which we are able to arrange for your transport;
- costs of underwater diving decompression treatment (**solely under the Sports and Leisure extension**);
- a dental emergency with a limit as specified in the Table of Cover.

### **Amounts and conditions for payment:**

We will reimburse medical expenses incurred abroad and for which you are responsible after reimbursement has been made by State, mutual fund and/or other health insurance **up to the limit specified in the Table of Cover and after deduction of an excess per insured person and per event in all cases.**

For this purpose, you (or your beneficiaries) undertake to take, on return to your country of origin, all steps necessary to recover these expenses from the bodies concerned, and to send us the following documents:

- original statements of account from the welfare and/or health cover scheme providers proving the reimbursements received;
- photocopies of medical bills proving payment of the expenses incurred.

In default, we will not be able to make a reimbursement.

## ADVANCE PAYMENT FOR HOSPITALISATION CHARGES (ABROAD)

### *Multirisk*

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You are ill or injured during the trip: where you are hospitalised we will hospital fees **within the limit specified in the Table of Cover.**

This advance will be made subject to all of the following conditions:

- for treatment prescribed with the agreement of our doctors;
- where you are deemed unfit to travel by our doctors after obtaining information from the local doctor.

No advance will be made after the date on which we are able to arrange your transport, even if you decide to stay at your location.

In all cases, you undertake to reimburse this advance to us no later than 30 days after receipt of our invoice. To be reimbursed yourself, you will need to take the steps necessary to recover your medical expenses through the authorities concerned. This obligation applies even where you have initiated the abovementioned reimbursement procedures.

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## ENFORCED EARLY RETURN

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### ENFORCED EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER, THE PERSON CARING FOR YOUR MINOR CHILD OR A HANDICAPPED PERSON OR A PROFESSIONAL WORK REPLACEMENT.

#### *Multirisk*

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During your trip, you learn of the serious and unforeseen hospitalisation of a member of your family, the person looking after your minor child and/or a handicapped person at your home, or your professional work replacement. To enable you to be present at the bedside of the person hospitalised in your country of origin, or for you to return to work, we will arrange and bear the costs of your inbound travel by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home.

If you fail to submit documentary proof (proof of hospitalisation, proof of relationship etc.) within a maximum of 30 days, we reserve the right to invoice you for the whole of the benefit.

Nomination of the person in charge of the care of your minor child and/or a handicapped person, or your professional work replacement, must be made at the time of taking out the policy in order for this cover to be applicable.

### ENFORCED EARLY RETURN IN THE EVENT OF DEATH OF A FAMILY MEMBER, THE PERSON CARING FOR YOUR MINOR CHILD, A HANDICAPPED PERSON OR A PROFESSIONAL WORK REPLACEMENT

#### *Multirisk*

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During your trip, you learn of the death of a member of your family, the person looking after your minor child and/or a handicapped person at your home, or your professional work replacement. To enable you to be present at the funeral in your country of origin, we will arrange and bear the costs of your inbound travel by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home.

If you fail to submit documentary proof (death certificate, proof of relationship etc.) within a maximum of 30 days, we reserve the right to invoice you for the whole of the benefit.

Nomination of the person in charge of the care of your minor child and/or a handicapped person, or your professional work replacement, must be made at the time of taking out the policy in order for this cover to be applicable.

### ENFORCED EARLY RETURN IN THE EVENT OF A FIRE AT HOME

#### *Multirisk*

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During your trip, you learn of a flood, explosion, fire or burglary at your home necessitating your presence to deal with official matters. We will arrange and bear the costs of your inbound travel by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home. Only expenses additional to those that you would have normally had to incur for your return journey home will be paid. If you fail to submit documentary proof (declaration of claim to the insurer, expert's report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the whole of the benefit.

### ENFORCED EARLY RETURN IN THE EVENT OF A TERRORIST ATTACK AT YOUR DESTINATION

#### *Multirisk*

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During your trip, you learn of a terrorist attack within a maximum radius of 100 km from where you are staying. If you wish to curtail your trip, we will arrange and bear the costs of your inbound travel by first class rail or economy class air and as appropriate, taxi fares on departure from the place where you are staying to the station or airport, and on arrival, from the station or airport to your home.

Only expenses additional to those that you would have normally have to incur for your return journey home will be paid.

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## ASSISTANCE IN THE EVENT OF DEATH

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### TRANSPORT AND COSTS OF A COFFIN IN THE EVENT OF DEATH OF AN INSURED PERSON

#### *Multirisk*

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An insured Person dies during his or her trip: we will arrange and bear the costs of transport of the deceased to the place of the funeral in the Insured Person's country of origin. We will also pay all expenses necessary for the preparation and special arrangement of the transport, but excluding all other expenses. In addition, we will contribute to the cost of a coffin or urn, to be purchased by you from a funeral undertaker of your choice, **up to the limit specified in the Table of Cover.**

The family will be responsible for the payment of other expenses (including the funeral ceremony, procession and burial).

## RETURN OF FAMILY MEMBERS OR TWO ACCOMPANYING INSURED PERSONS

*Multirisk*

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Where appropriate, we will arrange and pay for the inbound journey, by first class rail or economy class air, and taxi fares on departure and arrival, of two beneficiaries or the beneficiary members of the family who were travelling with the deceased so that they can attend the funeral, to the extent that the original means of transport intended for their return to their country of origin cannot be used.

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## TRAVEL ASSISTANCE

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### TRAVEL INFORMATION

*Multirisk*

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At your request, we can provide information concerning:

- medical precautions to be taken before travelling (vaccinations, medicines etc.);
- administrative formalities to be completed before travelling or during travel (visas etc.);
- travel facilities (available transport, air timetables etc.);
- local conditions (temperature, climate food etc.);

### ADVANCE OF A BAIL BOND (ABROAD)

*Multirisk*

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If you are prosecuted following a road traffic accident (and for no other reason) caused by you, we will advance the cost of a bail bond **up to the limit specified in the Table of Cover**. You undertake to repay this advance within a time limit of 30 days from receipt of our invoice or as soon as the bail bond is refunded to you by the authorities if this is earlier than the expiry of this time limit.

This benefit does not cover legal proceedings commenced in your country of origin as the result of an accident occurring abroad.

### LAWYER'S FEES (ABROAD)

*Multirisk*

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If you are prosecuted following a road traffic accident (and for no other reason) caused by you, we will pay an on-site lawyer's fees **up to the limit specified in the Table of Cover**, on condition that the alleged offences are not punishable by criminal penalties under the legislation of the country concerned. This benefit does not cover legal proceedings commenced in your country of origin as the result of an accident occurring abroad. This cover excludes offences relating to occupational activities.

### COSTS OF SEA AND MOUNTAIN SEARCH AND RESCUE

*Multirisk - Sports and Leisure Extension*

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We will bear the costs of sea and mountain search and rescue (including for off-piste skiing) **up to the limit specified in the Table of Cover**. Only costs invoiced by an undertaking duly approved for such activities can be reimbursed.

### COSTS OF SEARCH AND RESCUE ON MARKED SKI SLOPES

*Sports and Leisure Extension*

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If you have an accident whilst skiing on a marked piste, we will bear the costs of rescue from the site of the accident to the nearest healthcare centre with no limit to the amount.

We will not in any circumstances be responsible for arranging assistance.

### ASSISTANCE IN THE EVENT OF THEFT, LOSS OR DESTRUCTION OF IDENTITY PAPERS OR MEANS OF PAYMENT

*Multirisk*

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During your trip, your papers are lost or stolen. From Monday to Saturday, from 8:00 a.m. to 7:30 p.m. (French time) except Sundays and public holidays, if you call our Information Service, we will tell you what action you need to take (lodging complaints, replacement of documents etc.).

This information is of a documentary nature in accordance with Article 66.1 of the Law of 31 December 1971, as amended. It can in no event consist of legal advice. On a case by case basis, we will direct you to the bodies or types of professionals able to assist you. We cannot in any circumstances be held liable for the interpretation of or the use that you make of the information provided.

In the event of theft or loss of your means of payment (credit card(s), check book(s) etc.), we will send you, on payment by a third party of the appropriate sum and after the prior agreement of the financial institute that issued the payment document concerned, **an advance of funds up to the limit specified in the Table of Cover**, for you to deal with urgent expenditure, on condition that you submit a certificate of theft or loss issued by the local authorities.

## SHIPMENT OF MEDICATION ABROAD

### *Multirisk*

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If you are travelling abroad and your vital medication essential for your treatment, the interruption of which puts you at the risk of your health, according to the opinion of our doctors, is lost or stolen, we will locate equivalent medication at your location and arrange a medical consultation by a local doctor who will prescribe it to you.

You will be responsible for the payment of the medical fees and the costs of the medication. If there is no equivalent medication at your location, we will arrange for the shipment of the medication from France as prescribed by your own doctor, on condition that he or she sends our doctors a duplicate copy of the prescription issued to you and that this medication is available at the pharmacies in the town.

We will bear the delivery costs and re-invoice you the customs fees and the cost of purchase of the medication. You undertake to reimburse us on receipt of the invoice.

Such shipments are subject to the terms and conditions of the transport companies we use. In all cases, they are subject to the legislation and conditions imposed by France and each other country with regard to the import and export of medicinal products.

We decline all liability for loss, theft and legislative restrictions that delay or make impossible the shipment of medicinal products and any consequences arising therefrom.

In no cases do we cover the shipment of blood products and derivatives of blood, products restricted for hospital use and products requiring special storage, including refrigeration, and in general, products not available from pharmacies in France. In addition, the cease of manufacture, the withdrawal from the market or non-availability of the medication in France constitute force majeure that may delay the provision of this benefit or make it impossible.

## ASSISTANCE FOR A CLAIM AT YOUR HOME

### *Multirisk*

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There is a flood, fire or burglary at your home during your trip and the loss and damage caused require precautionary action.

We will put you in contact with a specialist (plumber, locksmith, glazier, security company etc.) and we will bear the costs of assistance **up to the limit specified in the Table of Cover**.

Additionally, if your home is uninhabitable on your return, we will arrange and bear the costs of you staying in a hotel for a maximum of two nights **up to the limit specified in the Table of Cover**.

## DOMESTIC HOME HELP (IN FRANCE) IN THE EVENT OF HOSPITALISATION FOLLOWING REPATRIATION

### *Multirisk*

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Following repatriation arranged by us, you are hospitalised on your return to France for more than 5 days. We can provide you with a home help at your home who will assist you either on the date of your hospitalisation or the date of your return from hospital. We will bear the costs of this home help for up to 3 hours, spread out at your convenience.

## EXCLUSIONS TO THE ASSISTANCE BENEFITS

We cannot in any circumstances replace the local services in the event of an emergency.

In addition to the exclusions listed in the section "THE INSURANCE AND ASSISTANCE IN GENERAL", the following are excluded:

- the consequences of fraudulent conduct, attempted suicide or suicide;
- pre-existing illnesses and/or injuries diagnosed and/or treated and for which you have been hospitalised for a continuous period, for one day or for out-patient treatment during the 6 months preceding any request for assistance where it arises from the manifestation or aggravation of the said condition.
- the consequences of exposure to infectious biological agents, chemical agents of the nature of warfare gas, incapacitating agents, neurotoxic agents, or long-term residual neurotoxic effects, resulting in quarantine, preventive measures or special supervision by the international health authorities and/or the local health authorities in the country where you are staying and/or the national health authorities of your country of origin;
- expenses incurred without our approval or not expressly provided for by these General Policy Conditions;
- expenses not vouched for by original documents;
- claim events occurring in countries excluded from cover or outside the dates of validity of the policy, including after the intended duration of the journey abroad;
- the consequences of incidents arising during the course of motorsport events, races or competitions (or trials), submitted under the legislation in force for prior authorisation of the public authorities, where you take part in them as a competitor;
- travel undertaken for the purpose of medical tests and/or treatment, or aesthetic surgery;

- the arrangement and cost of transport referred to in the paragraph "Transport/Repatriation" for minor conditions that can be treated on the spot and which do not prevent you from continuing your travel or your stay;
- requests for assistance in connection with medically-assisted fertilisation or the voluntary termination of pregnancy;
- medical devices and prostheses (dentures, hearing aids etc.);
- thermal treatments and the resultant costs;
- medical expenses incurred in your country of origin;
- intentional hospitalisation;
- optician's charges (e.g. spectacles or contact lenses);
- vaccines and vaccination charges;
- medical check-ups and the resultant expenses;
- procedures of an aesthetic nature and any consequences arising;
- accommodation in a rest home and the resultant expenses;
- rehabilitation, physiotherapy or chiropractics and the resultant expenses;
- medical and paramedical services and the purchase of products the therapeutic nature of which is not recognised under French legislation, and the resultant expenses;
- search and rescue for persons in the desert and the resultant expenses;
- costs relating to the excess weight of luggage when carried by air and the costs of luggage handling when it cannot be transported with you;
- costs of cancellation of the trip;
- restaurant costs;
- customs charges;
- the practice of snow sports off-piste where prohibited by a local authority or prefectural order;
- the costs of mechanical ski lift passes and the hiring of skiing equipment;
- NBC (nuclear, biological and chemical) risks.

No assistance can be provided for:

- medical conditions resulting from exposure to infectious biological agents, chemical agents of the nature of warfare gas, incapacitating agents, neurotoxic agents, or long-term residual neurotoxic effects, or contamination by radioactivity consequent to an accidental or intentional act (terrorism).

## APRIL International Voyage

TSA 30780, 92679 COURBEVOIE CEDEX

Tel No. 01 73 03 41 01

SA (French public limited company) with a share capital of €516,500 -  
company registration number RCS Paris B 384.706.941  
Insurance brokerage and management company

Professional civil liability financial and insurance guarantee provided  
In accordance with Articles L 530-1 and L 530-2 of the Insurance Code



The insurance cover and assistance specified in this document are underwritten by AXERIA Insurance Limited, under the number AIVSA14002.

**In case of legal problems with this contract, only the French version will be taken into consideration.**

## **APRIL, insurance made easy**

APRIL, an international insurance services group and leading wholesale broker in France, has centred its development around customers and innovation since it was established in 1988, setting a single ambition: to make insurance easier and more accessible to everyone.

APRIL designs, manages and distributes specialist insurance solutions, covering health and personal protection, property and casualty, mobility and legal protection, as well as assistance services, for private individuals, professionals and businesses.

With over 3,900 employees, APRIL has operations in Europe, North and South America, Asia, Africa and the Middle East. The group produced a consolidated turnover of €997.2m in 2018.

## **APRIL International Voyage**

### **EXPERIENCE:**

APRIL International Voyage has been a national insurance broker for more than 30 years, specialists in the creation, marketing and management of insurance and assistance policies in the tourist sector. This status of broker enables us to work with the best insurance companies.

### **PERFORMANCE**

In 2018 APRIL International Voyage insured more than 1.5 million people worldwide and managed more than 20,000 claims.

### **OUR COMMITMENT:**

- To guide you in your choice of cover.
- To protect you according to your needs.
- To help you before and during your trip.

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YOUR TRAVEL AGENT

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