



# Advice to Traveller

## Important Phone Numbers

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them in an emergency or if **You** need to make a **Claim**.

### Chubb Assistance

For overseas medical emergencies please contact **Chubb Assistance** on:

Telephone: **+33 170 791 318**  
(24 hours a day, 365 days a year)

### Chubb Claims

Use the Claims Portal found [here](#).  
Telephone: **+33 170 791 317**  
Email: [travelinsurance.be@crawford.com](mailto:travelinsurance.be@crawford.com)

### Chubb Customer Service

Telephone: **+33 170 791 317**  
Email: [travel.en@chubb.com](mailto:travel.en@chubb.com)

## Helpful hints for your insurance

- Take copies of **Your** policy documents on **Your Trip** with **You**;
- Report any **Loss** of theft to the hotel or local police within 24 hours and get a report from them;
- Keep **Valuables** safe (for example in a safety deposit box);
- Don't leave **Valuables** lying around or in view of other people;
- Leave yourself enough time to get to the airport, park, and get through security. Remember to allow time for delays in traffic or travel
- Contact **Us** if **You** have a change in health that may lead to **You** having to cancel or alter **Your Trip**
- Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy **+33 170 791 317**.
- To make claim: Use the Claims Portal found [here](#).

## Immunisations

**You** may need extra immunisations when travelling **Abroad**. Check whether **You** do before travelling online at <https://www.pasteur.fr/fr/sante>

## EHIC

If **You** are travelling to Europe (all EU countries plus Iceland, Liechtenstein, Norway & Switzerland) **You** should obtain a European Health Insurance Card (EHIC) and take it with **You** when **You** travel. This will allow **You** to benefit from the reciprocal health arrangements, which exist with these countries and, if **You** have a valid **Claim** for Medical Expenses under this Policy, **We** will not deduct the **Excess** where the cost of **Your Claim** has been reduced by **You** using **Your** EHIC.

**You** can get more information about the EHIC, apply or renew **Your** EHIC: Online at [ameli.fr](http://ameli.fr).

## Waiver

If **You** have a valid **Claim** for medical expenses under this Policy, which is reduced by **You**

- using an EHIC; or
- taking advantage of a reciprocal health agreement with the **France** or
- using **Your** private medical insurance at the point of treatment,

**We** will not deduct the excess.

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# Welcome

## Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Certificate of Insurance and the information supplied when applying for this insurance, is a contract between **You** and **Us**. Cover provided under this Policy is underwritten by Chubb European Group SE (**We/Us**).

This Policy pays benefits, in accordance with this Policy Wording, in the event that **You** need to cancel **Your Trip** before it begins, or **You**:

- suffer illness or injury; or
- are delayed en route; or
- suffer **Loss** or damage to **Your Personal Property**, or **Business Equipment** whilst on a **Trip**.

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Trip** where sports or activities are the main reason for **Your** trip, unless you have purchased the Winter Sports extension.

**You** (as specified in the Certificate of Insurance) and **Chubb** agree that **You** shall pay the premium as agreed. The Certificate of Insurance and this Policy Wording provide the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered this Policy and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

**You** should check over the Policy Wording and Certificate of Insurance carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately, if anything is incorrect, as this could affect Policy cover in the event of a **Claim**. **You** should keep these documents in a safe place. **You** must tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect Policy cover, even if **You** do not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new Certificate of Insurance each time a change is agreed.

## Table of Benefits

Section	Benefit Amounts / Limit of Liability	Excess <sup>1</sup>
1. Cancellation	Flight Cost <sup>2</sup> plus up to 500€ for unused travel costs	X
2. Medical Expenses & Repatriation		
A.		
i. and ii. Medical Expenses & Emergency Repatriation Expenses	up to 250,000€	✓
iii. Travel Expenses	60€ per day up to a Max of 600€	
B. Accompanying Traveller Expenses	60€ per day up to a Max of 600€	✓
C. Cremation Burial or Transportation Charges	up to 5,000€	✓
D. Emergency Dental Treatment	up to 250€	✓
3. Hospital Benefit	15€ for each full 24 hours up to a Max of 750€	X
4. Travel Delay/Abandonment		
A. Each complete 12 hour period	75€ up to a Max of 300€	X
B. Abandonment	up to 500€	✓
5. Missed Departure	up to 200€	✓
6. Curtailment	up to 500€	✓
7. Personal Effects and Baggage		
A. Loss, damage or theft	up to 1,500€	✓
Single item limit	250€	
Valuables limit	up to 250€	
Sports equipment limit	up to 250€	
B. Delayed Baggage	up to 200€ after 12 hours delay	X
8. Business Equipment	up to 1,500€	
A. Loss, damage or theft	250€	
Single item limit	up to 250€	
Valuables limit		
B. Business equipment hire	50€ for each full 24 hours up to a Max of 250€	
9. Loss of Passport / Driving Licence temporary replacement costs	up to €250	X
10. Personal Accident	up to €10,000	X
11. Personal Liability	up to €1,000,000	✓
12. Overseas Legal Expenses	up to €10,000	X

<sup>1</sup> A 50€ excess applies to each benefit section per person as highlighted in the table above.

<sup>2</sup> Flight Cost means the total cost of Your flight as shown on Your flight booking confirmation.

The table above shows the maximum amounts that are covered under the Policy per Person Insured.

# Important Information

## How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 31 in this Policy Wording.

## How to Cancel

Guidance on how to cancel this Policy is detailed on page 36 in this Policy Wording.

## General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 36 to 37 and 29 to 30 in this Policy Wording.

## Persons Covered

All **Persons Insured** on this Policy must be:

1. permanently resident in **France** and be in **France** at the time of purchasing this Policy; and
2. 64 years of age or under at the time of purchasing this Policy.

## Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 38 to 40 in this Policy Wording.

## Children

**Children** will only be covered when they are travelling with an adult named under **Person(s) Insured** on the Certificate of Insurance.

## Trips Covered

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance, as long as **You** have booked a return flight to **Your** country of origin before you depart for **Your Trip**.

## Trips Not Covered

We will not cover any Trip

- which involves manual work of any description;
- where sports or activities are the main reason for Your trip (unless you have purchased the Winter Sports extension and are on the Trip specifically to take part in that activity under this Policy);
- which involves You travelling on a Cruise;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other circumstance that could reasonably be expected to result in a Claim under this Policy.
- Involving travel to areas where the Ministry for Europe and Foreign Affairs – France Diplomatie, has assigned a security status that travel is Not Recommended unless there is a compelling reason or Formally Discouraged. If you are not sure there is a travel warning for your destination, please visit their website [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr)

## The Cover We Provide

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 7 in this Policy Wording.

## When You Are Covered

1. Cancellation cover under Section 1 begins when a **Trip** is booked, or from the commencement date and time stated in the Certificate of Insurance, whichever is later. It ends when **You** leave **Your** home in **France** to commence **Your Trip**.



2. Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance**.

### When Cover Will End Automatically

All cover will end when the **Period of Insurance** ends.

### Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** policy will automatically be extended at no extra charge for:

- up to 14 days if any **Public Transport** in which **You** are booked to travel as a ticket-holding passenger is unexpectedly delayed, cancelled or **Curtailed** because of **Adverse Weather**, industrial action, or mechanical breakdown; or
- up to 30 days (or any longer period agreed by **Us** in writing before this automatic extension expires) if **You** cannot return home **Due To**:
  - **You** being injured or becoming ill or being quarantined during a **Trip**
  - **You** being required to stay on medical advice with another **Person Insured** named on **Your** Certificate of Insurance who is injured or becomes ill or is quarantined during a **Trip**.

### Leisure Activities and Sports

**You** are automatically covered when participating in any of the leisure activities or sports listed in this section, on a recreational basis during **Your Trip**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/recognised safety equipment;
3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers;

4. **You** are not racing or competing in or practising for speed or time trials of any kind; and
5. It is not the main reason for **Your Trip** (unless **You** have purchased the Winter Sports Extension and are on a Trip specifically to take part in Winter Sports covered under this Policy).

### Important Note

If a leisure activity or sport is not listed then we will not provide cover under the Policy.

- Archery (provided supervised by a qualified person)
- Arm wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding
- Bowls
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling
- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)
- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided **You** wear a crash helmet)
- Golf
- Handball

- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and **You** travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)
- In line skating
- Javelin
- Jet skiing
- Korfball
- Lacrosse
- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided **You** wear a crash helmet, and hold a full (and not provisional) **French** motorcycle licence if **You** are in control of the motorcycle
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Roller skating
- Roller blading
- Rounders
- Rowing (on inland waters only)
- Running (recreational)
- Safari (camera only and professionally organised)
- Sail boarding
- Sailing or yachting (inland and coastal waters only)
- Scuba diving (to a depth not exceeding 18m and provided that **You** are either accompanied by a qualified instruction, or **You** are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball

- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Triple jump
- Tug of war
- Twirling
- Volleyball
- Water polo
- Water skiing
- Wind surfing

### Optional winter sports extension

If the optional Winter Sports Extension is shown as covered on **Your** Policy Schedule, the list of Covered Leisure Activities and Sports is extended to include the following, provided that **You** participate on a non-competitive basis only and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/recognised safety equipment;
3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers; and
4. **You** are not racing or competing in or practising for speed or time trials of any kind.

### Important Note

If a winter sport is not listed, then we will not provide cover under the Policy.

- Bigfoot skiing
- Cross country skiing
- Dog sledding
- Glacier skiing
- Glacier walking
- Kite snowboarding
- Langlauf
- Mono skiing
- Skiing or snowboarding (including off piste when accompanied by or under the instruction of a qualified local guide)
- Ski touring
- Snowblading
- Speed skating
- Tobogganing
- Use of snowmobiles and skidoos

Please refer to the relevant exclusions under each section of **Your** Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 11. Personal Liability relating to the ownership, possession or use of vehicles.

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# Chubb Assistance

**Chubb Assistance** can provide a range of assistance and medical related services during **Your Trip Abroad**. Please make sure **You** have details of this Policy, including the Policy Number and **Period of Insurance** when **You** call.

To contact **Chubb Assistance** please call: **+33 170 791 318**.

## Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad** **You** must contact **Chubb Assistance** immediately if **You** need hospital in-patient treatment, specialist treatment, medical tests, scans or to be brought back to **France**.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative must contact **Chubb Assistance** as soon as possible.

If **Chubb Assistance** is not contacted, **We** may reject **Your Claim** or reduce its payment.

In all other circumstances **You** are entitled to use the services of **Chubb Assistance** detailed in this section, as appropriate.

**Chubb Assistance** - Medical Emergency and Referral Services can help with:

- A. Payment of bills - if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor(s)** will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to **France** - if the **Doctor** appointed by **Chubb Assistance** believes treatment in **France** is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Trip**.
- C. Provision of medical advice –
  - i) if **You** require emergency consultation or treatment **Abroad**, **Chubb Assistance** will provide the names and

addresses of local **Doctors**, hospitals, clinics and dentists, and its panel of **Doctors** will provide telephone medical advice.

- ii) if necessary **Chubb Assistance** will make arrangements for a **Doctor** to call, or for **You** to be admitted to hospital.

- D. Unsupervised **Children** - if a **Child** is left unsupervised on a **Trip Abroad** because **You** are hospitalised or incapacitated, **Chubb Assistance** may organise their return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

## Personal Assistance Services

- The services under this Section are provided by **Chubb Assistance** and are only available during a **Trip Abroad**.
- These are non-insured facilitation services making use of **Chubb Assistance's** wide experience and contacts. Any costs incurred, for example for message relay, must be reimbursed to **Chubb Assistance** unless they form part of a successful **Claim** under an appropriate Section of this Policy.

**Chubb Assistance** – Personal Assistance Services can help with:

- A. **Transfer of emergency funds**  
Transfer of emergency funds up to 250€ per **Trip** if access to normal financial/ banking arrangements are not available locally. In order to reimburse **Chubb Assistance** **You** must authorise **Chubb Assistance** to debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account in France.
- B. **Message relay**  
Transmission of urgent messages to relatives or business associates if

medical or travel problems disrupt a **Trip** travel schedule.

- C. **Replacement travel documents**  
Assistance with the replacement of **Lost** or stolen tickets and travel documents, and referral to suitable travel offices. **Chubb Assistance** will not pay for any item.
- D. **Emergency translation facility**  
A translation service if the local provider of an assistance service does not speak English.
- E. **Legal help**  
Referral to a local English speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.



## Section 1 - Cancellation

### What is covered

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We will refund **You** unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting **Your Trip**), which **You** have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a **Trip Due To**:

6. **You or Your Travelling Companion(s)**
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.
7. **Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague** or someone **You** have arranged to stay with on **Trip**:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or provided that such reasons for cancellation are confirmed by a **Doctor**.
8. the police requiring **You or Your Travelling Companion's** presence following a burglary or attempted

burglary at **Your or Your Travelling Companion's** home.

9. serious fire storm or flood damage to **Your or Your Travelling Companion's** home, provided that such damage occurs within the 7 days immediately prior to commencement of **Your Trip**.
10. the compulsory jury service or subpoena of **You or Your Travelling Companion**
11. **You or Your Travelling Companion** being made redundant and having registered as unemployed.

### What is not covered

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1. **Any Claim Due To**
  - A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment in the 5 year period before **Your Trip** was booked (or commencement of the Period of Insurance if later), and which could result in **You** having to cancel **Your Trip**;
  - B. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or commencement of the Period of Insurance if later), and which could result in **You** having to cancel **Your Trip**;
  - C. any heart-related condition or any type of cancer affecting any person upon whom **Your Trip** depends diagnosed at any time before **Your Trip** was booked (or commencement of the Period of Insurance if later), and which could result in **You** having to cancel **Your Trip**;
  - D. jury service or subpoena if **You or Your Travelling Companion** are called as an expert witness or where **Your or their** occupation would normally require a Court attendance;
  - E. redundancy where **You or Your Travelling Companion**:

- i) were unemployed or knew that You or they may become unemployed, at the time the Trip was booked;
  - ii) are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
  - iii) are self-employed or a contract worker;
- F. any adverse financial situation causing You to cancel Your Trip, other than reasons stated within the section 'What is covered'.
- G. You or Your Travelling Companion(s) deciding that You do not want to travel, unless that reason for not traveling is stated within the section 'What is covered'.
- H. The failure to obtain the necessary passport, visa or permit for Your Trip.
2. Any loss, charge or expense Due To:
- A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
  - B. prohibitive regulations by the government of any country.
3. Any expenses incurred as a result of the imposition of any law, regulation or order made by any public authority or government which impacts Your Trip (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people).
4. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.

## Section 2 – Medical Expenses & Repatriation

### What is covered

If during a **Trip Abroad You**:

1. are injured; or
2. become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Trip Abroad**);

**We** will pay up to the amount stated in the Table of Benefits for:

- A.
  - i) **Medical Expenses**  
All reasonable costs that it is medically necessary to incur outside of **France** for hospital, ambulance surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;
  - ii) **Emergency Repatriation Expenses**  
All reasonable costs that it is medically necessary for **Chubb Assistance** to incur to return **You** to **Your** home in **France**; or to move **You** to the most suitable hospital in **France**; if it is medically necessary to do so.
  - iii) **Travel Expenses**  
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, if it is medically necessary for **You** to stay **Abroad** after **Your** scheduled date of return to France, including travel costs back to France if **You** cannot use **Your** original return ticket.
- B. **Accompanying Traveller Expenses**  
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, by any one other person if required on medical advice to accompany **You** or to escort a **Child** home to France.
- C. **Cremation Burial or Transportation Charges if You die Abroad**

- i) cremation or burial charges in the country in which **You** die; or
- ii) transportation charges for returning **Your** body or ashes back to France.

- D. **Emergency Dental Treatment**  
All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only, outside of France.

### Special Conditions

1. If **You** are injured or become ill **Abroad You** must follow the procedure detailed under 'Making a Claim' on page 31 of this Policy. If **You** do not, **We** may reject **Your Claim** or reduce the amount that **We** pay **You**.
2. **Chubb Assistance** may:
  - A. move **You** from one hospital to another; and/or
  - B. return **You** to **Your** home in France; or move **You** to the most suitable hospital in France; at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.
3. Additional travel and hotel expenses must be authorised in advance by **Chubb Assistance**.
4. All original receipts must be kept and provided to support a **Claim**.

### What is not covered

#### 1. Any Claim Due To:

- A. any pre-existing medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment in the 5 year period before **Your Trip** was booked (or commencement of the Period of Insurance if later);
- B. any pre-existing medical condition for which **You** are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or commencement of the Period of Insurance if later);
- C. any heart-related condition or any type of cancer diagnosed at any time before **Your Trip** was booked (or commencement of the Period of Insurance if later).



2. Any treatment or surgery or exploratory tests:
  - A. not confirmed as medically necessary; or
  - B. not directly related to the injury or illness that You were admitted to hospital for.
3. Surgery, medical or preventative treatment which can be delayed in the opinion of the Doctor treating You until You return to France.
4. Any costs incurred following Your decision not to move hospital or return to France after the date when, in the opinion of Chubb Assistance, You should do so.
5. Cosmetic Surgery.
6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
7. Any medical treatment that You travelled Abroad to obtain.
8. Medication You are taking before, and which You will have to continue taking during, a Trip.
9. Any expenses incurred in France.
10. Any additional travel and accommodation expenses incurred which have not been authorised in advance by Chubb Assistance.
11. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.
12. Any additional costs for single or private room accommodation.
13. Cremation or burial costs in France.
14. The cost of medical or surgical treatment of any kind received by

- a Person Insured later than 52 weeks from the date of the accident or commencement of the illness.
15. The Excess, except where You have obtained a reduction in the cost of medical expenses by using a European Health Insurance Card (EHIC) in the European Union, (including Iceland, Liechtenstein, Norway & Switzerland) if You require medical treatment whilst in the country.
16. Any Claim when You have travelled against the advice of Your Doctor.
17. Any complication in pregnancy that was known by You at the time of travel.

## Section 3 – Hospital Benefit

### What is covered

If **You** are admitted to a hospital as an in-patient during a **Trip Due To** injury or illness for which **You** have a valid **Claim** under Section 2 – Medical Expenses & Repatriation, **We** will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits.

### What is not covered

**We will not pay for time You spend in an institution not recognised as a hospital in the country of treatment.**

## Section 4 – Travel Delay/ Abandonment

### What is covered

If **You** are delayed for at least 12 hours on **Your** outbound international **Trip** or the final part of **Your** international return **Trip** because the scheduled departure of **Public Transport** is affected by a strike; industrial action; **Adverse Weather**; mechanical breakdown or grounding of an aircraft **Due To** mechanical or structural defect, **We** will either:

- A. pay the Travel Delay benefit stated in the Table of Benefits; or
- B. if **You** abandon **Your Trip** after a delay of at least 24 hours of the scheduled outbound international departure, **We** will refund **Your** unused travel and accommodation costs up to the amount stated in the Table of Benefits that **You** have paid or are contracted to pay and which cannot be recovered from any other source.

### Special Conditions

1. **You** can only **Claim** under item A or item B above, not both.
2. **You** must:
  - A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
  - B. comply with the travel agent, tour operator and transport providers contract terms; and
  - C. provide **Us** with written details from the **Public Transport** operator describing the length of, and reason for, the delay; and
  - D. allow reasonable time to arrive at **Your** departure point on time.

### What is not covered

1. **Any Claim Due To:**
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before **You** arranged this insurance;
  - C. any journey by **Public Transport** commencing and ending in the country of departure.
2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
3. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.
4. Any Claim Due To **Your** not allowing sufficient time for the journey.
5. **Any Claim Due To:**
  - A. **Your** travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
6. **Any expenses that:**
  - A. **You** can recover from any tour operator, airline, hotel or other service provider;
  - B. **You** would normally have to pay during **Your Trip**.
7. Any Claim for Travel Abandonment caused by volcanic ash.
8. The Excess, if a Trip is abandoned.

# Section 5 – Missed Departure

## What is covered

We will pay up to the amount stated in the Table of Benefits for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

1. **Your** scheduled destination **Abroad** if, on **Your** outbound journey, **You** arrive too late at **Your** final point of international departure to board the **Public Transport** on which **You** are booked to travel; or
2. On **Your** return journey, **You** arrive too late at **Your** final point of international departure to board the **Public Transport** on which **You** are booked to travel;

### Due To:

1. the car/taxi **You** are travelling in breaking down or being involved in an accident; or
2. the **Public Transport** **You** are travelling in failing to arrive on schedule.

## Special Conditions

1. **You** must:
  - A. provide evidence of all the extra costs **You** incurred
  - B. allow reasonable time to arrive at **Your** departure point on time
  - C. for car breakdown/accident provide **Us** with:
    - i) a written report from the vehicle breakdown service or garage that assisted **You** during the incident; or
    - ii) reasonable evidence that the vehicle used for travel was roadworthy, properly maintained and broke down at the time of the incident
  - D. for late arrival of **Public Transport** provide **Us** with:
    - i) reasonable evidence of the published time of arrival and the actual time of arrival.

## What is not covered

1. **Any Claim Due To:**
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before **You** arranged this insurance or booked **Your Trip**, whichever is the later.
2. **Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.**
3. **Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.**
4. **Any Claim Due To You not allowing sufficient time for the journey.**
5. **Any Claim Due To:**
  - A. **Your travelling against the advice of the appropriate national or local authority;**
  - B. **prohibitive regulations by the government of any country.**
6. **Any expenses that:**
  - A. **You can recover from any tour operator, airline, hotel or other service provider;**
  - B. **You would normally have to pay during Your Trip.**
7. **The Excess**

## Section 6 – Curtailment

### What is covered

#### We will pay:

- A. unused accommodation costs (including excursions pre-booked and paid for before starting **Your Trip**, which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in **France**.

up to the amount shown in the Table of Benefits, if it becomes necessary to, **Curtail a Trip Due To**:

- 1. **You, Your Travelling Companion(s)**
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**;  
provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
- 2. **Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague** or someone **You** have arranged to stay with on **Your Trip**:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a

Qualified Medical Practitioner who specialises in obstetrics); or provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.

- 3. The police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **Your** or **Your Travelling Companion's** home
- 4. Serious fire storm or flood damage to **Your** or **Your Travelling Companion's** home; provided that such damage occurs after **Your Trip** commences.

### What is not covered

#### 1. Any Claim Due To

- A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment in the 5 year period before **Your Trip** was booked (or commencement of the Period of Insurance if later), and which could result in **You** having to Curtail **Your Trip**;
- B. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or commencement of the Period of Insurance if later), and which could result in **You** having to Curtail **Your Trip**;
- C. any heart-related condition or any type of cancer affecting any person upon whom **Your Trip** depends diagnosed at any time before **Your Trip** was booked (or commencement of the Period of Insurance if later), and which could result in **You** having to Curtail **Your Trip**;
- D. any adverse financial situation causing **You** to Curtail **Your Trip**;
- E. **You** or **Your Travelling Companion(s)** deciding that **You** do not want to remain on **Trip**.

2. **Any loss, charge or expense Due To:**
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to Curtail a booking;
  - B. prohibitive regulations by the government of any country.
3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.
5. **The Excess.**

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## Section 7 – Personal Effects & Baggage

### What is covered

- A. **Loss, damage or theft**  
 If **Personal Property** is **Lost**, damaged or stolen during **Your Trip**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Table of Benefits.
- B. **Delayed Baggage**  
 If **Personal Property** is **Lost** or misplaced for at least 12 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Table of Benefits to reimburse **You** for the cost of essential items of clothing, medication, toiletries and **Mobility Aids** that **You** have to purchase.

### Special Conditions

1. **You** must take reasonable care to keep **Your Personal Property** safe. If **Your Personal Property** is **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Valuables** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your Personal Property** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.
4. **Loss, theft or damage to Personal Property** in the custody of an airline or other carrier must be reported in writing to the airline or other carrier within 24 hours of discovery and **We** must be provided with a copy of the original written airline or carrier's Property Irregularity report;
5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12

hours after **You** arrived at **Your** destination.

6. If **You** have been paid for emergency purchases of essential items and **You** then also **Claim** for **Loss, damage or theft of Personal Property** resulting from the same item, cause or event, the amount paid to **You** for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

### What is not covered

1. **More than the amount stated in the Table of Benefits for:**
  - A. a single item, pair or set, or part of a pair or set;
  - B. Valuables in total;
  - C. sports equipment in total
2. **Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.**
3. **Loss or theft of any Personal Property (other than Valuables) left Unattended unless:**
  - A. contained in
    - i) a locked room; or
    - ii) a locked safe or safety deposit box; or
    - iii) the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view; and there is evidence of forced entry to the room, safe, safety deposit box or car, or the car has been stolen;
  - B. in the custody or control of an airline or other carrier.
4. **Loss, theft or damage to:**
  - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
  - B. sports equipment whilst being used, vehicles or their accessories (other than Mobility Aids), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;

- C. **business equipment, business goods, samples, business Money, tools of trade or any other item used in connection with Your business, trade or occupation;**
5. **Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage Due To atmospheric or climatic conditions.**
  6. **Delay, detention, seizure or confiscation by customs or other officials.**
  7. **The Excess (not applicable to delayed baggage Claims).**

## What is not covered

1. **Any exclusion applicable to Section 7. Personal Effects & Baggage also apply to this section except exclusion 4.C., which is not applicable.**
2. **The Excess.**

## Section 8 – Business Equipment

### What is covered

- A. **Loss, damage or theft**  
**We** will pay up the amount stated in the Table of Benefits for the **Repair and Replacement Costs** of **Your** business equipment (limited to audio, visual, video, photographic, computer equipment and samples) if it is **Lost**, stolen or damaged.
- B. **Business equipment hire**  
 If business equipment (limited to audio, visual, video, photographic, computer equipment and samples) held by **You** for business reasons is **Lost**, stolen or damaged, **You** will be covered for the reasonable cost of hiring replacement equipment up to the amount stated in the Table of Benefits.

### Special Conditions

1. For temporary **Loss**, as well as getting an authorised “property irregularity report” from the carrier or handling agent, **You** must also write to them within 21 days of receiving **Your** property back to confirm **You** had to buy replacement items.
2. If **Your** business equipment is never found and **We** agree to pay for permanent **Loss**, **We** will take off any amount **We** have already paid for temporary **Loss**.
3. **You** must keep any damaged property so that **We** can inspect it. When **We** make a payment for replacement of that property, it will then belong to **Us**.

## Section 9 – Loss of Passport / Driving Licence

### What is covered

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If **Your** passport and/or driving licence is **Lost**, destroyed or stolen while **You** are on a **Trip Abroad**, **We** will pay up to the amount stated in the Table of Benefits to cover the cost of:

1. getting any temporary replacement documents needed to enable **You** to return to **France** including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Trip** to obtain such documents; and
2. the replacement passport or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was **Lost**, destroyed or stolen.

### Special Condition

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1. **You** must take reasonable care to keep **Your** passport and/or driving licence safe. If **Your** passport and/or driving licence is **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Your** passport and/or driving licence must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your** passport and/or driving licence is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

### What is not covered

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1. Loss or theft of any passport or driving licence left Unattended unless contained in a locked safe or safety deposit box.
2. Delay, detention, seizure or confiscation by customs or other officials.



## Section 10 – Personal Accident

### What is covered

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If **You** suffer physical injury caused by an **Accident** during a **Trip** which, within 12 months, directly results in **Your**:

1. Death; or
2. **Loss of Sight**; or
3. **Loss of Limb**; or
4. **Permanent Total Disablement**.

**We** will pay the appropriate benefit stated in the Table of Benefits.

### Special Conditions

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**We** will not pay more than one benefit for the same physical injury.

### What is not covered

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**Death, Loss of Sight, Loss of Limb or Permanent Total Disablement Due To disease or any physical defect, injury or illness which existed before the Trip.**

## Section 11 – Personal Liability

### What is covered

**We** will cover **You** up to the Limit of Liability stated in the Table of Benefits against all sums which **You** are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death illness or disease) to any person;
2. accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Table of Benefits. **We** will in addition pay **Costs and Expenses**.

**Costs and Expenses** shall mean:

1. all costs and expenses recoverable by a claimant from **You**;
2. all costs and expenses incurred with **Our** written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, **Costs and Expenses** described in 1., 2., and 3. above are deemed to be included in the Limit of Liability for this Section.

### Special Conditions

1. **We** may at **Our** sole discretion in respect of any occurrence or occurrences covered by this Section pay to **You** the Limit of Liability stated in the Table of Benefits applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the **Claim(s)** arising from such occurrence(s) can be settled and **We** shall thereafter be under no further

liability in respect of such occurrence(s) except for the payment of **Costs and Expenses** incurred prior to the date of such payment and for which **We** may be responsible hereunder.

2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by **You** or not covering the same liability **We** shall not be liable to indemnify **You** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

### What is not covered

#### Cover for any liability:

1. in respect of bodily injury to any person who is:

- A. under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
- B. a member of **Your** family.

2. assumed by **You** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
3. in respect of loss of or damage to property:

- A. belonging to **You**;
- B. in **Your** care custody or control.

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by **You** in the course of the Trip.

4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:

- A. the carrying on of any trade, business or profession;
- B. the ownership, possession or use of:

- i) horse-drawn or mechanically propelled vehicles;
- ii) any aerospace device or any airborne or waterborne craft or vessel (other than non-mechanically powered)



- iii) waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel;
  - iv) firearms (other than sporting guns);
  - arising from the occupation or ownership of any land or building other than any building temporarily occupied by You in the course of a Trip.
- 5. in respect of activities or volunteer work organised by or when the individual is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation except where no other insurance or cover is available.
- 6. in respect of punitive or exemplary damages.
- 7. in respect of the Excess.

## Section 12 – Overseas Legal Expenses

### What is covered

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If during a **Trip You** sustain bodily injury or illness which is caused by a third party **We** will pay up to the amount stated in the Table of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

### Special Conditions

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1. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
2. **We** shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **Us**. Within the European Union, **You** do not have to accept the **Legal Representatives** chosen by **Us**. **You** have the right to select and appoint **Legal Representatives** after legal proceedings have commenced subject to **Our** agreement to the **Legal Representatives'** fee or charging rates. If there is a disagreement over this choice of **Legal Representatives You** can propose **Legal Representatives** by sending **Us** the proposed **Legal Representatives'** name and address. **We** may choose not to accept **Your** proposal but only on reasonable grounds. **We** may ask the ruling body for **Legal Representatives** to nominate alternative **Legal Representatives**. In the meantime, **We** may appoint **Legal Representatives** to protect **Your** interests.
3. **You** must co-operate fully with the **Legal Representatives** and ensure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this Insurance. On request **You** will give to the **Legal Representatives** any

instructions necessary to ensure such access.

4. **Our** authorisation to incur **Legal Expenses** will be given if **You** can satisfy **Us** that:
  - A. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
  - B. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at **Your** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.
5. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour, **Your** costs shall not be recoverable under the Insurance.
6. **We** may at **Our** discretion assume control at any time of any **Claim** or legal proceedings in **Your** name for damages and/or compensation from a third party.
7. **We** may at **Our** discretion offer to settle a counter-claim against **You** which **We** consider to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
8. Where settlement has been made to **You** without legal costs being apportioned, **We** will determine how much of that settlement should be

apportioned to legal costs and expenses and paid to Us.

9. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the **Claim** or legal proceedings, **You** have the right to select and appoint other **Legal Representatives** in accordance with the terms of this Insurance.
10. If at **Your** request **Legal Representatives** cease to continue acting for **You**, **We** shall be entitled to withdraw cover immediately or agree with **You** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.



### What is not covered

1. Any Claim reported to Us more than 12 months after the beginning of the incident which led to the Claim.
2. Any Claim where it is Our opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.
3. Legal Expenses incurred before receiving Our prior authorisation in writing.
4. Legal Expenses incurred in connection with any criminal or wilful act on Your part.
5. Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter-claim.
6. Fines, penalties compensation or damages imposed by a court or other authority.
7. Legal Expenses incurred for any Claim or legal proceedings brought against:

- A. a tour operator, travel agent, carrier, insurer or their agents

where the subject matter of the Claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;

- B. Us or Our agents; or
- C. Your employer.

8. Actions between Persons Insured or pursued in order to obtain satisfaction of a judgement or legally binding decision.

9. Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.

10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.

11. Legal Expenses incurred where You have:

- A. failed to co-operate fully with and make sure that We are fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party; or

- B. settled or withdrawn a Claim in connection with any Claim or legal proceedings for damages and or compensation from a third party without Our agreement. In such circumstances We shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.

12. Legal Expenses incurred after You have not:

- A. accepted an offer from a third party to settle a Claim or legal proceedings where the offer is considered reasonable by Us; or

- B. accepted an offer from Us to settle a Claim.

13. Legal Expenses which We consider unreasonable or excessive or unreasonably incurred.

## General Exclusions

Exclusions that apply to the whole Policy.

We will not pay any Claims which would result in Us being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, France, United Kingdom, or United States of America.

Applicable to US Persons only: Policy cover for a Trip involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any Claim from a US Person relating to Cuba travel, We will require verification from the US Person of such OFAC licence to be submitted with the Claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business that is owned or controlled by such persons.

You should contact Us on +33 170 791 317 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, France, United Kingdom, or United States of America.

We will not be liable to make any payment under this Policy where:

1. **Persons Covered**  
You do not meet the criteria detailed under Important Information on page 8 of this Policy.
2. **Children travelling alone**  
You are a Child travelling or booked to travel without an adult Person Insured named in the Certificate of Insurance.
3. **Trips not covered**  
Your Trip is described under "Trips Not Covered", on page 8 of this Policy.
4. **Any actual or suspected Communicable Disease which results in restrictions impacting Your Trip being introduced or made by any travel or**

accommodation provider or any government or governmental body. This Policy Exclusion does not apply to Claims for Medical Expenses and Repatriation Expenses.

5. Any expenses which are recoverable (whether successful or not) by an Insured Person from:

any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or any compensation scheme.

6. any Claim is Due To:

- A. Not taking medication or treatment

a Person Insured choosing not to take medication or other recommended treatment as prescribed or directed

by a Doctor.

- B. Tropical disease where not vaccinated

a tropical disease where the Person Insured has not had the vaccinations or taken the medication recommended by the France Department of Health or required by the authorities in the country being visited, unless they have written confirmation from a Doctor that they should not be vaccinated or take the medication, on medical grounds.

- C. Anxiety state or phobia

a Person Insured suffering from any travel-related anxiety state, or phobia.

- D. Excluded leisure activities or sports

You taking part in any of the following while on a Trip:

- i) any leisure activities or sports not specifically covered under "Leisure Activities & Sports" or winter sports not specifically covered under the "Optional Winter Sports Extensions",

where such extension is shown as covered in Your Certificate of Insurance.

ii) any leisure activities or sports in a professional capacity or for financial reward or gain.

iii) Competitive winter sports

iv) air travel unless You are travelling as a fare paying passenger on a flight which is provided by a licensed airline or air charter company

#### Currency

Currency exchange, including but not limited to any loss of value or currency conversion fees.

#### A. Illegal Acts

Any illegal act by You.

#### B. Alcohol/drugs

##### i) Alcohol

You drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect You to avoid alcohol on Trips, but We will not cover any Claims arising because You have drunk so much alcohol that Your judgement is seriously affected and You need to make a Claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Doctor has caused or contributed to the bodily injury).

##### ii) Drugs

You taking any drugs in contravention of the laws applicable to the country You are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country You are travelling to.

#### C. Suicide/self-injury

i) Your suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of Your mental health; or

ii) Your needless self-exposure to danger or where You have acted in a manner contrary to visible warning signs except in an attempt to save human life.

#### D. Radiation

i) ionising radiation or contamination by

radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

ii)

#### E. Sonic waves

Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

#### F. War

War or any act of War whether War is declared or not.

#### G. Financial Failure

The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

# Making a Claim

Conditions that apply to the whole Policy.

1. If **You** are injured or become ill **Abroad** and need:
  - A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to **France**:  
**You** must contact **Chubb Assistance** immediately on: **+33 170 791 318**.  
If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If **Chubb Assistance** are not contacted, any expense incurred by **You** that would otherwise not have been incurred had **Chubb Assistance** been contacted will be deducted from **Your Claim**
  - B. medical treatment other than under A. above - **You** must follow the procedure detailed under condition 2. below. **You** can make use of the services provided by **Chubb Assistance**, as appropriate (these are detailed on page 11 of this Policy).
2. All other **Claims**  
**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.  
A personal representative can do this for **You** if **You** cannot.  
**We** can be contacted at:

Email:  
[travelinsurance.be@crawford.com](mailto:travelinsurance.be@crawford.com)  
Tel: +33 170 791 317  
Use the Claims Portal found [here](#).

## Reporting Lost, Stolen or Damaged Property

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1. **Lost** or stolen **Personal Property**, passport or driving licence.  
**You** must make every reasonable effort to obtain a police report within 24 hours of discovery.
  - If **Lost** or stolen from a hotel, **You** must make every reasonable effort to notify the hotel management; and
  - Provide **Us** with a copy of the original written reports.
2. **Personal Property Lost**, stolen or damaged whilst in the custody of an airline or other carrier.  
**You** must notify the airline or other carrier in writing within 24 hours of discovery and provide **Us** with a copy of the original Property Irregularity Report.



# Claim Conditions

## Forfeiture

### Forfeiture common to all Cover:

- No compensation shall be payable for any Loss reported to the Insurer, more than Five (5) Days after its occurrence, when this delay causes any harm to the Insurer.
- The Policyholder or the Insured Party who intentionally provides false information or uses false or distorted documents with the intent to mislead the Insurer shall lose any right to the cover for the Loss in question.
- All necessary measures must be immediately taken to limit the consequences of the Loss and speed up the restoration of the Insured Party, who must submit to the medical care required by his or her condition. The Insured Party shall lose any right to cover in the event of non-compliance with this commitment to limit the extent of the Loss.

The Insurer's physician must have free access to the Insured Party to determine his or her condition. Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter, shall result in the Forfeiture of the cover.

## Expert appraisal in case of disagreement

In the event of a medical dispute, each party shall appoint a physician in order to organise a joint expert appraisal. If these physicians fail to reach an agreement, a third physician shall be added to reach a final decision, which shall take the place of arbitration. If one of the parties does not appoint a physician or if the physicians representing the parties do not agree on the choice of the third physician, the appointment shall be done by the President of the Court of First Instance of the Insured Party's Home.

Each party shall bear the fees and costs relating to the intervention of the physician that the party has designated. Fees and costs

of the third physician's intervention shall be divided equally between them.

## Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share. This condition does not apply to Section 3 – Hospital Benefit or Section 10 - Personal Accident of this Policy.

## Supervision of the proceedings

For Damages within the framework of the "Personal Liability" cover and within the limits thereof, the Insurer alone shall assume the supervision of the proceedings against the Insured Party and shall have free exercise of remedies.

The Insurer shall bear the fees and expenses of investigations, inquiries, expert appraisals, lawyers, and proceedings. These costs and fees shall be deducted from the applicable cover amount.

The Insurer's handling of the Insured Party's defence shall not constitute a waiver for the Insurer of its right to invoke any exception of cover of which it was unaware when it took on the supervision of this defence. In the event of criminal proceedings, in which the civil interests are or will be sought within the framework of this body or any other body later, the Insured Party undertakes to include the Insurer in his or her defence without this commitment changing the extent of the cover under this Policy.

**Under penalty of Forfeiture, the Insured Party must not interfere in the supervision of the proceedings when the subject thereof falls within the "Personal Liability" cover.**

## Settlement

The Insurer alone shall have the right, within the limit of its cover, to negotiate with injured persons.

**No settlement or acknowledgement of liability occurring apart from the Insurer may be enforced against the**

## Insurer.

However, neither an admission of a material fact nor the sole act of having provided emergency assistance to the victim when it involves an act of assistance that any person has the moral duty to perform shall be regarded as an acknowledgement of liability.

### Recovering Our Claims Payments from Others

**We** are entitled to take over and carry out in **Your** name the defence or settlement of any legal action. **We** may also take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover any payment **We** have made under this Policy to anyone else.

### Complying with Special Conditions

**You** must comply with the Special Conditions detailed in the relevant Section of this Policy.

### Supplying Details & Documents

**You** must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

### Your Duty to Avoid or Minimise a Claim

**You** and each **Person Insured** must take ordinary and reasonable care to safeguard against **Loss**, damage, **Accident**, injury or illness as though **You** were not insured. If **We** believe **You** have not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Policy must be maintained in good condition.

### Protecting Property

**You** must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

### Sending Us Legal Documents

**You** must send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately when it is received and without answering it.

## Respect for economic and trade sanctions

If the cover or the payment of the compensation or the loss provided for by this policy violates the resolutions of the United Nations or the economic and commercial sanctions, laws, or regulations of the European Union, a national legislation, United Kingdom, or the United States of America, such cover or such a payment of compensation or loss shall be null and void.

### Limitation period

All actions arising from an insurance policy shall be limited up to **Two (2) Years** from the date of the event giving rise to them under the conditions provided for in Articles L. 114-1 to L. 114-3 of the French insurance code.

- *Article L 114-1 of the French insurance code:*

All actions arising from an insurance policy are subject to a limitation period up to two years from the date of the generating event. However, this period shall run:

1. In case of concealment, omission, or false or inaccurate declaration on the risk involved, from the day when the Insurer learned of it.
2. In the event of a Loss, from the day when the interested parties learned of it, if they prove that they were unaware of it until then. When the Insured Party's action against the Insurer is due to the recourse of a third party, the limitation period shall run from the day when this third party initiated a court action against the Insured Party or was compensated by the Insured Party.

The limitation period shall be increased to ten years for life insurance policies if the beneficiary is a person other than the Insured Party and, for personal accident insurance policies, if the beneficiaries are the successors of the deceased Insured Party.

For life insurance policies, notwithstanding the provisions of paragraph 2, the beneficiary's actions shall be limited in time to no more than thirty years from the death of the Insured Party.

- *Article L 114-2 of the French insurance code:*

The limitation period is interrupted by one of the ordinary causes of interruption of the

limitation period and by the appointment of experts following a Loss.

The interruption of the limitation period of the action may also result from the sending of a registered letter with return receipt sent by the Insurer to the Insured Party regarding the action for payment of the premium and by the Insured Party to the Insured Party regarding the payment of the compensation.

- *Article L 114-3 of the French insurance code:*

“Notwithstanding article 2254 of the French civil code, the parties to the insurance policy may not, even by mutual agreement, change the length of the limitation period or add causes for its suspension or interruption.”

The ordinary causes of interruption of the limitation period referred to in Article L. 114-2 of the French insurance code are set out in Articles 2240 to 2246 of the French civil code reproduced hereinafter.

- *Article 2240 of the French civil code:*

The acknowledgement by the debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period.

- *Article 2241 of the French civil code:*

The proceedings, even by way of summary proceedings, interrupt the limitation period and the peremptory time limit.

The same applies when the proceedings are brought before a court without jurisdiction when the act of referral to the court is quashed on account of a procedural defect.

- *Article 2242 of the French civil code:*

The interruption resulting from the proceedings has continuous effect until the proceedings terminate.

- *Article 2243 of the French civil code:*

Interruption fails to occur if the plaintiff abandons the proceedings or allows the proceedings to lapse, or if the plaintiff's petition is definitively rejected.

- *Article 2244 of the French civil code:*

The limitation period or the peremptory time limit is also interrupted by a protective measure taken pursuant to the code of civil enforcement procedures or an act of forced enforcement.

- *Article 2245 of the French civil code:*

The questioning of one of the joint debtors by proceedings or an action of forced enforcement or the acknowledgement by the

debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period against all the others, even against their heirs.

However, the questioning of one of the heirs of a joint debtor or the acknowledgement by that heir does not interrupt the limitation period with respect to other co-heirs, even in case of mortgage debt, if the obligation is divisible. This questioning or acknowledgement only interrupts the limitation period, with respect to other co-debtors, for the portion for which the heir is responsible.

In order to interrupt the limitation period for the entire matter, with respect to other co-debtors, the questioning must be done to all the heirs of the deceased debtor or the acknowledgement must be addressed to all these heirs.

- *Article 2246 of the French civil code:*

The questioning of the principal debtor or its acknowledgement interrupts the limitation period against the surety.

## Subrogation

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**We** may take action in **Your** name to recover compensation or security for loss, damage or expenses covered by this insurance. **You** will not have to pay anything towards this action but **We** will be entitled to retain some or all of any amount recovered.

## Things You Must Not Do

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**You** must not do the following without **Our** written agreement:

1. admit liability, or offer or promise to make any payment; or
2. sell or otherwise dispose of any item or property for which a **Claim** is being made

## Recognising Our Rights

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**You** and each **Person Insured** must recognise **Our** right to:

1. choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, **Lost** or stolen;
2. inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;

3. take over and deal with the defence or settlement of any **Claim in Your** name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to **Us**;
  4. settle all **Claims** in Euros;
  5. be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
  6. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
  7. request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.
2. **All other Claims**
    - A. If **You** are 18 years or over, **We** will pay the **Claim to You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
    - B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person Insured**, **We** will pay the **Claim to Your Partner** for **Your** benefit. In all other circumstances **We** will pay the appropriate benefit amount to **Your Parent** or **Legal Guardian** for **Your** benefit. **Your Partner's** or **Parent** or **Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

## Paying Claims

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1. **Death**
  - A. If **You** are 18 years old or over, **We** will pay the **Claim to Your** estate and the receipt given to **Us** by **Your** personal representative (in most cases, the executor appointed under **Your** will) shall be a full discharge of all liability by **Us** in respect of the **Claim**.
  - B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person Insured**, **We** will pay any **Claim for Accidental** death to **Your Partner**. In all other circumstances **We** will pay any **Claim for Accidental** death to **Your Parent** or **Legal Guardian**. **Your Partner's** or **Parent** or **Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

# General Conditions

Conditions that apply to the whole Policy.

## Contract

This Policy, the Certificate of Insurance and any information provided in **Your** application will be read together as one contract.

## Choice of Law

The Policy is subject to French law and is governed by the provisions of the French insurance code.

## Compliance with Policy Requirements

**You** (and where relevant **Your** representatives), shall comply with all applicable terms and conditions specified in this Policy. If **You** do not comply, **We** will only pay that part of any **Claim** that **We** would have had to pay if **You** had complied in full.

## Changing Your Policy

1. If **You** want to change **Your** Policy  
If any of the information **You** have given **Us** changes **You** must telephone (and confirm in writing if **We** request **You** to do so), email or write to **Us**.
2. If **We** want to change **Your** Policy  
**We** reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice. If this happens **We** will write to **You** with details at least 30 days before **We** make any changes. **You** will then have the option to continue with or to cancel the Policy.

Any change made to **Your** Policy will begin on the date that the Certificate of Insurance is issued to **You** by **Us**.

If **We** change **Your** policy and as a result of those changes **You** wish to cancel **Your** policy, **We** will send **You** a pro-rata refund unless **You** have made a **Claim** under this Policy in which case no refund will be made.

## Cancelling Your Policy

If **You** want to cancel **Your** Policy

In case of emergence of the events listed below (change of residence, marital status, profession, retirement or definitive

cessation of the professional activity) during the duration of the contract: since the present Policy covers risks in direct relation with the previous situation which do not find themselves in the new situation, the termination comes into effect 1 month as from its notification, which has to intervene in 3 months according to the date of the event (Article L 113-16 of the Code of the Insurances).

**Our** contact details are:

Email: [travel.en@chubb.com](mailto:travel.en@chubb.com)

Tel: +33 170 791 317

If **We** want to cancel **Your** Policy

**We** can cancel this Policy

- In case of non-payment of the premium (Article L 113-3 of the French insurance code)
- In case of concealment, intentional misrepresentation, omission, or inaccuracy in the declaration
- In the other cases planned by the French insurance code.

## Other taxes or costs

**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

## Misrepresentation and Non-Disclosure

**Any concealment, intentional misrepresentation, omission, or inaccuracy in the declaration of these elements shall be punished, even if it had no influence on the Loss, under the conditions provided for in Articles L. 113-8 and L. 113-9 of the French insurance code:**

- **In case of bad faith, by the nullity of the Policy.**
- **If bad faith is not established, by a reduction of the compensation on the basis of Contributions paid in relation to the Contributions that would have been due if the risks had been accurately and completely declared.**

**In case of failure to comply with the obligations relating to the declaration of risk upon signing of the policy and**

**the declaration of changes in the risk during the course of the policy, the forfeiture may be enforced against the Policyholder.**

### Interest

No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

### Bank Charges

**We** shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

### Complaints procedures

#### **Claim – Chubb Customer Service**

If **You** have a complaint about the way **Your Claim** has been handled, please contact:

Telephone : +33 170 791 317

Mail : [travelinsurance.be@crowford.com](mailto:travelinsurance.be@crowford.com)

If **your** complaint is about anything else, please contact **Us** at the following address:

Telephone : +33 170 791 317

Mail : [travel.en@chubb.com](mailto:travel.en@chubb.com)

In accordance with Recommendation 2016-R-02 of the ACPR (French authority of prudential control and resolution), in case of a claim, we undertake to acknowledge receipt of your request no later than **Ten (10) business Days** following its receipt and to respond to it no later than within **Two (2) Months**.

#### **Mediation and judicial procedure**

Without prejudice to the judicial remedies available to the Insured Party and/or the Policyholder, in case of disagreement with the Insurer on the performance of this Policy, the Insured Party and/or the Policyholder may, before any judicial proceedings, refer the matter to the

Mediator of Insurance Companies at the following address:

La Médiation de l'Assurance  
TSA 50110  
75441 Paris Cedex 09, France  
[www.mediation-assurance.org](http://www.mediation-assurance.org)

### European Online Dispute Resolution Platform

If **You** arranged **Your** Policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Mediator of Insurance Companies, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:

<http://ec.europa.eu/consumers/odr/>.

**Your** complaint will then be re-directed to the Mediator of Insurance Companies and to **Us** to resolve. There may be a short delay before **We** receive it.

### Prudential Regulation Authority and Financial Conduct Authority

Chubb European Group SE has fully paid share capital, of € 896,176,662 and is supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) située 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

© H U B B

# General Definitions

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Certificate of Insurance in bold type and starting with a capital letter.

## **Abroad**

Outside **France**

## **Accident, Accidental**

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

## **Adverse Weather**

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

## **Age Limit**

64 years old (inclusive) and under at the date of taking out the Policy.

## **Any One Claim**

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

## **Child, Children**

A person under 18 years of age at the time the Policy is purchased.

## **Chubb**

Chubb European Group SE

## **Chubb Assistance**

1. The telephone advice, information and counselling services; and/ or
2. the travel assistance and emergency medical and repatriation services; arranged by **Chubb**.

## **Claim, Claims**

Single loss or a series of losses **Due To** one cause covered by this Policy.

## **Close Business Colleague**

Someone who **You** work with in **France** and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

## **Communicable Disease**

Means an illness or disease that may be transmitted directly or indirectly by one

person to another due to a virus, bacteria or other microorganism.

## **Cruise**

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

## **Curtail, Curtailed, Curtailment**

Cut short/cutting short **Your Trip**.

## **Doctor**

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. a **Person Insured**; or
2. a relative of the **Person Insured** making the **Claim**, unless approved by **Us**.

## **Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

## **Europe**

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom.

## **Excess**

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the Policy that is claimed under.

## **Immediate Family Member**

**Your Partner** or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, step-parent, parent-in-law, son- in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You** or



**Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in **France**, and not any **Person Insured**.

#### **Insured Adult**

A person named in the Certificate of Insurance between the ages of 18 and 64 (inclusive).

#### **Legal Expenses**

1. Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused any **Persons Insured Accidental** bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
2. Costs for which **You** are legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

#### **Legal Representatives**

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person, firm or company appointed to act on **Your** behalf.

#### **Loss, Lost, Losses**

**Your Personal Property**, business equipment, passport and/or driving licence that are covered under this Policy:

1. have been accidentally or unintentionally left in a location and they have then disappeared; or
2. are in a known location, but **You** are not reasonably able to retrieve them; or
3. have disappeared and **You** are not sure how it has happened

#### **Loss of Limb**

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

#### **Loss of Sight**

1. In both eyes:  
Permanent blindness, which based on medical evidence **You** will never recover from, and which results in **Your** name being added (on the

authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

2. In one eye:

Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

#### **Mobility Aid, Mobility Aids**

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

#### **Parent or Legal Guardian**

A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

#### **Partner**

**Your** spouse or civil partner (registered pursuant to the Civil Partnership Act) or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

#### **Period of Insurance**

Period of cover commencing at 00.01 or any later time the Certificate of Insurance is issued and ending on the date shown on **Your** Certificate of Insurance.

#### **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

#### **Permanent Total Disablement**

1. If **You** were in gainful employment at the date of the **Accident**:  
A **Permanent Disability** which stops **You** from carrying out gainful employment for which **You** are fitted by way of training, education or experience; or
2. If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating;
- getting in and out of bed;
- dressing and undressing;
- toileting; or
- walking 200 metres on level ground

### **Personal Property**

1. Any suitcase, trunk or container of a similar kind and its contents;
2. any **Mobility Aid**;
3. **Valuables**,
4. any other article worn or carried by **You**; that is not otherwise excluded and which is either owned by **You** or for which **You** are legally responsible.

### **Public Transport**

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers and which runs to a scheduled published timetable.

### **Repair and Replacement Costs**

The cost of repairing partially damaged property, or, if property is totally **Lost** or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

### **Travelling Companion(s)**

Someone **You** have arranged to go on a **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

### **Trip**

A journey **Abroad** involving pre-booked travel or accommodation.

### **Unattended**

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

### **Valuables**

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

### **War**

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

### **We, Us, Our, Ourselves**

Chubb European Group SE

### **You, Your, Person(s) Insured**

All persons named in the Certificate of Insurance within the **Age Limit** being resident in **France**. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.

## Data Protection

This information will include basic contact details such as Insured Persons' names, addresses, and policy number, but may also include more detailed information about Insured Persons (for example, their age, health, details of assets, claims history) where this is relevant to the risk the Insurer is insuring, services the Insurer is providing or to a claim the Policyholder or Insured Persons is reporting.

The Insurer is part of a global group, and Insured Persons' personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store Insured Persons' information. The Insurer also uses a number of trusted service providers, who will also have access to Insured Persons' personal information subject to the Insurer's instructions and control.

Insured Persons have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use personal information. For more information, the Insurer strongly recommends the Policyholder and Insured Persons reads its user-friendly Master Privacy Policy, available here:

<https://www2.chubb.com/fr-fr/footer/politique-de-confidentialite-en-ligne-english.aspx>. The Policyholder and

Insured Persons can ask us for a paper copy of the Privacy Policy at any time, by contacting the Insurer at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office : La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital, of € 896,176,662 and is supervised by the Autorité de Contrôle Prudential et de Résolution (ACPR) située 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

## Contact Us

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## About Chubb

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Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage. Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

# Chubb. Insured.<sup>SM</sup>

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