

Advice to

Travellers

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: +35 22 848 0848
(24 hours a day, 365 days a year)

Chubb Claims

Telephone: +35 22 848 0840
Email: tap@broadspire.eu

Chubb Customer Service

Telephone: +35 22 848 0840
E-mail: tap@broadspire.eu

Helpful hints for your insurance

- Take copies of **Your** policy documents on **Holiday** 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 Holiday**
- Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy +35 22 848 0840.

Immunisations

You may need extra immunisations when travelling **Abroad**. Check whether **You** do before travelling online at

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.

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 Luxembourg or
- using **Your** private medical insurance at the point of treatment,

We will not deduct the excess.

Contents

Advice to	2
Travellers	2
Important Phone Numbers	2
Helpful hints for your insurance	2
Immunisations	2
EHIC	2
Waiver	2
Welcome	6
Table of Benefits	7
Important Information	8
How to Claim	8
How to Cancel	8
General Conditions and General Exclusions	8
Persons Covered	8
Policy Definitions	8
Children	8
Holidays Covered	8
Holidays Not Covered	8
The Cover We Provide	9
When You Are Covered	9
When Cover Will End Automatically	9
Automatic Extension of the Period of Insurance	9
Leisure Activities and Sports	9
Chubb Assistance	11
Section 1 - Cancellation	13
What is covered	13
What is not covered	13
Section 2 – Medical Expenses & Repatriation	14
What is covered	14
Special Conditions	15
What is not covered	15
Section 3 – Hospital Benefit	16
What is covered	16
What is not covered	16
Section 4 – Travel Delay / Abandonment	16
What is covered	16
Special Conditions	16
What is not covered	16
Section 5 – Missed Departure	17
What is covered	17
Special Conditions	17
What is not covered	17
Section 6 –Curtailment	18
What is covered	18
What is not covered	18
Section 7 – Personal Effects & Baggage	19

What is covered	19
Special Conditions	19
What is not covered	20
Section 8 – Loss of Passport / Driving Licence	20
What is covered	20
Special Condition	20
What is not covered	21
Section 9 – Personal Money	21
What is covered	21
Special Conditions	21
What is not covered	21
Section 10 – Personal Accident	21
What is covered	21
Special Conditions	21
What is not covered	21
Section 10 – Personal Liability	21
What is covered	21
Special Conditions	22
What is not covered	22
Section 11 – Overseas Legal Expenses	23
What is covered	23
Special Conditions	23
What is not covered	24
General Exclusions	26
Making a Claim	28
Reporting Lost, Stolen or Damaged Property	28
Claim Conditions	29
Other Insurance	29
Recovering Our Claims Payments from Others	29
Complying with Special Conditions	29
Supplying Details & Documents	29
Your Duty to Avoid or Minimise a Claim	29
Protecting Property	29
Sending Us Legal Documents	29
Subrogation	29
Things You Must Not Do	29
Recognising Our Rights	29
Fraudulent Claims	30
Paying Claims	30
General Conditions	31
Contract	31
Choice of Law	31
Third Party Rights	31
Compliance with Policy Requirements	31
Changing Your Policy	31
Cancelling Your Policy	31
Other taxes or costs	31
Misrepresentation and Non-Disclosure	31
Interest	32

Bank Charges	32
Complaints procedures	32
European Online Dispute Resolution Platform	32
Prudential Regulation Authority and Financial Conduct Authority	32
General Definitions	33
Protection des données caractère personnel	36
Contact Us	37
About Chubb	37

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. (**Chubb/We/Us**).

This Policy pays benefits, if shown as insured in your Certificate of Insurance, in accordance with this Policy Wording, in the event that **You**:

- need to cancel **Your Holiday** before it begins;
- suffer illness or injury; or
- are delayed along the way; or
suffer **Loss** or damage to **Your Personal Property whilst on a Holiday**

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Holiday** where **Winter Sports** is the main reason for **Your** trip

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 /Limits			
	Travel Insurance Including Cancellation	Travel Insurance Excluding cancellation	Cancellation Insurance only	Excess ¹
1. Cancellation	Flight Cost ² plus up to 500€ for unused travel costs	Non applicable	Flight Cost ² plus up to 500€ for unused travel costs	✓
2. Medical Expenses & Repatriation				
A.				
i. And ii. Medical Expenses & Emergency Repatriation Expenses	In Europe : up to €250,000 Worldwide: up to €500,000	In Europe : up to €250,000 Worldwide: up to €500,000		✓
iii. Travel Expenses	60€ per day up to a Max of 600€	60€ per day up to a Max of 600€	Non applicable	✓
B. Accompanying Traveller Expenses	Return ticket, 60€ per day up to a Max of 600€	Return ticket, 60€ per day up to a Max of 600€		✓
C. Cremation Burial or Transportation Charges	up to 5,000€	up to 5,000€		✓
D. Emergency Dental Treatment	up to 250€	up to 250€		✓
3. Hospital Benefit	15 € for each full 24 hours up to a Max of 750 €	15 € for each full 24 hours up to a Max of 750 €	Non applicable	✗
4. Travel Delay/Abandonment			Non applicable	
A. Each complete 12 hour period	75€ up to a Max of 300€	75€ up to a Max of 300€		✗
B. Abandonment	In Europe : up to €500 Worldwide: up to €1000	In Europe : up to €500 Worldwide: up to €1000		✓
5. Missed Departure	up to 200€	up to 200€	Non applicable	✓
6. Curtailment	In Europe : up to €500 Worldwide: up to €1000	In Europe : up to €500 Worldwide: up to €1000	In Europe : up to €500 Worldwide: up to €1000	✓
7. Personal Effects and Baggage			Non applicable	
A. Loss, damage or theft	up to 1,500€	up to 1,500€		✓
Single item limit	250€	250€		
Valuables limit	up to 250€	up to 250€		
Sports equipment limit	up to 250€	up to 250€		
B. Delayed Baggage	up to 200€ after 12 hour delay	up to 200€ after 12 hour delay		✗
8. Loss of Passport / Driving Licence temporary replacement costs	up to €250	up to €250	Non applicable	✗
9. Money	up to €300	up to €300	Non applicable	✓
10. Personal Accident	up to €10,000	up to €10,000	Non applicable	✗
11. Personal Liability	up to €1,000,000	up to €1,000,000	Non applicable	✓
12. Overseas Legal Expenses	up to €10,000	up to €10,000	Non applicable	✗

¹ A 50€ Excess applies to each benefit section per person as highlighted in the table above.

However, under Section 1. Cancellation, the Excess is 10% of the applicable claim amount, subject to a minimum of 50€.

² 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 27 in this Policy Wording.

How to Cancel

Guidance on how to cancel this Policy is detailed on page 30 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 25 to 26 and 30 to 31 in this Policy Wording.

Persons Covered

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

1. permanently resident in Luxembourg and be in Luxembourg 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 32 to 34 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.

Holidays Covered

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

1. Travel Insurance including Cancellation and Travel Insurance excluding Cancellation

A **Holiday 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 Holiday**.

2. Cancellation Insurance

a. Round Trip

A **Holiday Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance.

b. One way Trip

A **Holiday Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance but has no scheduled return date.

Holidays Not Covered

We will not cover any Holiday

- which involves manual work of any description;
- where Winter Sports is the main reason for Your trip;
- 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 at time of departure the French Ministry of Foreign Affairs has advised against any travel or against all but essential international travel. If You are not sure whether there is a travel warning for Your destination, please check their website <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/>

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 **Holiday** 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 Luxembourg to commence **Your Holiday**.
2. Insurance cover under all other Sections operates for a **Holiday** that takes place during the **Period of Insurance** and includes travel directly to and from **Your** home Luxembourg provided the return home is completed within 24 hours of return to Luxembourg.

When Cover Will End Automatically

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

3. Travel Insurance including Cancellation and Travel Insurance excluding Cancellation
All cover will end when the **Period of Insurance** ends.
4. Cancellation Insurance
 - A. **Round Trip**
All cover will end when the **Period of Insurance** ends.
 - B. **One Way Trip**
All cover will end 24 hours after **You** start **Your Holiday**.

Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Holiday** 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 **Holiday**
 - **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 **Holiday**.

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 Holiday**, 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 Holiday**.

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)
 - Skiing
 - Elephant riding (less than 2 days)
 - Fell walking
 - Fencing (provided supervised by a qualified person)
 - Fishing, or angling (on inland waters only)
 - Footbag (hackysack)
 - 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 instructor, 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
- 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 10 - Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.

Chubb Assistance

Chubb Assistance can provide a range of assistance and medical related services when **You** are on a **Holiday 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: **+35 22 848 0848**.

1. 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 Luxembourg.

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** are 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 Luxembourg - if the **Doctor** appointed by **Chubb Assistance** believes treatment in Luxembourg 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 **Holiday**.

- 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 **Holiday 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.

2. Personal Assistance Services

- The services under this Section are provided by **Chubb Assistance** and are only available during a **Holiday 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 **Holiday** 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 Luxembourg.
- B. **Message relay**
Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Holiday** 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

We will refund **Your** unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before leaving Luxembourg), 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 **Holiday**

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**;
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 **Holiday**:
 - 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 Holiday**.
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

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 **You** 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 or orders given by the government of any country (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people).

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 associated in relation to timeshares or similar arrangements.
4. The **Excess**

Section 2 – Medical Expenses & Repatriation

What is covered

If during a **Holiday 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 Holiday 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 Luxembourg 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 Luxembourg; or to move **You** to the most suitable hospital in Luxembourg; 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 Luxembourg, including travel

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

Special Conditions

- 1. If **You** are injured or become ill **Abroad** **You** must follow the procedure detailed under 'Making a Claim' on page 27 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 Luxembourg; or move **You** to the most suitable hospital in Luxembourg;
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 Luxembourg.
 - 4. Any costs incurred following **Your** decision not to move hospital or return to Luxembourg 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 Luxembourg.
 - 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 Luxembourg.
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 **Holiday 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 journey from Luxembourg or the final part of **Your** international return journey to Luxembourg 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 Holiday** after a delay of at least 24 hours of the scheduled outbound international departure from Luxembourg, **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 You** not allowing sufficient time for the journey.
5. Any **Claim Due To:**
 - A. **You** travelling against the advice of the appropriate national or local authority;
 - B. prohibitive regulations or orders given 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:

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

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. **You** travelling against the advice of the appropriate national or local authority;
 - B. prohibitive regulations or orders given 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 leaving Luxembourg, 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 Luxembourg.

up to the amount shown in the Table of Benefits, if it becomes necessary to, **Curtail a Holiday 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 cancellation is confirmed as medically necessary by the 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 **Holiday**:
 - 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
 - E. being compulsorily quarantined on the orders of a treating **Doctor**, provided that such cancellation is confirmed as medically necessary by the treating **Doctor**;
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 Holiday** 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 **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 **Curtail** a booking;
 - B. prohibitive regulations or orders given by the government of any country (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people).
 - 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**

Section 7 – Personal Effects & Baggage

What is covered

- A. **Loss**, damage or theft
If **Personal Property** is **Lost**, damaged or stolen during **Your**

Holiday, **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.

damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.

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,

6. Delay, detention, seizure or confiscation by customs or other officials.
7. The **Excess** (not applicable to delayed baggage **Claims**).

Section 8 – Loss of Passport / Driving Licence

What is covered

If **Your** passport and/or driving licence is **Lost**, destroyed or stolen while **You** are on a **Holiday 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 Luxembourg including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Holiday** 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

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

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 9 – Personal Money

What is covered

We will pay up to the amount stated in the Table of Benefits if **Money** held by **You** for **Your** own personal use is **Lost** or stolen during a **Trip** whilst:

3. being carried by **You**; or
4. left in a locked safe or safety deposit box.

Special Conditions

5. **You** must take reasonable care to keep **Your Money** safe. If **Your Money** is **Lost** or stolen **You** must take all reasonable steps to get it back.
6. **Your Money** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
7. If **Your Money** 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

8. More than the amount stated in the Table of Benefits for cash.
9. **Loss** or theft of **Money** left **Unattended** unless contained in a locked safe or safety deposit box.
10. Delay, detention, seizure or confiscation by customs or other officials.
11. Traveller's cheques:

- A. unless the **Loss** or theft is reported immediately to the local branch or agent of the issuing company;
- B. if the issuing company provides a replacement service.

12. Depreciation in value or shortage **Due To** any error or omission.
13. The **Excess**.

Section 10 – Personal Accident

What is covered

If **You** suffer physical injury caused by an **Accident** during a **Holiday** 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

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

What is not covered

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 10 – 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 **Holiday**.

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 waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel;
 - iii) firearms (other than sporting guns);
 - iv) 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 11 – Overseas Legal Expenses

What is covered

If during a **Holiday** **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

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
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

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.

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 anytime 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.
16. Fines, penalties compensation or damages imposed by a court or other authority.
 17. **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.
 18. Actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
 19. **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.
 20. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements.
 21. **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.
 22. **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**.

What is not covered

11. Any **Claim** reported to **Us** more than 12 months after the beginning of the incident which led to the **Claim**.
12. 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**.
13. **Legal Expenses** incurred before receiving **Our** prior authorisation in writing.
14. **Legal Expenses** incurred in connection with any criminal or wilful act on **Your** part.
15. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **You** unless as a counter-claim.

23. **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, United Kingdom, France 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.

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 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 Luxembourg 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"

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

iii) 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

E. **Currency**

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

F. **Illegal Acts**

Any illegal act by **You**.

G. **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.
- H. **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.
- I. **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
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- J. **Sonic waves**
pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- K. **War**
War or any act of **War** whether **War** is declared or not.
- L. **Financial Failure**
The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.
- M. 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.
- N. Any expenses which are recoverable (whether successful or not) by an **Insured Person** from:
- a. any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or
 - b. any compensation scheme.

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 Luxembourg:
You must contact **Chubb Assistance** immediately on: **+35 22 848 0848**.
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: tap@broadspire.eu

Tel: **+35 22 848 0840**

Reporting Lost, Stolen or Damaged Property

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

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.

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.

Subrogation

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

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

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 pounds sterling;
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.

Fraudulent Claims

We will not pay dishonest **Claims**. If **You** make a dishonest **Claim**, **We** may cancel **Your** cover.

Paying Claims

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**.

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**.

General Conditions

Contract

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

Choice of Law

This Policy shall be governed by and interpreted in accordance with the laws of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communication in connection with this Policy shall be in English.

Third Party Rights

The Contracts (Rights of Third Parties) Act 1999, or any amendment thereto shall not apply to this Policy. Only **You** and **Us** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

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

3. 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**.
4. 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

1. If **You** want to cancel **Your** Policy
14 day cancellation right
If, for any reason, **You** are not satisfied with this Policy, **You** may, within 14 days of receiving **Your** Policy and Certificate of Insurance contact **Us** and **We** will cancel it. If this happens the Policy will have provided no cover and **We** will refund any premiums **You** have paid, providing **You** have not already travelled and no **Claim(s)** have been reported or paid.

After 14 days **You** may cancel **Your** policy, but **We** will not pay **You** a refund of any premium **You** have paid.

Our contact details are:

Email: tap@broadspire.eu

Tel: +35 22 848 0840

2. If **We** want to cancel **Your** Policy
We can cancel this Policy by giving **You** 30 days written notice. **We** will only do this for a valid reason. Examples of valid cancellation reasons include attempted or actual fraud, or where **We** are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If **We** cancel the Policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a **Claim** under the Policy during the current **Period of Insurance**.

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

You must take reasonable care to ensure that all of the information provided to **Us** in the application process, in the "Declaration", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate.

Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a **Claim** may not be paid. **You** acknowledge that **We** have offered the Policy and calculated the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

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

Chubb European Group SE
Téléphone : +33.1.55.91.47.28
Mail : gestionpartenariats@chubb.com

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:

Association of Insurance and Reinsurance Companies (ACA)
12, rue Erasme, L-1468
Luxembourg
+352 44 21 44 -1
aca@aca.lu

Union Luxembourgeoise des consommateurs (ULC)
55, Rue des Bruyères, L-1274
Howald
+352 44 49 60 22 -1
<http://beta.ulc.lu/fr/contact/>

Or the Office of the Insurance Commissioner at the following address :

Office of the Insurance Commissioner
7, boulevard Joseph II,
L-1840 Luxembourg
+352 22 69 11 - 1
+352 22 69 10
caa@caa.lu

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 (CEG).
Authorised and supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and the Office of the Insurance Commissioner, situé 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg.

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 Luxembourg

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 Luxembourg and who has to be in work in order for **You** to be able to go on or continue a **Holiday**.

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 Holiday**.

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.

Holiday

A trip **Abroad** involving pre-booked travel or accommodation

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 Luxembourg, 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, 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.

Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

One way Trip (outward flight only):

Is a **Holiday** that commences upon leaving **Your** home and ends after leaving passport control at **Your** destination, including any stopovers on **Your** trip to your destination of up to 24 hours.

Parent or Legal Guardian

A person with parental responsibility, or a legal guardian.

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 either when **You** arrive at **Your** home in Luxembourg or at the end of

the trip duration shown on **Your** Certificate of Insurance, whichever is sooner. Except for the cancellation benefit which ends when you leave **Your** home in Luxembourg to begin **Your** trip.

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).

Round Trip (outward and return flight):

Is a **Holiday** that commences upon leaving **Your** home including any stopovers on **Your** outward trip to your destination and return trip home of up to 24 hours, and ends upon **Your** return to your place of residence subject to a maximum duration of 30 days.

Travelling Companion(s)

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

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

Winter Sports

Bigfoot skiing, bobsleighbing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, luring, mono-skiing, skidooring, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snowblading, snowboarding, snowmobiling, speed skating, tobogganing.

You, Your, Person(s) Insured

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

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. »

Privacy regulations

The Insurer uses personal information which the Policyholder supplies to the Insurer or, where applicable, to the Policyholder's insurance broker in order to write and administer this Policy, including any claims arising from it.

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.

In accordance with all applicable laws, the Insured Persons have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, removal.

- consultation;
- correction of incorrect personal data,
- suppress;
- remove;
- restrict;
- transfer;
- refusal of usage;
- not subject to automated processing ("profiling").

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,

Contact Us

Chubb European Group SE
Customer Services
Le Colisée - 8, avenue de l'Arche
92400 Courbevoie
France.ServiceClientsADP@chubb.com
www.chubb.com/fr

About Chubb

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.SM

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 Prudentiel et de Résolution (ACPR) située 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

In the Grand Duchy of Luxembourg it falls under the conduct of business rules of the 'Commissariat aux Assurances'.