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# Welcome

## Thank you for choosing Chubb Travel Insurance.

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

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

This Policy does not cover any pre-existing medical conditions.

**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 provides the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered this Policy and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

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

## Table of Benefits

Section	Benefit Amounts / Limit of Liability	Excess <sup>1</sup>
1. Cancellation	Flight Cost <sup>2</sup> plus up to 500€ for unused travel costs	✗
2. Curtailment	up to 500€	✓

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

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

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

# Important Information

## How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 14 in this Policy Wording.

## How to Cancel

Guidance on how to cancel this Policy is detailed on page 18 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 12 to 13 and 18-19 in this Policy Wording.

## Persons Covered

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

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

## Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 20 to 21 in this Policy Wording.

## Trips Covered

The Plan Type **You** have chosen, Round Trip or One Way Trip, is shown on the Certificate of Insurance.

1. Round Trip  
A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance.
2. One Way Trip  
A **Trip 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.

## Trips Not Covered

### We will not cover any Trip

- 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 the Ministry for Europe and Foreign Affairs – France Diplomatie, has assigned a security status that travel is Not Recommended unless there is a compelling reason or Formally Discouraged. If you are not sure there is a travel warning for your destination, please visit their website [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr)

## The Cover We Provide

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 5 in this Policy Wording.

## When You Are Covered

1. Cancellation cover under Section 1 begins when a **Trip** is booked, or from the commencement date and time stated in the Certificate of Insurance, whichever is later. It ends when **You** start **Your Trip**.
2. Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance**.

## When Cover Will End Automatically

1. Round Trip  
All cover will end when the **Period of Insurance** ends.
2. One Way Trip  
All cover will end 24 hours after **You** start **Your Trip**.

## Automatic Extension of the Period of Insurance

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

- up to 14 days if any **Public Transport** in which **You** are booked to travel as a ticket-holding passenger is unexpectedly delayed, cancelled or **Curtailed** because of **Adverse Weather**, industrial action, or mechanical breakdown; or

- up to 30 days (or any longer period agreed by **Us** in writing before this automatic extension expires) if **You** cannot return home **Due To**:
  - **You** being injured or becoming ill or being quarantined during a **Trip**
  - **You** being required to stay on medical advice with another **Person Insured** named on **Your** Certificate of Insurance who is injured or becomes ill or is quarantined during a **Trip**.

# Section 1 - Cancellation

## What is covered

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

1. **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**.
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 **Trip**:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or  
provided that such reasons for cancellation are confirmed by a **Doctor**.
3. the police requiring **You or Your Travelling Companion's** presence following a burglary or attempted

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

4. serious fire storm or flood damage to **You or Your Travelling Companion's** home, provided that such damage occurs within the 7 days immediately prior to commencement of **Your Trip**.
5. the compulsory jury service or subpoena of **You or Your Travelling Companion**
6. **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 by the government of any country.
3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.

## Section 2 –Curtailment

### What is covered

#### We will pay:

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

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

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

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

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

### What is not covered

- 1. **Any Claim Due To**
  - A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment in the 5 year period before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Trip**;
  - B. any pre-existing medical condition affecting any person upon whom **Your Trip** depends for which they are being prescribed regular medication by a **Doctor** at the date **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Trip**;
  - C. any heart-related condition or any type of cancer affecting any person upon whom **Your Trip** depends diagnosed at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Trip**;

- D. any adverse financial situation causing You to Curtail Your Trip;
- E. You or Your Travelling Companion(s) deciding that You do not want to remain on Trip.
- 2. Any loss, charge or expense Due To:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to Curtail a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.
- 5. The Excess.

## General Exclusions

### Exclusions that apply to the whole Policy.

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

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

You should contact Us on +44 (0) 161 333 6160 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, France, United Kingdom, or United States of America.

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

#### 1. Persons Covered

You do not meet the criteria detailed under Important Information on page 6 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 6 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 France Department of Health or required by the authorities in the country being visited, unless they have written confirmation from a Doctor that they should not be vaccinated or take the medication, on medical grounds.

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

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

E. Illegal Acts  
Any illegal act by You.

F. 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.

G. Suicide/self-injury

i) Your suicide, attempted suicide or deliberate self-inflicted injury

ii)	regardless of the state of Your mental health; or 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.
H.	<b>Radiation</b>
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.
I.	<b>Sonic waves</b> Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
J.	<b>War</b> War or any act of War whether War is declared or not.
K.	<b>Financial Failure</b> The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

## Making a Claim

Conditions that apply to the whole Policy.

**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for **You** if **You** cannot.

**We** can be contacted at:

Email: [travelinsurance@broadspire.eu](mailto:travelinsurance@broadspire.eu)

Tel: +33 170 791 317

## Claim Conditions

### Forfeiture

#### Forfeiture common to all Cover:

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

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

### Expert appraisal in case of disagreement

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

Each party shall bear the fees and costs relating to the intervention of the physician that the party has designated. Fees and costs of the third physician's intervention shall be divided equally between them.

### Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same expense, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share.

### Settlement

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

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

## Insurer.

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

### Recovering Our Claims Payments from Others

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

### Complying with Special Conditions

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

### Supplying Details & Documents

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

### Your Duty to Avoid or Minimise a Claim

**You** and each **Person Insured** must take ordinary and reasonable care to safeguard against **Loss**, damage, **Accident**, injury or illness as though **You** were not insured.

### Sending Us Legal Documents

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

#### Respect for economic and trade sanctions

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

## Limitation period

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

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

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

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

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

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

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

The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a Loss.

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

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

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

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

- *Article 2240 of the French civil code:*

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

- *Article 2241 of the French civil code:*

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

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

- *Article 2242 of the French civil code:*

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

- *Article 2243 of the French civil code:*

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

- *Article 2244 of the French civil code:*

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

- *Article 2245 of the French civil code:*

The questioning of one of the joint debtors by proceedings or an action of forced enforcement or the acknowledgement by the debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period against all the others, even against their heirs.

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

debtors, for the portion for which the heir is responsible.

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

- *Article 2246 of the French civil code:*

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

## Subrogation

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

## Recognising Our Rights

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

1. choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, **Lost** or stolen;
2. inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
3. take over and deal with the defence or settlement of any **Claim** in **Your** name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to **Us**;
4. settle all **Claims** in Euros;
5. be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
6. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
7. request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.



## Paying Claims

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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**.

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

Conditions that apply to the whole Policy.

## Contract

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

## Choice of Law

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

## Compliance with Policy Requirements

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

## Changing Your Policy

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

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

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

## Cancelling Your Policy

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

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

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

**Our** contact details are:

Email: [travelinsurance@broadspire.eu](mailto:travelinsurance@broadspire.eu)  
Tel: +33 170 791 317

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

**We** can cancel this Policy

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

## Other taxes or costs

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

## Misrepresentation and Non-Disclosure

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

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

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

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

### Interest

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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

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

### Complaints procedures

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

**Chubb European Group SE**

**Telephone : +33 170 791 317**

**Mail : [travelinsurance@broadspire.eu](mailto:travelinsurance@broadspire.eu)**

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

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

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

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

### European Online Dispute Resolution Platform

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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

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

# General Definitions

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

## **Abroad**

Outside **France**

## **Accident, Accidental**

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

## **Adverse Weather**

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

## **Age Limit**

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

## **Child, Children**

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

## **Chubb**

Chubb European Group SE

## **Claim, Claims**

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

## **Close Business Colleague**

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

## **Cruise**

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

## **Curtail, Curtailed, Curtailment**

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

## **Doctor**

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

1. a **Person Insured**; or

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

## **Due To**

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

## **Europe**

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

## **Excess**

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

## **Immediate Family Member**

**Your Partner** or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in **France**, and not any **Person Insured**.

## **Insured Adult**

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

## **Parent or Legal Guardian**

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

**Partner**

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

**Period of Insurance**

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

**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.

**Travelling Companion(s)**

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

**Trip**

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

**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, bobsleighting, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, lugging, mono-skiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, 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 **France**. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.

# Data Protection

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

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

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

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

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

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

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

## Contact Us

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Chubb European Group SE  
La Tour Carpe Diem  
31, Place des Corolles, Esplanade Nord,  
92419 Courbevoie Cedex  
France  
Telephone: **+33 170 791 317**  
Email: [travelinsurance@broadspire.eu](mailto:travelinsurance@broadspire.eu)

## About Chubb

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

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

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

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

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