

# Your Sumeria Black Card Offer travel insurance Terms and Conditions



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## If you need urgent medical assistance

Please call:

**+33 1 89 72 01 51** (If you need an ambulance or other local emergency service, you should first contact the local emergency services.)

# Contacting us

If you have any questions about your policy, please contact us at [lydiasolutions@gover.com](mailto:lydiasolutions@gover.com) or call us on **+33 1 89 72 01 51**. We recommend that you save these important telephone numbers into your mobile phone.

	Phoning from France	Phoning from abroad
<b>Cover-More Assist</b> 24-hour worldwide medical and emergency assistance service	<b>0 1 89 72 01 51</b>	<b>+33 1 89 72 01 51</b>
<b>Claims &amp; General Enquiries</b> Monday to Friday 9am-5pm (CET)	<b>0 1 89 72 01 51</b>	<b>+33 1 89 72 01 51</b>

When you contact us, you will need to provide your name, your policy number and your contact details so Cover-More Assist we can keep in touch. Please try to have these and other useful information to hand.

Please make sure you notify **us** within 30 days of your trip ending of any occurrence likely to give rise to a claim.

# Information for the cardholder

## Policyholder

Lydia Solutions, 14 Avenue de l'Opéra 75001 Paris.

## Policy number

CBQVZBN11GLY10000001

Cover-More Blue Insurance Services Limited ("Cover-More") arrange, manage and administer this policy under a binding authority to act on behalf of the Insurer. Cover-More Blue Insurance Services Limited is an insurance intermediary operating under the Freedom of Services regime and is authorised and regulated by the Central Bank of Ireland under the European Union (Insurance Distribution) Regulations, 2018. Our Central Bank of Ireland firm Reference Number is C29373.

You can check the regulatory status of Cover-More on the Central Bank of Ireland's Register by visiting their website at <http://registers.centralbank.ie/>.

The Cover-More Group Limited owns 100% of its share capital. The ultimate shareholder of Cover-More Group Limited is Zurich Insurance Group

Claims Handling services for non-emergency assistance, general policy enquiries and initial complaints handling are provided by Qover SA ("Qover") on behalf of Cover-More.

Qover SA is a Belgian untied insurance agent, operating under Freedom of Services regime, and registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878 with registered address Rue du Commerce 31, 1000 Brussels.

## Insurer

This policy is underwritten by ZURICH INSURANCE EUROPE AG BELGIUM BRANCH ("ZURICH"), a company incorporated under the laws of Germany (with registered head offices at Platz der Einheit 2, 60327 Frankfurt a.M, Germany, registered in Frankfurt a.M under registration n° RB 133359 and regulated by the German Federal Financial Supervisory Authority (BaFin) having a registered branch in Belgium at Da Vincilaan 5, 1930 Zaventem, Belgium, registered under Crossroads Bank for Enterprises n° 0882.245.682, authorised and regulated by the FSMA under n° 2079.

## Introduction

This is a travel insurance policy with Lydia Solutions as the Group Policyholder.

As a **Sumeria Black Card Offer** subscriber (here after "**Cardholder**") provided by Lydia Solutions, **you** become an automatic **beneficiary** of this travel insurance policy.

**You** are eligible to receive the benefits of this insurance policy only if you are a valid **Cardholder** and meet the eligibility criteria at the time of an incident that may lead to a claim.

This document is a summary of the benefits that are provided to you as a valid **Cardholder**.

**You** must abide by the conditions set out in this document and your agreement as a **Cardholder**. Any claim will be settled in accordance with the terms and conditions found in this document.

This is a group insurance policy and whilst **you** may submit a claim to **us** as a valid **Cardholder** all other direct rights under this policy are held solely by Lydia Solutions as the Group Policyholder.

Lydia Solutions will provide you with a notice in case of any changes to these terms and conditions that may affect you, including if you are no longer eligible or if the insurance cover that provides these benefits is cancelled.

## Cancellation of cover

If you wish to cancel your cover as a beneficiary of this policy, you can only do so by cancelling your subscription as a Sumeria Black Card Offer subscriber in accordance with the terms and conditions of your subscription as a Sumeria Black Card Offer subscriber. This will mean the other account benefits will also be cancelled, please refer to your Lydia Solutions agreement for full details of how to cancel your subscription as a Sumeria Black Card Offer subscriber.

You are unable to cancel the travel insurance benefit independently from your subscription as a Sumeria Black Card Offer subscriber.

## Law applicable to this policy

This policy shall be governed exclusively by the laws and practices of France. Any dispute arising out of or in connection with this policy which cannot be settled amicably shall in first instance be submitted to the competent French courts. .

# Our complaints procedure

## Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## Who to contact in the first instance

Many concerns can be resolved straight away. Therefore, in the first instance, please get in touch with Qover, as they may be able to provide you with a prompt response to your satisfaction.

You can contact Qover by:

filling in the form for new complaints at <https://lydiasolutions.qover.com/complaints>. If for any reason you are unable to use the online complaints form, you can also make a complaint to Qover by:

- email to [mediation@qover.com](mailto:mediation@qover.com).
- letter to Mediation service of QOVER SA/NV, Rue du Commerce 31, 1000 Brussels (Belgium)
- phone on +33 1 89 72 01 51

If your complaint was made orally or on a non-durable medium and it cannot be resolved immediately to your satisfaction, we recommend that you reiterate your complaint on a durable written support.

## Many complaints can be resolved within a few days of receipt

If Qover can resolve your complaint to your satisfaction within the first few days of receipt, they will do so.

If Qover cannot resolve or redirect your complaint appropriately within the first few working days, your complaint will be escalated to Cover-More who will seek to resolve it on behalf of Zurich. In any case, we will provide an answer within two months of your initial complaint.

## Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Insurance Mediator, an independent body, to review your case.

We will let you know if we believe the Insurance Mediator service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within six months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.mediation-assurance.org](http://www.mediation-assurance.org).

You can also contact them as follows:

**Post:** Insurance Mediation, TSA 50110, 75441, Paris Cedex 09

or electronically via their website: [www.mediation-assurance.org](http://www.mediation-assurance.org)

The Insurance Mediator will reach an opinion within 90 days from receipt of the complete file.

The Insurance Mediator's opinion is not binding and, if unsatisfied, you can refer the case to the competent French court.

If the Insurance Mediator is unable to consider your complaint, you may wish to seek legal advice.

# Data protection statement

## Cover-More's data protection statement

Cover-More Blue Insurance Services Limited and its associated companies ('we' or 'us' or 'our') are committed to protecting your privacy and personal information at all times and ensure that all personal data processed by us is done so in compliance with the relevant data protection legislation. Unless otherwise stated, Cover-More Blue Insurance Services are the controller of your personal data. A full copy of our data protection statement can be viewed via <https://www.covermoreeurope.com/privacy-policy-cmblue-ie/>.

As an insurance intermediary we administer the insurance policy on behalf of the **Underwriter/Insurer** (Insurance Provider). Where you have an insurance product through us, the Insurance Provider of your chosen product/service also becomes the controller of your personal data for the purposes as outlined in their privacy policy. You will find further information on the Insurance Provider's Privacy Policy below.

A full copy of the Insurance Provider's data protection policy can be viewed via [how-we-use-your-information-for-insured.pdf \(zurich.com\)](#)

### How you can contact us

If you have any queries about how we use your data, you can contact us at [dataprotection.blue@covermore.com](mailto:dataprotection.blue@covermore.com).

## Qover's data protection statement

Qover processes your data in accordance with national and European regulations and guidelines.

You can find all information regarding the processing of your personal data in our Privacy Policy which is available on our website: <https://www.qover.com/terms-and-policies>.

If you have any questions or queries about how Qover uses your data, or require a paper copy of the statement, you can contact Qover via [privacy@qover.com](mailto:privacy@qover.com).

# Important notes

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems;
- use your information to search against various publicly available and third party resources;
- use industry fraud tools including undertaking credit searches and to review your claims history;

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the police and fraud prevention agencies. You may face fines or criminal prosecution.

# Eligibility conditions

We will provide the sections of cover as stated in the Benefit Table providing that all of the following conditions are met, at the time of any incident:

- **you** are a valid **cardholder** or **you** are a **cardholder's partner** or **child**.
- **you** are a resident in one of the countries listed under **country of residence**.
- **YOU ARE NOT TRAVELLING AGAINST MEDICAL ADVICE AND HAVE SOUGHT MEDICAL ADVICE IF YOU HAVE ANY HEALTH CONCERNS AFFECTING YOUR ABILITY TO TRAVEL.**
- **you** comply with any requirements of **your public transport carrier** in its agreement to provide a service.
- **your** travel meets the definition of a **trip**.
- at least 50% of the **total value** of **your trip** must have been paid with your **covered card**.
- **your trip** must begin and end in **your country of residence** with both outward and inbound travel tickets purchased before the **trip** begins.  
**TRIPS WITH ONLY ONE WAY OR OPEN TICKETS ARE NOT COVERED. TRIPS WITHIN YOUR COUNTRY OF RESIDENCE ARE ONLY COVERED PROVIDED THAT YOUR TRIP DESTINATION IS MORE THAN 100KM FROM YOUR HOME AND INCLUDES AT LEAST ONE OVERNIGHT STAY PRE-BOOKED FOR A FEE.**
- **your trip** must not exceed 31 consecutive days.  
**THIS INSURANCE WILL NOT APPLY TO ANY PART OF YOUR TRIP IF IT IS LONGER THAN 31 DAYS.**

In addition to the above, to qualify for cover under Section 13 – Vehicle Hire Excess, you must:

- hold a valid driver's licence for the category of rental vehicle (issued in **your country of residence** or in the country that issued **your** passport);
- not have more than three speeding convictions or not have lost more than nine points on **your** driving licence in the five years preceding **your trip**;
- not have been convicted (or not have been prosecuted) for driving while intoxicated or under the influence of one or more drugs or not have been convicted (or not have been prosecuted) for dangerous and/or reckless driving;
- be at least 21 and no more than 79 years old;
- **NOT HAVE VIOLATED THE CONDITIONS OF THE RENTAL AGREEMENT.**

# Making a Claim

In the event of an emergency, or should **you** be admitted to **hospital** as an in-patient, **you** should contact **Cover-More Assist** as soon as reasonably possible by phoning **+33 1 89 72 01 51**, available 24/7, 365 days a year.

**You** can submit any other claims or claims queries directly to **us** by:



completing a new claim in the Make a Claim section of the Sumeria mobile app



completing the online claim form at <https://lydiasolutions.qover.com/claims>

**You** will need to give:

- **your** first and last name
- **your** unique ID (available in the Sumeria mobile app)
- **your** policy number
- brief details of **your** claim.

Please submit **claims** within 30 days (unless otherwise stated) of **you** becoming aware that **you** may need to make a **claim**. **You** should submit a claim using one of the above processes and include any relevant supporting documentation as soon as possible.

**You** are able to view details of **your** claims in the Sumeria mobile app, if **you** have any queries or issues **you** can contact Qover by:



emailing for ongoing claims at [lydiasolutions@qover.com](mailto:lydiasolutions@qover.com)



phoning on +33 1 89 72 01 51 (Monday-Friday 09:00 – 17:00)

Please note that these claims services are supplied by specialist third parties who are contracted to **us** and not by Cover-More personnel.

**IN THE EVENT OF A FRAUDULENT CLAIM, YOU WILL BE DEPRIVED FROM ANY RIGHT TO INDEMNITY FOR THIS CLAIM, AND WE MAY RECOVER FROM YOU ANY SUMS PAID IN RESPECT OF THE CLAIM (INCLUDING SUMS INCURRED IN HANDLING OR ASSESSING THE CLAIM).**

## For all claims

- **Your** original booking invoice(s) and **travel documents** showing the dates of travel and booking date.
- Transaction statements related to payments made with the **covered card**.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance that may also cover the incident.
- Any documentation **you** have to substantiate **your** claim.
- For all claims relating to **illness** or **injury** a medical certificate will need to be completed by the treating **medical practitioner** treating **you**, a **close relative**, or any person with whom **you** are travelling or staying with. For any claims due to a death **we** will require a medical certificate from the **medical practitioner** treating **you**, a **close relative**, or any person with whom **you** are travelling or staying with and a copy of their death certificate.
- Original receipts or proof of ownership for stolen, lost or damaged item(s).

## For Cancellation or Curtailment claims

### Cancellation

- Original cancellation invoice(s) detailing all cancellation charges incurred and any refunds given.

- Written report from the carrier confirming the length and reason for the delay.
- Evidence of your efforts to secure a rearranged booking, recover costs and relevant reports from the airline or transport provider.
- If **your** claim relates to other covered circumstances, **we** will detail what documents **you** would need to provide in the claim forms.

## Curtailment

- Original receipt or booking invoice for new flight.
- Original booking invoice for any unused pre-paid excursions confirming date and amount paid.

## For Delayed Departure claims

- Written confirmation from carrier (or their handling agents) confirming length and reason for delay.
- If after 24 hours' delay on **your** initial outbound journey **you** choose to cancel, a cancellation invoice and letter from carrier confirming length and reason for delay.

## For Baggage Delay

- Property Irregularity Report (PIR) from the carrier or their handling agents.
- Letter from airline confirming reason and length of delay and when item(s) were returned to **you**.
- Original itemised receipts for any emergency purchases made.

## For Baggage and Personal Money claims

- If stolen a police report confirming **you** reported the incident to the police within 48 hours of noticing the item(s) missing.
- If lost or damaged by the carrier please obtain a PIR (Property Irregularity Report) and letter from the airline confirming the item(s) lost. Please also keep all luggage tags where possible.
- If **personal money** is stolen a police report confirming what happened and what was lost, and any bank statements/bureau de change receipt(s) as proof of ownership.
- A damage report and repair estimate for damaged item(s).
- Keep any damaged items beyond repair as **we** may need to inspect them.
- Original receipts for lost or damaged items.

## For Travel documents claims

- Police report or embassy report confirming **you** reported to the local authorities within 48 hours of noticing the passport missing.
- Original receipts for any additional accommodation or travel expenses incurred.

## For Personal Possessions Mugging claims

- A police report with an incident number that confirms that **you** reported the **mugging** within 48 hours.
- If possible, an official statement from a witness describing the circumstances of the **mugging** dated and signed, with the full name of the witness, date of birth, address and employment, passport or driving licence.
- If **you** require any medical treatment, please obtain a written medical report from the **medical practitioner**

## For Emergency Medical Expenses and Assistance claims

- In case of any **medical emergency you** must contact **Cover-More Assist** on +33 1 89 72 01 51 as soon as possible.
- For outpatient treatment (excluding fractures) **you** should pay for the treatment. Please keep all original receipts and obtain a medical report from the **hospital** confirming the **illness** or **injury**, any treatment and admission and discharge dates if applicable.
- A medical report from the **medical practitioner** confirming the treatment and medical expenses.

- If there are any outstanding expenses please send a copy of the outstanding bill. Please also mark on it that it remains outstanding.
- If **you** incur any additional expenses after **our** prior authorisation, please provide these receipts.

## For Hospital Benefit claims

- Medical report confirming the dates of admission and discharge.

## For Personal Liability claims

- Detailed explanation of the circumstances surrounding the incident, including any photographs and video evidence (where applicable).
- Every writ, summons, or other correspondence received from a third party.
- Full details of any witnesses, providing written statements where possible.

## For Personal Accident claims

- Detailed explanation of the circumstances surrounding the incident, including photographs and video evidence (if this applies).
- A medical certificate from the **medical practitioner** to confirm the extent of the injury and treatment given including **hospital** admission/discharge.
- A death certificate (where applicable).
- Full details of any witnesses, providing written statements where possible.

## For Overseas Legal Expenses claims

- Detailed explanation of the circumstances surrounding the incident, including any photographs and video evidence (where applicable).
- Any writ, summons, or other correspondence received from a third party.
- Full details of any witnesses, providing written statements where possible.

## For Winter Sports claims

### Winter sports equipment

- If stolen, a police report confirming **you** reported the incident to the police within 48 hours of noticing the item(s) missing.
- If lost or damaged by the carrier, please obtain a PIR (Property Irregularity Report) and letter from the airline confirming the item(s) lost. Please also keep all luggage tags where possible.
- A damage report and repair estimate for damaged item(s).
- Keep any damaged items beyond repair as **we** may need to inspect them.
- All hire receipts and luggage labels/tags (where applicable).

### Ski Pack

- Written confirmation from the business **you** purchased the **ski pack** through and that no refund is available for the unused elements.
- Date, causes and circumstances giving rise to the **bodily injury** or **illness**.
- **You** must obtain written confirmation from a **medical practitioner** that the **bodily injury** or **illness** stopped the use of the **ski pack**.
- A police report, if applicable.
- A death certificate, if applicable
- The original invoice and payment receipt for lift passes and/or ski lessons.

## Piste Closure

- Written confirmation from the resort management confirming the closure of facilities and the dates applicable.
- The original invoice and payment receipt for the unused lift passes.

## For Hire Vehicle Excess claims

- Rental Agreement as provided by Rental Company.
- Copy of driving licence.
- Accident report.
- Bank statement or original receipt showing how much **you** have paid for the damages.

## For Internet purchase protection

In the event of refusal by the E-merchant to reimburse or replace the covered goods, or in the event of no response to the complaint after a period of 30 calendar days, **you** may submit a claim to **us**, including the following:

- Confirmation of the order.
- Copy of the delivery slip or receipt.
- Copy of the **covered card** statement certifying the debited amount.
- Any evidence of non-conformity of the covered goods, in particular photos of the product ordered and the one delivered.
- Copy of the complaint letter and proof of sending as well as the emails exchanged with the **E-merchant**.
- Copy of the **E-merchant's** refusal following the complaint letter.
- If the goods are returned to the **E-merchant**, proof of their shipping costs.
- In the event of non-delivery:
  - Affidavit of non-delivery of the **covered goods**;
  - If **you** do not receive a response from the **E-merchant** following **your** complaint, **you** must file a complaint for fraud and send a copy to **us**.

## For Fraudulent Card Use

In the event of fraudulent use of a **covered card**, **you** must:

- Immediately inform Lydia Solutions under the conditions specified in the Terms of Use accessible on the Sumeria website:
- confirm the notification to Lydia Solutions in writing as soon as possible;
- in case of theft of the **covered card**, file a police report as soon as possible;
- in the event of loss or discovery of fraudulent use, file a police report for fraudulent use as soon as possible;
- report a claim to **us** as soon as possible.

For any claim under any of the Sections of this Policy, **we** may ask **you** for additional documents to assess the claim

**IF YOU INTENTIONALLY BREACH AN OBLIGATION STIPULATED IN THIS SECTION, WE ARE NOT OBLIGED TO PAY. IN THE CASE OF GROSSLY NEGLIGENT NON-OBSERVANCE OF THE OBLIGATION, WE SHALL BE ENTITLED TO REDUCE ANY BENEFITS PAYABLE COMMENSURATE WITH THE SEVERITY OF THE CARDHOLDER'S FAULT; THE BURDEN OF PROOF THAT THERE WAS NO GROSS NEGLIGENCE SHALL BE ON THE CARDHOLDER. IN THE EVENT OF GROSS NEGLIGENCE, WE ARE NEVERTHELESS OBLIGED TO PAY BENEFIT, INSOFAR AS THE NON-OBSERVANCE OF THE OBLIGATION NEITHER CAUSED THE OCCURRENCE OR THE ESTABLISHMENT OF THE INSURED EVENT NOR THE ESTABLISHMENT OR THE EXTENT OF OUR OBLIGATION TO EFFECT PAYMENT.**

# Benefit Table

Cover	Limit (per claim)	Excess (per claim)	Geographical Scope
<b>Section 1 – Cancellation or Curtailment</b>			
Cancellation, maximum	Up to €5,000	n/a	Worldwide
<b>Curtailment</b> , maximum	Up to €5,000	n/a	Worldwide
<b>Section 2 – Delayed Departure (minimum 4 hours)</b>			
Delayed Departure, maximum	€50 per 4 hours ; Up to €300	n/a	Worldwide
<b>Section 3 – Baggage Delay</b>			
Baggage Delay of minimum 12 hours	Up to €500	n/a	Outside <b>country of residence</b> only
<b>Section 4 – Baggage, Personal Money and Travel documents</b>			
Baggage, maximum	Up to €750	n/a	Worldwide
Valuables, maximum	Up to €100	n/a	Worldwide
Personal Money, maximum	Up to €100	n/a	Worldwide
<b>Travel documents</b> , maximum	Up to €200	n/a	Worldwide
<b>Section 5 – Personal Possessions Mugging</b>			
Personal Possessions Mugging, maximum	Up to €500	n/a	Outside <b>country of residence</b> only
<b>Section 6 – Emergency Medical Expenses and Assistance</b>			
Emergency Medical Expenses and Assistance, maximum	Up to €300,000	n/a	Outside <b>country of residence</b> only
Infants born following Pregnancy Complications, maximum	Included in above limit	n/a	Outside <b>country of residence</b> only
Emergency Dental Treatment, maximum	Up to €250	n/a	Outside <b>country of residence</b> only
<b>Section 7 – Hospital Benefit</b>			
Hospital Benefit	€60 per 24 hours	n/a	Outside <b>country of residence</b> only
Maximum total	Up to €300	n/a	
<b>Section 8 – Personal Liability</b>			
Personal Liability, maximum	Up to €500,000	n/a	Outside <b>country of residence</b> only
Damage to Temporary Holiday Accommodation	Up to €100,000	€250	Outside <b>country of</b>

**Section 9 – Personal Accident**

Death	€15,000	n/a	Worldwide
Loss of limb or sight	Up to €15,000	n/a	Worldwide
Permanent Total Disablement	€15,000	n/a	Worldwide

**Section 10 – Overseas Legal Expenses**

Overseas Legal Expenses, maximum	Up to €15,000	n/a	Outside <b>country of residence only</b>
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**Section 11 – Hijack**

Hijack, maximum	Up to €500	n/a	Worldwide
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**Section 12 – Winter Sports**

Search and rescue, maximum	Up to €15,300	n/a	Worldwide
Winter sports equipment/Winter sports equipment Hire, maximum	Up to €300	n/a	Worldwide
Ski Pack, maximum	Up to €300	n/a	Worldwide
Piste Closure, maximum	Up to €100	n/a	Worldwide

**Section 13 – Hire Vehicle Excess**

Hire Vehicle Excess, maximum	Up to €3,000	n/a	Worldwide
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**Section 14 – Fraudulent use of covered card**

Fixed amount per claim for associated costs	Up to €50	n/a	Worldwide
Fraudulent use due to gross <b>negligence</b> , maximum	Up to €3,000 (limit per calendar year)	n/a	Worldwide

**Section 15 – Protection of internet purchases**

Internet purchase protection, maximum	Up to €500 per claim	n/a	Worldwide
	Up to €1,000 per calendar year	n/a	Worldwide

# General Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

## Adverse weather conditions

Rain, wind, fog, thunder or lightning storm, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm which is not caused by or has not originated from a geological or catastrophic event such as but not limited to an earthquake, volcano or tsunami.

## Accident/Accidental/Accidentally

An event that is sudden, unexpected, and which is caused by external and visible means.

## Baggage

**Your** personal clothing and effects, suitcases, luggage and/or similar and others belonging to **you** with the exception of **valuables, winter sports equipment, golf equipment, personal money** and documents of any kind.

## Benefit table

The table listing the benefit amounts in this policy.

## Cardholder

The holder of a **covered card(s)**.

## Children/Child

A **cardholder** or their **partner's** children including stepchildren and fostered or adopted children, provided that they are:

- aged 18 years old or under at the commencement of a **trip** (or aged 21 years old or under at the commencement of a **trip** if still in full time education)
- legally and financially dependent on the cardholder or partner (according to the regulations of your country of residence)
- not married.

## Close relative

**Your partner**, fiancé(e), parent(s), parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, aunt, uncle, cousin, nephew, niece, stepparent, stepbrother, stepsister, stepchild(ren), foster child, legal guardian and ward.

## Country of residence

**France**, Belgium Spain or Portugal.

## Covered Goods

Items that can be legally purchased new on the Internet from an **E-merchant** using a **covered card** and with a value between €20 and €1,000 including tax (excluding postage).

## Covered keys

The keys to **your home** and the keys of **your** main vehicle in **your country of residence**.

## Covered card

A valid and activated physical or virtual payment card linked to the Sumeria Black Card Offer where the subscription has been paid in accordance with the Sumeria Black Card Offer agreement at the time of any incident giving rise to a claim.

## Covered papers

**Your** passport, driving licence, national identity card and car registration documents.

## Cover-More Assist

The service provider nominated by Cover-More Blue Insurance Services Limited

## Curtailed/Curtail

Cutting short a **trip** by returning early to **your home**.

## Eligible Rental

Any **hire vehicle** rented outside **your country of residence** or within **your country of residence** if the rental was for a

holiday journey of 24 hours or more to a destination at least 60km from **your home** and justified a reservation of at least one night in a hotel or accommodation establishment.

### **E-merchant**

Legal person or natural person registered in a country of the European Economic Area, Switzerland, the United Kingdom, Monaco, Andorra, Canada or the United States and carrying out a professional activity of selling goods on the Internet.

### **Excess**

The first amount of any claim for which **you** are responsible to pay. The excess applies to each claim and is applied per section except where indicated differently. If a claim is made under more than one section which is caused by the same event at the same time, an excess per claim per section will apply.

### **France**

France refers to the French Republic, including both metropolitan France (the European mainland) and all overseas departments, regions, and collectivities under French sovereignty.

### **Fraudulent use**

Any payment or withdrawal not made by **you** or one of **your close relatives** using **your covered card(s)**, the **covered card(s)** of which having been lost or stolen during the period of validity of **your** Sumeria Black Card Offer.

### **Handbag/wallet**

**Your** handbag, satchel, briefcase, wallet, purse or card holder wallet

### **Hire Vehicle**

Any 4-wheeled passenger car and vans owned by a licensed rental company or agency, which **you** have agreed to hire from them according to the terms of **your** rental agreement.

### **Hospital**

A licensed medical institution which meets the following criteria:

- it has facilities for medical diagnosis and/or for treating injured and sick people; and
- it is run by **medical practitioner(s)**; and
- it provides care supervised by state registered nurses or the local equivalent; and
- it is not a medical institution only specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a place for drug and/or alcohol rehabilitation.

### **Home**

**Your** normal place of residence in **your country of residence**.

### **Illness/III**

Sudden and unforeseen change in health, sickness or disease (including complications of pregnancy or childbirth) contracted as certified by a **medical practitioner**.

### **Injury/Injured**

Bodily injury sustained in an **accident** directly and independently of all other causes.

### **Internet**

A global computer network made up of a set of national, regional and private networks. The network uses the same communication protocol: TCP/IP (Transmission Control Protocol / Internet Protocol).

### **Loss of limb(s)**

Loss by physical separation at or above the wrist or ankle joint or permanent total functional disablement of an entire hand, arm, foot or leg.

### **Loss of sight**

Complete and irrecoverable loss of sight:

- in one or both eyes if registered as blind on the authority of a fully qualified ophthalmic specialist; or
- in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 90 cm or less what **you** should see at 18 meters)

### **Manual work**

Physical work or work involving the use or operation of mechanical or non-mechanical machinery or equipment.

### Medical condition

Any physical or mental illness, injury, disease or condition that includes:

- any undiagnosed condition that is connected with any health issues **you** have and which are under investigation or awaiting test results, or surgery or treatment at a **hospital** or nursing home; and/or
- any condition **you** are aware of and which affects a **close relative** or **travel companion** or a person **you** are planning to stay with.

### Medical emergency

An **injury** or sudden and unforeseen **illness** suffered by **you** while **you** are on a **trip** outside **your country of residence** and a registered **medical practitioner** tells **you** that **you** need immediate medical treatment or medical attention.

### Medical practitioner

A registered practicing member of the medical profession who is not related to **you** or **your travel companion**.

### Mugging

Any physical violence or threat of violence committed by a **third party** (a person other than a **close relative** or **travel companion**) with the intention of depriving **you** of **your** items.

### Negligence

Lack of attention or care that could be reasonably expected of **you** for the preservation of **your** property and interests.

### Normal pregnancy or childbirth

Means pregnancy or childbirth without any **pregnancy complications**.

### Non-compliant delivery

The delivery is deemed to be non-compliant in one of the following cases:

- the **covered goods** delivered are defective, damaged or incomplete; or
- the **covered goods** delivered do not correspond to the goods indicated on the order form.

### Non-delivery

Non-delivery is established if **you** have not received the **covered goods** within 15 calendar days following the delivery date indicated on the order confirmation. If no precise deadline has been specified, non-delivery shall be deemed to occur after a period of 30 calendar days following the recording of the transaction on the **covered card** of the **cardholder**.

### Onward journey

Travelling between destinations as part of your **trip**, after your initial arrival at your first **trip** destination. This includes any pre-booked flights, sea crossings, or rail journeys between locations within your overall itinerary.

### Outward journey

Travelling from **your home** or business address in **your country of residence** to **your trip** destination including international flights, sea crossings or rail journeys which are booked prior to **you** leaving **your country of residence**.

### Partner

A **cardholder's** spouse or legal **partner** (including any couple in a common law relationship living permanently at the same address).

### Permanent total disablement

A disablement which means **you** cannot do any kind of job for the rest of **your** life.

### Personal money

Bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, hotel vouchers, all held for private purposes.

### Personal possessions

**Your covered keys, covered papers, handbag/wallet**, mobile/smart phone, MP3/4 player, cameras and portable communication devices.

### Personal quarantine

A period of time where **you** are suspected of carrying an infection or have been exposed to an infection and as a result

are confined or isolated on the orders of a medical professional or public health board in an effort to prevent disease from spreading.

### **Piste**

A recognised and marked ski run within the resort boundaries.

### **Pre-existing medical condition(s)**

- Any past or current **medical condition** that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received during the 5 years prior to the booking of and/or commencement of any **trip**; and
- any cardiovascular or circulatory condition) that has occurred at any time prior to the commencement of cover and/or prior to any **trip**; and
- any chronic and/or recurring medical conditions; and
- any medical conditions for which **you** are on a waiting list for treatment, or awaiting the results of any test or examination; and
- any medical condition for which **you** know **you** need to undergo tests, treatment or surgery; and
- any medical condition **you** are aware of for which **you** have not yet received a diagnosis: and

### **Pregnancy complications**

The following complications of pregnancy as certified by a **medical practitioner**: toxemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), hyperemesis gravidarum, ante partum haemorrhage, placental abruption, placenta praevia, post-partum haemorrhage, retained placenta membrane, miscarriage, stillbirths, medically necessary emergency Caesarean sections/medically necessary termination, and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date.

### **Public transport**

Any transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service on which **you** are booked to travel.

### **Public transport carrier**

The operator of any mechanically propelled vehicle operated by a company or under an individual licence to carry passengers for hire, including but not limited to aircraft, bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.

### **Regional quarantine**

Any period of restricted movement or isolation, including national lockdowns, within **your country of residence** or destination country imposed on a community or geographic location, such as a country or region, by a government or public authority.

### **Rental Period**

The period indicated on the rental agreement, up to a maximum of 31 days.

### **Ski pack**

Ski lift pass, ski school fees and hired winter sports equipment, all pre-paid.

### **Ski season**

Northern Hemisphere after 1st November and before 31st March; Southern Hemisphere after 1st May and before 30th September.

### **Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Theft**

Any theft with evidence of force, violence or forcible entry.

### **Third party**

Any person other than **you**, your **close relatives** and **travel companions**.

### **Total value**

Shall mean the total combined value of accommodation, transport and **hire vehicle** paid or due to be paid (in case of deposit) for your **trip**. For example, only paying for the hotel taxes or the flight seats does not meet the eligibility conditions.

### **Travel companion**

A person with whom **you** have chosen to travel or arranged to travel with to the same destination.

### **Travel documents**

Entry visa and any other documentation that is mandatory in order to gain entry to a **trip** destination country

### **Trip**

A holiday or journey which is a round trip, starting from when **you** leave **your home** or place of business (whichever is the later), and which ends on **your** return to **your home** or place of business (whichever is the earlier) and which doesn't exceed 31 consecutive days. Normal and habitual travel between **your home** and place of business or second residence will not be considered as a covered **trip**. The outward and homeward tickets must be purchased prior to travel.

### **Unattended**

Where **you** are not in full view or in a position to prevent unauthorised taking or interference with **your** vehicle, **baggage**, **valuables** or **winter sports equipment**.

### **Valuables**

Jewellery, watches, furs, leather goods, items made of or containing gold, silver, precious metals or precious or semi-precious stones, sunglasses, spectacles, musical instruments, telescopes, binoculars, portable satellite navigation equipment and GPS devices, mobile/smart phones, photographic and camera/video equipment, and portable and/or hand held audio/visual or computer equipment including their games, headphones, discs and accessories.

### **We/Us/Our/Ours**

Cover-More Blue Insurance Services Limited

### **Winter sports**

The activities listed in the Winter Sports Activities sub-section of the Sports and Activities Section.

### **Winter sports equipment**

Skis, poles, bindings, snowboard, helmets, boots, ice skates, snowshoes (including their accessories) and essential clothing and protective items that **you** own or hire.

### **You/Your/Yours/Beneficiaries**

An eligible person insured under this policy as per the Eligibility section.

# General Conditions

In order to have full protection of the policy, please make sure **you** comply with the conditions below otherwise **we** may reject **your** claim or reduce the claims payment depending on the circumstances.

Additional section conditions may apply. Please refer to the relevant sections of the terms and conditions for details.

## Age limit

**THE MAXIMUM AGE LIMIT FOR ALL BENEFITS IS 79 YEARS INCLUSIVE. WHEN YOU REACH THE AGE OF 80, COVER WILL CONTINUE UNTIL THE NEXT ANNIVERSARY OF YOUR SUMERIA BLACK CARD OFFER SUBSCRIPTION BUT NOT THEREAFTER.**

The maximum age limit for children covered under these benefits is 18 years inclusive (or 21 years inclusive if in full time education and financially dependent on the **cardholder**) at the commencement of a **trip**.

To benefit from **hire vehicle** excess cover, you must be at least 21 years of age.

## Geographical limit

The cover is valid for **trips** outside **your country of residence** provided that all **trips** do not exceed a total duration of 180 days in any 12-month period, or within **your country of residence** provided that **your trip** destination is more than 100km from **your home** and includes at least one overnight stay that is pre-booked for a fee. Please refer the **table of benefits** to see which sections of cover apply to which type of **trip**.

**THIS POLICY WILL NOT COVER ANY LOSS, INJURY, DAMAGE OR LEGAL LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM PLANNED OR ACTUAL TRAVEL IN, TO, OR THROUGH CUBA, IRAN, SYRIA, NORTH KOREA, BELARUS, RUSSIA, OR UKRAINE (INCLUDING THE CRIMEA, DONETSK PEOPLE'S REPUBLIC (DNR), OR LUHANSK PEOPLE'S REPUBLIC (LNR) REGIONS OF UKRAINE).**

## Territorial Limit applying to Section 15 Internet Purchase Protection

This benefit applies to any order of **covered goods** from an **E-merchant** provided that the delivery address is in the European Economic Area, Switzerland, the United Kingdom, Monaco, Andorra, Canada or the United States.

## Payment of indemnities

Please refer to the relevant Section(s) of this policy for information on the assessment of damages and the determination of the indemnities' amount.

**We** will pay the indemnities as soon as possible after you have provided satisfactory evidence of a covered claim along with justification of the covered damages, costs, and expenses.

## Period of cover

Cover is applicable for any **trip** commencing on or after the start date of **your covered card**. Any **trip** you are currently on when the **covered card** is activated will not be covered.

The duration of any **trip** may not exceed 31 consecutive days.

**PLEASE NOTE IF YOUR TRIP IS LONGER THAN THE MAXIMUM DURATION, BENEFITS WILL NOT APPLY TO ANY PART OF THAT TRIP.**

Under Section 1 – Cancellation cover shall begin from the time **you** book the **trip** and stops at the start of **your trip**. For all other sections, the benefits start when **you** leave **your home**, or **your** place of business (whichever is the later) to commence the **trip** and terminates at the time **you** return to **your home** or place of business (whichever is the earlier) on completion of the **trip**.

### Extension to the period of cover

The period of cover is automatically extended for the period of the delay in the event that **your** return to **your country of residence** is unavoidably delayed due to a covered event. In these circumstances, the 31-day trip limit will not apply.

## Declarations of the cardholder

The **cardholder** must accurately respond to the **insurer's** questions, regarding circumstances that are likely to enable the **insurer** to assess the risks for which it is providing cover (Article L 113-2 2° of the Insurance Code).

The **cardholder** shall declare any new circumstances that result in either an increased risk or the creation of new risks,

and thus make the **cardholder's** initial responses inaccurate or obsolete.

This declaration must be made by registered letter within 15 days from the time the **cardholder** becomes aware of these circumstances (Article L113-2 3° of the Insurance Code).

When the change made constitutes an increasing of the risk within the meaning of the Article L113-4 of the Insurance Code, the **insurer** may either terminate the contract or propose new conditions. In the event of termination, termination only takes effect 10 days after notification by the **insurer**. In the other case, if the **cardholder** fails to respond to the **insurer's** proposal or expressly refuses this, the **insurer** may terminate the contract at the end of a 30-day period following the proposal, provided that such right has been mentioned in clear terms in said proposal.

Any omission or inaccurate statement of risk characteristics lead to:

- The reduction of the indemnity, if the **cardholder** is in good faith (Article L 113-9 of the Insurance Code). If this omission or inaccurate statement is discovered prior to any loss, the **insurer** shall be entitled either to continue the policy in consideration of an increase in premium accepted by the **cardholder** or to terminate the policy ten days after notice sent to the **cardholder** by registered letter by returning the part of the premium paid for the period not covered by the policy. In the event that the discovery took place only after the loss has occurred, the compensation shall be reduced in proportion to the rate of the premiums paid in relation to the rate of premium that would be owed if the risks had been truthfully and exhaustively declared.
- **THE POLICY BEING VOID IF THE CARDHOLDER'S BAD FAITH IS PROVEN (ARTICLE L 113-8 OF THE INSURANCE CODE).**

## Limitation period

In accordance with article L 114-1 of the Insurance Code, all actions deriving from the policy are time barred two years after the event which gives rise to them.

However, this period does not run:

- (a) In case of concealment, omission, false or inaccurate statement of the risk incurred, only from the day that **we** became aware of it;
- (b) In the event of a claim, from the day on which the parties concerned became aware of it, if they prove that they were unaware of it until then.

In accordance with article L 114-2 of the Insurance Code, the limitation period is interrupted by one of the ordinary causes of interruption of the limitation period: the recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code), a legal claim (articles 2241 to 2243 of the Civil Code), a protective measure taken in application of the Code of Civil Enforcement Procedures or by an act of forced execution (articles 2244 and 2245 of the Civil Code) or the interpellation made to the principal debtor or his acknowledgement, which interrupts the prescription period against the guarantor (article 2246 of the Civil Code), as well as by the appointment of experts following a claim.

The sending of a registered letter with acknowledgement of receipt addressed by **you** to **us** with regard to the settlement of the indemnity, also interrupts the limitation period.

## Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

# Other Important Information

1. In the event of a **medical emergency**, or being admitted to **hospital** as an in-patient, **you** or the treating facility should contact **Cover-More Assist** on +33 1 89 72 01 51 as soon as possible.
2. **You** must contact **Cover-More Assist** on +33 1 89 72 01 51 if **you** need to **curtail your trip**.

## Dual Insurance

If the risks covered under this policy are or come to be covered by one or several other insurances, the **cardholder** must imperatively declare this to **us** and provide the name of the other insurer(s) as well as the respective amounts covered by each of them.

**IF THE OTHER INSURANCE(S) HAVE BEEN CONTRACTED IN A FRAUDULENT MANNER, WE MAY SEEK THE ANNULMENT OF THE POLICY AND MAY ALSO CLAIM DAMAGES.**

If the other insurance(s) have been concluded without willful misrepresentation or fraud, and a loss occurs, each of them shall take effect within the policy cover and in accordance with the indemnity, regardless of the date on which the policy was concluded. Within the policy beneficiary may obtain indemnity for the loss by contacting the insurer of its choice.

As between the insurers, the contribution of each of them shall be determined by applying to the amount of the loss the ratio of the indemnity that would have been paid if each one were the sole insurer, to the amount of the cumulative indemnity that would have been paid by each insurer had they been sole insurer.

# Important Conditions and Exclusions relating to Health

**Your** claim payment may be refused or reduced if **you** do not comply with the following conditions.

**YOU WILL NOT BE COVERED:**

- i) **IF YOU ARE TRAVELLING AGAINST THE ADVICE OF A MEDICAL PRACTITIONER (OR WOULD BE TRAVELLING AGAINST THE ADVICE OF A MEDICAL PRACTITIONER HAD YOU SOUGHT THEIR ADVICE)**
- ii) **IF YOU ARE TRAVELLING WITH THE INTENTION OF OBTAINING MEDICAL TREATMENT OR CONSULTATION ABROAD**
- iii) **FOR ANY CHRONIC OR RECURRING ILLNESS YOU KNEW ABOUT AT THE TIME OF TRAVEL.**

**YOU WILL NOT BE COVERED FOR ANY CLAIMS UNDER SECTION 1 – CANCELLATION OR CURTAILMENT OR FOR SECTION 6 – EMERGENCY MEDICAL EXPENSES AND ASSISTANCE:**

**IF YOU HAVE ANY UNDIAGNOSED SYMPTOMS THAT REQUIRE ATTENTION OR INVESTIGATION IN THE FUTURE (THAT IS SYMPTOMS FOR WHICH YOU ARE AWAITING INVESTIGATIONS/TESTS/CONSULTATIONS OR AWAITING RESULTS OF INVESTIGATIONS WHERE THE UNDERLYING CAUSE HAS NOT BEEN ESTABLISHED)**

## Reciprocal Healthcare Agreements

### Travel to the European Union

If **you** are travelling to countries within the European Union (EU), **you** are strongly advised to obtain a European Health Insurance Card (EHIC).

This will entitle **you** to benefit from the health care arrangements which exist between countries within the EU.

# General Exclusions

**WE WILL NOT PROVIDE COVER IN ANY OF THE POLICY SECTIONS FOR:**

- 1. ANY CLAIM WHERE AT LEAST 50% OF THE TOTAL VALUE OF YOUR TRIP AND HIRE VEHICLE HAS NOT BEEN PAID WITH YOUR COVERED CARD.**
- 2. ANY CLAIM RELATED TO YOUR INTENTIONAL OR DELIBERATE WRONGDOING**
- 3. ANY CLAIM FOR COMPENSATION WITHIN THE COUNTRY OF RESIDENCE UNDER THE BAGGAGE DELAY, EMERGENCY MEDICAL EXPENSES, HOSPITALIZATION, PERSONAL LIABILITY, LEGAL EXPENSES OR PERSONAL EFFECTS MUGGING SECTIONS.**
- 4. ANY CLAIM RELATED TO A TRAVEL TO A COUNTRY, AREA OR EVENT (INCLUDING WITHIN YOUR COUNTRY OF RESIDENCE) WHEN, BEFORE THE BEGINNING OF THE TRIP, THE MINISTRY FOR EUROPE AND FOREIGN AFFAIRS OR REGULATORY AUTHORITY IN A COUNTRY TO/FROM WHICH YOU ARE TRAVELLING OR THE WORLD HEALTH ORGANISATION HAS ADVISED AGAINST ALL TRAVEL OR ALL BUT ESSENTIAL TRAVEL, OR WHICH IS SUBJECT TO AN OFFICIAL UNITED NATIONS EMBARGO BEFORE THE BEGINNING OF THE TRIP.**
- 5. ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM:**
  - i) ANY PRE-EXISTING MEDICAL CONDITIONS.**
  - ii) ANY CONDITION FOR WHICH YOU ARE NOT TAKING THE RECOMMENDED TREATMENT OR PRESCRIBED MEDICATION AS DIRECTED BY A MEDICAL PRACTITIONER YOUR TRAVEL AGAINST THE ADVICE OF A MEDICAL PRACTITIONER.**
  - iii) YOU TRAVELLING TO OBTAIN MEDICAL TREATMENT OR CONSULTATION OUTSIDE YOUR COUNTRY OF RESIDENCE.**
  - iv) YOU TRAVELLING AGAINST ANY HEALTH REQUIREMENTS STIPULATED BY THE CARRIER, THEIR HANDLING AGENTS OR ANY OTHER PUBLIC TRANSPORT CARRIER (EXPLICITLY INCLUDES MASK DUTY OR VACCINATION REQUIREMENTS).**
- 6. ANY CLAIM RELATED TO YOUR ENGAGEMENT IN OR PRACTICE OF:**
  - i) MANUAL WORK**
  - ii) FLYING EXCEPT AS A FARE PAYING PASSENGER IN A FULLY LICENSED PASSENGER-CARRYING AIRCRAFT**
  - iii) THE USE OF MOTORISED VEHICLES UNLESS THE DRIVER AT THE TIME OF THE INCIDENT HELD AN APPLICABLE CURRENT DRIVING LICENCE ALLOWING THE USE OF SUCH VEHICLES IN YOUR COUNTRY OF RESIDENCE AND YOUR TRIP DESTINATION.**
  - iv) THE USE OF 2- OR 3-WHEELED MOTORISED VEHICLES WHEN YOU DID NOT WEAR A CERTIFIED HELMET AT THE TIME OF THE INCIDENT**
  - v) PROFESSIONAL ENTERTAINING (BEING PAID TO PERFORM IN FRONT OF AN AUDIENCE).**
  - vi) PROFESSIONAL SPORTS OR ANY SPORT OR ACTIVITY OR ANY WINTER SPORT ACTIVITY** unless shown as covered in the Sports and Activities Section and Winter Sports Activities sub-section. Cover for sports and activities during a trip is only provided on a non-regular recreational basis. Any non-listed activities will not be covered regardless if undertaken as part of an organised excursion, event or on a stand-alone basis.
  - vii) RACING (OTHER THAN ON FOOT), MOTOR RALLIES AND MOTOR COMPETITIONS, TRACK-DRIVING, OR ANY TESTS FOR SPEED OR ENDURANCE.**

- 7. ANY CLAIM RELATED TO YOU:**
- i) ATTEMPTING OR COMMITTING SUICIDE; DELIBERATELY INJURING YOURSELF.**
  - ii) USING ANY DRUG NOT PRESCRIBED BY A MEDICAL PRACTITIONER.**
  - iii) BEING ADDICTED TO, ABUSING OR BEING UNDER THE INFLUENCE OF DRUGS OR HAVING A BLOOD ALCOHOL LEVEL OF 0.5PER MILLE OR A BREATH ALCOHOL LIMIT OF 220 MICROGRAMS OR THE LEGAL LIMIT IN THE COUNTRY YOU ARE VISITING IF THAT IS LESS.**
  - iv) DELIBERATELY PUTTING YOURSELF AT RISK OF DEATH, INJURY, ILLNESS OR DISABILITY (UNLESS YOU WERE TRYING TO SAVE HUMAN LIFE). ROOFING, CLIMBING BUILDINGS OR BALCONIS OR ITS RAILINGS, JUMPING FROM A BALCONY OR FROM ONE BALCONY TO ANOTHER, AS WELL AS JUMPING FROM HEIGHTS/BUILDINGS/ROCK FORMATIONS.**
- 8. ANY CLAIM RELATED TO YOUR INVOLVEMENT IN A FIGHT EXCEPT IN SELF-DEFENCE.**
- 9. ANY CLAIM RELATED TO YOUR NEGLIGENCE OR VOLUNTARY EXPOSURE TO DANGER EXCEPT IN AN ATTEMPT TO PROVIDE ASSISTANCE TO A PERSON IN DANGER IN ACCORDANCE WITH THE FRENCH REGULATIONS IN FORCE.**
- 10. ANY CLAIM RELATED TO YOUR OWN UNLAWFUL OR FRAUDULENT ACTION OR ANY CRIMINAL PROCEEDINGS AGAINST YOU OR ANY LOSS OR DAMAGE DELIBERATELY CARRIED OUT OR CAUSED BY YOU.**
- 11. ANY INDIRECT LOSS COSTS OCCURRING AFTER THE CLAIMS EVENT SUCH AS LOSS OF EARNINGS OR BUSINESS INTERRUPTIONS, INCONVENIENCE/STRESS AND LOSS OF ENJOYMENT UNLESS SPECIFIED AS COVERED IN THE SPECIFIC SECTIONS OF COVER. ANY COSTS YOU WOULD HAVE BEEN REQUIRED OR BEEN EXPECTED TO PAY, IF THE EVENT RESULTING IN THE CLAIM HAD NOT HAPPENED.**
- 12. COSTS OF TELEPHONE CALLS OR FAXES, INTERNET CHARGES UNLESS TO CONTACT US DURING AN EMERGENCY ABROAD.**
- 13. ANY CLAIM RELATED TO YOUR OPERATIONAL DUTIES AS A MEMBER OF THE ARMED FORCES, POLICE, FIRE, NURSING OR AMBULANCE SERVICES OR AN EMPLOYEE OF A GOVERNMENT DEPARTMENT OTHER THAN CLAIMS ARISING FROM AUTHORISED LEAVE BEING CANCELLED DUE TO OPERATIONAL REASONS, AS PROVIDED FOR UNDER SECTION 1 – CANCELLATION OR CURTAILMENT.**
- 14. ANY CLAIMS ARISING FROM A DECISION ISSUED BY A PUBLIC AUTHORITY**
- 15. ANY CLAIM RELATED TO A PANDEMIC OR EPIDEMIC.**
- 16. ANY CLAIM RELATED TO WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES OR WARLIKE OPERATIONS (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, TERRORISM, REVOLUTION, INSURRECTION, CIVIL COMMOTION ASSUMING THE PROPORTIONS OF OR AMOUNTING TO AN UPRISING, MILITARY OR USURPED POWER**
- This exclusion shall not apply to losses under Section 6 – Emergency Medical Expenses and Assistance, and Section 7 – Hospital Benefit unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.
- 17. ANY CLAIM RELATED TO IONISING RADIATION OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE, FROM COMBUSTION OF NUCLEAR FUEL, THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS PROPERTIES OF ANY NUCLEAR ASSEMBLY**

**OR NUCLEAR COMPONENT OF SUCH ASSEMBLY.**

**18. ANY CLAIM RELATED TO ANY FLUCTUATIONS IN VALUE, LOSS OR THEFT OF ANY VIRTUAL CURRENCY OR CRYPTO-CURRENCY.**

**19. ANY CLAIM RELATED TO NORMAL AND HABITUAL TRAVEL BETWEEN YOUR HOME AND PLACE OF BUSINESS OR SECOND RESIDENCE.**

**20. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS POLICY, THIS POLICY EXCLUDES ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY ARISING FROM OR IN RESPECT OF ANY:**

- i) ENTITY DOMICILED, RESIDENT, LOCATED, INCORPORATED, REGISTERED OR ESTABLISHED IN AN EXCLUDED TERRITORY;**
- ii) PROPERTY OR ASSET LOCATED IN AN EXCLUDED TERRITORY**
- iii) INDIVIDUAL THAT IS RESIDENT IN OR LOCATED IN AN EXCLUDED TERRITORY;**
- iv) CLAIM, ACTION, SUIT OR ENFORCEMENT PROCEEDING BROUGHT OR MAINTAINED IN AN EXCLUDED TERRITORY; OR**
- v) PLANNED OR ACTUAL TRAVEL IN, TO, OR THROUGH AN EXCLUDED TERRITORY, OR**
- vi) PAYMENT IN AN EXCLUDED TERRITORY.**

**THIS EXCLUSION WILL NOT APPLY TO ANY COVERAGE OR BENEFIT REQUIRED TO BE PROVIDED BY THE INSURER BY LAW OR REGULATION APPLICABLE TO THAT INSURER, HOWEVER, THE TERMS OF ANY SANCTIONS CLAUSE WILL PREVAIL.**

**FOR PURPOSES OF THIS EXCLUSION, "EXCLUDED TERRITORY" MEANS CUBA, IRAN, SYRIA, NORTH KOREA, BELARUS, RUSSIA, OR UKRAINE (INCLUDING THE CRIMEA, DONETSK PEOPLE'S REPUBLIC (DNR), OR LUHANSK PEOPLE'S REPUBLIC (LNR) REGIONS OF UKRAINE).**

# Sports and Activities

The following tables detail the leisure activities **your** policy covers **you** for during **your trip**.

Provided always that **you** wear appropriate safety equipment and take necessary safety precautions as appropriate to the activity, and the main purpose of your trip is not to take part in this activity (with the exception of golf trips and winter sports). Specific exclusions and conditions apply where shown.

In relation to any sports and activities, including Winter Sports Activities **we** will not cover claims related to :

- activities not listed
- you attending a training or qualifying course
- as a professional in an activity
- activities not on an amateur and/or casual basis
- activities undertaken against local warning or advice

For Section 8 – Personal Liability and Section 9 – Personal Accident, **we** will not cover claims where the activity is marked with a \* in the table below.

Please make sure that any activities **you** plan to take part in are covered.

<ul style="list-style-type: none"> <li>• Any activities listed in the Winter Sports Activities section plus:</li> <li>• *Abseiling</li> <li>• *Archery</li> <li>• Badminton</li> <li>• Baseball</li> <li>• Basketball</li> <li>• Bowling</li> <li>• Camel riding</li> <li>• *Canoeing (up to grade/class 3)</li> <li>• *Clay pigeon shooting</li> <li>• Cricket</li> <li>• *Elephant riding</li> <li>• *Fell or mountain running</li> <li>• *Fencing</li> <li>• Fishing</li> <li>• Football</li> <li>• *Go-karting</li> <li>• Golf</li> <li>• Hiking (up to 4,000 metres without the use of climbing equipment)</li> <li>• Hockey</li> <li>• *Horse riding</li> </ul>	<ul style="list-style-type: none"> <li>• *Horse trekking</li> <li>• *Hot air ballooning</li> <li>• *Jet biking</li> <li>• *Jet skiing</li> <li>• Kitesurfing</li> <li>• *Mountain bicycling on tarmac</li> <li>• Netball</li> <li>• Orienteering</li> <li>• *Paintball</li> <li>• Pony trekking</li> <li>• Racquetball</li> <li>• Road cycling</li> <li>• Roller skating</li> <li>• Rounders</li> <li>• Running</li> <li>• Sailing or boating (within 20 nautical miles of the coastline)</li> <li>• *Sailing or pleasure boating (outside 20 nautical miles of the coastline)</li> <li>• Scuba diving (†see note below)</li> </ul>	<ul style="list-style-type: none"> <li>• Squash</li> <li>• Surfing</li> <li>• Table tennis</li> <li>• Tennis</li> <li>• Trampolining</li> <li>• Trekking (up to 4,000 metres without use of climbing equipment)</li> <li>• Volleyball</li> <li>• *War games</li> <li>• Water polo</li> <li>• Water skiing</li> <li>• Wind surfing</li> <li>• Yachting (within 20 nautical miles of the coastline)</li> <li>• *Yachting (outside 20 nautical miles of the coastline)</li> <li>• Zorbing</li> </ul>
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† Scuba diving – you are covered up to the depth of your rating, if you hold the required qualifications for that rating and you are diving under the direction of an accredited dive marshal, instructor or guide and within the guidelines of the relevant diving or training agency or organization.

## Winter Sports Activities

The following table details the leisure activities **your** policy covers **you** for during **your trip**.

\*Cross country skiing  
\*Glacier skiing  
Ice skating (on recognised ice rinks)  
Monoskiing  
Skiing (on **piste**, or off **piste** with a guide)  
\*Ski touring  
\*Snowblading  
Snowboarding (on **piste**, or off **piste** with a guide)  
\*Snowmobiling/Skidoo  
Snowshoeing  
\*Tobogganing

**Provided always that you wear appropriate safety equipment and take necessary safety precautions as appropriate to the activity.**

**Specific exclusions and conditions apply where shown.**

# Section 1 – Cancellation or Curtailment

## Important conditions – Cancellation or Curtailment

**WE WILL NOT COVER ANY CLAIM THAT ARISES DIRECTLY, OR INDIRECTLY, FROM ANY PRE-EXISTING MEDICAL CONDITIONS THAT WERE KNOWN TO YOU PRIOR TO YOU BECOMING A VALID CARDHOLDER OR PRIOR TO BOOKING ANY TRIP (WHICHEVER IS THE LATER), AFFECTING YOU, A CLOSE RELATIVE, A CLOSE BUSINESS ASSOCIATE OR A TRAVEL COMPANION OR ANY PERSON YOU HAVE ARRANGED TO STAY WITH IF:**

- **A TERMINAL DIAGNOSIS HAD BEEN RECEIVED FROM A MEDICAL PRACTITIONER; OR**
- **IF THEY WERE ON A WAITING-LIST FOR, OR HAD KNOWLEDGE OF THE NEED FOR, SURGERY, INPATIENT TREATMENT OR INVESTIGATION AT ANY HOSPITAL OR CLINIC.**

**We** will only consider unused or additional costs which are unrecoverable from:

- the providers of the accommodation, their booking agents, travel agent or other compensation scheme
- the providers of the transportation, their booking agents, travel agent, or any applicable compensation scheme
- excursion, tour and activity providers
- **your** online platform payment provider
- **your public transport carrier.**

## Cancellation Cover

### What we cover

**You** are protected in case **you** unavoidably have to cancel or rebook **your trip** prior to departure for any of the reasons listed below which are beyond **your** control and of which **you** were unaware of at the time **you** booked **your trip**.

**We** will reimburse unrecoverable unused travel expenses and accommodation expenses (including excursions, tours or activities at **your trip** destination pre-paid or due to be paid) paid or due to be paid (in case of deposit) to the covered card as well as any necessary and reasonable additional travel expenses incurred up to the amount shown in the **benefit table** for all **beneficiaries** travelling together, due to:

- a) **you**, a **close relative**, **your travel companion**, or any person with whom **you** are staying with during **your trip** is **injured**, falls unexpectedly **ill**, suffers a **pregnancy complication** or dies.
- b) the Ministry for Europe and Foreign Affairs or any other comparable regulatory authority in a country where **you** travel are advising against all travel or all but essential travel to the area **you** are travelling to/in. The advice must have become effective after **you** became a valid **cardholder** or booked the **trip** (whichever was the later).  
**ADVICE CHANGES DUE TO A PANDEMIC OR REGIONAL QUARANTINE REMAIN EXCLUDED**
- c) mandatory **personal quarantine**
- d) **you** or **your travelling companion(s)** are called for jury service or as a witness at a Court of Law (other than in an advisory or professional capacity)
- e) the emergency services requesting **you** to remain at or subsequently return **home** due to serious damage to **your home** or business (where the **cardholder** is the owner, manager or principal of the business) caused by a **third party**
- f) **you** are made redundant from a permanent employment which lasted 2 years or more.
- g) **you** or any **travelling companion** or person **you** are staying with on **your trip**, are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your/their** authorised leave cancelled for an unexpected posting or an emergency
- h) **your outward journey** booked on a scheduled **public transport** is delayed at the final departure point for more than 24 hours beyond schedule due to strike or industrial action, **adverse weather conditions**, mechanical breakdown of or a technical fault occurring in the scheduled **public transport** on which you are booked to travel. A refund or alternative compensation must initially be bought from the travel provider.
- i) If the car **you** planned to use for **your trip** is stolen, or damaged and becomes unroadworthy, within seven days of the original departure date which leads to repairs that cannot be completed by the day of departure, then **we** will pay the costs of an equivalent car rental. **CANCELLATION COSTS WILL NOT BE PAID.**

## Excess

**There is no excess applicable to this section.**

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM ANY PRE-EXISTING MEDICAL CONDITION SUFFERED BY YOU OR A THIRD PARTY WHOSE STATE OF HEALTH MAY AFFECT YOUR DECISION OR ABILITY TO TRAVEL.**
3. **ANY CLAIM WHERE YOU CANNOT TRAVEL OR CHOOSE NOT TO TRAVEL BECAUSE THE MINISTRY FOR EUROPE AND FOREIGN AFFAIRS (OR ANY OTHER EQUIVALENT GOVERNMENT BODY IN ANOTHER COUNTRY) ADVISES AGAINST TRAVEL DUE TO A PANDEMIC.**
4. **CLAIMS WHERE YOU DELAY OR FAIL TO NOTIFY THE TRAVEL AGENT, TOUR OPERATOR OR PROVIDER OF TRANSPORT/ACCOMMODATION OF YOUR TRIP CANCELLATION LEADING TO INCREASED COSTS. OUR LIABILITY SHALL BE RESTRICTED TO CHARGES THAT WOULD HAVE APPLIED HAD FAILURE OR DELAY NOT OCCURRED.**
5. **CLAIMS FOR UNUSED TRAVEL TICKETS TO A DESTINATION WHERE WE HAVE ALREADY PAID FOR YOUR ALTERNATIVE TRAVEL ARRANGEMENTS.**
6. **ANY CLAIM ARISING FROM PREGNANCY COMPLICATIONS WHICH FIRST AROSE PRIOR TO BOOKING OR TRIP PAYMENT, WHICHEVER IS LATER.**
7. **ANY REBOOKING COSTS THAT EXCEED THE COST OF YOUR ORIGINALLY BOOKED TRIP. OUR LIABILITY WILL BE LIMITED TO THE COST OF YOUR ORIGINALLY BOOKED TRIP.**
8. **ANY EXPENSES WHEN ALTERNATIVE TRAVEL ARRANGEMENTS HAVE BEEN MADE AVAILABLE WITHIN 24 HOURS OF THE SCHEDULED DEPARTURE TIME.**
9. **ANY CLAIMS UNDER THIS SECTION IF YOU HAVE CLAIMED UNDER SECTION 1 – CURTAILMENT, SECTION 2 – DELAYED DEPARTURE**
10. **ANY CLAIM RESULTING FROM THE DELAY OR CHANGE TO YOUR BOOKED TRIP BECAUSE OF GOVERNMENT ACTION OR RESTRICTIVE REGULATIONS, except as provided in paragraph b) of the "What we cover" part above.**
11. **AIRPORT CHARGES, LEVIES AND RECOVERABLE TAXES.**
12. **CLAIMS FOR COMPENSATION IN THE EVENT OF CANCELLATION WHEN YOU HAVE NOT RECEIVED CONFIRMATION FROM THE TRAVEL AGENT, TOUR OPERATOR OR CARRIER AS TO THE DURATION AND REASON FOR THE DELAY.**
13. **CANCELLATION COSTS INCURRED AFTER YOUR TRIP HAS STARTED.**

## Curtailment Cover

**You must always contact Cover-More Assist before curtailing your trip.**

**Telephone Number: +33 1 89 72 01 51**

### What we cover

**You** are protected in case **you** unavoidably have to **curtail your trip** before completion for any of the reasons listed below which are beyond **your** control and of which **you** were unaware of at the time **you** booked or began **your trip**, whichever is the later.

Provided **you** obtain authorization from **us** before returning to **your country of residence**, **we** will reimburse unrecoverable unused travel expenses and accommodation expenses (including excursions, tours or **activities** at **your trip** destination pre-paid or due to be paid) as well as any necessary and reasonable additional travel expenses incurred up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** travelling together, due to:

- a) **you**, a **close relative** or **your travel companion** or any person with whom **you** are staying during **your trip** is **injured**, falls unexpectedly ill, suffers a **pregnancy complication** or dies.
- b) the emergency services requesting **you** to remain at or subsequently return **home** due to serious damage to **your home** or business (where the **cardholder** is the owner, manager or principal of the business) caused by a **third party** that is not related to **you**.
- c) **you** or any **travelling companion** or person **you** are staying with on **your trip**, are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your/their** authorised leave cancelled for an unexpected posting or an emergency.

### Excess

**There is no excess applicable to this section.**

### What we will not cover

- 1. ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
- 2. ANY CLAIM WHERE YOU DO NOT GET PRE-AUTHORISATION FROM US BEFORE RETURNING TO YOUR COUNTRY OF RESIDENCE.**
- 3. ANY COSTS FOR TRANSPORTATION AND/OR ACCOMMODATION NOT ARRANGED BY US OR INCURRED WITHOUT OUR PRIOR APPROVAL.**
- 4. ANY CLAIM ARISING FROM PREGNANCY COMPLICATION WHICH FIRST AROSE BEFORE DEPARTING ON YOUR TRIP.**
- 5. ANY AMOUNT FOR WHICH YOU HAVE CLAIMED UNDER SECTION 1-CANCELLATION.**

## Exclusions for Cancellation or Curtailment Cover

In addition to 'what **we** will not cover' sections above, **we** will not pay:

- 1. ANY CLAIM RELATING TO IN-VITRO FERTILIZATION TREATMENT.**
- 2. ANY CLAIM DUE TO A REGIONAL QUARANTINE.**
- 3. CLAIMS FOR TRAVELLING COMPANIONS IF THEY ARE NOT BENEFICIARIES.**
- 4. ANY COSTS PAID FOR USING ANY AIRLINE MILEAGE REWARD SCHEME OR ANY CARD BONUS POINT SCHEMES, ANY TIMESHARE, HOLIDAY PROPERTY BOND OR OTHER HOLIDAY POINTS SCHEME AND/OR ANY ASSOCIATED MAINTENANCE FEES.**
- 5. ANY CLAIM RELATED TO PRE-EXISTING MEDICAL CONDITIONS.**
- 6. ANY CLAIM DUE TO YOUR INABILITY TO TRAVEL FOLLOWING A LACK OF VALID PASSPORT OR ANY REQUIRED VISAS OF ANY MEMBER OF THE TRAVELLING PARTY.**
- 7. ANY CLAIM RESULTING FROM THE FAILURE OF THE PROVIDER OF ANY SERVICE FORMING PART OF YOUR BOOKED TRIP TO PROVIDE ANY PART OF YOUR BOOKED TRIP (APART FROM EXCURSIONS) INCLUDING ERROR, INSOLVENCY, OMISSION OR DEFAULT.**
- 8. ANY CLAIM DUE TO WITHDRAWAL OF AN AIRCRAFT OR SEA VESSEL FROM SERVICE ON THE**

**RECOMMENDATION OF THE AVIATION AUTHORITY, A PORT AUTHORITY OR ANY SIMILAR BODY IN ANY COUNTRY.**

- 9. ANY COSTS FOR CANCELLATION OR CURTAILMENT OF THE TRIP DUE TO BODILY INJURY OR ILLNESS WHERE YOU DO NOT PROVIDE A MEDICAL CERTIFICATE FROM THE MEDICAL PRACTITIONER TREATING THE INJURED/ILL PERSON, STATING THAT IT WAS NECESSARY FOR YOU TO CANCEL AND PREVENTED YOU FROM TRAVELLING OR RETURN TO YOUR COUNTRY OF RESIDENCE DUE TO BODILY INJURY OR ILLNESS.**
- 10. ANY COSTS OR CHARGES FOR WHICH YOU CAN OBTAIN COMPENSATION FROM:**
  - **YOUR HOTEL AND / OR HOST, OR ITS RESERVATION AGENCY**
  - **THE PUBLIC TRANSPORT CARRIER OR ITS RESERVATION AGENCY**
  - **YOUR BANK, YOUR PAYMENT CARD PROVIDER, PAYPAL OR ANY OTHER PAYMENT SERVICE YOU HAVE USED**
  - **ANY PERSON OR ENTITY AGAINST WHOM YOU HAVE A LEGAL RECOURSE OR REMEDY**
- 11. CLAIMS CAUSED BY YOUR FAILURE TO COMPLY WITH THE TERMS OF CONTRACT OF THE TRAVEL AGENT, TOUR OPERATOR OR PROVIDER OF TRANSPORT.**
- 12. ANY CLAIM DUE TO STRIKE OR INDUSTRIAL ACTION OR AIR TRAFFIC CONTROL DELAY EXISTING OR PUBLICLY DECLARED BY THE DATE THESE BENEFITS BECAME EFFECTIVE OR YOU BOOKED YOUR TRIP (WHICHEVER IS THE EARLIER).**
- 13. ANY CLAIM CAUSED BY CANCELLATION OR CURTAILMENT CAUSED BY WORK COMMITMENT OR AMENDMENT OF YOUR HOLIDAY ENTITLEMENT BY YOUR EMPLOYER** unless **you** or any travelling companion or person **you** are staying with on **your trip** are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled for operational reasons.
- 14. ANY CLAIM FOR LOSS OF ENJOYMENT.**
- 15. ANY CLAIM RESULTING FROM YOUR INABILITY TO TRAVEL DUE TO A FAILURE OF ANY MEMBER OF THE TRAVELLING PARTY TO HOLD, OBTAIN OR PRESENT A VALID PASSPORT OR ANY REQUIRED VISAS, VACCINATION CERTIFICATES OR ENTRY DOCUMENTS.**

# Section 2 – Delayed Departure

## What we cover

**You** are covered in case **your outward journey, your onward journey** or **your** homeward journey to **your country of residence** is delayed for more than 4 hours from the scheduled departure time of **your** public transport as a consequence of unforeseen:

- a) strike or industrial action; or
- b) **adverse weather conditions**; or
- c) mechanical breakdown of or a technical fault occurring in the scheduled public transport on which **you** are booked to travel.

To qualify for the cover, **you** must have or must have attempted to check-in and received confirmation about length, reason and compensation of the delay from the **public transport carrier**.

**We** will pay **you** €50 for each full 4 hours of delay, up to a maximum of €300 per **trip** if **your** departure is delayed for 24 hours or more.

**Important:** After a minimum of 24 hours' delay on **your outward journey** **you** may choose to submit a cancellation claim under Section 1 – Cancellation or Curtailment. In any case, a refund or alternative compensation must initially be sought from the travel provider.

## Excess

There is no **excess** applicable to this section.

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **ANY CLAIM WHERE YOU HAVE NOT BEEN DELAYED FOR MORE THAN 4 HOURS FROM THE SCHEDULED DEPARTURE TIME.**
3. **ANY COSTS OR CHARGES FOR WHICH ANY CARRIER OR PROVIDER MUST, HAS OR WILL REIMBURSE YOU AND IN ADDITION, ALL AMOUNTS PAID IN COMPENSATION BY THE CARRIER WILL BE DEDUCTED FROM YOUR BENEFIT.**
4. **ANY ATTEMPT TO CHECK-IN POST CLOSURE OF THE CHECK-IN COUNTER.**
5. **WITHDRAWAL FROM SERVICE (TEMPORARY OR OTHERWISE) OF PUBLIC TRANSPORT ON THE INJUNCTION OR RECOMMENDATION OF THE AVIATION AUTHORITY OR A PORT AUTHORITY OR ANY SIMILAR BODY IN ANY COUNTRY.**
6. **ANY CLAIMS FOR DELAYED DEPARTURE UNDER THIS SECTION IF YOU HAVE CLAIMED UNDER SECTION 1 - CANCELLATION OR CURTAILMENT.**
7. **PRIVATELY CHARTERED FLIGHTS.**
8. **CLAIMS WHERE YOU HAVE NOT COMPLIED WITH THE TERMS OF CONTRACT OF THE TRAVEL AGENT, TOUR OPERATOR OR PROVIDER OF TRANSPORT.**
9. **CLAIMS WHERE YOU HAVE NOT OBTAINED CONFIRMATION FROM THE PUBLIC TRANSPORT CARRIER (OR THEIR AGENTS) IN WRITING OF THE NUMBER OF HOURS OF DELAY AND THE REASON FOR THE DELAY.**
10. **STRIKE OR INDUSTRIAL ACTION OR AIR TRAFFIC CONTROL DELAY WHICH HAD COMMENCED OR FOR WHICH THE START DATE HAD BEEN ANNOUNCED BEFORE YOU MADE YOUR TRAVEL ARRANGEMENTS FOR YOUR TRIP AND/OR YOU BECAME A VALID CARDHOLDER.**

# Section 3 – Baggage Delay

## What we cover

### Baggage Delay

If **your** checked-in **baggage** is temporarily lost in transit during the **outward journey** or **onward journey** for more than 12 hours after the effective arrival time, **we** will reimburse **you** for the emergency replacement of clothing, medication and toiletries up to the amount shown in the **benefit table**.

If the **baggage** is permanently lost, the amount paid will be deducted from the total claims amount due under Section 4 – Baggage, Personal Money and **Travel documents**.

## Important Claims Information

1. **You** must provide us with a written confirmation from the carrier, confirming the number of hours the **baggage** Was delayed.  
In addition, you must:
  - Obtain a property irregularity report from the carrier or their handling agents
  - Give written notice of the claim within the time limitations to the carrier and retain a copy
  - Keep all travel tickets and tags to be submitted to the carrier.
2. If the **covered card** could not be used for the essential purchases, itemised receipts for these purchases must be retained.
3. All amounts are only valid for actual receipted expenses over and above any compensation paid by the carrier

## Excess

**There is no excess applicable to this section.**

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **CLAIMS DUE TO DELAY, CONFISCATION OR DETENTION BY CUSTOMS**
3. **CLAIMS DUE TO DELAY, CONFISCATION OR DETENTION BY ANY OTHER RELEVANT GOVERNMENT AUTHORITY.**
4. **CLAIMS ARISING FROM BAGGAGE SHIPPED AS FREIGHT OR UNDER A BILL OF LADING.**
5. **PURCHASES MADE AFTER YOUR BAGGAGE WAS RETURNED OR LATER THAN 4 DAYS AFTER YOUR ARRIVAL.**
6. **REIMBURSEMENT WHERE ITEMISED RECEIPTS ARE NOT PROVIDED** unless the **covered card** was used for the essential purchases.
7. **CLAIMS WHERE YOU DO NOT OBTAIN WRITTEN CONFIRMATION FROM THE CARRIER (OR THEIR HANDLING AGENTS), CONFIRMING THE NUMBER OF HOURS THE BAGGAGE WAS DELAYED AND WHEN THE BAGGAGE WAS RETURNED TO YOU.**
8. **CLAIMS WHICH DO NOT RELATE TO YOUR OUTWARD JOURNEY ON A TRIP OUTSIDE YOUR COUNTRY OF RESIDENCE.**
9. **ANY COSTS OR CHARGES FOR WHICH ANY CARRIER OR PROVIDER MUST, HAS OR WILL COMPENSATE YOU.**

# Section 4 – Baggage, Personal Money and Travel documents

## What we cover

### Baggage and valuables

**We** will pay the replacement value as defined below in case of **accidental** loss of, **theft** of or **accidental** damage to **baggage** and **valuables** up to the amount shown in the **benefit table** per **trip** for all **beneficiaries** travelling together.

The maximum **we** will pay for all valuables in total is shown in the **benefit table**.

### Replacement Value

During the first year, as from the purchase date, the reimbursed amount will be equal to the purchase value of the **baggage** or **valuables**. The next year, the reimbursement amount will be calculated at 75% of the purchase price. For the following years, the purchase value is reduced by an additional 10% per year.

**ITEMS OVER 5 YEARS OF AGE ARE EXCLUDED.**

### Personal Money

**We** will reimburse the accidental loss of, **theft** of, or damage to **personal money** up to the amounts shown in the **benefit table** per **trip** for all **beneficiaries** travelling together.

### Travel documents

**We** will reimburse the replacement costs as well as reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of **your** lost or stolen **travel documents** and covered **papers** up to the amount shown in the **benefit table**.

If lost or stolen items are recovered, **you** must repay any costs **we** have paid. If the item can be repaired economically, **we** will only pay the cost of repair.

## Important Claims Information

1. If **baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the incident. If possible, **you** must obtain an official report from the local police within 48 hours.
2. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:
  - Obtain a property irregularity report from the airline at the airport when the incident occurs
  - Give written notice of the claim to the airline within the time limitations of the carriage or the handling agents and please retain a copy
  - Retain all travel tickets and tags to submit with a claim.
3. **You** must provide an original receipt or proof of ownership of the items.
4. Any amounts paid under section 3 – Baggage delay will be deducted from the final amount to be paid under this section.

## Excess

**There is no excess applicable to this section.**

## What we will not cover

1. ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.
2. UNEXPLAINED LOSS AND DISAPPEARANCE.
3. VALUABLES OR PERSONAL MONEY OR TRAVEL DOCUMENTS OR COVERED PAPERS LEFT UNATTENDED AT ANY TIME (INCLUDING IN A VEHICLE OR IN THE CUSTODY OF CARRIERS) UNLESS DEPOSITED IN A HOTEL SAFE OR LOCKED SAFETY DEPOSIT BOX. IF ITEMS ARE STOLEN FROM A HOTEL SAFE OR SAFETY DEPOSIT BOX, WE WILL NOT PAY FOR ANY CLAIMS WHERE YOU HAVE NOT REPORTED THE INCIDENT TO THE HOTEL IN WRITING AND OBTAINED AN OFFICIAL REPORT FROM THE APPROPRIATE LOCAL AUTHORITY.
4. VALUABLES CARRIED IN SUITCASES OR OTHER LUGGAGE UNLESS THEY ARE WITH YOU AT ALL TIMES.
5. CLAIMS ARISING FROM LOSS OR THEFT FROM YOUR ACCOMMODATION UNLESS THERE IS EVIDENCE OF FORCED ENTRY WHICH IS CONFIRMED BY A POLICE REPORT.
6. CLAIMS RELATING TO BANKNOTES AND/OR COINS WHEN YOU CANNOT PRODUCE EVIDENCE OF THE WITHDRAWAL.
7. DAMAGE CAUSED BY WEAR AND TEAR, DEPRECIATION, DETERIORATION, ATMOSPHERIC OR CLIMATIC CONDITIONS, MOTHS, VERMIN, ANY PROCESS OF CLEANING, REPAIRING OR RESTORING, MECHANICAL OR ELECTRICAL BREAKDOWN OR LIQUID DAMAGE.
8. CLAIMS ARISING FROM DAMAGE CAUSED BY LEAKAGE OF POWDER OR LIQUID CARRIED WITHIN BAGGAGE.
9. DEPRECIATION IN VALUE, VARIATIONS IN EXCHANGE RATES.
10. LOSS DUE TO ERROR OR OMISSION BY YOU OR A THIRD PARTY.
11. CLAIMS ARISING FROM BAGGAGE SHIPPED AS FREIGHT OR UNDER A BILL OF LADING.
12. CHEQUES, TRAVELLER'S CHEQUES, POSTAL OR MONEY ORDERS, PRE-PAID COUPONS OR VOUCHERS, TRAVEL TICKETS, IF YOU HAVE NOT FOLLOWED THE ISSUER'S INSTRUCTIONS.
13. LOSS OR DAMAGE DUE TO BREAKAGE OF SPORTS EQUIPMENT OR DAMAGE TO SPORTS CLOTHING WHILST IN USE.
14. LOSS OR DAMAGE DUE TO YOUR NEGLIGENCE.
15. CLAIMS IN RELATION TO THE FOLLOWING GOODS:
  - PRECIOUS STONES
  - CONTACT OR CORNEAL LENSES, NON-PRESCRIPTION SPECTACLES OR SUNGLASSES
  - HEARING AIDS, DENTAL OR MEDICAL FITTINGS
  - PERISHABLE GOODS, COSMETICS, PERFUMES, TOBACCO, VAPORIZERS, E-CIGARETTES, ALCOHOL
  - ANTIQUES, DRONES, MUSICAL INSTRUMENTS, SURFBOARDS/SAILBOARDS, BICYCLES, MARINE EQUIPMENT OR CRAFT OR ANY RELATED EQUIPMENT OR FITTINGS OF ANY KIND
  - **DAMAGE TO SUITCASES** (unless the suitcases are entirely unusable as a result of one single incidence of damage)
  - **DAMAGE TO CHINA VASES, GLASS** (other than glass in watch faces, prescription spectacles and sunglasses, cameras, binoculars or telescopes), **PORCELAIN, & POTTERY** unless caused by fire, theft or **accident** to the transportation vehicle or vessel in which they are being carried
  - **DEEDS, MANUSCRIPTS, SECURITIES AND CURRENCIES** unless they constitute **Personal Money**.
  - **ALL ITEMS USED IN CONNECTION WITH YOUR BUSINESS, TRADE, PROFESSION OR OCCUPATION.**

16. CLAIMS WHICH ARE NOT SUPPORTED BY THE PROOF OF OWNERSHIP OR INSURANCE VALUATION (OBTAINED PRIOR TO THE LOSS) OF THE ITEM(S) LOST, STOLEN OR DAMAGED.
17. LOSS OR DAMAGE DUE TO DELAY, CONFISCATION OR DETENTION BY CUSTOMS.
18. LOSS OR DAMAGE DUE TO DELAY, CONFISCATION OR DETENTION BY ANY OTHER RELEVANT GOVERNMENT AUTHORITY.
19. ANY AMOUNTS ALREADY PAID UNDER SECTION 3 – BAGGAGE DELAY
20. CLAIMS FOR LOST OR STOLEN BANK OR CREDIT CARDS WHERE YOU HAVE NOT NOTIFIED THE BANK AS SOON AS REASONABLY POSSIBLE.
21. ITEMS OVER 5 YEARS OF AGE.

# Section 5 – Personal Possessions Mugging

## What we cover

If **your personal possessions** are stolen during a **mugging** on a **trip**, **we** will pay the replacement value, as defined below, up to the amount shown in the **benefit table** (including locks associated with **covered keys**).

### Replacement Value

During the first year, as from the purchase date, the reimbursed amount will be equal to the purchase value of the personal possessions.

The next year, the reimbursement amount will be calculated at 75% of the purchase price.

For the following years, the purchase value is reduced by an additional 10% per year.

Items over 5 years of age are excluded.

If stolen possessions are recovered, **you** must repay any paid claim to **us**.

If subsequently damaged possessions can be repaired economically, **we** will only pay the cost of repair.

## Excess

**There is no excess applicable to this section.**

## What we will not cover

- 1. ANYTHING MENTIONED UNDER THE UNDER THE GENERAL EXCLUSIONS SECTION.**
- 2. CLAIMS WHICH ARE NOT SUPPORTED BY THE ORIGINAL RECEIPT OR PROOF OF OWNERSHIP OF THE STOLEN PERSONAL POSSESSIONS.**
- 3. CLAIMS WHERE YOU DO NOT CONTACT LYDIA SOLUTIONS IMMEDIATELY TO NOTIFY THEM OF THE LOSS OF YOUR COVERED CARD.**
- 4. CLAIMS WHICH ARE NOT REPORTED**
  - WITHIN 72 HOURS TO US**, provided **we** can prove that this delay has been detrimental to **us**.
- 5. LOSS OF ITEMS NOT CONNECTED TO MUGGING.**
- 6. ITEMS OVER 5 YEARS OF AGE.**

# Section 6 – Emergency Medical Expenses and Assistance

**Important: This is not private medical insurance.**

## What we cover

We will pay for **medical emergency** costs incurred outside **your country of residence** up to the amount shown in the **benefit table** provided **you** have made every practicable attempt to contact and follow all reasonable instructions of **Cover-More Assist** on +33 1 89 72 01 51

**You** must contact **Cover-More Assist** as soon as reasonably possible for approval of treatment cost over €500 and/or if **you**:

- fall **ill** or suffer a **pregnancy complication**; or
- are severely injured; or
- require in-patient treatment or repatriation.

We will pay:

- a) all reasonable and necessary expenses as a result of **your medical emergency** (Single and Private room upgrades are not considered reasonable or necessary, and the extra costs associated with it will not be reimbursed). This includes **medical practitioners'** fees, **hospital** expenses, medical treatment and all the costs of transporting **you** to the nearest suitable **hospital**.
- b) all reasonable and necessary emergency medical expenses for all infants born following **pregnancy complication** during a **trip**. Claims involving multiple births are considered to be one event.
- c) emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth solely to relieve distress in eating.
- d) any additional travelling costs to repatriate **you** to **your home** including the cost of a medical escort if necessary. Repatriation expenses will be in the identical class of travel utilised on the **outward journey** unless **we** agree otherwise.
- e) all necessary and reasonable accommodation (room only) and travel expenses (economy class) incurred if:
  - i) it is medically necessary for **you** to prolong **your** stay and/or return to **your country of residence** provided **you** cannot fully or partially use/change **your** original tickets.
  - ii) another person needs to accompany **you** or escort a **child** home to **your country of residence**.
  - iii) a friend or **close relative** needs to travel from **your country of residence** to escort **beneficiaries** under the age of 18 to **your home** in **your country of residence** if **you** are physically unable to take care of them and are travelling alone. If **you** cannot nominate a person, **we** will then select a competent person.
- f) if **you** die abroad:
  - i) funeral costs in the country in which **you** die; or
  - ii) repatriation of mortal remains to **your country of residence**.

If **we** and the treating **medical practitioner** believe that it is medically necessary and safe to do so, **we may at any time**:

- move **you** from one medical facility to another; and/or
- return **you** to **your home** in **your country of residence**; or
- move **you** to the most suitable **hospital** in **your country of residence**.

If **you** choose not to be repatriated although **Cover-More Assist** advised a feasible and practical repatriation date, **we** will limit any further payment to the maximum **we** would have paid had the repatriation taken place.

## Emergency Assistance

If **you** need help in a medical emergency, please call the **Cover-More Assist** 24-hour emergency assistance help line on +33 1 89 72 01 51.

If **you** suffer any serious illness or **accident** which may lead to **your** admission to **hospital** before any plans are made for repatriation or if **you** need to **curtail your** trip due to a **medical condition** **you** must contact **Cover-More Assist**.

**Cover-More Assist** are open 24/7 for advice and will be able to assist in arranging repatriation and settling medical expenses directly with the treating facility. Any treatment in a private facility is not covered unless pre-authorised by **us**.

If it is not possible to contact **Cover-More Assist** before any treatment happens (for any immediate emergency treatment) please call **Cover-More Assist** as soon as possible.

**Cover-More Assist** will ensure that medical emergency services are made available to **you** and will be based entirely on medical necessity depending on **your** state of health.

Please remember this is not a private health insurance and be aware of excessive treatment charges. If **you** need simple outpatient treatment of the sort **you** can pay for locally, **you** can make **your** claim once **you** return home (**you** must provide valid receipts or invoices). If **you** are in any doubt **you** can call **Cover-More Assist** for help and advice.

## Excess

There is no excess applicable to this section.

## What we will not cover

1. ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS.
2. ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM ANY PRE-EXISTING MEDICAL CONDITION AS WELL AS ANY TREATMENT THAT WAS PRE-PLANNED OR KNOWN.
3. ANY CLAIM FROM NORMAL PREGNANCY CONDITIONS, CHILDBIRTH DURING THE TRIP, OR TRAVELLING WHEN YOUR MEDICAL PRACTITIONER HAS RECORDED YOUR PREGNANCY AS BEING AT HEIGHTENED RISK OF PREMATURE BIRTH.
4. CLAIMS WHERE, WITHOUT VALID SUPPORTING MEDICAL OPINION, YOU REFUSE THE MEDICAL REPATRIATION SERVICES WE AGREE TO PROVIDE AND PAY FOR UNDER THIS POLICY. IF YOU CHOOSE ALTERNATIVE MEDICAL REPATRIATION SERVICES, YOU MUST NOTIFY US IN WRITING IN ADVANCE AND IT WILL BE AT YOUR OWN RISK AND OWN COST.
5. ANY COSTS YOU INCUR OUTSIDE YOUR COUNTRY OF RESIDENCE AFTER THE DATE COVER-MORE ASSIST ADVISES YOU TO RETURN HOME OR WE ARRANGE FOR YOU TO RETURN HOME. (OUR LIABILITY TO PAY FURTHER COSTS AFTER THAT DATE WILL BE LIMITED TO WHAT WE WOULD HAVE PAID IF YOUR REPATRIATION HAD TAKEN PLACE).
6. ANY TREATMENT WHICH IS NOT A SURGICAL OR MEDICAL PROCEDURE WITH THE SOLE PURPOSE OF CURING OR RELIEVING ACUTE UNFORESEEN ILLNESS OR INJURY.
7. ANY EXPENSES WHICH ARE NOT USUAL, REASONABLE OR CUSTOMARY TO TREAT YOUR INJURY OR ILLNESS.
8. ANY FORM OF TREATMENT OR SURGERY WHICH IN THE OPINION OF COVER-MORE ASSIST CAN BE REASONABLY DELAYED UNTIL YOUR RETURN TO YOUR COUNTRY OF RESIDENCE.
9. EXPENSES FOR FORGOTTEN OR INSUFFICIENTLY PLANNED MEDICATION FOR YOUR TRIP UNLESS STOLEN OR DAMAGED.
10. ADDITIONAL COSTS ARISING FROM SINGLE OR PRIVATE ROOM ACCOMMODATION.
11. TREATMENT OR SERVICES PROVIDED BY A PRIVATE CLINIC OR HOSPITAL, HEALTH SPA, CONVALESCENT OR NURSING HOME OR ANY REHABILITATION CENTRE UNLESS AGREED BY US.
12. TREATMENT COSTS FOR COSMETIC REASONS AFTER A COVERED ACCIDENT UNLESS AGREED BY US.
13. ANY EXPENSES INCURRED AFTER YOU HAVE RETURNED TO YOUR COUNTRY OF RESIDENCE UNLESS PREVIOUSLY AGREED TO BY US.
14. ANY CLAIM ARISING FROM YOUR FAILURE TO OBTAIN ANY RECOMMENDED VACCINES, INOCULATIONS OR MEDICATIONS PRIOR TO YOUR TRIP.
15. THE COST OF DENTAL TREATMENT INVOLVING THE PROVISION OF DENTURES, ARTIFICIAL TEETH OR THE USE OF PRECIOUS METALS AND NOT FOR THE IMMEDIATE RELIEF OF PAIN.

- 16. ANY COSTS INCURRED IN AUSTRALIA WHERE YOU WOULD HAVE BEEN ELIGIBLE AND HAD THE OPPORTUNITY TO ENROL IN THE MEDICARE SCHEME AND YOU HAVE FAILED TO DO SO.**
- 17. AIR-SEA RESCUE COSTS.**
- 18. THE COST OF FLIGHT TICKETS EXCEEDING ECONOMY CLASS FOR AN ACCOMPANYING NON-MEDICAL ESCORT IN THE EVENT OF MEDICAL REPATRIATION (ANY INCREASE IN COST DUE TO REQUESTED UPGRADED FLIGHT TICKETS MUST BE AT THE PERSONAL EXPENSE OF THE PERSON(S) TRAVELLING).**
- 19. COSTS OF PHONE CALLS, OTHER THAN CALLS TO US NOTIFYING US OF THE PROBLEM FOR WHICH YOU ARE ABLE TO PROVIDE A RECEIPT OR OTHER EVIDENCE TO SHOW THE COST OF THE CALL AND THE NUMBER PHONED.**

# Section 7 – Hospital Benefit

## What we cover

During an in-patient stay outside **your country of residence** caused by an insured **medical emergency**, we will reimburse **your** personal expenses for each continuous 24-hour period in the **hospital** (e.g. wireless, newspapers, etc.) up to the amount shown in the **benefit table**.

## Excess

There is no **excess** applicable to this section.

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **ANY ADDITIONAL PERIOD OF HOSPITALISATION RELATING TO TREATMENT OR SURGERY, INCLUDING EXPLORATORY TESTS, WHICH ARE NOT DIRECTLY RELATED TO THE INJURY OR MEDICAL CONDITION WHICH NECESSITATED YOUR ADMITTANCE INTO HOSPITAL.**
3. **ANY ADDITIONAL PERIOD OF HOSPITALISATION RELATING TO TREATMENT OR SERVICES PROVIDED BY A CONVALESCENT OR NURSING HOME OR ANY REHABILITATION CENTRE.**

# Section 8 – Personal Liability

## What we cover

**We** will pay **you** up to the amount shown in the **benefit table** for any legal liability claim incurred by **you** while on a **trip** outside of **your country of residence** in respect of:

- a) **accidental injury**, death or **illness** of any person who is not in **your** employment or who is not a relative, **close relative** or member of **your** household.
- b) **accidental** loss of or damage to the property of any person who is not in **your** employment or who is not a relative, **close relative** or member of **your** household.
- c) any claimant's costs and expenses arising out of a) or b) above which **you** or **your** representatives are legally liable to pay.

This liability cover will be triggered when the harmful event occurs during **your trip**, regardless of the date of the other components of the loss.

Provided always that:

- i) no admission of liability, offer, promise, or payment will be made by **you** without **our** prior written consent.
- ii) **You** will provide **us** with all assistance and information required in defence of a claim under this policy.
- iii) **we** or **our** appointed representatives may at **our** discretion decide to take over and conduct the defence or settlement of any claim against **you**.

**We** shall not be bound by any admission of liability, or any settlement which arises without **our** consent.

Any case of forfeiture based on **your** behaviour after a loss has occurred will not affect the victim or the victim's heirs and successors.

## Excess

There is no **excess** applicable to this section, **except as provided in exclusion 9 below**.

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **ANY LIABILITY YOU HAVE ASSUMED UNDER AN AGREEMENT**, unless **your** liability was implied in the absence of such agreement.
3. **YOUR CRIMINAL, MALICIOUS OR DELIBERATE ACTS.**
4. **PUNITIVE OR EXEMPLARY DAMAGES.**
5. **LIABILITY ARISING OUT OF THE RENDERING OR FAILURE TO RENDER ADVICE.**
6. **ANY FINES OR PENALTIES.**
7. **PURSUIT OF ANY BUSINESS, TRADE, PAID OR UNPAID VOLUNTARY WORK, PROFESSION OR OCCUPATION OR THE SUPPLY OF GOODS OR SERVICES.**
8. **ANY LOSS OR EXPENSES ARISING FROM YOUR OWNERSHIP, POSSESSION OR USE OF FIREARMS, VEHICLES, AIRCRAFT, WATERCRAFT (OTHER THAN SURFBOARDS OR MANUALLY PROPELLED ROWBOATS, PUNTS, CANOES) OR AERIAL OR NAUTICAL NAVIGATION DEVICE**
9. **LIABILITY ARISING OUT OF THE OWNERSHIP OR OCCUPATION OF LAND OR BUILDINGS OTHER THAN OCCUPATION ONLY OF ANY TEMPORARY HOLIDAY ACCOMMODATION (FOR WHICH WE WILL NOT PAY THE FIRST €250 PER CLAIM AND PER INCIDENT).**
10. **LOSS OF OR DAMAGE TO PROPERTY BELONGING TO, HELD IN TRUST BY OR IN THE CUSTODY OR CONTROL OF YOU.**
11. **ANY DAMAGES RESULTING FROM THE TRANSMISSION OF ANY COMMUNICABLE DISEASE OR VIRUS.**
12. **ANY CLAIMS ARISING FROM INTELLECTUAL PROPERTY OR COPYRIGHT DAMAGES.**
13. **ANY OTHER COSTS AND EXPENSES INCURRED WITHOUT OUR PRIOR WRITTEN CONSENT.**

# Section 9 – Personal Accident

## What we cover

If **you** suffer an **accident** during **your trip** resulting in an **injury** which directly results in **your**:

- a) death; or
- b) **loss of sight**; or
- c) **loss of limb**; or
- d) **permanent total disablement**

within 12 months from the **accident** date, **we** will pay the amount shown in the **benefit table**.

If **you** suffer multiple injuries or consequences, **we** will not pay more than the amount shown in the **benefit table**.

If **you** suffer **loss of limb** or **loss of sight**, **we** will pay up to the amount shown in the **benefit table** but never more than the percentage shown in the table below.

Loss of	Benefit amount
Both hands	100% of the Benefit Limit
Both feet	
Entire sight in both eyes	
One hand and one foot	
One hand or foot and the entire sight of one eye	
One hand	50% of the Benefit Limit
One foot	
The entire sight of one eye	

## Important Claims Information

1. **PRIOR TO PAYING A CLAIM WE HAVE THE RIGHT TO EXAMINE YOU WITH A MEDICAL PRACTITIONER OF OUR CHOICE.**
2. **PERMANENT TOTAL DISABLEMENT CAN BE PAID OUT EARLIEST ONE YEAR AFTER THE ACCIDENT.**

## Excess

There is no **excess** applicable to this section.

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM ANY PRE-EXISTING MEDICAL CONDITIONS.**
3. **ANY DISABILITY OR DEATH THAT IS NOT A DIRECT RESULT OF AN INJURY.**
4. **ANY CLAIM FOR PERMANENT TOTAL DISABLEMENT WHICH ARISES MORE THAN 12 MONTHS AFTER THE ACCIDENT.**

# Section 10 – Overseas Legal Expenses

## What we cover

**We** will pay **you** up to the sum shown in the **benefit table**, for the legal costs in civil pursuit of a claim against a third party for damages or compensation in respect of **your injury**, death or **illness** sustained while on a **trip**.

**You** must notify the claim to **us** within 90 days from the date of the incident from which the cause of action arose.

**ANY CLAIM OR CIRCUMSTANCE NOTIFIED MORE THAN 90 DAYS AFTER THE INCIDENT FROM WHICH THE CAUSE OF ACTION AROSE IF WE CAN PROVE THAT THIS LATE NOTIFICATION HAS BEEN DETRIMENTAL TO US.**

**You** will have the right to appoint a suitably qualified legal representative in connection with any claim or legal proceedings including the appointment of an interpreter and/or expert witnesses. When a qualified lawyer or any other person qualified by the laws or regulations in force is appointed, represents or serves **your** interests, **you** have the free choice of this person.

**Our** consent to pay legal expenses must be obtained in writing prior to costs being incurred or legal action is taken.

Pursuant to article L 127-2-2 of the Insurance Code, **we** will not pay for advice obtained or acts of procedure made before **you** declared the claim to **us**, except to the extent that **you** can justify they were urgently required.

This consent will be given if **you** can satisfy **us** that:

- a) there are reasonable grounds for pursuing or defending the legal proceedings and it is always more likely than not (51% chance) that **you** will recover damages or obtain any other legal remedy which **we** have agreed or make a successful defence. The decision to grant consent will take into account **your** opinion or that of **your** appointed representative as well as that of **our** own advisors; and
- b) it is reasonable for legal expenses to be provided in a particular case.

In case of a disagreement between **you** and **us** about the measures to be taken to handle a claim, this difficulty may be referred to a third party appointed by mutual agreement between **you** and **us** or, failing this, by the President of the judicial court ruling on the merits following the accelerated procedure. The costs incurred in exercising this procedure shall be borne by **us**. However, the President of the court may decide otherwise if **you** have abusively initiated this procedure.

If **you** are successful in the claim, any recovery for costs and fees related to the dispute resolution will benefit in priority to **you** for **your** out-of-pocket expenses, and alternatively, to **us**, within the limit of the sums **we** paid.

## Excess

There is no **excess** applicable to this section, **except as provided for in exclusion 9 below.**

## What we will not cover

1. ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.
2. CLAIMS BEFORE ANY ARBITRAL COURT
3. CLAIMS THAT CAN BE RESOLVED THROUGH COMPLAINTS PROCEDURES
4. ANY LEGAL EXPENSES INCURRED FOR THE DEFENCE OF ANY CIVIL CLAIM OR LEGAL PROCEEDINGS MADE OR BROUGHT BY A THIRD PARTY AGAINST YOU.
5. ANY LEGAL EXPENSES INCURRED IN CONNECTION WITH ANY CRIMINAL OR WILFUL ACT.
6. ANY FINES OR PENALTIES AGAINST YOU.
7. CLAIMS AGAINST A CARRIER, THE TRAVEL OR HOLIDAY AGENT OR TOUR OPERATOR OR THEIR AGENTS, ARRANGING ANY TRIP, THEIR INSURER, US, THE POLICYHOLDER, YOUR EMPLOYER OR COVER-MORE ASSIST.
8. CLAIMS AGAINST SOMEONE YOU WERE TRAVELLING WITH OR ANY CLOSE RELATIVES.
9. LEGAL ACTION WHERE THE ESTIMATED AMOUNT OF COMPENSATION IS LESS THAN €750.
10. ACTIONS UNDERTAKEN IN MORE THAN ONE COUNTRY FOR THE SAME EVENT.
11. LAWYERS' FEES INCURRED ON THE CONDITION THAT YOUR ACTION IS SUCCESSFUL OR IN THE EVENT THAT THE JUDGEMENT IS IN YOUR FAVOUR.
12. CLAIMS BY YOU IN YOUR PROFESSIONAL CAPACITY OF ANY KIND.
13. ANY CLAIMS OCCURRING WHEN TRAVELLING IN YOUR COUNTRY OF RESIDENCE.
14. ANY COSTS OR EXPENSES INCURRED PRIOR TO US ACCEPTING YOUR APPLICATION FOR COMPENSATION IN WRITING, except for advices obtained and acts of procedure made before **you** declared the claim to **us** when **you** can justify they were urgently required.

# Section 11 – Hijack

## What we cover

In the event that **your** aircraft or sea vessel in which **you** are travelling as a fare-paying passenger during **your trip** is hijacked during unlawful, wrongful or illegal seizure or exercise of control, **we** will pay up to the amount shown in the **benefit table** for each full 24-hour period **you** are detained.

## Excess

There is no **excess** applicable to this section.

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **ANY CLAIMS ARISING FROM USE OF AIRPLANES OR SEA VESSELS:**
  - **THAT ARE PRIVATELY CHARTERED/RENTED/OWNED BY YOU; OR**
  - **THAT YOU PILOT OR SAIL; OR**
  - **WHERE YOU ARE A GUEST WITHOUT PAYING A REGULAR FARE.**

# Section 12 – Winter Sports

## What we cover

We will pay **you** up to the maximum amount shown in the **benefit table** for:

### Search and rescue costs

**We** will reimburse the search and rescue costs incurred in locating **you** and evacuating **you** to the nearest reception centre, by duly authorised companies with the necessary resources.

We can pay these costs on your behalf, up to the amounts shown in the **benefit table**.

### Winter sports equipment

- The replacement value or rental costs in case of accidental loss of, **theft** of or damage to **your** own or rented **winter sports equipment**
- the contractually agreed liability in case of loss, **theft** of or damage to rented **winter sports equipment**
- the reasonable additional rental costs of **winter sports equipment**, as a result of accidental loss of, **theft** of or damage to or temporary loss in transit for more than 24 hours of **your** own **winter sports equipment**.

### Ski Pack

- The unused proportion of **your ski pack** in case of death, **injury** or unexpected **illness**. **We** will only pay for unused ski lift passes and lessons where the period of non-use is more than 3 consecutive days.

### Piste Closure

- The cost of transport and lift pass charges for travel to and from an alternative site as a consequence of a total closure of the lift system for more than 24 hours at the pre-booked site due to insufficient snow or unexpected **adverse weather conditions**
- cash payment will be provided in case no alternative site is available.

Replacement value is defined as per table below or the repair costs if economical.

Winter sports equipment up to 1 year old	90% of purchase price
Winter sports equipment up to 2 years old	70% of purchase price
Winter sports equipment up to 3 years old	50% of purchase price
Winter sports equipment up to 4 years old	30% of purchase price
Winter sports equipment up to 5 years old	20% of purchase price
Winter sports equipment over 5 years old	No payment

## Excess

There is no excess applicable to this section.

## What we will not cover

1. ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION AND AS PART OF THE EXCLUSIONS FOR SECTION 4 – BAGGAGE, PERSONAL MONEY AND TRAVEL DOCUMENTS.
2. ANY CLAIM ARISING FROM PRE-EXISTING MEDICAL CONDITIONS.
3. CLAIMS WHERE YOU DO NOT PROVIDE CONFIRMATION THAT NO REFUND IS AVAILABLE FOR THE UNUSED ELEMENTS OF YOUR SKI PACK.
4. ANY COSTS THAT HAVE BEEN REIMBURSED TO YOU OR WHICH RELATE TO EXPENSES FOR WHICH YOU HAVE BEEN PROVIDED A VIABLE ALTERNATIVE
5. CLAIMS FOR INSUFFICIENT SNOW OCCURRING DURING A TIME WHICH IS NOT A SKI SEASON.
6. TRIPS WHERE YOU HAVE NOT PRE-BOOKED AT LEAST ONE NIGHT'S ACCOMMODATION.
7. CLAIMS WHEN AVALANCHES OR LANDSLIDES OR PISTE CLOSURE OCCUR AFTER THE PRE-BOOKED PERIOD OF YOUR TRIP.
8. ANY CLAIM WHERE YOU DO NOT PROVIDE ORIGINAL RECEIPTS OR PROOF OF OWNERSHIP.
9. SEARCH AND RESCUE COSTS RESULTING FROM FAILURE TO COMPLY WITH THE RULES OF CAUTION LAID DOWN BY THE SITE OPERATORS AND/OR THE REGULATIONS GOVERNING THE ACTIVITY YOU ARE PRACTISING.
10. SEARCH AND RESCUE COSTS CAUSED BY THE PRACTICE OF A PROFESSIONAL SPORT, TAKING PART IN AN EXPEDITION OR COMPETITION.

# Section 13 – Vehicle Hire Excess

## What we cover

We will pay **you** up to the maximum amount shown in the **benefit table** for:

- loss of or damage to a **hire vehicle** during the **rental period** for an **eligible rental** in respect of the monetary amount that **you** are legally liable to pay as a deductible to that part of a **hire vehicle** insurance policy or any other insurance policy applicable for which cover in respect of theft of or damage to a **hire vehicle** is in force; and
- any claim for compensation from the rental company for any subsequent loss of income during the period of unavailability of the **hire vehicle** as a result of the damage or this loss, provided always that we will not pay more than the amount stated in the schedule in respect of all claims occurring per event and during any one **eligible rental**.

We shall not be bound by any admission of liability, or any settlement which arises without **our** consent.

## Excess

There is no **excess** applicable to this section, **except as provided for in exclusion 8 below**.

## What we will not cover

1. **ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.**
2. **ANY LOSS OF OR DAMAGE TO A HIRE VEHICLE ARISING OUT OF WEAR AND TEAR, GRADUAL DETERIORATION, MECHANICAL OR ELECTRICAL FAILURE NOT ATTRIBUTABLE TO ACCIDENTAL DAMAGE.**
3. **FAILURE TO COMPLY WITH THE LAW OR EQUIVALENT REQUIREMENTS IN THE JURISDICTION IN WHICH THE HIRE CAR RENTAL AGREEMENT HAS BEEN MADE. ANY CLAIM ARISING OUT OF ANY INCIDENTS IF THE HIRE VEHICLE IS DRIVEN OFF A PUBLIC ROAD.**
4. **ANY CLAIM RELATED TO HIRE VEHICLE OR DRIVERS NOT NAMED IN THE RENTAL AGREEMENT.**
5. **ANY DEFECT OR DAMAGE WHICH EXISTED AT THE TIME THAT YOU COMMENCED YOUR RENTAL AGREEMENT.**
6. **ANY CLAIM WHERE YOU HAVE NOT FOLLOWED THE TERMS OF YOUR RENTAL AGREEMENT.**
7. **ANY DAMAGE OR LOSS ARISING OUT OF PROFESSIONAL USE.**
8. **ANY CLAIM FOR COMPENSATION WITH A VALUE OF LESS THAN €50 FOR EACH INCIDENT.**
9. **THE LOSS AND/OR DETERIORATION OF CARS MORE THAN 20 YEARS OLD OR CARS WHICH HAVE BEEN OUT OF PRODUCTION FOR AT LEAST 10 YEARS.**
10. **ANY RENTAL VEHICLE THAT FALLS OUTSIDE THE DEFINITION OF HIRE VEHICLE, INCLUDING MOPEDS AND MOTORCYCLES, LIMOUSINES COMMERCIAL VEHICLES, TRUCKS, MOTORHOMES AND VEHICLES NOT REGISTERED FOR ROAD USE, INCLUDING BUT NOT LIMITED TO TRAILERS OR CARAVANS.**
11. **ANY RENTAL VEHICLE USED FOR AWARDS, MOTOR RACING, RALLIES, SPEED TESTS, STRESS TESTS, TRACK DAYS OR THE PRACTICE OF SUCH EVENTS.**
12. **ANY VEHICLES USED OFF-ROAD, FOR TRAINING FOR COMPETITIVE RACING, RALLY EVENTS OR SPEED TESTS OR DRIVEN FOR PURPOSES NOT PROVIDED FOR IN THE RENTAL AGREEMENT**
13. **ANY CLAIM WHEN YOU HAVE RENTED MORE THAN ONE VEHICLE AT A TIME.**
14. **ANY CLAIM WHEN THE RENTAL EXCEEDS THE DURATION SPECIFIED IN THE RENTAL AGREEMENT OR EXCEEDS THE MAXIMUM DURATION OF A TRIP.**
15. **RENEWABLE LEASE-TYPE RENTALS.**
16. **VEHICLES RENTED BY THE HOUR OR LESS WHEN THE VEHICLE IS NOT PHYSICALLY CHECKED IN AND OUT BY A REPRESENTATIVE OF THE APPROVED CAR RENTAL AGENCY.**
17. **ALL TICKETS, FINES, PENALTIES AND PUNITIVE DAMAGES.**

**18. THE AMOUNT OF COMPENSATION THAT YOU ARE ENTITLED TO CLAIM FROM ANY OTHER INSURANCE, REGARDLESS OF WHETHER THE INSURER DENIES THE CLAIM OR FAILS TO PAY IT FOR ANY REASON.**

**19. ANY COSTS PAYABLE UNDER ANY UNINSURED MOTORIST LAW OR OTHER APPLICABLE LAW REGARDLESS OF COUNTRY OR REGION.**

# Section 14 – Fraudulent Use of covered card

## What we cover

We will pay **you** up to the maximum amount shown in the **benefit table** for the costs incurred in the event of **fraudulent use** of the **covered card** by a **third party**, provided that the costs were incurred between the time of the loss or theft of the **card** and when **you** contacted Lydia Solutions and received confirmation of the blocking of the **card**.

All fraudulent transactions made as a result of the loss or theft will be considered as one event.

## How we compensate you for the fraudulent use of your covered card

We cover the following per **covered card**:

- either the amount of the **excess** remaining to be paid by the **cardholder**; or
- within the limit of the amount stipulated in the Table of Benefits, the amount diverted in the event of gross **negligence** established by Lydia Solutions on the part of the **cardholder** to his or her contractual obligations of security, use or blocking of the MAP. **INTENTIONAL OR DELIBERATE WRONGDOING REMAINS EXCLUDED.**

For each claim, **we** will also pay a fixed amount specified in the Table of Benefits, intended to compensate for the costs that the **cardholder** could face. Any loss is attributable to the calendar year in which the loss or theft of the **card** takes place or, in case of doubt, the date of the occurrence of this event during the calendar year in which the finding of the loss or theft has taken place.

**Note: The maximum amount we will pay will not exceed the maximum per calendar year set out in the Table of Benefits.**

## Excess

**There is no excess applicable to this section.**

## Important claims information

### Recovery

In the event of recovery of all or part of the direct financial losses incurred, you must notify us immediately.

If recovery takes place before compensation is paid, we will cover:

- Compensation for irrecoverable costs only;
- Compensation corresponding to the costs incurred by you (or on your behalf) in agreement with us with a view to recovery within the limit of the amount of the direct financial losses suffered by you up to a maximum amount mentioned in the table of benefits.

If recovery takes place after the payment of the indemnity, any amount recovered (less the costs incurred for this recovery) will be paid:

- First to you, for losses in excess of the benefits we paid you;
- Then to us for the amount we paid.

## What we will not cover

1. ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.
2. ANY FRAUDULENT USE BY YOU OR ANY OF YOUR CLOSE RELATIVES.
3. ANY SERIES OF FRAUDULENT USE WHERE THE FIRST USE TAKES PLACE BEFORE YOU ARE COVERED UNDER THIS POLICY.
4. ANY INDIRECT LOSS SUFFERED, INCLUDING LOSS OF INTEREST, LOSS OF GOODWILL, LOSS OF PROFIT OR DECREASE IN TURNOVER.
5. ANY FRAUDULENT USE AFTER THE DATE OF THE BLOCKING OF THE CARD

# Section 15 – Internet Purchase Protection

## What we cover

We will reimburse **you** for the purchase price (all taxes included) of the **covered goods** in the event of **non-delivery** or **non-compliant delivery** if, after a complaint to the **E-merchant**, the **E-merchant** has not replaced the **covered goods** or reimbursed the cost **you** paid.

In the event that **you** have returned the **covered goods** to the **E-merchant** who has refunded the cost **you** paid or has replaced the **covered goods**, **we** will pay for any costs of re-shipping for which you remained responsible.

The total maximum amount payable will be the amount specified in the Table of Benefits per claim and per calendar year.

### Prior complaint to the e-merchant:

In the event of non-compliant delivery, **you** must send a letter of complaint to the **e-merchant** within a maximum period of 7 calendar days from the date of delivery.

In the event of non-delivery, you must send a letter of complaint to the **e-merchant** as soon as **you** become aware of the non-delivery.

In both cases **you** must make **your** complaint by registered letter with acknowledgment of receipt.

### Obligation of the beneficiary

In the event of delivery of the covered goods in conformity:

- Before compensation by **us**, **you** must retain the covered goods and waive compensation.
- After compensation by **us**, **you** must retain the covered goods and return to **us** the compensation received.

In all cases, **you** are required to immediately inform **us** of receipt of the covered goods or **your** cover may be affected.

## What we will not cover

1. ANYTHING MENTIONED UNDER THE GENERAL EXCLUSIONS SECTION.
2. ANIMALS, PLANTS, PERISHABLE GOODS AND FOODSTUFFS.
3. ANY GOODS PURCHASED FROM AN INDIVIDUAL OR LEGAL ENTITY THAT DOES NOT CORRESPOND TO THE DEFINITION OF E-MERCHANT.
4. ANY GOODS PURCHASED IN AN ONLINE AUCTION OR ON AN EXCHANGE SITE.
5. ANY SECOND-HAND GOODS.
6. ANY JEWELLERY, SILVERWARE, PRECIOUS STONES, PAINTINGS, SCULPTURES, CARPETS, CASH, INGOTS, STAMP COLLECTIONS, COIN COLLECTIONS, OR BANKNOTE COLLECTIONS.
7. ANY COMMERCIAL BILLS, TRANSFERABLE SECURITIES, SHARES, BONDS, COUPONS, TITLES AND PAPERS OF DEBT OR PROPERTY, CASH VOUCHERS, POSTAGE AND TAX STAMPS, TRANSPORT TICKETS, ACCESS TICKETS TO LEISURE ACTIVITIES.
8. MEDICINES WITHIN THE MEANING OF THE FRENCH REGULATIONS IN FORCE.
9. WEAPONS OF ALL CATEGORIES WITHIN THE MEANING OF THE FRENCH REGULATIONS IN FORCE.
10. LAND MOTOR VEHICLES AS DEFINED BY THE FRENCH INSURANCE CODE.
11. DIGITAL DATA TO VIEW AND/OR DOWNLOAD ONLINE.
12. GOODS PURCHASED TO BE RESOLD AS MERCHANDISE.
13. GOODS NOT DELIVERED DUE TO A STRIKE BY THE POSTAL SERVICE OR THE CARRIER, A LOCKDOWN OR SABOTAGE.
14. NON-COMMERCIAL GOODS AS DEFINED BY THE FRENCH CIVIL CODE, AND / OR PROHIBITED FOR

**SALE BY THE FRENCH REGULATIONS IN FORCE**

**15. GOODS ACQUIRED ON SITES THAT ARE NOT INDEXED, AND/OR OF A VIOLENT, PORNOGRAPHIC, DISCRIMINATORY NATURE, SERIOUSLY UNDERMINING HUMAN DIGNITY AND/OR DECENCY INN ACCORDANCE WITH THE FRENCH REGULATIONS IN FORCE.**

**16. ANY DAMAGE OR CONSEQUENCES OF DAMAGE CAUSED BY:**

- **THE DELIBERATE ACTION OR INTENT OF THE CARDHOLDER.**
- **AN INHERENT DEFECT IN THE COVERED GOODS THAT IS OR SHOULD BE THE RESPONSIBILITY OF THE MANUFACTURER.**

## Fact sheet on how "third-party liability" cover works over time

### Note:

This fact sheet is issued to you in application of Article L. 112-2 of the French Insurance Code.

It aims to provide the information necessary to understand how the third-party liability cover works over time.

It concerns contracts taken out or renewed after the entry into force on 3 November 2003 of Article 80 of Law No. 2003-706. Contracts taken out previously are the subject of special provisions specified in the same law.

### Understanding the terms

#### Harmful event:

The act or event giving rise to the damage suffered by the victim and which is the subject of a claim.

#### Claim:

Your liability is incurred, either by letter or any other durable medium sent to the insured or the insurer, or by summons before a civil or administrative court. The same event may be the subject of several claims, either from the same victim or from several victims.

#### Validity period of the cover:

Period between the effective date of the cover and, after any renewals, its termination or expiry date.

#### Subsequent period:

Period after the date of termination or expiry of the cover. Its duration is specified in the contract. It cannot be less than five years.

If your contract exclusively covers your third-party liability in a non-professional context, refer to I.

If not, refer to I and II.

### **I.-The contract covers your third-party liability in a non-professional context**

Outside of any professional activity, the cover is triggered by the harmful event.

The insurer provides its cover when a claim for damage caused to others is made and your liability or that of the other persons covered by the contract is incurred, as long as the event giving rise to this damage occurred between the effective date and the date of termination or expiry of the cover.

The claim must be sent to the insurer whose cover is or was valid at the time the harmful event occurred.

### **II. -The contract covers third-party liability**

incurred as a result of a professional activity

The insurance contract must specify whether the cover is triggered by the "harmful event" or whether it is triggered by the "claim".

When the contract contains both cover of your third-party liability for a professional activity and cover of your third-party liability in a non-professional context, the latter are triggered by the harmful event (see I).

However, some contracts, for which the law provides special provisions, derogate from this provision; this is the case, for example, with regard to compulsory ten-year insurance for construction activities.

#### **1. How does triggering by the harmful event work?**

The insurer provides its cover when a claim for damage caused to others is made and your liability or that of the other persons covered by the contract is incurred, as long as the event giving rise to this damage occurred between the effective date and the date of termination or expiry of the cover.

The claim must be sent to the insurer whose cover is or was valid at the time the harmful event occurred.

## **2. How does triggering "by the claim" work?**

Whatever the case, the insurer's cover is not due if the insured was aware of the harmful event on the day it was taken out.

**2.1. First case:** the third party's claim is sent to the insured or the insurer during the period of validity of the cover taken out.

The insurer provides cover, even if the event giving rise to the claim occurred before the cover was taken out.

**2.2. Second case:** the claim is sent to the insured or the insurer during the subsequent period.

**Case 2.2.1:** the insured has not taken out new liability cover triggered by the claim covering the same risk.

The insurer provides its cover.

**Case 2.2.2:** the insured has taken out new liability cover triggered by the claim with a new insurer covering the same risk.

It is the new cover that is implemented, unless the insured was aware of the harmful event on the day it took it out, in which case, it is the previous cover that is implemented.

Therefore, as long as there is no interruption between two successive covers and the claim is sent to the insured or its insurer before the expiry of the subsequent period of the initial cover, one of the two insurers is necessarily competent and takes charge of the claim.

Where the initial cover is triggered during the subsequent period, the ceiling of the indemnity may not be lower than that of the cover triggered during the year preceding the date of its termination or expiry.

## **3. In the event of change of insurer.**

If you have changed insurer and if a claim, the harmful event of which occurred before you took out your new contract, is the subject of a claim only during your new contract, you must decide which insurer will indemnify you. Depending on the type of contract, the claim may validly be made to the old or the new insurer. Refer to the example cases below:

### **3.1. The old and new cover is triggered by the harmful event.**

The cover that is activated by the claim is that which is or was valid on the date of occurrence of the harmful event.

### **3.2. The old and new cover is triggered by the claim.**

Your former insurer will have to process the claim if you became aware of the harmful event before taking out your new cover. No cover is due from your former insurer if the claim is made against you or your former insurer after the expiry of the subsequent period.

If you were not aware of the harmful event before taking out your new cover, it is your new insurer that will accept your claim.

### **3.3. The old cover is triggered by the harmful event and the new cover is triggered by the claim.**

If the harmful event occurred during the period of validity of the old cover, it is the former insurer who must process claims for damage resulting from this harmful event.

In the event that the amount of this cover is insufficient, the new cover triggered by the claim will then be used to make up the shortfall provided that you were not aware of the harmful event before the date of taking out your new cover.

If the harmful event occurred before the entry into force of the old cover and remained unknown to the insured on the date of taking out the new cover, it is the new insurer which must process the claims relating to the damage resulting from this harmful event.

### **3.4. The old cover is triggered by the claim and the new cover is triggered by the harmful event.**

If the harmful event occurred before the date of taking out the new cover, it is the former insurer which must process the claims. No cover is due from your former insurer if the claim is sent to the insured or your former insurer after the expiry of the subsequent period.

If the harmful event occurred during the period of validity of the new cover, it is of course the latter's insurer which must process the claim.

## **4. In the event of multiple claims relating to the same harmful event.**

The same harmful event can be the cause of multiple damages that occur or are revealed at different times. Several claims

may be submitted successively by the various third parties concerned. In this case, the claim is considered to be a single event. As a result, all claims are handled by the same insurer.

If the harmful event occurred while your contract was triggered on the basis of the harmful event, then it is your insurer on the date the harmful event occurred which must process the claims.

If you were not covered on the basis of the harmful event on the date of the harmful event, the insurer to be claimed from is the one which is competent, under the conditions specified in paragraphs II-1, II-2 and II-3 above, at the time the first claim was made.

As long as this insurer is competent for the first claim, subsequent claims will then be processed by this same insurer regardless of the date on which these claims are made, even if the subsequent period has passed.

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