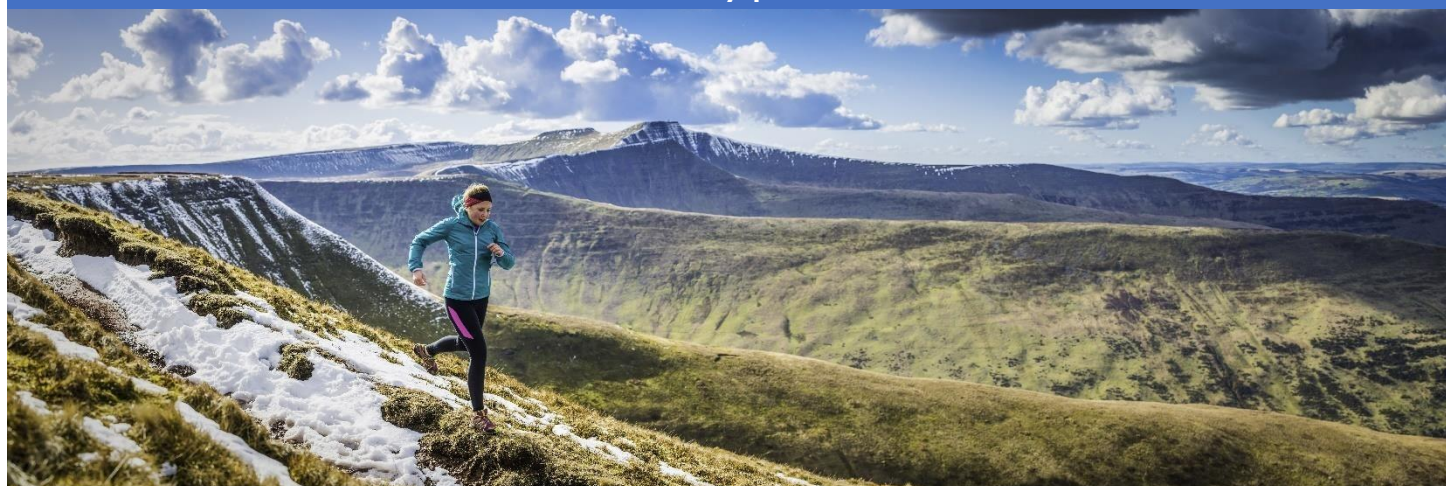


INDIVIDUAL MULTISPORT CONTRACT

No. 7482



FOR ANY ASSISTANCE CLAIM DURING YOUR TRIP

Please contact 01.45.16.43.95

Assistance platform

7 days a week / 24 hours a day

You must contact Mutuaide Assistance and obtain their prior agreement before incurring any medical expenses

TO DECLARE AND VIEW AN INSURANCE CLAIM

E-mail: sinistre@assurinco.com

Declaration website: sinistre.assurinco.com

General provisions valid for all subscriptions from 1 August 2021



Une nouvelle idée de l'assurance tourisme et loisirs

Mutuaide



Une nouvelle idée de l'assurance tourisme et loisirs

For any insurance claim, contact ASSURINCO

By e-mail: sinistre@assurinco.com

By phone from France: 05.34.45.31.51

By phone from abroad: +33.5.34.45.31.51 preceded by the local access code for international calls

Monday to Thursday from 2:00 p.m. to 6:00 p.m.

Friday from 2:00 p.m. to 5:00 p.m.

ASSURINCO

122 bis, quai de Tounis BP 90 932 - 31 009 TOULOUSE CEDEX



For any assistance claim, contact MUTUAIDE ASSISTANCE

By phone from France: 01.45.16.43.95

By phone from abroad: +33 1.45.16.43.95 preceded by the local access code for international calls

By e-mail: voyage@mutuaide.com

7 days a week / 24 hours a day

MUTUAIDE

126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex.

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TABLEAU DES MONTANTS DE GARANTIES

GUARANTEES	MAXIMUM AMOUNT INCL. TAX	DEDUCTIBLES
CANCELLATION		
<ul style="list-style-type: none"> ➤ <u>Cancellation for medical reasons</u> Serious illness, serious bodily harm, death 	12,000 € / person 40,000 € / event	None
Cancellation for all justified causes		10 % of amount of cancellation fees (min 100 €/person)
TRAVEL CANCELLATION IN CASE OF AN EPIDEMIC OR PANDEMIC		
Cancellation for serious illness following an epidemic or pandemic	12,000 € / person 40,000 € / event	10 % of amount of cancellation fees
Cancellation for denied boarding at the airport, railway station, bus station or port of departure, or following temperature-taking		
Cancellation for lack of vaccination against COVID-19		
INTERRUPTION OF STAY OR OF SPORT ACTIVITIES		
Interruption of stay	12 000 € / person max 40,000 € / event	None
Interruption of activities	150 € / day max 3 days	None
BAGGAGE		
Loss, theft, deterioration	2,500 € / person 5,000 € / event	50 € / person
Loss, theft, damage including of the insured's sports equipment	2 500 € for the sports equipment of the insured	50 € / person
Delivery delays	300 € / claim Set compensation of 150 €	More than 24 hours
Sports equipment rental costs in case of late delivery to destination	500 € / person	More than 24 hours
BREAKAGE OR THEFT OF EQUIPMENT		
<ul style="list-style-type: none"> ➤ <u>Breakage or theft of rental equipment</u> 		
Repair costs in case of breakage or theft of rental equipment	500 € / person	None
<ul style="list-style-type: none"> ➤ <u>Breakage or theft of the insured's personal equipment</u> 		
Expense for rental of replacement equipment	1,500 € / person	None
REPATRIATION ASSISTANCE		
<ul style="list-style-type: none"> ➤ <u>Assistance in case of illness or injury</u> 		
Repatriation or medical transport (including in the event of an epidemic or pandemic)	Real expenses	None
Repatriation of accompanying persons	Ticket for round-trip transport *	None
Repatriation of children under age 18	Ticket for round-trip transport *	None
Visit of family member/close friend	Round-trip transport ticket *+ Hotel expenses 80 € / night (max 14 nights)	None
Extension of stay	80 € / night (max 14 nights)	None
Additional reimbursement of medical costs and Advance of hospital costs, including costs for a hyperbaric chamber abroad	In France: 5 000 € / person / event Abroad: 150 000 € / person / event	30 € / person
Additional costs of eyeglasses	100 € / person	30 € / person
Rehabilitation and physiotherapy costs	350 € / person	30 € / person

Emergency dental care	100 € / person	30 € / person
➤ <u>Specific assistance guarantees in the event of an epidemic or pandemic</u>		
Tele-consultation before departure	1 call	None
Hotel costs following placement into quarantine	150 € / night /person (Max 14 nights)	None
Psychological support following placement into quarantine	6 telephone interviews	None
Return impossible due to travel restrictions	1 000 € / person – 50 000 € / group + Hotel costs: 150 € / night /person (Max 14 nights)	None
Coverage of local telephone plan (outside country of residence)	Up to 80 €	None
Emergency suitcase (outside the country of residence)	100 € / person – 350 € / family	None
➤ <u>Assistance in case of demise</u>		
Repatriation of remains	Real expenses	None
Death formalities	Round-trip transport ticket round trip* + Hotel costs: 80 € / night (max 4 nights)	None
➤ <u>Travel assistance</u>		
Early return	Ticket for inbound transport*	None
Replacement driver	Ticket* or driver (max 500 €)	None
Expenses for search and rescue	50,000 € / event	None
Expense for rescue on open and marked ski trails	Real expenses	None
Expense for return to the resort	Real expenses	None
Legal assistance (outside the country of residence):	5,000 € / person	None
INDIVIDUAL ACCIDENT		
"Permanent disability"***	15,000 € / person	Threshold of intervention 10 %
"Death"**	15,000 € / person	
Maximum per event	1 500 000 € / event	
CIVIL LIABILITY "PRIVATE LIFE"		
Bodily harm, property damage and consequential losses - Property damage and consecutive consequential losses "Permanent disability"	4 500 000 € / claim 750 000 € / claim	150 € for property damage and consequential losses Nothing for bodily harm
- Defence of your interests: criminal defence and recourse following an accident		
Amicable or judicial action in case of dispute	Within the limit of 41 006 €	
- Incl. budget for amicable activities	1047 €	296 € in case of amicable action
- Incl. budget for judicial action	Per dispute: - Court-ordered assessment: 3162 € - Lawyers, bailiff, costs and fees: within the limits of the texts governing the profession - Legal fees: with supporting documentation - Legal fees: within the limit of the scale attached to the general provisions	1,195 € in case of legal action
Arbitrator's budget: in case of disagreement between the insured and the insurer	277 €	

* by train 1st class or plane economy class.

**If several insureds are victims of the same accident, the death and permanent disability guarantees are limited to the sum of 1,500,000 €, regardless of the number of victims, being specified that the limit per person and per guarantee cannot exceed that stated in the Table of Guarantee Amounts. Each of the indemnities would be reduced according to the ratio existing between the sum of 1,500,000 € and the total of the indemnities which could be due to the victims without this limit.

The guarantees indicated above are applicable for the duration of the event corresponding to the invoice issued by the sports organisation with a maximum of 90 consecutive days.

DEFINITIONS AND SCOPE OF APPLICATION

Serious bodily injury

Sudden and unforeseeable decline in health, due to an external cause and unintentional on the part of the victim, observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the discontinuation of all professional or other activity.

Hazard

Event that is unintentional, unpredictable, unavoidable and external.

Insured

Natural person member of a sports organization, up to date with his dues, who enrolls in this contract, hereafter referred to as "You".

Insurer, We

For the guarantees other than Civil Liability and individual accident, the Insurer is MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. SA with capital of 12,558,240 € - Company governed by the Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086.

The Resolution Civil Liability and Individual Accident Abroad guarantees, the Insurer is GROUPAMA D'OC - 14 rue de Vidailhan - CS 93131 – 31131 BALMA Cedex, Caisse Régionale d'Assurances Mutuelles Agricoles d'Oc – 391 851 557 RCS Toulouse. Company governed by the Insurance Code and regulated by the Autorité de Contrôle Prudentiel et de Résolution – 4 Place de Budapest – CS 92 459 – 75 436 Paris Cedex.

Attack

Any act of violence consisting a criminal or illegal attack on persons and/or property in the country where you are staying, the purpose of which is to seriously disrupt public order by intimidation and terror, and which is the subject of media coverage.

This "attack" will have to be recognized by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

Baggage

Travel bags, suitcases, trunks and their contents, excluding clothing items that you are wearing.

Injury

Sudden decline in health resulting from the sudden action of an unintentional external cause on the part of the victim observed by a competent medical authority

Natural disasters

Abnormal intensity of a natural agent not resulting from human intervention. Phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, having caused the abnormal intensity of a natural agent, and recognized as such by the public authorities.

Insurance Code

Collection of legislative and regulatory texts governing the insurance contract.

Covered travel

Stay for which you are insured and for which you have paid the corresponding premium

Domicile

The main and usual place of residence is considered to be domicile. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis communities

Guadeloupe, Martinique, French Guyana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

Duration of the guarantees

Corresponds to the dates of the event indicated on the invoice issued by the trip organizer with a maximum duration of 90 consecutive days.

Transport company

Transport company refers to any company duly approved by the public authorities for the transport of passengers.

Epidemic

Abnormally high incidence of an illness during a given period and in a given region.

Europe

Europe refers to the following countries: Germany, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, Metropolitan France, Gibraltar, Hungary, Greece, Ireland, Italy and Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Slovakia, Slovenia, Czech Republic, San Marino, Sweden and Switzerland.

Guaranteed assistance events

Illness, injury or death during covered travel.

Execution of services

The services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. As a result, no expenses made under the authority of the Insureds may be reimbursed by MUTUAIDE ASSISTANCE.

Deductible

Share of compensation remaining as your responsibility

Continental France

Continental France means the French territory and Corsica to the exclusion of the DOM ROM COM (overseas departments and territories) and sui generis communities.

Mainland France

Mainland France is understood to mean: continental France including the French overseas departments and territories and sui generis communities.

Strike

Collective action consisting of a concerted cessation of work by the employees of a company, an economic sector or a professional category aimed at supporting the demands.

Civil war

Civil war is understood to mean the armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closing of borders ordered by local authorities.

Foreign war

Foreign war is understood to mean armed opposition, whether declared or not, by one state against another, as well as any invasion or state of siege.

Serious illness

Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

Personal sports equipment

Any material and equipment less than 5 years old, relating to sports activities, belonging to the insured and for which ownership is established by a purchase invoice or any other document proving ownership.

Maximum per event

In the event that the cover is exercised in favour of several insured victims of the same event and insured under the same specific conditions, the insurer's cover is, in any event, limited to the maximum amount provided for under this cover, regardless of the number of victims. As a result, compensation is reduced and adjusted in proportion to the number of victims.

Family member

Your de facto or common law spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your stepfather, stepmother, brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

We organise

We take the necessary steps to give you access to the service.

We cover

We finance the service.

Nullity

Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in nullity of our commitments and forfeiture of the rights specified in said agreement.

Precious objects

Pearls, jewellery, watches, worn furs, as well as any sound and/or image reproduction device and their accessories, hunting rifles, fishing equipment, portable computers.

Pandemic

Epidemic which is developing over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

Pollution

Environmental damage by introduction into the air, water or soil of materials not naturally present in the environment.

Quarantine

Isolation of the person, in the event of suspected illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading said illness in the context of an epidemic or pandemic.

Usual residence

The usual residence of the Insured refers to his tax residence.

Claim

Event likely to result in application of a guarantee of the contract.

Subscriber

The policyholder, natural person or legal entity, that subscribes the insurance contract.

Third party

Anyone other than the Insured responsible for the damage.

Any Insured who is the victim of bodily harm, property damage or consecutive consequential losses caused by another Insured (the Insureds are considered as third parties among themselves).

DETAIL OF THE GUARANTEES

CANCELLATION

The cover is granted to you for the reasons and circumstances listed below to the exclusion of all others, within the limit indicated in the Table of Guarantees:

CANCELLATION FOR MEDICAL REASONS

- **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure for the travel with sports activity), serious bodily injury or death, including the aftermath, sequelae, complications or aggravation of an illness or accident, observed before reserving your trip and involving:**
 - yourself, your de facto or common law spouse, your ascendants or descendants (any degree), your guardian or anyone who usually lives in your household,
 - your brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
 - your professional replacement designated at the time of the subscription,
 - the person designated when subscribing this contract, responsible during your trip for looking after or accompany on vacation, your children of minor age or the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.

- **If you are declared a “contact case” or in the 14 days preceding departure.**

You must provide proof issued by the CPAM or the ARS declaring you a “contact case”. In the absence of these supporting documents, no compensation will be possible.

- **Refusal of boarding following a temperature check** of the Insured, or a positive result of a PCR and/or antibody test of the insured **on arrival at the departure airport**. (Proof issued by the transport company which refused boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).
- **Absence of vaccination against Covid 19**
 - in the event that, at the time of subscribing this contract, the country of destination did not impose a vaccine and, at the time when it requires it, you no longer have time to proceed with the vaccine allowing you travel.
 - contraindication of vaccination or the after-effects of vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

It is up to you to establish the reality of the situation giving rise to the right to our services; as such, we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

CANCELLATION ALL JUSTIFIED CAUSES

The guarantee is also granted to you, within the limit indicated in the Table of Guarantees, for **any other random event, whatever it is, constituting an immediate, real and serious obstacle**, preventing your departure and/or participation in the activities planned during your stay. Random event refers to any sudden, unforeseeable circumstance beyond the control of the Insured which justifies cancellation of the trip. The random event must have a direct causal link to the inability to leave.

AMOUNT OF THE GUARANTEE

The compensation paid in application of this Contract may in no case exceed the price of the trip declared when subscribing this Contract and within the limits provided for in the Table of Benefits.

We will reimburse you for the amount of the cancellation fees billed according to the conditions of the cancellation scale listed in the general conditions of the travel agency.

Administrative fees, tips, fees for a visa and the premium paid in exchange for subscription of this contract are not refundable.

WHEN DO YOU HAVE TO REPORT THE CLAIM?

Two steps

1/ From the first signs of illness or upon becoming aware of the event giving rise to the guarantee, you must IMMEDIATELY notify your travel agency.

If you later cancel the trip with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale appearing in the special terms of sale of the travel agency.

2/ Furthermore, you must report the claim to ASSURINCO within five working days following the event that triggers the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- In case of illness or accident, a medical certificate and/or an administrative hospitalization certificate specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and the civil status record,
- in other cases, any document of confirmation justifying the reason for your cancellation.

You must provide ASSURINCO with the documents and medical information necessary for examination of your case, using the pre-printed "Service Médical" envelope, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.

You must also send any information or documents that will be requested to justify the reason for your cancellation and, in particular:

- all photocopies of prescriptions prescribing medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including, for the medications prescribed, a copy of the corresponding labels.
- statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- the original of the paid invoice for the debit that you must be required to pay to the travel agency or that the latter keeps,
- the number of your insurance contract,
- the registration form issued by the travel agency,

- in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, if applicable, of the witnesses,
- in case of refusal of boarding: proof issued by the transport company which refused boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it without a legitimate reason, you will lose your right to cover.

WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of leaving linked to the closing of borders, material organization, accommodation conditions or security of the destination.

In addition to the exclusions common to all guarantees, the following are also excluded:

- Any event, illness or accident that has already been observed, relapse, aggravation or hospitalization between the date of purchase of your stay and the date of subscription of the insurance contract,
- Any circumstance that is only a mere inconvenience,
- Pregnancy, including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- Forgotten vaccination,
- Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- The lack or excess of snow,
- Any medical event for which the diagnosis, symptoms or the cause thereof are of a mental, psychological or psychiatric nature, and which has not given rise to hospitalization for more than 3 consecutive days after subscribing this Contract,
- Pollution, local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any other event occurring between the date of subscription of the Insurance contract and the date of departure for your trip
- Any event occurring between the date of purchase of the trip and the date of purchase of the insurance contract.
- The absence of hazard,
- An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,
- Due to the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- Due to an act of negligence on your part,
- Any event for which the responsibility could fall to the travel agency in application of the Tourism Code in effect,
- Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identification card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure of the departure of the passport or identity card,

INTERRUPTION OF STAY OR ACTIVITIES

WHAT DO WE COVER?

This guarantee can only apply after intervention by MUTUAIDE (or any other assistance company) under the assistance guarantees. We pay you and the members of your family or a person insured under this contract and accompanying you, compensation proportional to the number of days of Travel not used, if the insured Travel is interrupted for medical repatriation, organized by Mutuaide or by another assistance company.

Similarly, for the "early return" guarantee, detailed below.

AMOUNT OF THE GUARANTEE

Compensation is calculated from the day following the event (early return, medical repatriation, start of hospitalization on site). The reimbursement is calculated on the basis of the actual costs of the stay, transport and transfers not included, within the limit of the amount indicated in the Table of Guarantee Amounts.

WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract and appearing in the “GENERAL EXCLUSIONS” paragraph of the “CONTRACT FRAMEWORK” Chapter,

We do not become involved under the following circumstances:

- Aesthetic treatment, cure, voluntary termination of pregnancy, in vitro fertilization and its consequences,
- A psychological, mental or depressive illness without hospitalization of less than three days
- Epidemics.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Contact the company as soon as your claim occurs.

You must send us your claim within 5 days of your return from your trip, to the following address:

ASSURINCO
Service Indemnisation Clients
122 bis Quai de Tounis 31000 TOULOUSE
sinistre@assurinco.com

You must return it to us completed and send us any document that will be requested to justify the interruption of your stay.

BAGGAGE

WHAT DO WE COVER?

We cover, up to the amount indicated in the Table of Guarantees, your luggage, objects and personal effects, taken with you or purchased during your trip, away from your principal or secondary place of residence in the event of:

- theft,
- total or partial destruction,
- loss during transport by a transport company.

WHAT ARE THE LIMITS OF OUR GUARANTEE?

If you use a private car, the risks of theft are covered provided that your baggage and personal effects are placed in the boot of the locked vehicle and out of sight. Only break-in theft is covered. If the vehicle is parked on the public thoroughfare, the guarantee only applies between 7 a.m. and 10 p.m. Precious objects are not covered.

Precious and personal items are only covered against proven theft and provided they are carried on you, taken with you in luggage not entrusted to a transporter, or left in a locked hotel room or apartment. **The guarantee is acquired only in the country of stay.**

LATE DELIVERY

In the event that your personal baggage is not returned to you at the destination airport (outbound trip) and if it is returned to you more than 24 hours late, we will reimburse you, with presentation of supporting documents for purchases made to make up for the absence of your luggage and your place of stay, up to the maximum amount indicated in the table of guarantee amounts.

If you are unable to present the proof of purchase, a set amount indicated in the table of guarantee amounts will be granted to you. The guarantee expires as soon as your baggage has been given back to you.

We also cover the costs of equipment rental, up to the amount indicated in the table of guarantee amounts.

However, you cannot combine this compensation with the other indemnities of the BAGGAGE guarantee.

BREAKAGE OR THEFT OF EQUIPMENT

➤ BREAKAGE OR THEFT OF RENTAL EQUIPMENT

PURPOSE OF THE GUARANTEE

We cover, up to the amount indicated in the Table of Guarantees, reimbursement of the following costs, if your rental equipment has become unusable as a result of accidental breakage or theft:

- repair costs in case of breakage of rental equipment,
- the costs of renting equivalent replacement equipment from a professional rental company in the event of theft or if the rental equipment is not repairable or is economically irreparable in the event of accidental breakage.

Accidental breakage is understood as any damage or destruction that is externally visible and which adversely affects proper functioning of the rented ski equipment following a fall or collision.

AMOUNT OF THE GUARANTEE

We intervene within the limit of the amounts indicated in the Table of Guarantees.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to us within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You will need to provide:

- a statement describing the circumstances of the incident,
- proof from a professional describing the nature and extent of the damage to your rented equipment,
- initial registration invoice or registration form issued by the organizer of the stay,
- the original invoice for the rental of sports equipment from a professional rental company,
- the invoice for the costs of repair or replacement of sports equipment.

Supporting documents should be sent to:

ASSURINCO
122 bis quai de Tounis - 31000 TOULOUSE
Email: sinistre@assurinco.com

➤ BREAKAGE OR THEFT OF PERSONAL EQUIPMENT

PURPOSE OF THE GUARANTEE

In case of accidental breakage, damage or theft of your personal sports equipment, we guarantee you, up to the amount indicated in the Table of Guarantees, the reimbursement of rental costs with a professional rental company, including replacement with equivalent ski equipment, if your personal sports equipment has become unusable as a result of accidental breakage or theft.

Accidental breakage is understood as any damage or destruction that is externally visible and which adversely affects proper functioning of the equipment following a covered event.

AMOUNT OF THE GUARANTEE

We intervene within the limit of the amounts indicated in the Table of Guarantees.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You will need to provide:

- a statement describing the circumstances of the incident,
- proof from a professional describing the nature and extent of the damage to your personal sports equipment,
- the original invoice for the purchase of your personal sports equipment and dating back less than 5 years,
- the rental invoice for replacement equipment,

Supporting documents should be sent to:

ASSURINCO
122 bis quai de Tounis - 31000 TOULOUSE
Email: sinistre@assurinco.com

WHAT WE EXCLUDE

In addition to the exclusions common to all guarantees, the following are also excluded:

- Damage resulting from improper use of personal ski equipment or non-compliance with regulations in effect,
- Damage resulting from normal wear and tear of personal ski equipment,
- Simple scratches, scrapes or any other damage to personal ski equipment that does not affect its functioning,
- Loss or disappearance of personal ski equipment,

- Accidental damage due to the release of liquids, greasy, staining or corrosive materials,
- Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- Indirect losses such as depreciation and loss of use,
- Damage to personal ski equipment purchased more than 5 years ago.

REPATRIATION ASSISTANCE

ASSISTANCE IN CASE OF ILLNESS OR INJURY

You are sick, injured, or die during a covered sports activity. We intervene under the following conditions:

REPATRIATION OR MEDICAL TRANSPORT:

You are ill (including in the context of an epidemic or a pandemic), or injured during a covered sports activity. We organize and cover your repatriation to your home or to a hospital near you.

Only medical requirements are taken into account to determine the date of repatriation, the choice of means of transport or place of hospitalization.

The repatriation decision is taken by our medical consultant, after consulting the temporary practitioner and perhaps the family doctor.

At the time of your repatriation, and on instructions from our medical consultant, we organize and cover the transport of a person to accompany you.

Any refusal of the solution offered by our medical team will lead to cancellation of the personal assistance guarantee.

REPATRIATION OF ACCOMPANYING PERSONS

You are repatriated by medical transport or die during a covered sports activity.

We organize and cover, if they cannot return by the means initially foreseen, the transport home of your beneficiary family members or of an insured person accompanying you when the event occurs, by train in 1st class or by plane in economy class.

REPATRIATION OF CHILDREN UNDER AGE 18

If you are sick or injured and no one is able to look after your children under age 18, we will organize and pay for the round-trip travel, by train in 1st class or plane in economy class, of a person of your choice or one of our hostesses to bring them to your home or that of a member of your family.

VISIT OF FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 5 days. We organize and cover the round-trip transport by train in 1st class or by plane in economy class of a member of your family residing in the same country as you, as well as his expenses for the stay (room, breakfast) to be at your bedside.

Our cover for accommodation is up to the amount indicated in the Table of Guarantees.

In any event, the cost of dining or other expenses remain the responsibility of this person.

This cover cannot be combined with the "Repatriation of accompanying persons" cover.

PROLONGATION OF STAY

You are hospitalized during a covered trip and our doctors judge that this hospitalization is necessary beyond your initial date of return.

We cover the accommodation costs (room and breakfast) of the beneficiary numbers of your family or of an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Guarantees.

Only medical requirements are taken into account to grant this guarantee.

In any event, the cost of dining or other expenses remain the responsibility of this person.

This guarantee cannot be combined with the "Visit from a loved one" guarantee.

MEDICAL EXPENSES (OUTSIDE AND IN COUNTRY OF RESIDENCE)

When medical costs (including in the event of illness related to an epidemic or pandemic) have been incurred with our prior approval, we will reimburse you for the part of these costs which have not been covered by the insurance organizations with which you are affiliated.

We only intervene once the reimbursements have been made by the aforementioned insurance organizations, after application of a deductible, the amount of which is indicated in the table of guarantees, and subject to communication of original proof of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to care received by you as a result of an illness or accident occurring during a guaranteed sports activity outside your country of residence or during a covered sports activity in your country of residence.

In this case, we will reimburse the amount of the costs incurred up to the maximum amount indicated in the Table of Guarantees.

In the event that the insurance organization to which you contribute does not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Table of Guarantees, subject to you providing the original invoices for medical costs and the certificate of non-reimbursement from the insurance organization.

This service ceases from the day that we are able to complete your repatriation.

Nature of the costs granting the right to reimbursement (subject to prior approval):

- medical fees,
- costs for medications prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of coverage by the insurance organizations,
- hospitalization costs provided that you are deemed unfit for transport by decision of the Assistance doctors, taken after collecting information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered),
- emergency dental expenses, capped at the amount indicated in the Table of Guarantees,
- additional costs for glasses according to the maximum amount indicated in the Table of Guarantees,
- costs for physiotherapy and rehabilitation according to the maximum amount indicated in the Table of Guarantees,
- PCR test fee, at the time of transit, if it is positive.

EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALIZATION EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

We may, within the limit of the coverage provided for above, advance the hospital costs that you must incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE at the time of implementation of this service:
 - to initiate the procedures to cover the costs with the insurance organizations within 15 days following the date of dispatch of the elements necessary for these procedures by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organizations within the week following receipt of these sums.

Only expenses not covered by the insurance organizations will be covered by us and within the limit of the amount specified for the "medical expenses" benefit. You must provide us with the certificate of non-cover from these insurance organizations within a week of receipt.

In order to protect our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of commitment committing you to take the steps with social organizations and reimburse us for the sums collected.

Should you fail to have completed the procedures for coverage with the insurance organizations within the allotted time, or if you fail to provide MUTUAIDE ASSISTANCE the certificate of non-cover from these insurance organizations within the allotted time, under no circumstances will you be able to take advantage of the "medical expenses" benefit and you will have to reimburse all of the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will initiate, if necessary, any useful recovery procedure, the cost of which will be your responsibility.

TELE-CONSULTATION BEFORE DEPARTURE

For any request for information and useful details for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas:

Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Travelling with animals.

Our doctors are also available for any information you may need in case of a trip taking place during an epidemic or pandemic.

The information is communicated by telephone and is not the subject of written confirmation or of dispatch of any documents.

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

HOTEL COSTS FOLLOWING PLACEMENT INTO QUARANTINE

If you are required to extend your stay within the framework of your sports activity, following your placement into quarantine, we will organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or of an insured companion, up to the amount indicated in the Table of Guarantees.

PSYCHOLOGICAL SUPPORT FOLLOWING PLACEMENT INTO QUARANTINE

In case of significant trauma following your placement into quarantine related to an epidemic or pandemic, we can, at your request, put you in telephone contact with a psychologist, during the period of quarantine, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

RETURN IMPOSSIBLE due to travel restriction measures:

Your return flight has been cancelled following measures to restrict the movement of populations in the event of an epidemic or pandemic taken by the local government or the airlines.

If you are required to extend your stay within the framework of your covered sports travel, we will organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Table of Guarantees.

We organize and cover your repatriation to your home, within the limit indicated in the Table of Guarantees.

Or we organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Table of Guarantees.

COVERAGE OF A LOCAL TELEPHONE PLAN (OUTSIDE COUNTRY OF RESIDENCE)

During a covered sports trip outside your country of residence, you are quarantined. We cover the costs of setting up a local telephone plan, up to the limit indicated in the Table of Guarantees.

EMERGENCY SUITCASE

In the event that you no longer have enough usable personal effects at your disposal due to your quarantine or your hospitalization following an epidemic or pandemic during covered sports travel, we cover, on presentation of supporting documents, basic necessities, up to the amount indicated in the Table of Guarantees.

ASSISTANCE IN CASE OF DEMISE

REPATRIATION OF REMAINS

You die during your covered sports trip. We organize the repatriation of your remains to the place of the funeral in your country of residence.

In this context, we cover:

- Charges for transport of remains,
- Costs related to conservation care imposed by applicable legislation,
- The costs directly necessitated by transporting the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Guarantees.

DEATH FORMALITIES

If the presence on site of a family member or a relative of the deceased proves essential for recognition of the remains and the formalities of repatriation or cremation, we organize and cover a round-trip ticket by train in 1st class or by plane in economy class, as well as the living expenses (room and breakfast) incurred on behalf of this person up to the amount indicated in the Table of Guarantees.

All other expenses are the responsibility of the family of the deceased.

TRAVEL ASSISTANCE

EARLY RETURN

If you have to prematurely interrupt your sports activity in the cases listed below, we will cover your additional transport costs and those of the beneficiary members of your family or of a person insured under this contract accompanying you, if the transport tickets provided for your return and theirs cannot be used because of this event, on the basis of a train ticket in 1st class or a plane ticket in economy class.

We intervene in the event of:

- hospitalization of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home or of your professional replacement.
- death of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home, of your professional replacement,
- serious event affecting your main residence in your country of residence.

REPLACEMENT DRIVER

You are ill or injured during a covered sports trip in one of the countries listed below and you can no longer drive your vehicle: if none of the passengers is able to replace you, we will provide you with a driver to return the vehicle to your place of residence by the most direct route.

We cover the travel costs and the driver's salary.

The driver is required to comply with labour legislation and, in particular - in the current state of French regulations - must observe a 45-minute stop after 4.5 hours of driving, with the overall daily driving time not exceeding 9 hours.

If your vehicle is more than 8 years old and/or has more than 150,000 km on the odometer, or if its condition and/or load capacity do not comply with the standards defined by the French Driving Code, you must let us know. We then reserve the right not to send a driver.

In this case, and replacing the provision of a driver, we provide and pay for a train ticket in 1st class or a plane ticket in economy to collect the vehicle.

This service only applies in the following countries:

France (including Monaco, Andorra, except overseas departments and territories, COM and sui generis communities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

The costs of fuel, tolls, hotel and dining for any passengers remain your responsibility.

EXPENSES FOR SEARCH AND RESCUE

Following a covered event during a covered sports activity, we pay, up to the amount indicated in the Table of Guarantees, the costs for search and rescue at sea or in the mountains following an event that puts your life at risk. Only the costs billed by a company duly approved for these activities can be reimbursed.

Under no circumstances can we take the place of local emergency relief organizations.

EXPENSES FOR RESCUE ON TRAIL

Following covered sports travel, you are the victim of a ski accident on open and marked trails. We cover the costs of sledding from the place of the accident to the bottom of the trails or to the rescue centre closest to the place of the accident. When the emergency services cannot reach the scene of the accident, the cost of a helicopter or any other means is also covered. This cover is granted within the limit of the amounts indicated in the Table of Guarantees.

These costs are covered insofar as we are informed before the end of your covered sports trip at a ski resort, and/or within the 48 hours following the intervention of the emergency services.

➤ *Expense for return to the resort*

If you are transported to a hospital centre and your hospitalization is not deemed necessary, we agree, if there is no medical transport, to cover the transport costs. We also organize the delivery of medicines. Charges for medications are your responsibility. The guarantee is implemented in France subject to local availability.

LEGAL ASSISTANCE

During a covered sports trip outside your country of residence, you are the subject of prosecution, imprisonment for non-compliance or involuntary violation of local laws and regulations.

We advance the bail required by the local authorities to allow your provisional release, up to the amount indicated in the Table of Guarantees.

This advance must be reimbursed within one month following presentation of our request for reimbursement. If the bail is refunded to you before the end of this period by the authorities of the country, it must be returned to us immediately.

We can reimburse you, up to the amount indicated in the Table of Guarantees, the fees of legal representatives upon whom you may have to freely call if action is brought against you, provided that the alleged acts are not punishable under criminal sanctions according to the legislation of the country.

This guarantee does not apply for acts related to your professional activity or the custody of a motorized land vehicle.

WHAT WE EXCLUDE

We do not become involved under the following circumstances:

- Travel taken for the purpose of diagnosis and/or treatment,
- Medical and hospitalization expenses in the country of residence,
- Drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary mutilation of the Insured,
- Ailments or benign injuries which can be treated on site and/or which do not prevent the Beneficiary/Insured from continuing his trip,
- The conditions of pregnancy, unless there are unforeseeable complications and, in all cases, the conditions of pregnancy beyond the 36th week, abortion, the consequences of childbirth,
- Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,
- Illness diagnosed previously that have resulted in hospitalisation in the 6 months preceding the date of departure on the trip,
- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- Prosthesis costs: optical, dental, acoustic, functional, etc.
- The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin, unless otherwise specified in the guarantee.
- The costs of spa treatment, cosmetic treatment, vaccination and the associated costs,
- Stays in a nursing home and the associated costs,
- Rehabilitation, physiotherapy, chiropractic and related expenses,
- Expected hospitalizations.

INDIVIDUAL ACCIDENT

The "Individual accidents" cover is limited to only insured persons residing in Mainland France who have privately reserved a trip or stay with an approved organization (Tour operator or travel agency).

These guarantees are granted under the conditions and limits hereafter.

THE CONTRACT

DEFINITION OF GENERAL INSURANCE TERMS

Us

The insurer with which you have taken out the GROUPAMA D'OC contract 14 Rue Vidailhan - CS 93 131 31 131 BALMA

Insured

Any natural person domiciled in mainland France or the overseas departments who has taken out this "annual subscription" insurance policy.

OTHER DEFINITIONS

Insurance year

Period between two consecutive annual payment due dates.

If the annual due date does not coincide with the anniversary date of the effective date of the contract, the first insurance year is the period between the effective date of the contract and the following annual due date.

Spouse

Your spouse from whom you are not legally separated or your common-law partner when he/she resides with you, or any person who has signed a PACS (Civil Solidarity Pact) with you.

Bodily harm

Any bodily harm suffered by a person.

Annual payment date

Date on which you agreed to pay your premium for cover for the coming year.

Insurance indemnity

Amount that we pay to compensate for the loss resulting from a covered event.

Claim

All the harmful consequences of an event leading to the application of one of the guarantees. Claims originating from the same event constitute one and the same claim.

DEFINITION OF TERMS SPECIFIC TO THE GUARANTEES OF YOUR CONTRACT

Accident

Any unintentional bodily harm by the insured resulting from a sudden, unforeseen event, external to the victim and constituting the cause of the harm.

Concours medical scale

Reference scale used to establish the degree of functional disability by which the insured is affected, apart from any professional consideration. It is published by the "Le Concours Médical" journal under the title "Barème indicatif d'évaluation des taux d'incapacité en droit commun" (Indicative scale for evaluation of the rate of disability under common law).

Deductible

Number of days during which we do not intervene.

Hospitalisation

Stay in a hospital establishment - public or private - necessitated by an accident.

POINT AGIRC indexing

Notwithstanding the General Provisions, the conditions of the contract are not indexed to the value of the AGIRC point.

Disability (permanent incapacity)

Physiological state in which the insured finds himself when, after stabilization of his state of health and consolidation of his injuries, his functional, physical or mental capacity is reduced.

Threshold of intervention

Percentage of disability indicated in the table of guarantee amounts and deductibles, on which the disability benefits paid are based.

Liability rate

Rate set for all benefits in kind paid under compulsory health insurance: either, by an agreement, for the health professionals accepting the contractual rate (contractual rate), or else by a regulatory act for health professionals not accepting the contractual rate (authority rate), or by regulatory act for any other service (medical supplies, pharmaceuticals or hospital costs, etc.). This rate serves as a basis for reimbursement to compulsory health insurance funds.

GENERAL EXCLUSIONS OF YOUR CONTRACT

However, regardless of the cover chosen, we never insure the consequences:

- Of illnesses and accidents for which the first medical observation is made prior to the subscription and which are expressly mentioned in the personal conditions, except for the Death cover;
- Of worsening due to late treatment attributable to your negligence or your intentional failure to comply with the doctor's prescriptions;
- Of treatments or surgical interventions for aesthetic purposes which are not the consequence of an event covered by the contract;
- Of treatments or surgical interventions for the purpose of rejuvenation; of your fault, if it is intentional;
- Of a state of alcoholic intoxication characterized by a blood alcohol level equal to or greater than that set by the French regulations relative to automobile operation in effect on the day of the event;
- Of the use of drugs or narcotics not prescribed medically; of a suicide attempt or voluntary mutilation;
- Of civil or foreign war, your active participation in riots, acts of terrorism, insurrections, popular movements, brawls (except in the case of self-defence, assistance to a person in danger or performance of professional duty);
- Of the handling of war machines for which possession is illegal;
- Of your participation, amateur or professional, in a bet, challenge, record attempt;
- Of your participation as a competitor in competitions and their trials requiring the use of a motor vehicle (land, sea, air);
- Of the practice of any sport on a professional basis (except accidents resulting from: the practice of a combat sport; caving, mountaineering (aid climbing and long races));

The following are also excluded:

- All illnesses; surgical operations, freezing, congestion, sunstroke; injuries caused by X-rays, radium and its compounds and derivatives, except if they result for the person treated from a faulty operation or from a mishandling of instruments or are the consequence of treatment undergone by the insured following an accident covered by this contract.

LIMITS OF GUARANTEES

The limits of our guarantees are indicated in the table of guarantee amounts and deductibles.

TERRITORIALITY

The death guarantee is granted worldwide.

Disability cover is granted in continental France, Overseas Departments and Territories, New Caledonia and Southern Territories, French Antarctic, Principalities of Andorra and Monaco and worldwide for stays or trips not exceeding 3 consecutive months.

THE GUARANTEES

DISABILITY

PURPOSE OF THE GUARANTEE

We cover:

The payment of a benefit in the event of total or partial disability resulting from an accident occurring during a trip reserved with an approved organization (Tour operator or travel agency)

AMOUNT OF THE GUARANTEE

The amount of capital is indicated in the Table of Guarantee amounts. It is reduced by half when the insured (victim) is over age 70. If several insureds are victims of the same accident, the death and permanent disability guarantees are limited to the sum of 1,500,000 €, regardless of the number of victims, being specified that the limit per person and per guarantee cannot exceed that stated in the Table of Guarantee Amounts.

Each of the indemnities would be reduced according to the ratio existing between the sum of 1,500,000 € and the total of the indemnities which could be due to the victims without this limit.

CAPITAL ALLOCATION CRITERIA

The doctor, appointed by us, determines the insured's disability rate by referring to the scale of the Concours Médical. This rate is estimated, if necessary, taking into account existing disabilities (i.e., based on the remaining capacity of the insured at the time of the accident) after consolidation of the injuries.

This rate cannot exceed 100%.

In the event of disagreement, the provisions of paragraph 3.2 "Assessment" of the section "Our intervention in the event of a claim" of the General Provisions are applied.

Disabilities for which the rate is below the threshold of intervention do not give rise to the payment of any compensation.

CONDITIONS OF COMPENSATION

Adult: the benefit is paid to the insured;

Children: the benefit is paid to the legal representatives of the insured in the case of a child under age 18.

EFFECTIVE DATE OF THE GUARANTEE

The guarantee takes effect on the date appearing in your Personal Conditions.

It is valid for the duration of the "trip" and/or "stay".

STAYS ABROAD

The cover is applicable worldwide for stays or trips not exceeding three consecutive months.

If the accident causing the disability occurs abroad (excluding mainland France, overseas departments and territories, New Caledonia, Southern Territories, French Antarctic, principalities of Andorra and Monaco), the benefit is acquired on the condition that recognition and estimation of the insured's degree of disability are done in France.

DEATH

PURPOSE OF THE GUARANTEE

We cover

Payment, to the beneficiary(ies), of a benefit in case of the death of the insured following an accident occurring during a trip reserved with an approved organization (tour operator or travel agency)

AMOUNT OF THE GUARANTEE

The amount of capital is indicated in the Table of Guarantee amounts. It is reduced by half when the insured (victim) is over age 70. If several insureds are victims of the same accident, the death and permanent disability guarantees are limited to the sum of 1,500,000 €, regardless of the number of victims, being specified that the limit per person and per guarantee cannot exceed that stated in the Table of Guarantee Amounts.

Each of the indemnities would be reduced according to the ratio existing between the sum of 1,500,000 € and the total of the indemnities which could be due to the victims without this limit.

CONDITIONS OF COMPENSATION

In the absence of any indication from you mentioned in your Personal Conditions, the benefit is paid in the following preferential order: to the surviving spouse from whom the deceased was not legally separated or divorced, or the person living in a conjugal relationship with you when he/she is domiciled with you, or any person who has signed a PACS (Civil Solidarity Pact) with you, or else to children born and to be born, alive or represented under the conditions defined by articles 751 and 752 of the Civil Code, or else to the heirs.

CUMULATIVE BENEFITS

In case of the death of the insured following an accident resulting in the payment of a Disability Capital benefit and if the death occurs within a period of one year from the day of the accident, we will pay the difference between the amount of compensation due in the event of death and amount of compensation already paid.

If the indemnity in case of death turns out to be less than that already paid for permanent disability, we agree not to claim the difference from the beneficiaries.

EFFECTIVE DATE OF THE GUARANTEE

The guarantee takes effect on the date appearing in your Personal Conditions.

It is valid for the duration of the "trip" and/or "stay".

STAYS ABROAD

The guarantee applies worldwide.

OUR INTERVENTION IN CASE OF A CLAIM

FORMALITIES AND TIME FRAMES TO BE RESPECTED

You must report the accident to ASSURINCO as soon as you become aware of it.

YOU MUST SEND US

In case of disability:

A certificate specifying the cause of the disability, the presumed date of consolidation of the injuries or stabilization of the state of health.

Determination of the rate of disability is subject to examination by a doctor appointed by us.

In case of death:

The beneficiary(ies) of the capital must provide, as soon as possible, with the request for payment:

- The insured's death certificate
- A legible copy of the family record book for each beneficiary
- Proof of the circumstances of the death

FAILURE TO COMPLY WITH THE DECLARATION DEADLINE

In the event of failure to comply with the deadline for reporting the claim and to the extent that we can establish that this results in prejudice for us, you lose the benefit of the guarantees of your contract for the claim concerned, unless it involves unforeseen circumstances or force majeure.

NON-COMPLIANCE WITH FORMALITIES

If you do not complete the formalities or do not respect the deadlines for providing the documents, we can seek damages from you in proportion to the damage resulting from this for us.

ASSESSMENT

Subject to our respective rights to take legal action, the amount of damages is set amicably.

You have the possibility of being assisted, at your expense, by an expert; if your expert and ours are not in agreement, they call upon a third expert and all three work together and decide by a majority of votes.

If one of the parties fails to designate an expert or if the two experts fail to agree on the choice of a third, the designation is made by the Presiding Judge at the Tribunal de Grande Instance at the domicile of the insured or at the place where the incident occurred.

Each of us pays the costs and fees of his expert and, if necessary, half of those of the third.

Regardless of the guarantee involved, except in case of objection justified by a case of force majeure, the insured cannot refuse to be examined by a doctor designated by us. He must also provide us with the information that we deem useful for the purpose of settling the claim.

Information of a medical nature, which must remain confidential, must be sent directly to our Medical Adviser, who, alone, becomes familiar with it and sends us the necessary instructions.

COMPENSATION

TIMEFRAME FOR PAYMENT OF COMPENSATION

From the time that we have agreed on the amount of compensation, it is paid within fifteen days. The fifteen-day period begins to run in the event of:

DISABILITY

From the time of observation of consolidation of the injuries or of stabilization of the state of health.

If, at the end of a period of one year from the date of declaration of the claim, consolidation has not occurred; we can make a partial payment to the insured, acquired in any event, after examination by a doctor designated by us;

DEATH

From the date of remittance of the death certificate by the beneficiaries;

LEGAL INFORMATION

The subscriber certifies that the answers making it possible to establish the contract are correct.

The subscriber's attention is drawn to the fact that any reluctance or intentional false declaration on his part results in invalidity of the contract (art. L113.8 of the Insurance Code), and that any omission or inaccurate declaration exposes him to incurring responsibility for a portion of the compensation (art. L113.9 of the Insurance Code).

Protection of personal data

Personal data concerning the insured entity (or concerning persons who are parties or concerned by the contract) are processed by the Insurer in compliance with the Data Protection Act of 6 January 1978 as amended. Processing of this data is necessary for establishment, management and execution of the contract, management of commercial and contractual relations, the fight against fraud, or the execution of legal, regulatory or administrative provisions in effect.

They are intended for its consultant and the services of the Insurer for each of his guarantees (Insurance, Banking and services) according to the purposes and provisions stated in the general conditions or information notice of his contract. This information is kept, at most, for the duration of the contractual relationship, and until expiry of the legal time limits.

You have the right to access, rectify, delete and object [to the use of] your information by writing to your Insurer (see address given in this document) or through our website www.groupama.fr

In accordance with regulations, we inform you that you can refuse to be the subject of commercial prospecting by telephone, by registering, free of charge, on the national opposition list to telephone canvassing (Bloctel); however, this registration does not prevent the use of your telephone numbers within the framework of our contractual relationship.

In the event of a complaint (disagreement, dissatisfaction) relating to your contract, you can contact your usual contact or the head office of your Regional Fund (whose contact details appear herein). If you are not satisfied with the response, your complaint can be sent to the "complaints" department of our Regional Fund (whose contact details appear herein). We agree to acknowledge receipt of your complaint within a maximum of 10 working days. It will be processed within two months at most. If not, you will be notified. Lastly, you can use Insurance Mediation, the contact details of which are available on the [groupama.fr](http://www.groupama.fr) site or from your usual contact. If you are not satisfied with the opinion issued by the Insurance Mediator, you may be able to take legal action.

CIVIL LIABILITY PRIVATE LIFE

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
On arrival at the destination	The day of the planned return from the trip (place of dispersal of the group)

The "Civil liability private life" cover is limited to only insured persons residing in Mainland France or the overseas departments who have privately reserved a trip or stay with an approved organization (Tour operator or travel agency). These guarantees are granted under the conditions and limits hereafter.

THE CONTRACT

THE PARTICIPANTS IN THE CONTRACT

Us

The insurer with which you have taken out the GROUPAMA D'OC contract 14 Rue Vidailhan - CS 93 131 - 31 131 BALMA

Insured

Any natural person domiciled in Mainland France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- Transport tickets
- An organized trip (cruise, circuit, "all-inclusive" stay, ...)
- And the duration of which does not exceed twelve consecutive months.

THE TERMS OF INSURANCE

Accident

Any sudden, unforeseen event external to the victim or to the damaged property and constituting the cause of the damage.

Others

Any natural person or legal entity other than the insured or the subscriber.

Beneficiary

Person benefiting from services not offered on a personal basis, but because of his relationship with the insured.

Bodily harm

Any bodily harm (injury, death) suffered by a person

Consequential losses

Any damage resulting from the deprivation of use of a right, from the interruption of a service rendered by a person or property, or from the loss of profit.

Property damage

Any damage or disappearance of property, as well as any harm endured by a domestic animal;

State of alcoholic intoxication

Blood alcohol level from which the offences specified in articles L 234-1 and R 234-1 of the Driving Code or by equivalent texts of legislation abroad are applicable.

Deductible

The portion of the loss payable by you in the settlement of a claim.

Civil liability for tort and gross negligence

Obligation to cover the consequences of damage caused to others by the insured or by persons for whom he is responsible or by the things in his custody.

Threshold of intervention

For Criminal Defence and Recourse following an accident: Amount at stake above which we intervene. As plaintiff or defendant, we intervene amicably and/or for litigation when the principal amount of interest at stake is at least equal to the threshold of intervention set in the table of guarantee amounts and deductibles.

This threshold does not apply in matters of criminal defence.

Claim

All the harmful consequences of an event leading to the application of one of the guarantees specified in the contract. Claims originating from the same event constitute a single claim.

A liability claim is any loss or set of losses caused to third parties, engaging the liability of the insured, resulting from a harmful event and having resulted in one or more claims. The harmful event is that which causes the harm. A set of harmful events having the same technical cause is assimilated to a single harmful event.

This definition does not concern the Criminal Defence and Recourse guarantees following an accident.

Subrogation

When we have compensated you following a loss, we replace you in your rights and actions against the party responsible for your harm, to obtain reimbursement of the sums that we have paid to you.

Third party

Anyone other than the insured.

TERRITORIALITY

The Civil Liability guarantee is extended to the whole world for stays of a duration less than or equal to 12 months, with the understanding that the duration of the stay corresponds to that authorized by the legislation of the country concerned.

It is reminded that the applicable regulations correspond to the legislation of the country in which the damage occurred, within the limits of the Civil

liability private life cover provided for in your contract.

LIMITS OF GUARANTEES

The limits of your guarantees are indicated in the table of guarantee amounts and deductibles and in your enrolment form.

GENERAL EXCLUSIONS OF YOUR CONTRACT

You have decided on the extent of your protection by choosing the guarantees that best meet your needs.

However, regardless of the cover chosen, we never insure:

- The consequences of the fault of the insured, whether it is intentional or fraudulent (however, this exclusion does not apply to damage caused to others by persons for whom the insured is civilly liable);
- The consequences of war;
- Liability for claims related to incidents due or related, directly or indirectly, to asbestos or any other material containing asbestos in any quantity whatsoever;
- Damage and aggravation of damage caused by:
- Weapons and/or devices intended to explode by modifying the structure of an atomic nucleus,
- Any nuclear fuel, radioactive product or waste, or any other source of ionizing radiation if the damage or aggravation of damage:
 - directly affects a nuclear installation,
 - engages the exclusive liability of an operator of a nuclear installation,
 - originates in the supply of goods or services concerning a nuclear installation, except if it results from attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the Criminal Code, within the limits and conditions set in the contract,
- any source of ionizing radiation used or intended for use outside a nuclear installation and for which the insured, or any person for whom he is responsible, has ownership, custody or use, or for which he may be held responsible due to the design, manufacture or packaging, except if they result from attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the Criminal Code, within the limits and conditions set in the contract.

However, this last paragraph does not apply to damage or aggravation of damage caused by sources of ionizing radiation used or intended for use in France, outside a nuclear installation, for industrial or commercial purposes, when the nuclear activity:

- Implements radioactive substances that do not involve a system of authorization within the framework of the nomenclature of Installations Classified for Protection of the Environment (article R 511-9 of the Environment Code),
- Also does not fall under a system of authorization under the regulations relative to the prevention of health risks linked to the environment and to work (article R 1333-23 of the Public Health Code);
- Payment of fines;
- The consequences of the insured's participation in a bet;
- The transport of explosives.

In addition to these general exclusions, there are specific exclusions that appear in each of the guarantees.

YOUR GUARANTEES

DAMAGE THAT YOU CAUSE TO OTHERS: CIVIL LIABILITY PRIVATE LIFE

By insured we mean:

Any natural person domiciled in Mainland France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- Transport tickets,
- An organized trip (cruise, circuit, "all-inclusive" stay, ...)
- And the duration of which does not exceed twelve consecutive months.

WE COVER

The financial consequences of civil liability for tort or gross negligence that the insured may incur in the course of his private life, due to:

- Bodily harm
- Property damage
- Consequential losses which are directly consecutive to covered bodily harm or property damage, caused to others and resulting:
 - From an accident,
 - From a fire, an explosion, an implosion or water damage, occurring outside the buildings of which the insured is the owner, a tenant or an occupant;

THE FINANCIAL CONSEQUENCES OF THE CIVIL LIABILITY OF THE INSURED

- For damage caused by his children of minor age or any other person for whom the insured could be held civilly liable:
 - Who drive without their knowledge, possibly without a licence, a motorized land vehicle of which the insured is not the owner.
This guarantee only applies if there is no involvement of the contract covering the vehicle;
 - Who drive a ride-on toy whose speed does not exceed 6 km/hour,
- For damage caused by children of minor age of whom the insured has custody without compensation, being specified that the personal liability of these minors is not covered;
- For any theft committed to the prejudice of others by a person for whom the insured is responsible. However, this extension is only acquired if a complaint has been filed;
- For damage caused by pets belonging to him.

WE DO NOT COVER

In addition to the general exclusions of your contract defined above, the financial consequences of the insured's liability resulting from:

- Participation in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious acts, brawls (except in the case of self-defence);
- The practice of hunting, air sports, any sports on a professional basis or their trials;
- The practice of a sport, when the liability of the insured is covered by an insurance contract attached to a licence issued by an official federation;
- The breach of dams and dikes;
- The manufacture of explosives of any kind;
- Academic support and babysitting provided within the framework of an association or a specialized organization;
- Damage caused by:
 - Any land vehicle subject to compulsory insurance, subject to the provisions of "civil liability following a sale", "driving without knowledge by an under-age child" and "driving a ride-on toy",
 - Any air navigation device,
 - Any sailboat (excluding windsurfers and boats powered exclusively by human energy) or any motor boat or nautical vehicle, of which the insured has ownership, custody or control;
 - Buildings of which the insured is the owner, tenant or occupant in any capacity;

- **Damage suffered by:**
 - Any land vehicle subject to compulsory insurance;
 - Any air navigation device,
 - Any sailboat (including windsurfers and boats powered exclusively by human energy) or any motor boat or nautical vehicle, of which the insured has ownership, custody or control;
 - Goods, products or animals sold;
 - Ride-on toys;
- Property damage and consequential losses suffered by the insured, as well as damage suffered by goods, objects or animals, of which the insured has ownership, custody or use, subject to the provisions "damage suffered by movable property, for domestic use, rented";
- **Non-consecutive consequential losses resulting:**
 - From abusive use of a licence or a patent,
 - From infringement of industrial property rights, literary and artistic property.
 - In the United States of America and Canada: punitive or exemplary damages.

It is specified that for all claims occurring in the USA or CANADA, the costs of expert's fees, lawyers, legal fees and trial fees, are included in the amount of guarantees indicated in the contract and subject to application of the deductible.

PROVISIONS APPLICABLE IN THE EVENT OF ACTION INVOLVING THE LIABILITY OF THE INSURED

In the event of legal action involving a person whose liability is insured under this contract and within the limits of it: Before the civil, commercial or administrative courts:

- When the lawsuit concerns application of a civil liability guarantee of this contract, or
- When, in a lawsuit brought by the insured, a counter-claim is presented for facts and damage that may involve one of these guarantees, we handle the defence of the insured, direct the trial and are free to exercise the avenues of recourse;

Before the criminal courts when civil interests concerning a Civil Liability guarantee are at stake and the victim(s) have not been compensated, we have the right to lead the defence of the insured or to join it and, on behalf of the civilly liable insured, to exercise the avenues of recourse.

However, we can only exercise the remedies with the agreement of the insured, if he has been summoned as a defendant, with the exception of appeal to the Court of Cassation when it is limited to civil interests.

However, we can exercise the avenues of recourse without the consent of the insured in the event of a summons for homicide or unintentional injury and if we were involved in the trial.

We alone have the right to negotiate with injured parties or their beneficiaries. The insured grants all powers for this purpose.

No acknowledgement of responsibility or settlement occurring without our agreement shall be enforceable against us.

However, recognition of a material fact or the mere fact of an act of assistance that everyone has a legal or moral duty to perform is not considered an acknowledgment of responsibility.

When a settlement has taken place, it can be contested before the judge by the party on whose behalf it was done, without calling into question the amount of the sums allocated to the victim or his beneficiaries.

EXTENT OF THE GUARANTEE OVER TIME

The guarantee is triggered by the harmful event, it covers the insured against the pecuniary consequences of claims, as long as the harmful event occurs between the initial effective date of the guarantee and its termination or expiration, regardless of the date of the other elements constituting the claim.

DEFENCE OF YOUR INTERESTS

Provisions common to Criminal Defence and Recourse guarantees following an accident

BY INSURED WE MEAN

Any natural person domiciled in Mainland France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- Transport tickets
- An organized trip (cruise, circuit, "all-inclusive" stay, ...)
- And the duration of which does not exceed twelve consecutive months

PURPOSE OF THE GUARANTEE

In the event of a dispute between the insured and a third party, our service may consist of legal advice, amicable assistance, the cover of costs and fees incurred in the context of legal proceedings, up to the amounts indicated in the table of guarantee amounts and deductibles.

In order to prevent litigation, the insured benefits from a service to provide legal information by telephone. A team of specialized lawyers responds to any legal request.

FROM AN AMICABLE STANDPOINT

Legal consultation

As part of a personalized service and in view of the elements that the insured provides to us, we explain to him, either orally or in writing, the legal rules applicable to his case and we give him an opinion and/or advice on how to proceed.

Assistance with amicable procedures

After a complete study of the insured's situation, we intervene directly with his opposing party, in order to seek a negotiated outcome in accordance with his interests.

When assistance from an outside contributor is necessary (in particular when the insured's opponent is himself represented by a lawyer), we cover the costs and fees of the latter within the limit of the budget for amicable procedures indicated in table of guarantee amounts and deductibles.

The insured gives us a mandate to proceed with any process or operation intended to amicably put an end to the declared and covered dispute.

FROM A JUDICIAL STANDPOINT

When the dispute is or must be brought before a commission or a court, we cover the costs and fees incurred in the context of the procedure, within the limit of the judicial budget indicated in the table of guarantee amounts and deductibles.

FORMALITIES TO BE COMPLETED IN THE EVENT OF A DISPUTE

The insured must send any claim in writing to ASSURINCO.

Except in case of unforeseen circumstances or force majeure, any loss likely to fall within the scope of this cover must be declared within 30 working days, from the moment when the insured becomes aware of it or from the refusal of a claim of which he is the author or the recipient, under penalty of forfeiture of guarantee if it is established that this delay causes us harm.

For any declaration, the insured must mention the references of his contract and communicate all information, documents and supporting documents necessary to defend his interests or to establish the materiality or the existence of the dispute.

We do not cover the costs and fees generated or paid prior to the declaration as well as those corresponding to services or procedural acts carried out before the declaration, unless the insured can justify an urgency for having incurred them.

ARBITRATION

In the event of disagreement between the insured and us on the measures to be taken to settle the declared dispute:

- The insured has the option of freely designating a third party, provided:
 - That this person is authorized to give legal advice and is in no way involved in the possible continuation of the case,
 - That we are informed of this designation.

We cover the fees of the third party, freely designated by you, within the limit of the amount appearing in the table of guarantee amounts and deductibles;

- In accordance with article L 127-4 of the Insurance Code, this disagreement may be submitted for the assessment of a third person designated by mutual agreement with us or, failing that, by the Presiding Judge of the Tribunal de Grande Instance ruling in the form of summary proceedings.

The costs incurred for implementation of this option are our responsibility unless the court to which the matter is referred decides otherwise.

If the insured initiates, at his expense, a contentious procedure and obtains a more favourable solution than that which we propose to him or that proposed by the arbitrator, we reimburse the costs incurred for the exercise of this action, within the limit of the guarantee.

CHOICE OF LAWYER AND MANAGEMENT OF THE TRIAL

The insured has the free choice of a lawyer or any person qualified by the laws or regulations in effect to defend, represent or serve his interests in the circumstances provided for in article L 127-1 of the Insurance Code.

If the insured does not know a defender, we can make one available to him, subject to obtaining a written request from him.

With his defence counsel, the insured controls the procedure.

The free choice of counsel is also exercised whenever a conflict of interest arises, i.e., the impossibility for us to manage, independently, a dispute between, for example, two insureds.

It is specified that the costs and fees of the lawyer chosen by the insured are covered within the limit of the amounts provided for in the table of guarantee amounts and deductibles and the scale attached thereto.

MANAGEMENT OF CLAIMS

In order to guarantee you the best quality of services, the management of your legal protection claims is carried out by a service separate from those which manage the other branches of insurance.

The address of this service will be given to you by your ASSURINCO representative when you first request the benefit of the guarantee.

THE FOLLOWING ARE NEVER COVERED

- Travel expenses and corresponding vacations, when the lawyer has to travel outside the jurisdiction of the Court of Appeal in which his Bar is located;
- The costs and fees of the instructing counsel;
- Convictions, fines, notably criminal fines, costs and expenses incurred by the opposing party:
 - That the Court considers it fair to place under the responsibility of the insured if he is convicted,
 - Or those that the insured has agreed to incur within the framework of an amicable settlement, during or at the end of legal proceedings;
- Bail bonds as well as deposits as a civil party;
- Investigation costs and fees to identify or find the insured's opponent or find out the value of his assets;
- Additional fees that may be claimed depending on the result obtained or the service provided.

COMMON EXCLUSIONS

In addition to the general exclusions of your contract, the guarantee can never be granted for disputes:

- Opposing the insured:
 - Against us, regardless of the contract concerned,
 - Or against any other person defined as insured by this contract,
 - Against the customs administration,
 - Against the tax authorities (unless mentioned in your personal conditions);
- Resulting from facts prior to the effective date of cover and of which the insured had to be aware;
- Based on non-payment by the insured debtor of sums for which the amount or the due nature are not seriously questionable;
- Linked to membership in a political party or a professional trade union;
- Relating to personal and family law;
- Relating to estates (unless mentioned in your personal conditions);
- Relating to labour law (unless mentioned in your personal conditions);
- Relating to the professional life of the insured;
- Relative to participation of the insured in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious acts, brawls (except in the case of self-defence);
- Following an accident related to any sports on a professional basis or their trials;
- Resulting from work of a real estate nature such as construction, restoration or rehabilitation, interior or exterior, requiring a prior declaration or a building permit.

DEFENCE OF YOUR INTERESTS/ Criminal defence and recourse following an accident

WE COVER

The assumption, within the limit of the guarantee amount appearing in the table of guarantee amounts and deductibles, of the costs related to the exercise of any amicable or judicial intervention before any court, for the purpose:

- of defending the insured if he is the subject of criminal action following an event covered by the contract,
- of obtaining compensation for the harm endured by the insured, in his private life, as a result of bodily harm, property damage and consecutive consequential losses, in the event of an accident involving the liability of a person not having the status of insured.

OUR INTERVENTION IN CASE OF A CLAIM

FORMALITIES AND TIME FRAMES TO BE RESPECTED

In the event of a claim, you must notify ASSURINCO -122 QUAI DE TOUNIS - BP 90932 6 - 31009 TOULOUSE - tel: 05.34.45.31.51 – Fax: 05.61.12.23.08 – email: sinistre@assurinco.com

Tell us:

- The nature of the loss,
- The circumstances under which it occurred,
- The known or presumed causes or consequences,
- The nature and approximate amount of the damage,
- The name of the people involved as well as the name of their insurer and of any witnesses;
 - Send us, within 20 days (except in cases of force majeure), an estimated statement, certified true and signed, of the damaged or stolen insured objects
 - Send us, within 48 hours of receipt, all notices, letters, notices to appear, summonses or subpoenas, extrajudicial documents or procedural documents which are sent or notified to you or your employees concerning the incident.

FAILURE TO COMPLY WITH THE DECLARATION DEADLINE

In the event of failure to comply with the deadline for reporting the claim and to the extent that we can establish that this results in prejudice for us, you lose the benefit of the guarantees of your contract for the claim concerned, unless it involves unforeseen circumstances or force majeure.

FAILURE TO COMPLY WITH THE FORMALITIES AND DEADLINE FOR SUBMITTING DOCUMENTS

If you do not complete the formalities or do not respect the deadlines for providing the documents, we can seek damages from you in proportion to the damage resulting from this for us.

FALSE DECLARATIONS

In the event of false declarations made knowingly about the nature, causes, circumstances or consequences of a claim, you lose the benefit of the guarantees of your contract for this claim.

MULTIPLE INSURANCE POLICIES

In the event of a claim covered by several insurance policies, you can obtain compensation for your losses by contacting the insurer of your choice, regardless of the date that which the insurance policy was subscribed.

You must, in this case, tell us the name of the insurers concerned and the amount of sums insured with them.

However, the guarantees in your contract only take effect within the limits set in the table of guarantee amounts and deductibles and in your personal conditions.

When several insurance policies against the same risk are subscribed fraudulently or with the intention of deceiving us, we can invoke invalidity of the contract and claim damages.

COMPENSATION

The guarantees are granted within the limit of the amounts indicated in the table of guarantee amounts and deductibles.

CIVIL LIABILITY

We proceed on your behalf with payment of compensation due to the third party.

TERMS OF APPLICATION OF THE GUARANTEE AMOUNTS

DETERMINATION OF SUMS INSURED

The guarantee is granted either per claim or per insurance year, regardless of the number of claims, up to the amounts and subject to the deductibles indicated in the table of guarantee amounts and deductibles.

The costs of lawsuits, discharge and other settlement costs will not be deducted from the amount of the guarantee. However, in the event of a conviction exceeding this amount, they will be the responsibility of the Company and of the insured in the proportion of their respective shares in the conviction.

PROVISIONS RELATIVE TO GUARANTEES SET PER CLAIM

In all cases where a guarantee is granted up to an amount set per claim, it is exercised for all claims relating to a loss or all losses resulting from a harmful event or a set of harmful events having the same technical cause.

The amount retained is that applicable on the date of the harmful event (or of the first harmful event for a set of harmful events having the same technical cause).

It is then automatically reduced by compensation paid or due until it is exhausted.

PROVISIONS RELATIVE TO GUARANTEES SET PER INSURANCE YEAR

In all cases where a guarantee is granted up to a fixed amount per insurance year, it is exercised for all the harmful events occurring during the same insurance year, regardless of the date of the other elements constituting the claim.

When the same harmful event (or set of harmful events having the same technical cause) gives rise to one or more losses for which one or more claims are filed, they are attached to the insurance year of the occurrence of the harmful event (or the first harmful event for a set of harmful events having the same technical cause) and constitute one and the same claim. The amount set per insurance year is, therefore, automatically reduced regardless of the number, nature and origin of claims, compensation paid or due for the same insurance year until this amount is exhausted.

The amount set per insurance year constitutes the absolute limit of the insurer's commitments.

CRIMINAL DEFENSE AND RECOURSE FOLLOWING ACCIDENT

In addition to the steps we take, the compensation includes the payment of costs and fees required to defend your interests (experts, lawyers, etc.).

LEGAL INFORMATION

The Insured certifies that the answers making it possible to establish the contract are correct.

The insured's attention is drawn to the fact that any reluctance or intentional false declaration on his part results in invalidity of the contract (art. L113.8 of the Insurance Code), and that any omission or inaccurate declaration exposes him to incurring responsibility for a portion of the compensation (art. L113.9 of the Insurance Code).

Protection of personal data

Personal data concerning the insured entity (or concerning persons who are parties or concerned by the contract) are processed by the Insurer in compliance with the Data Protection Act of 6 January 1978 as amended. Processing of this data is necessary for establishment, management and execution of the contract, management of commercial and contractual relations, the fight against fraud, or the execution of legal, regulatory or administrative provisions in effect.

They are intended for its consultant and the services of the Insurer for each of his guarantees (Insurance, Banking and services) according to the purposes and provisions stated in the general conditions or information notice of his contract.

This information is kept, at most, for the duration of the contractual relationship, and until expiry of the legal time limits.

You have the right to access, rectify, delete and object [to the use of] your information by writing to your Insurer (see address given in this document) or through our website www.groupama.fr

In accordance with regulations, we inform you that you can refuse to be the subject of commercial prospecting by telephone, by registering, free of charge, on the national opposition list to telephone canvassing (Bloctel); however, this registration does not prevent the use of your telephone numbers within the framework of our contractual relationship.

In the event of a complaint (disagreement, dissatisfaction) relating to your contract, you can contact your usual contact or the head office of your Regional Fund (whose contact details appear herein). If you are not satisfied with the response, your complaint can be sent to the "complaints" department of our Regional Fund (whose contact details appear herein). We agree to acknowledge receipt of your complaint within a maximum of 10 working days. It will be processed within two months at most. If not, you will be notified. Lastly, you can use Insurance Mediation, the contact details of which are available on the groupama.fr site or from your usual contact. If you are not satisfied with the opinion issued by the Insurance Mediator, you may be able to take legal action.

FRAMEWORK OF THE CONTRACT

EFFECTIVE DATE AND DURATION OF GUARANTEES

The duration of validity of all the guarantees corresponds to the dates indicated on the invoice issued by the sports organization, with a maximum duration of 90 consecutive days.

The Cancellation guarantee takes effect on the date of purchase from the sports organization. The guarantee ceases on the day of departure, indicated on the invoice issued by the sports organization.

The other guarantees take effect at midnight on the day of the beginning of the stay and expire at the end of the sports stay as indicated on the invoice issued by the sports organization.

WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The guarantees and/or the benefits subscribed under this contract apply worldwide.

EXCLUSIONS COMMON TO ALL RISKS

The following are excluded:

- Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- Expenses for dining, hotel, except those specified in the description of guarantees,
- Damage intentionally caused by the Insured and that resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- The amount of convictions and their consequences,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- Expenses incurred after the return trip or expiration of the guarantee,
- Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or constraints by the public authorities,
- Use by the Insured of air navigation devices,
- The use of war devices, explosives and firearms,
- Damage resulting from wilful or intentional misconduct by the Insured in accordance with article L.113-1 of the Insurance Code,
- Suicide and attempted suicide,
- Epidemics and pandemics (unless otherwise stipulated in the guarantee), pollution, natural disaster,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of devices and the radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen event or force majeure, as well as their consequences.

WHAT ARE THE APPLICABLE LIMITS IN CASE OF FORCE MAJEURE?

We cannot be held responsible for failures in execution of the Assistance services resulting from cases of force majeure or the following events: civil or foreign wars, known political instability, popular movements, riots, acts of terrorism, reprisals, restriction of the free movement of people and goods, strikes, explosions, natural disasters, disintegration of an atomic nucleus, or delays in the performance of services resulting from the same causes.

FALSE DECLARATIONS

When they change the subject of the risk or reduce our opinion of it:

- Any reluctance or intentionally false declaration on your part will void the contract. We will retain any premiums paid and we will be entitled to demand payment of the premiums due, as provided for in article L 113.8 of the Insurance Code.
- Any omission or inaccurate declaration on your part for which bad faith is not established results the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in indemnities of the Insurance Code, as indicated in article L 113.9.

HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.45.16.43.95 or by writing to voyage@mutuaide.fr for the Assistance guarantees.

MUTUAIDE
SERVICE QUALITE CLIENTS
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most. If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09

COLLECTION OF DATA

The Insured acknowledges being informed that the Insurer processes his personal data in accordance with regulations relative to the protection of personal data in effect and that, moreover:

- The answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction of indemnities (article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for acceptance and execution of its contract and its guarantees, for the management of commercial and contractual relationships, and for the execution of legal, regulatory or administrative provisions in effect.
- The data collected and processed is kept for the period necessary for execution of the contract or the legal obligation. This data is then archived in accordance with the durations specified by the provisions relative to time limits;
- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and re-insurers, within the framework of their duties.

It can also be sent, if necessary, to professional bodies as well as to all persons involved in the contract such as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators.

Information concerning him may also be transmitted to the Underwriter, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorized to receive it as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control);

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such, it monitors contracts, which may result in the drafting of a declaration of suspicion or a measure of freezing of assets. The data and documents concerning the Insured are kept for a period of five (5) years from the end of the contract or termination of the relationship;

- His personal information will also be able to be used within the framework of processing to fight against insurance fraud, which may lead, if applicable, to placement on a list of persons presenting a risk of fraud. This registration may have the effect of extending examination of his case, or even the reduction or refusal of the benefit of a right, benefit, contract or service offered.

In this context, personal data concerning him (or concerning persons or parties who are interested in the contract may be processed by any authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials, legal officers; third-party organizations authorized by a legal provision and, if applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert is relevant. In the event of a relevant alert, the data is kept for up to five (5) years following closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

For people registered on a list of suspected fraudsters, their data is deleted after 5 years from the date of placement on this list;

- In its capacity as Insurer, it is founded in carrying out the processing of data relative to violations, condemnations and measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of managing legal action;
- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers;
- Personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union;

- By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when it is no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the contract or when he consented to the use of this data. He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death. These rights can be exercised with the Insurer's Data Protection Representative:
by email: to the address DRPO@MUTUAIDE.fr
or
by postal mail: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

After having made a request to the Data Protection Representative without having received satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'informatique et des Libertés).

MULTIPLE INSURANCE POLICIES

In accordance with the provisions of Article L 121-4 of the Insurance Code, when several insurance policies are subscribed without fraud, each of them produces its effects within the limits of the guarantees of the contract, and in compliance with the provisions of Article L 121-1 of the Insurance Code.

SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Beneficiary, against any person responsible for the facts which justified its involvement. When the services provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or this institution.

TIME LIMIT

In application of article L 114-1 of the Insurance Code, any action resulting from this contract is time-barred two years after the event giving rise to it. This period is extended to ten years for death guarantees, with the actions of beneficiaries being time-barred, at the latest, thirty years after this event.

However, this period does not run:

- In the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;
- In the event of a claim, from the day that the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is due to the recourse of a third party, this time limit only starts from the day that this third party brought legal action against the Insured or was indemnified by this latter party.

This time limit may be interrupted, in accordance with article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- Recognition by the debtor of the right of the party against whom the time limit was reached (article 2240 of the Civil Code);
- A lawsuit, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the petitioner withdraws his request or allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- A precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

It is reminded that:

- Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.
- However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

To interrupt the time limit period for the whole debt, with regard to the other co-debtors, it is necessary to notify all the heirs of the deceased debtor or to recognize of all these heirs (article 2245 of the Civil Code).

Notification made to the principal debtor or his recognition interrupts the time limit against the guarantor (article 2246 of the Civil Code).

The time limit can also be interrupted by:

- The appointment of an adjuster following a claim;
- Sending a registered letter with acknowledgment of receipt (sent by the Insurer to the Insured regarding the action for payment of the contribution, and sent by the Insured to the Insurer regarding settlement of the claim).

EXERCISE OF THE RIGHT OF RETRACTION PROVIDED FOR IN ARTICLE L.112-10 OF THE INSURANCE CODE (HAMON LAW)

You are invited to verify that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by the new contract. If this is the case, you have the right, for a period of 14 calendar days after it has been established, to withdraw from this contract without costs or penalties, if all of the following conditions are met:

- You have subscribed this contract for non-professional purposes;
- This contract is in addition to the purchase of a good or service sold by a supplier;
- You justify that you are already covered for one of the risks guaranteed by this new contract;
- The contract you wish to retract is not fully executed;
- You have not declared any loss guaranteed by this contract.

In this situation, you can exercise your right to retract this contract by letter or any other durable medium sent to the insurer of the new contract, accompanied by a document demonstrating that you already benefit from a guarantee for one of the risks covered by the new contract. The insurer is required to reimburse you the premium paid, within 30 days of receiving your renunciation.

"I, the undersigned M residing at retract my contract no. subscribed with, in accordance with article L 112-10 of the Insurance Code. I certify that, as of the date that this letter is sent, I am not aware of any claim involving a guarantee under the contract."

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

WHAT LAW IS APPLICABLE TO THIS CONTRACT AND THE TERMS OF SETTLEMENT IN THE EVENT OF A DISPUTE?

This contract is governed exclusively by French law. Any dispute relating thereto, in the absence of amicable resolution, will fall under the exclusive jurisdiction of the French courts.

REGULATORY AUTHORITY

The Autorité de Contrôle Prudentiel et de Résolution – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

Assurinco Assurance Voyage

Subsidiary of Cabinet Chaubet Courtage - SARL de courtage en assurances (Limited Liability Insurance brokerage) with capital of 140 750 €

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