

INFORMATION NOTICE FOR COMPREHENSIVE POLICY NO. 9513

**HOW TO CONTACT OUR ASSISTANCE DEPARTMENT
MUTUAIDE ASSISTANCE**

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX
7 days a week – 24 hours a day

- **by telephone from France: 01.48.82.63.65**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by telephone from abroad: 33.1.48.82.63.65 preceded by the local code for access to the international network**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by fax: 01.45.16.63.92**
- **by email: voyage@mutuaide.fr**

So that we can assist you in the best possible conditions, remember to gather the following information before you place your call:

- Your policy number,
- Your last name and first name,
- Your home address,
- The country, city or locality you are in at the time of the call,
- Specify the exact address (number, street, hotel if applicable, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Assistance Department.

**HOW TO CONTACT OUR INSURANCE DEPARTMENT
GBC MONTAGNE – Service Assurance**

RESIDENCE LE GRAND CŒUR B
298 avenue Maréchal Leclerc – CS 80023 – 73704 Bourg-Saint-Maurice CEDEX

- **by telephone from France: 04.79.07.30.70**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by telephone from abroad: 33.4.79.07.30.70 preceded by the local code for access to the international network**
(Non-premium rate call, cost depending on operator, call likely to be recorded)

Remember to gather the following information that will be requested during your call:

- Your policy number,
- Your last name and first name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration.

During the first call, you will be provided with an insurance case number. Always mention this case number in all subsequent relations with our Insurance Department.

TABLE OF COVER

INSURANCE COVER	UPPER LIMIT
<p>1 / MEDICAL EXPENSES IN THE COUNTRY OF RESIDENCE (A)</p> <p>✓ Deductible (A1)</p> <p>2 / INTERRUPTION OF SPORTS ACTIVITIES (B)</p> <p>3/ DESTRUCTION, LOSS, THEFT OF PERSONAL SPORTS EQUIPMENT (C)</p>	<p>(A) €1,500 per person and per claim</p> <p>(A1) €30</p> <p>(B) Pro rata temporis / Maximum €300 per Insured Party and per event</p> <p>(C) €3,000 Maximum per year and per event</p> <p>Compensation in the form of a voucher</p>
ASSISTANCE COVER	UPPER LIMIT
<p>1 / REPATRIATION ASSISTANCE</p> <ul style="list-style-type: none"> - Repatriation or medical transport (A) - Repatriation of accompanying persons (B) - Medical expenses outside the country of residence (C) ✓ Deductible (C1) ✓ Dental expenses (C2) - Replacement driver (D) - Search or rescue costs (E) - Ski run rescue costs (F) 	<p>(A) Actual costs</p> <p>(B) Return transport ticket* + taxi costs</p> <p>(C) €10,000</p> <p>(C1) €30</p> <p>(C2) €300</p> <p>(D) Transport ticket * or Driver</p> <p>(E) €15,000</p> <p>(F) €15,000</p>

* first class train or economy class air travel

ARTICLE 1 – DEFINITIONS AND SCOPE

We, the Insurer

MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. Public limited company (*société anonyme*) with share capital of €15,180,660 – Company governed by the French Insurance Code – Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – Bobigny Trade and Companies Register no. 383 974 086 – VAT No. FR 31 383 974 086.

Covered Activities

Coverage applies only when practising any sporting activities privately, including kitesurfing and speed riding with the exception of:

-Participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence is issued as well as training for these competitions, *

* SPORT+ insurance comes in addition to the cover provided by the official licence, which is equivalent to a deductible

-Professional practice of any sport,

-Participation in competitions on board any aircraft, accidents resulting from your participation, even as an amateur, in the following sports: motorsport (regardless of the motor vehicle used, it being understood that electric bikes are covered), aerial sports (kitesurfing and speed riding being covered), hunting dangerous animals, skeleton, caving, including those with international, national or regional rankings, solo sailing and/or sailing more than 60 miles from the coast

Attack

Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is the subject of media coverage.

This “attack” must be recorded 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 one and the same coordinated action, this event will be considered one and the same event.

Luggage

Travel bags, suitcases, trunks and their contents, excluding the clothing items you wear.

Beneficiary

Natural person or group, **holder of the SPORT+card**, duly insured under this policy and hereinafter referred to as “you”.

These individuals must be resident in France, in the French overseas departments and territories (DOM-ROM COM) and sui generis local authorities or in Europe

Injury

Sudden alteration of health resulting from the sudden action of an external cause which is unintentional on the part of the victim as determined by a competent medical authority

Natural disaster

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

COM

COM means the Overseas Authorities, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

Definition of personal assistance

Personal assistance includes all the benefits provided in the event of illness or injury to the insured persons during a covered trip.

Domicile/Home

For Assistance and Insurance cover, the principal and usual place of residence in France, in the French overseas departments and territories (DOM-ROM COM) and sui generis local authorities or in Europe is considered as domicile. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis local authorities

Guadeloupe, Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthelemy, New Caledonia.

DROM

DROM means the French Overseas Departments and Regions, i.e. Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

Duration of cover

The cover taken out by the Beneficiaries take effect on the date of issue indicated either on the card or in relation to the options chosen at the time of purchase of the card, and are valid for 12 months from the date of issue and may not be renewed automatically under any circumstances. The assistance services and insurance cover of the policy apply worldwide during any trip Abroad not exceeding 90 consecutive days

Abroad

Any country outside your home country.

Europe

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

Events covered under assistance

Illness or injury during a covered trip.

Events covered under insurance

- ✓ Medical expenses in the country of residence
- ✓ Interruption of sporting activity
- ✓ Destruction, loss, theft of personal sports equipment

Performance of services

The services covered by this agreement may only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, MUTUAIDE ASSISTANCE will not reimburse any expenses incurred by the Beneficiaries.

Deductible

Share of the loss for which the Beneficiary is responsible under the policy in the event of compensation following a loss. The deductible may be expressed in amount, percentage, day, hour or kilometre.

Group

All participants appearing on the same travel registration form.

Illness

Sudden and unpredictable alteration of health certified by a competent medical authority.

Maximum per event

In the event that the cover applies to several Insured Parties who are victims of the same event and insured under the same special 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 paid in proportion to the number of victims.

Family Members

Your legal or *de facto* spouse or any person linked to you by a Civil Union, your ascendants or descendants or those of your spouse, your father-in-law, mother-in-law, brothers, sisters, including the children of the spouse or cohabiting partner 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 contractually stipulated otherwise.

We organise

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

We take care of

We finance the service.

Invalidity

Any fraud, falsification, false statements or false testimony likely to invoke the cover provided for in the agreement shall nullify our commitments and result in forfeiture of the rights provided for in the said agreement.

Loss

Random event likely to trigger the cover under this policy.

Territoriality

Entire world.

ARTICLE 2 – DESCRIPTION OF INSURANCE COVER

1/ MEDICAL EXPENSES IN THE COUNTRY OF RESIDENCE

We cover reimbursement of medical, pharmaceutical and hospitalisation expenses incurred in France, including the hospital flat-rate charge, necessitated by an accident occurring during the practice of a covered activity, up to the maximum indicated in the Table of Cover Amounts.

The cover shall always apply in addition to compensation or benefits of the same kind covered by Social Security or by any other group protection scheme, including mutual schemes, or by an insurance policy similar to this one, without the Beneficiary being able to receive, in total, an amount greater than their actual outlays, and subject to the applicable laws and regulations in this area.

Therefore, we will not intervene if Social Security refuses to cover costs and/or treatment.

2/ INTERRUPTION OF SPORTS ACTIVITIES

We will reimburse you on a pro rata temporis basis, **up to the amounts indicated in the Table of Cover Amounts**, the costs of sports or leisure packages already paid and not used (**transport not included**), when you have to interrupt your participation in these activities for one of the following reasons:

- transport/repatriation as defined in these General Provisions,
- sports accident prohibiting, according to a medical doctor, the practice of the activity, and on presentation of a detailed medical certificate,
- the occurrence of one of the following exceptional weather events: storm, hurricane or cyclone preventing you from carrying out the activity planned during the stay, provided that the interruption of the activity exceeds 3 consecutive days.

Special case of mountain skiing: ski lift passes and ski lessons paid by you during your stay constitute a single activity package.

The compensation due shall be calculated on the basis of the number of days remaining from the day following the medical finding of temporary total incapacity to practise the covered activities.

The calculation of the compensation does not include administrative fees, visa fees, insurance fees or tips, as well as reimbursements or compensations granted by the organisation from which you purchased your activity package.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

You must provide us with:

- ✓ a statement describing the circumstances of the loss,
- ✓ the original invoice for covered activities
- ✓ a medical certificate confirming your temporary total incapacity to engage in the activities covered

Supporting documents should be sent to:

**GBC MONTAGNE - Service Assurance
RESIDENCE LE GRAND CŒUR B
298 AVENUE MARECHAL LECLERC
CS 80023
73704 BOURG ST MAURICE CEDEX**

2/ DESTRUCTION, LOSS OR THEFT OF PERSONAL SPORTS EQUIPMENT

We cover, **up to the amount indicated in the Table of Cover Amounts**, during its use, all equipment purchased in a partner store for the risks listed below, for a period of 12 months, from the validity of the SPORT+ card:

- the total or partial destruction suffered by the equipment during its use and during transport (serious traffic or air, rail or sea transport accident),
- loss of equipment related to an Accident occurring in the context of a covered activity,
- theft by burglary of the Beneficiary's home or vehicle

In both cases, our reimbursement cannot exceed the original purchase price of your personal sports equipment or the limit shown in the Table of Cover.

WHAT WE EXCLUDE

In addition to the exclusions common to all the cover, we may not intervene in the following circumstances:

- theft of property left unattended in a public place or stored in premises made available jointly to several persons,
- theft at the Beneficiary's home,
- destruction of equipment contained in the vehicle and its trunk,
- forgotten, lost (except by a transport company) or exchanged items,
- theft without forced entry duly ascertained and reported by an authority,
- theft committed by your staff during the performance of their duties,
- accidental damage due to the leaking of liquids, greasy, colouring or corrosive matter and contained in your luggage,
- the confiscation of property by customs or police authorities,
- damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,
- theft committed in a convertible, an estate car or other vehicle without a boot,
- collections, samples from sales representatives,
- breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,
- indirect damage such as depreciation and loss of use,
- damage resulting from an earthquake, volcanic eruption, tidal wave or other cataclysm, flooding unless these events are declared a natural disaster by the public authorities (ministerial order for France),
- the consequences resulting from use that does not comply with the manufacturer's instructions,
- damage caused to the insured equipment during its repair, maintenance, refurbishment,
- damage resulting from the inherent defect of the insured equipment or its normal wear and tear,
- damages resulting from your gross negligence,
- deteriorations resulting from scratches, scuffs, tears or stains,
- theft committed by insured persons or by members of your family,
- land motor vehicles and their accessories, caravans and trailers,
- sailing or motorised pleasure craft, including jet skis,
- aircraft (including hang gliders, paragliders, gliders) whether or not they are approved,
- cases, boxes, bags, satchels or covers containing sports equipment,
- mobile phones,
- glasses (lenses and frames), contact lenses, prostheses and appliances of any kind,
- computer equipment.

WHAT AMOUNT DO WE PAY?

The amount indicated in the Table of Cover constitutes the maximum reimbursement for all claims occurring during the cover period.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total destruction as a result of damage covered by this policy, we compensate by way of an exchange voucher valid for 6 months, based on the following:

- 1st year: replacement value of the same equipment with a maximum amount **indicated in the Table of Cover Amounts,**
- 2nd year: replacement value with application of a 10% Deductible, and with a maximum amount **indicated in the Table of Cover Amounts.**

In the event of theft, you will be compensated on presentation of proof and on the basis of the replacement value by equivalent objects of the same nature.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

The claim must reach GBC MONTAGNE - Service Assurance within five working days, except in the event of unforeseen circumstances or force majeure; if this period is not respected and we suffer a loss, you will lose all right to compensation.

The claim must be accompanied by the following:

- ✓ Receipt of a complaint lodged in the event of theft or a declaration of theft made to a competent authority (police, gendarmerie, transport company, purser, etc.) in the case of theft during the stay or loss by a transport company;
- ✓ The report of loss or destruction drawn up with the carrier (maritime, air, rail, road) when sports equipment has been lost, damaged or stolen during the period in which it was in the legal custody of the carrier.
- ✓ A copy of the list of sports equipment declared damaged or stolen, provided to the transport company,
- ✓ The letter of reimbursement from the airline or transport company stating the compensation paid to you,
- ✓ The original proofs of purchase for damaged or stolen sports equipment,

If these documents are not presented, you may forfeit your rights to compensation.

The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property.

You are required to prove, by any means in your power and by any documents in your possession, the existence and value of this property at the time of the loss, as well as the extent of the damage.

If you knowingly use inaccurate documents or use fraudulent means or make inaccurate or reticent statements as justification, you will forfeit any right to compensation, without prejudice to the proceedings that we would then be entitled to bring against you.

ARTICLE 3 – DESCRIPTION OF ASSISTANCE COVER

You are sick or injured during a covered trip. We intervene under the following conditions:

REPATRIATION OR MEDICAL TRANSPORT

You are sick or injured during a covered trip. We will organise and pay for your repatriation to your Domicile or to a hospital close to you.

Only medical requirements are taken into account when determining the date of repatriation, the choice of the means of transport or the place of hospitalisation.

The repatriation decision is taken by our medical advisor, after consulting the general practitioner and possibly the family physician.

During your repatriation, and on the recommendation of our medical advisor, we will organise and pay for the transport of a companion by your side.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance cover.

REPATRIATION OF ACCOMPANYING PERSONS

You are medically repatriated during a covered trip.

If they are unable to return by the initially planned means, we will organise and pay for the transport to the home of the beneficiary family members or an insured person accompanying you when the event occurs, by first class train or economy class airline, as well as the taxi costs, on departure, so that they can travel from their place of stay to the station or airport, and on arrival, from the station/airport to the Home.

MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

If medical expenses have been incurred with our prior agreement, we will reimburse you for the portion of these expenses that has not been covered by any insurance companies with which you have a policy.

We will only intervene once the reimbursements have been made by the aforementioned insurance companies, less a deductible, the amount of which is indicated in the Table of Cover, and subject to communication of the original proof of reimbursement from your insurance company.

This reimbursement covers the costs defined below, provided they relate to care received by you outside your home country as a result of an illness or accident occurring outside your home country.

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

In the event that the insurance company to which you pay contributions does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Cover, subject to communication by you of the original invoices for medical expenses and the certificate of non-payment issued by the insurance company.

This benefit will cease from the day we are able to repatriate you.

Nature of expenses eligible for reimbursement (subject to prior agreement):

- medical fees,
- costs of medicines prescribed by a doctor or surgeon,
- costs of an ambulance prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of cover by insurance companies,
- hospitalisation costs provided that you are deemed untransportable by decision of the Assistance doctors after consulting with the local doctor (hospitalisation costs incurred from the day we are able to repatriate you will not be covered),
- emergency dental costs (capped at the amount indicated in the Table of Benefits, without a deductible).

EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

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

- the doctors of MUTUAIDE ASSISTANCE must judge, after consulting with the local doctor, that it is impossible to immediately repatriate you 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 authorised by you must formally undertake by signing a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this benefit:
 - to initiate the procedures to cover the costs through the insurance companies within 15 days of the date on which MUTUAIDE ASSISTANCE sends the information necessary for these procedures,
 - reimburse MUTUAIDE ASSISTANCE the sums received in this respect from the insurance companies within one week of receipt of these sums.

The costs not covered by the insurance companies shall be borne solely by us, and within the limit of the amount of cover provided for the “medical expenses” benefit. You must provide us with the certificate of non-payment issued by these insurance companies, within one week of receipt.

In order to preserve our future rights, we reserve the right to ask you or your beneficiaries for a letter of commitment committing you to take the necessary steps with the social security bodies and reimburse us for the sums received.

If you fail to complete the payment procedures with the insurance companies within the deadlines, or if you fail to present to MUTUAIDE ASSISTANCE the certificate of non-payment issued by these insurance companies within the deadlines, you may not under any circumstances avail yourself of the “medical expenses” benefit and must reimburse all hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will, where applicable, initiate any useful recovery procedure, the cost of which will be borne by you.

REPLACEMENT DRIVER

If you become ill or are injured during a covered trip to one of the countries listed below and you can no longer drive your vehicle: if none of the passengers are 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 expenses and the driver’s salary.

The driver is required to comply with labour laws, and in particular must - in the current state of French regulations - observe a 45-minute rest stop after 4 hours 30 minutes of driving, and the overall daily driving time is not to exceed 9 hours.

You must inform us if your vehicle is more than 8 years old and/or has more 150,000 km or if its condition and/or loading does not comply with the standards defined by the French Highway Code. We reserve the right not to send a driver.

In this case, instead of providing a driver, we provide and pay for a first class train ticket or economy class air ticket to go and pick up the vehicle.

This service applies only in the following countries:

France (including Monaco, Andorra, except DOM-ROM, COM and sui generis local authorities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

Fuel costs, tolls, hotel and meals for any passengers remain at your expense.

SEARCH AND RESCUE COSTS

We cover, up to the amount specified in the Table of Cover, the costs of search and rescue at sea or in the mountains following an event that puts your life at risk. Only fees charged by a duly authorised company for these activities may be reimbursed.

Under no circumstances can we replace the local emergency services.

SKI RUN RESCUE COSTS

You are the victim of a ski accident on open and marked slopes. We cover the costs of sledge descent from the accident site to the bottom of the slopes or to the rescue centre closest to the accident site. When the emergency services cannot reach the site of the accident, the cost of a helicopter or any other means is also covered.

This coverage is provided up to the amounts shown in the Table of Cover.

These costs are covered provided we are informed before the end of your stay at the ski resort, and/or within 48 hours following the intervention of the emergency services.

ARTICLE 4 – PERSONAL ASSISTANCE EXCLUSIONS

The following are not covered:

- ◆ Trips undertaken for the purpose of diagnosis and/or treatment,
- ◆ Medical and hospitalisation expenses in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the Beneficiary,
- ◆ Benign conditions or injuries that can be treated on site and/or that do not prevent the Beneficiary from continuing his/her trip,
- ◆ Conditions of pregnancy, unless an unforeseeable complication arises, and in any case, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,
- ◆ Convalescence and conditions under treatment, not yet consolidated and presenting a risk of serious deterioration,
- ◆ Previously established illnesses that have led to hospitalisation in the 6 months preceding the date of departure for travel,
- ◆ Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental,
- ◆ Prosthesis costs: optical, dental, hearing, functional, etc.

- ◆ The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific monitoring by the international and/or local health authorities of the country in which you are staying and/or the national health authorities of your country of origin.
- ◆ The costs of spa treatments, cosmetic treatments, vaccinations and the resulting costs,
- ◆ Stays in a nursing home and the resulting costs,
- ◆ Rehabilitation, physiotherapy, chiropractic treatment and the resulting costs,
- ◆ Planned hospitalisations.
- ◆ the consequences of incidents occurring during motorised events, races or competitions (or their trials), subject to prior authorisation by the public authorities under the regulations in force, when you participate in them as a competitor, or during circuit trials subject to prior approval by the public authorities, even if you use your own vehicle
- ◆ requests for assistance relating to medically assisted procreation, their consequences and the resulting costs,
- ◆ requests relating to procreation or pregnancy on behalf of another person, their consequences and the resulting costs,

ARTICLE 5 - GENERAL EXCLUSIONS

The following are not covered:

- ◆ Benefits that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation,
- ◆ Meals and hotel costs, except those specified in the text of the types of cover,
- ◆ Damage caused intentionally by the Beneficiary and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,
- ◆ The amount of the convictions and their consequences,
- ◆ The use of narcotics or drugs not medically prescribed,
- ◆ The state of inebriation,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence is issued as well as training for these competitions,
- ◆ The practice, in a professional capacity, of any sport,
- ◆ Participation in endurance or speed competitions or events and their preparatory tests, on board any land, water or air locomotion vehicle,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- ◆ Costs incurred after the return from the trip or expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ◆ Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or restrictions by law enforcement,
- ◆ The use by the Beneficiary of air navigation devices,
- ◆ The use of munitions, explosives and firearms,
- ◆ Damage resulting from intentional or fraudulent misconduct by the Beneficiary in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics, pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,

- ◆ The disintegration of atomic nuclei or any irradiation from a radioactive energy.

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

ARTICLE 6 – OPERATING RULES FOR ASSISTANCE SERVICES

Assistance services can only be provided if the Beneficiary makes a telephone call at the time of the event.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the requestor's rights, shall organise and pay for the benefits provided for in this agreement.

To benefit from a cover, MUTUAIDE ASSISTANCE may ask the Beneficiary to provide evidence of the capacity that he/she invokes and to produce, at his/her own expense, the evidence and documents proving this right.

The Beneficiary must allow our doctors access to any medical information concerning the person for whom we are providing assistance. This information will be processed in accordance with medical confidentiality.

MUTUAIDE ASSISTANCE may not under any circumstances replace the local emergency rescue organisations and will intervene within the limits of the agreements given by the local authorities, nor will it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the event of a minor illness or minor injuries that do not require repatriation or medical transport.

The procedures that MUTUAIDE ASSISTANCE is required to perform are carried out in full compliance with national and international laws and regulations. They are therefore linked to the competent authorities' ability to obtain the necessary authorisations.

When MUTUAIDE ASSISTANCE has paid for the transport of a Beneficiary, the Beneficiary must return his/her unused initially planned return ticket.

MUTUAIDE ASSISTANCE shall decide on the nature of the air ticket provided to the Beneficiary according to the possibilities offered by air carriers and the duration of the journey.

ARTICLE 7 – REIMBURSEMENT CONDITIONS

Reimbursements to the Beneficiary may only be made by us on presentation of the original invoices paid corresponding to costs incurred with our agreement.

Requests for reimbursement should be sent to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

ARTICLE 8 – PROCESSING OF COMPLAINTS

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

If you have any complaints about the Assistance cover listed below, you can contact MUTUAIDE by calling *01.48.82.63.65*

- ✓ Repatriation or medical transport
- ✓ Repatriation of accompanying persons
- ✓ Medical expenses outside the country of residence
- ✓ Replacement driver
- ✓ Search or rescue costs
- ✓ Ski run rescue costs

If your oral complaint is not satisfied, please write to us either by email to: qualite.assistance@mutuaide.fr or by post at:

MUTUAIDE

**SERVICE QUALITE CLIENTS
[CUSTOMER QUALITY DEPARTMENT]**

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your insurance cover listed below, you can contact GBC MONTAGNE by calling *04.79.07.30.70*

- ✓ Medical expenses in the country of residence
- ✓ Interruption of sporting activity
- ✓ Destruction, loss, theft of personal sports equipment

If your verbal complaint is not satisfied, please write to us either by email at: reclamations@gbc-mountain.com or by post at:

GBC MONTAGNE

SERVICE ASSURANCE

RESIDENCE LE GRAND CŒUR B

298 avenue Maréchal Leclerc – CS 80023 – 73704 Bourg-Saint-Maurice CEDEX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

ARTICLE 9 – DATA COLLECTION

The Beneficiary acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

- the answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or reduced compensation (Article L.113-9 of the French Insurance Code),
- The processing of personal data is necessary for the subscription and performance of his/her policy and its cover, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed is retained for the period necessary for the performance of the policy or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to limitation periods.
- The recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and cover, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.

Information concerning him/her may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Beneficiary are retained for a period of five (5) years from the termination of the policy or the termination of the relationship.

- His/her personal data may also be used in the context of processing to combat insurance fraud, which may lead, where applicable, to inclusion on a list of persons presenting a risk of fraud.

This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to support the alert and then is deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For persons registered on a list of suspected fraudsters, the data concerning them is deleted after the period of five years from the date of registration on this list.

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, or during its performance or as part of the management of disputes.
- Personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- His/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Beneficiary has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter is necessary for the policy or when he/she has consented to the use of such data.

He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.

These rights may be exercised with the Data Protection Officer of the Insurer:

- by email to: DRPO@MUTUAIDE.fr
- or
- by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 10 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the benefits provided by it, to the rights and actions of the Beneficiary, against any person responsible for the events that motivated its intervention. When the services provided under the agreement are covered in whole or in part through another company or institution, MUTUAIDE ASSISTANCE shall be subrogated to the rights and actions of the beneficiary against this company or institution.

ARTICLE 11 – LIMITATION PERIOD

Pursuant to Article L.114-1 of the French Insurance Code, any action arising from this policy shall be time-barred two years from the event giving rise thereto. This period is extended to ten years for death cover, with the beneficiaries' actions being time-barred no later than thirty years from this event.

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof;
- in the event of a claim, from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Beneficiary's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the Beneficiary or was compensated by the latter.

This limitation period may be interrupted, in accordance with Article L.114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he/she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without 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 French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is recalled that:

A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he/she was time barred interrupts the limitation period against all the others, even against their heirs.

On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code).

A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Beneficiary with regard to the action for payment of the premium, and sent by the Beneficiary to the Insurer with regard to the payment of the claim compensation).

ARTICLE 12 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relating to the determination and payment of benefits shall be submitted by the first party to act, in the absence of an amicable resolution, to the competent court of the beneficiary's domicile in accordance with the provisions of Article R.114-1 of the French Insurance Code.

ARTICLE 13 – FALSE DECLARATIONS

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

- Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113.8 of the French Insurance Code.
- Any omission or inaccurate declaration by you for which bad faith is not established shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under the French Insurance Code as provided for in Article L.113.9.

ARTICLE 14 – SUPERVISORY AUTHORITY

The authority responsible for the supervision of MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudenciel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.