

Ski insurance

Insurance Product Information Document

Company: Mutuaide Assistance, Approval No. 4021137 - Insurance company authorised in France and governed by the French Insurance Code

Mutuaide

Product: "ASSUR'GLISSE" insurance

This document is a summary presentation of the main characteristics of the product. It does not take into account your specific needs and requests. Full information on this product can be found in the pre-contractual and contractual documentation available from the ski resort operator.

What type of insurance is it?

The purpose of the "ASSUR'GLISSE" insurance is to cover the Insured in the event of medical repatriation following a skiing or snow sports accident or death occurring during their stay at the resort.

The "ASSUR'GLISSE" insurance also reimburses the Insured for healthcare costs not covered by the compulsory scheme and/or any other insurance or provident institution, as well as unused ski passes and ski lessons.



What is insured?

✓ REPATRIATION ASSISTANCE IN EUROPE in the event of accident or death

Transport / repatriation
Repatriation of body (actual costs)
Funeral expenses up to €1,525

✓ ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES FOLLOWING A SKI ACCIDENT

Up to €3,000 (for non-residents of France) and €1,500 for French nationals (per person / Excess of €30)

✓ REIMBURSEMENT OF MOUNTAIN SEARCH, RESCUE AND INITIAL MEDICAL TRANSPORT COSTS

Capped at €15,245 if the accident takes place in a neighbouring country. Cover from the first euro if the accident occurs in France. (without advance of expenses)

✓ REIMBURSEMENT OF SPORTS AND LEISURE BOOKINGS, OR SKI LIFT PASSES, SKI/SNOWBOARD LESSONS - (EXCLUDING COVER FOR "LOSS OR THEFT OF SKI LIFT PASS")

Up to €305 per insured person and per claim
In the event of medical repatriation up to €1,000 per insured family and per claim



What is not insured?

- ✗ Non-compliance by the Insured with official bans, as well as non-compliance by the Insured with official safety rules related to the practice of a sporting activity;
- ✗ Natural disasters;
- ✗ Accidents caused by an insurrection, riot, conspiracy or popular uprisings in which the Insured has actively participated,
- ✗ Any follow-up (check-up, additional treatment, recurrence) of a condition that gave rise to repatriation in the six (6) months preceding the request for assistance.



Are there any exclusions to the cover?

The main policy exclusions

- ! Damage occurring prior to taking out this policy,
- ! Damage of any kind, decided, caused or provoked by the Insured or with his/her complicity, or resulting from gross negligence, or wilful or fraudulent misconduct by the Insured (Article L.113-1 paragraph 2 of the French Insurance Code), except in cases of self-defence or assistance to a person in danger;
- ! Criminal convictions to which the Insured is subject;
- ! Suicide and attempted suicide of the Insured;
- ! Damage resulting from the consumption of alcohol by the Insured and/or the absorption by the Insured of medicines, drugs or narcotic substances stipulated in the French Public Health Code, not medically prescribed;

The policy also contains certain restrictions

- ! Pregnant women must consult a doctor before planning their stay in the resort and obtain a medical examination no later than 48 hours before departure;
- ! Minors must carry valid identity documents.



Where am I covered?

“Assistance – repatriation” cover:

The cover applies only to returns within Europe and to French overseas departments and territories (DROM-COM), **with the exception of countries not covered.**

Other cover:

Cover applies in mainland France and neighbouring countries provided that these are directly accessible by ski lifts located in mainland France, **with the exception of countries identified** by the French Ministry of Foreign Affairs as being in a state of civil or foreign war, of notorious political instability, suffering reprisals, restrictions on the free movement of persons and goods for whatever reason, in particular health, safety and meteorological reasons, countries suffering acts of terrorism, having suffered natural disasters or the disintegration of the atomic nucleus, and countries suffering any other case of force majeure.



What are my obligations?

- When the policy is taken out

The Insured is required to pay the premium.

- In the event of a claim

- In respect of insurance cover, the insured must, under penalty of forfeiture of cover, except in the event of unforeseeable circumstances or force majeure:

- Report the claim to the Insurer within 15 business days of becoming aware of it and provide the Insurer with all supporting documents and evidence necessary for the implementation of the cover.

- In respect of assistance services, the Insured must contact the assistance platform and obtain its prior agreement before taking any initiative or incurring any expense.

In all cases, the Insured is required to provide the Insurer with all documents and supporting items necessary for the implementation of assistance benefits provided for in the policy.



When and how to make payments?

The premium is payable immediately upon taking out the policy when purchasing the ASSUR'GLISSE pass.



When does the cover begin and when does it end?

Start of cover

Ski insurance takes effect as soon as the ASSUR'GLISSE pass is used for the first time.

End of cover

Ski insurance automatically expires at the end of the period of validity of the ASSUR'GLISSE pass.



How can I cancel the policy?

You can terminate the policy:

- Cancellation:

The Insured may cancel the policy within 30 calendar days of the date on which the policy was taken out (articles L112-19 and L112-10 of the French Insurance Code).

It is specified that the Insured may no longer exercise their right of cancellation if the policy has been fully performed or if they have reported a claim covered by the policy to the insurer during this period.

Information Notice serving as the General Terms and Conditions of the Policy n° 4616 ASSUR'GLISSE

Dear Customer,

Given the type of services you are purchasing and the information you have given us, we recommend that you take out this insurance policy. This policy consists of the General Terms and Conditions presented below, which are provided to you upon purchase.

Before taking out this insurance policy, please carefully read this Information Notice serving as the General Terms and Conditions. They specify your rights and obligations and those of the Insurer and answer any questions you may have.

Who is the Insurer?

MUTUAIDE ASSISTANCE – public limited company with share capital of €15,180,660 fully paid up – Company governed by the French Insurance Code, registered in the Bobigny Trade and Companies Register under number 383 974 086 and located at 126 rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

Who is this policy for?

This policy is intended for any person who has purchased a valid covered service, allowing the practice of any snow sports activity and any other sports or leisure activity acquired from the ski lift manager or the authorised organisation, and subject to the conditions below.

What are the conditions for benefiting from this policy?

There are no location restrictions for this policy.

However, the “Assistance-Repatriation in Geographical Europe” cover does not allow repatriation to countries other than those defined in the body of the cover.

What is the commencement date and term of your policy?

The policy is valid from the purchase date of the covered service, allowing the practice of any snow sports activity and any other sports or leisure activity acquired from the ski lift manager or the authorised organisation and sold by them. The cover applies according to the conditions set out in the “Administrative Provisions”.

What cover is included in the policy?

- It is what is listed in your Special Terms and Conditions and for which you have paid the corresponding premium.
- Please refer to the General Terms and Conditions for information on the amounts and limits of cover as well as the deductibles relating to each type of cover.

Points for attention

You may or may not have a right of cancellation following the purchase of this insurance policy. The terms and conditions for exercising this right are detailed in the “Administrative Provisions” of the General Terms and Conditions in Article 3 “Right of cancellation”. In order to avoid multi-insurance, in accordance with Article L.112-10 of the French Insurance Code:

You are asked to verify that you are not already the beneficiary of cover for any of the risks covered by the new policy. If this is the case, you have the right to cancel this policy for a period of thirty calendar days from its conclusion, without costs or penalties, if all of the following conditions are met:

- you have taken out this policy for non-professional purpose;
- this policy supplements the purchase of a good or service sold by a supplier;
- you can prove that you are already covered for one of the risks covered by this new policy;
- the policy you wish to cancel has not been fully executed;
- you have not made any Claim covered by this policy.

In this situation, you may exercise your right to cancel this policy by way of a letter or any other durable medium sent to the insurer of the new policy, accompanied by a document proving that you already benefit from cover for one of the risks covered by the new policy. The insurer is required to reimburse you for the premium paid, within thirty days of your cancellation.

If you wish to cancel your policy but do not meet all of the above conditions, check the cancellation procedures provided for in your policy in Article 3 “Right of cancellation”.

The quality of service and the satisfaction of our customers are at the heart of our concerns. If, however, you have not been completely satisfied with our services, you may contact us in accordance with the terms set out in the “Administrative Provisions” of the General Terms and Conditions in Article 12 “Procedures for examining complaints”.

Besoin urgent d'assistance médicale ?	Vous souhaitez formuler une demande d'indemnisation ?
<p>▶ Contactez us (24/24) at : 00 33 (0)1.55.98.71.46</p> <p><i>(Non-premium rate call, Cost depending on operator, Call likely to be recorded)</i></p> <p>▶ Please tell us: Your policy number Who needs help? Where? Why? Who is taking care of the patient? Where, when and how can he/she be reached?</p>	<p>▶ For any reimbursement request, you must notify:</p> <p>WTW MONTAGNE https://montagne.wtwco.com/</p> <p>▶ If you do not have internet access, WTW MONTAGNE at : 09.72.72.22.45 <i>(Non-premium rate call)</i></p>

The policy is drawn up in French and subject to French law. The cover provided under the policy is governed by the French Insurance Code.

GENERAL TERMS AND CONDITIONS OF THE POLICY n° 4616

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Provisions common to all of the cover

Capitalised terms in this policy are defined either in this chapter or at the beginning of each type of cover.

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

COVERED ACTIVITY: Any snow sports activity and any other sports or leisure activity offered by the ski lift manager or the authorised organisation, provided that their access is included in the service purchased by the Insured.

Luge and other tobogganing activities (wooden or PVC toboggans, shovels, ice skates, etc.) are covered when carried out in the dedicated area of the ski lift operator or authorised body. The guarantees are also acquired for accidents occurring in the mountains, the hiking, skiing, snowshoeing, raids, mountain biking. The guarantees also apply to accidents occurring in the mountains, particularly during hiking, skiing, snowshoeing, raids or mountain biking outings

INSURED: the person(s) designated in this Information Notice without restriction on domicile.

INSURER: MUTUAIDE ASSISTANCE – public limited company with share capital of €15,180,660 fully paid up – Company governed by the French Insurance Code, registered in the Bobigny Trade and Companies Register under number 383 974 086 and located at 126 rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

COMMON-LAW SPOUSES: a couple who are not married or in a civil union partnership but who can provide proof of their common residence (certificate of cohabitation or, failing that, council tax, electricity, gas or water bill, insurance, rent receipt, etc.) that they have been living under the same roof since the day of taking out this policy and at the time of the covered Event.

DEPARTURE: scheduled day and time of the start of the booked and insured services.

PROPERTY DAMAGE: any accidental damage, destruction or disappearance of a property, as well as any damage suffered by a pet.

DOMICILE: place of habitual residence located throughout the world, excluding Countries not covered, which determines the exercise of the Insured's civil rights.

BREAK-IN: damage to or destruction of an anti-theft device.

ABROAD: any country excluding the country where the Insured is domiciled as well as Countries not covered.

GEOGRAPHICAL EUROPE: Albania, Andorra, Austria, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France (Metropolitan), Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Western Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom, and excluding Countries not covered. The Azores, Canaries and Madeira are not part of this definition.

COVERED EVENT: any event giving entitlement to cover and provided for in each type of cover under this policy.

TRIGGERING EVENT: initial cause leading to one or more injuries/losses/damages to one or more persons.

FAMILY: Parents and children who are fiscally dependent.

FRANCE: Metropolitan France (including Corsica).

DEDUCTIBLE: share of the loss borne by the Insured in the settlement of the Claim.

INITIAL MEDICAL TRANSPORT COSTS: the initial medical transport is that between the place of occurrence of the Accident and the nearest medical centre or hospital best suited to the nature of the injuries, and return to the place of stay at the casualty's resort.

SEARCH COSTS: costs of operations carried out by civilian or military rescuers or specialised public or private organisations, travelling specially for the purpose of searching for the Insured in a place without any organised or close means of rescue.

RESCUE COSTS: transport costs following search operations (after locating the Insured) from the point where the Accident occurs to the nearest medical facility.

MEDICAL EXPENSES: pharmaceutical, surgical, consultation and hospitalisation expenses, medically prescribed, necessary for the diagnosis and treatment of an illness.

CIVIL WAR: armed struggle, within a single State, between different groups identifiable by their ethnic, religious, community or ideological affiliation, or between at least one of these groups and the regular armed forces of that State.

FOREIGN WAR: armed commitment, whether declared or not, of a State vis-à-vis one or more other States or an irregular and external armed force, motivated in particular by a geographical, political, economic, racial, religious or ecological dispute.

HOSPITALISATION: emergency intervention lasting more than 24 consecutive hours in a hospital setting, unscheduled and cannot be postponed.

TEMPORARY INCAPACITY: limited loss of a person's functional capacity, medically recorded, involving, on the date of cancellation, the cessation of any activity (including, where applicable, professional activity) and requiring documented medical monitoring and surveillance.

ILLNESS: any alteration in a person's state of health observed by a Doctor.

SERIOUS ILLNESS: any alteration in the state of health of the Insured certified by a competent medical authority, involving the cessation of any professional or other activity, and requiring medical monitoring and surveillance in a hospital environment.

LEISURE SPORTS EQUIPMENT: any material or equipment useful for practising a sport as part of a leisure activity.

DOCTOR: any person holding a legally recognised medical degree in the country in which he/she usually carries out his/her professional activity.

AUTHORISED ORGANISATION OR INTERMEDIARY: travel professional, transport professional or distributor of the insured service.

COUNTRIES NOT COVERED: Excluded are countries identified by the French Ministry of Foreign Affairs as being in a state of civil or foreign war, of notorious political instability, suffering reprisals, restrictions on the free movement of persons and goods for whatever reason, in particular health, safety and meteorological reasons, countries suffering acts of terrorism, having suffered natural disasters or the disintegration of the atomic nucleus, and countries suffering any other case of force majeure.

INSURANCE PERIOD: validity period of this policy.

LIMITATION PERIOD: period beyond which no claim or action is admissible.

POLICYHOLDER: the signatory of the insurance policy who therefore undertakes to pay the corresponding insurance premium.

SUBROGATION: action by which the Insurer replaces the rights and actions of the Insured against any person liable for his/her damages in order to obtain reimbursement of the sums that the Insurer has paid to the Insured following a covered Event.

CLAIM: all harmful consequences resulting from the same Triggering Event likely to result in the implementation of one or more types of cover under this policy. Consequently, all losses resulting from the same initial cause constitute a single claim.

SOCIAL SECURITY AGREEMENT RATE: amount of fees established by agreement between Social Security and the federations of the various healthcare professionals.

THIRD PARTY: any natural or legal person, other than:

- **The Insured himself/herself,**
- **Members of the Insured's family, i.e. ascendants, descendants and collaterals up to the second degree,**
- **Persons appearing with the Insured on the same contract of sale of the insured sports or leisure Activity.**

TRAVEL: insured transport and/or stay, planned during the period of validity of this policy, and organised, sold or provided by the Organisation or Authorised Intermediary with which this policy is taken out.

Territorial scope of the policy

The “Assistance - Repatriation in Geographical Europe” cover only allows a return to the countries defined under the cover, **excluding Countries not covered**.

The other cover under your policy applies in Metropolitan France and in a neighbouring country (provided that it is directly accessible by ski lifts located in Metropolitan France).

EXCLUSIONS COMMON TO ALL OF THE COVER

In addition to the specific exclusions appearing at the level of each type of cover, as well as any exclusions appearing in the definitions, the consequences of the following circumstances and events are not insured:

1. **damage of any kind, decided, caused or provoked by the Insured or with his/her complicity, or resulting from gross negligence, or wilful or fraudulent misconduct by the Insured (Article L.113-1 paragraph 2 of the French Insurance Code), except in cases of self-defence or assistance to a person in danger;**
2. **criminal convictions to which the Insured is subject;**
3. **suicide and attempted suicide of the Insured;**
4. **damage resulting from:**
 - a. **alcohol consumption by the Insured and/or,**
 - b. **the consumption by the Insured of medicines, drugs or narcotic substances stipulated in the French Public Health Code, not medically prescribed;**
5. **unless otherwise provided for in the cover, damage resulting from Civil or Foreign War, acts of terrorism, riots, popular uprisings, coups d'état, hostage-taking or strike;**
6. **civil or military application of the nuclear reaction, i.e. transformations of the nucleus of the atom, the transport and treatment of radioactive waste, the use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, accident or malfunction occurring at a site operating transformations of the nucleus of the atom;**
7. **events for which liability may lie either with the organiser of the activity covered pursuant to Section I of Law No. 2009-888 of 22 July 2009 on the development and modernisation of tourist services, or with the carrier, unless otherwise provided for in the cover;**
8. **non-compliance by the Insured with the safety rules imposed by the practice of the activity or any regulation issued by the local authorities;**
9. **non-compliance by the Insured with the prohibitions decided by the local authorities;**
10. **restrictions on the free movement of people and goods, the closure of airports and the closure of borders.**

In addition, the following are also excluded:

11. **damage occurring prior to taking out this policy;**
12. **the consequences of:**
 - a. **situations at risk of infection in an epidemic context, unless an extension of cover is taken out to cover this specific risk,**
 - b. **exposure to infectious biological agents, chemical agents such as combat gases, incapacitating agents, radioactive agents, neurotoxic agents or agents with persistent neurotoxic effects, which are quarantined or subject to specific preventive measures or monitoring or recommendations by international health authorities or local health authorities, natural and/or human pollution.**

ASSISTANCE – RAPATRIATION IN GEOGRAPHICAL EUROPE

The “Assistance - Repatriation in Geographical Europe” cover applies to Insured Parties who have purchased a service enabling the practice of any snowboarding activity and any other sports or leisure activity acquired from the ski lift manager or the authorised organisation, that is currently valid and victims of an Accident during a covered Activity.

The “Assistance - Repatriation in Geographical Europe” cover only allows a return to Geographical Europe, and to the French overseas departments and territories (DROM-COM), excluding Countries not covered.

1. Purpose of the cover :

In all cases, decisions relating to the nature, appropriateness and organisation of the measures to be taken belong exclusively to the Mutuaide Assistance medical department.

The Insured is the victim of an Accident and his/her state of health requires repatriation:

Mutuaide Assistance shall organise and pay for the return of the Insured to his/her home or transport him/her to the hospital closest to him/her and/or most able to provide the care required by his/her state of health.

Mutuaide Assistance shall cover the additional transport costs of the insured persons accompanying him/her, insofar as the means initially provided for their return cannot be used due to the repatriation.

The Insured’s state of health no longer allows him/her to drive his/her car to his/her home and none of the persons accompanying him/her is able to do so:

Mutuaide Assistance provides a driver for a **maximum of three days** to bring him/her home via the most direct route (fuel, toll and parking costs remaining at his/her expense).

In the event of death of an insured person:

Mutuaide Assistance will pay for:

- The cost of transporting the body from the place of death to the place of burial,
- Funeral expenses necessary for transport, **up to a limit of €1,525** per insured person,
- The additional transport costs of persons accompanying him/her and benefiting themselves from the cover under the policy insofar as the means initially provided for their return cannot be used as a result of this repatriation.

2. Cover exclusion :

In addition to the « exclusion Common to all of the cover” appearing at the beginning of this policy, as well as any exclusions appearing in the definitions, the following are also excluded:

- 2.1 **Costs incurred without the prior agreement of Mutuaide Assistance;**
- 2.2 **The consequences of any air transport incident booked by the Insured, operated by a company on the blacklist drawn up by the European Commission, regardless of its origin and destination;**
- 2.3 **The consequences of pre-existing, diagnosed and/or treated illnesses or injuries, as well as comfort surgeries that have been the subject of continuous, day or outpatient hospitalisation, in the six (6) months preceding the request for assistance;**
- 2.4 **The consequences of an unconsolidated condition undergoing treatment, for which the Insured is convalescing, as well as disorders occurring during a trip undertaken for the purpose of diagnosis and/or treatment;**
- 2.5 **Any follow-up (check-up, additional treatment, recurrence) of a condition that gave rise to repatriation in the six (6) months preceding the request for assistance;**
- 2.6 **The organisation and payment of transport referred to in Article 1. “Purpose of the cover” for benign conditions or injuries that can be treated on site and which do not prevent the Insured from continuing his/her Trip;**
- 2.7 **Voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, as well as pregnancies resulting in hospitalisation in the six (6) months preceding the request for assistance;**
- 2.8 **Participation by the Insured in any sport exercised in official competition or in a professional capacity or under contract with remuneration, as well as preparatory training;**

- 2.9 Non-compliance by the Insured with official bans, as well as non-compliance by the Insured with official safety rules related to the practice of a sporting activity;
- 2.10 The consequences of an Accident occurring during the practice by the Insured of one of the following sports or leisure activities, whether carried out individually or in the context of an activity supervised by a sports federation: any aerial sport (including delta-plane, glider, kite-surf, paragliding), as well as skeleton, bobsleigh, ski jumping, mountaineering at more than 3,000m, rock climbing, caving and parachuting;
- 2.11 The consequences of an Accident occurring during the practice by the Insured of bungee jumping and scuba diving with autonomous equipment when the activity is not supervised by an authorised professional;
- 2.12 Costs not expressly mentioned as giving rise to reimbursement, as well as any expense for which the Insured cannot produce supporting documents.

3. What the Insured must do in the event of a Claim:

For a request for assistance:

The Insured or a third party must contact Mutuaide Assistance by telephone 24 hours a day, 7 days a week:

- From France: at **01.55.98.71.46** or
- Outside France: at **00 33.1.55.98.71.46** (Non-premium rate call, Cost depending on operator, Call likely to be recorded)

A file reference will be immediately assigned to him/her and he/she must send the assistance officer:

- his/her policy number, address and telephone number where he/she can be reached, as well as the contact details of the people who care for him/her, and allow Mutuaide Assistance Doctors access to all the medical information concerning him/her or the person who needs Mutuaide Assistance’s intervention.

For a request for reimbursement:

In order to benefit from reimbursement of expenses advanced by the Insured with the agreement of Mutuaide Assistance, the Insured must provide Mutuaide Assistance with all supporting documents enabling it to establish the validity of the request.

The Insured must contact Mutuaide Assistance:

- By post at the address given in Article 9 “Address for sending supporting documents to be provided in the event of a claim” of the “Administrative Provisions”

Services that have not been requested in advance and that have not been organised by the Mutuaide Assistance departments do not give rise to reimbursement or compensation.

4. Limits of Mutuaide Assistance interventions:

Mutuaide Assistance operates under national and international laws and regulations.

Its services are subject to obtaining the necessary authorisations from the competent administrative authorities.

Furthermore, Mutuaide Assistance cannot be held liable for delays or impediments in the performance of the agreed services following a case of force majeure or events such as strikes, riots, known political instability, retaliation, embargoes, economic sanctions (Summary of restrictive measures by country available on the website of the Ministry of Foreign Affairs <https://www.tresor.economie.gouv.fr>), popular movements, restrictions on the free movement of goods and persons, sabotage, terrorism, civil or foreign war, consequences of the effects of a source of radioactivity, Natural Disasters or any other fortuitous event.

IMPORTANT

Mutuaide Assistance shall organise and pay for the insured up to the cost of a trip by 1st class train and/or economy class aircraft, or appropriate medical transport.

In all cases, Mutuaide Assistance shall become the owner of the Insured’s unused transport tickets. The latter undertakes to return them to Mutuaide Assistance or to pay it the reimbursement obtained from the Travel Organisation or authorised Intermediary.

5. Supporting documents to be provided:

COVERED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
Assistance to the traveller	<ul style="list-style-type: none"> - Original tickets used (boarding passes for air travel) and not used, - Where applicable, the death certificate, - Where applicable, a copy of an official administrative document proving the family relationship with the Insured, any other supporting documents at the request of Mutuaide Assistance.

ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES FOLLOWING AN ACCIDENT WHILE CARRYING OUT A COVERED ACTIVITY

The “Additional reimbursement of medical expenses following an accident while carrying out a covered activity” cover is granted to insured parties who have purchased a valid covered service and who are victims of an accident occurring while carrying out a covered activity.

1. Purpose of the cover :

Mutuaide Assistance reimburses the Insured for Medical and Hospitalisation Expenses following an Accident occurring during the practice of a covered activity, incurred at the resort or in the nearest healthcare facilities, and for which he/she remains liable after intervention by Social Security and/or any other insurance or protection organisation, less an **absolute deductible of €30** and up to the following upper limits:

- **€1,500** for nationals or permanent residents in France (more than 3 consecutive months),
- **€3,000** for non-residents.

For non-residents who do not benefit from health insurance cover, Mutuaide Assistance pays from the first euro up to the limits defined above. Payment is made as a third-party payment if the care facility involved has entered into an agreement to this effect with WILLIS TOWERS WATSON FRANCE.

Mutuaide Assistance will also pay for crutches, orthopaedic vests, neck braces, resin casts, bandages and splints within the limits of the costs remaining the responsibility of the Insured after payment by the Social Security organisation, the mutual insurance company and/or any insurance or protection organisation. This cover applies to the Insured within the same limits in the event of total refusal of reimbursement by the Social Security organisation.

Only the treatment provided in the care facilities closest to the resort where the Insured practices snowboarding, skiing or any other covered sports and leisure activity, and those most suited to his/her state of health, may be reimbursed. In order to benefit from the cover, the Insured must submit his/her request for reimbursement to the organisations to which he/she belongs. Mutuaide Assistance is only required to reimburse, within the limit of the cover limit mentioned above, the difference between the actual costs incurred and the costs covered by the various organisations to which the Insured belongs.

In the event of Hospitalisation in a hospital with which Mutuaide Assistance has an agreement for payment, Mutuaide Assistance may, at the Insured's request, pay the Hospitalisation costs in advance by direct payment to the hospital. In this case, the Insured undertakes to repay this advance within three months of the date of his/her return. After this period, Mutuaide Assistance will also be entitled to charge legal fees and interest.

Mutuaide Assistance reserves the right to require a third party to provide prior guarantees for repayment within 3 months of the funds being made available, by depositing a certified bank cheque or debt acknowledgement of an equivalent amount at its registered office.

The Insured's right to reimbursement ceases on the day of his/her medical repatriation or return home

2. Cover exclusions:

In addition to the “Exclusions Common to all of the cover” appearing at the beginning of this policy, as well as any exclusions appearing in the definitions, the following are also excluded:

- 2.1 The consequences of any air transport incident booked by the Insured, operated by a company on the blacklist drawn up by the European Commission, regardless of its origin and destination;
- 2.2 The consequences of pre-existing, diagnosed and/or treated illnesses or injuries, as well as comfort surgeries that have been the subject of continuous, day or outpatient hospitalisation, in the six (6) months preceding the request for assistance;
- 2.3 The consequences of an unconsolidated condition undergoing treatment, for which the Insured is convalescing, as well as disorders occurring during a trip undertaken for the purpose of diagnosis and/or treatment;
- 2.4 Any follow-up (check-up, additional treatment, recurrence) of a condition that gave rise to repatriation in the six (6) months preceding the request for assistance;
- 2.5 The organisation and payment of transport referred to in Article 1. “Purpose of the cover” for benign conditions or injuries that can be treated on site and which do not prevent the Insured from continuing his/her Trip;
- 2.6 Voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, as well as pregnancies resulting in hospitalisation in the six (6) months preceding the request for assistance;
- 2.7 Participation by the Insured in any sport exercised in official competition or in a professional capacity or under contract with remuneration, as well as preparatory training;
- 2.8 Non-compliance by the Insured with official bans, as well as non-compliance by the Insured with official safety rules related to the practice of a sporting activity;

- 2.9 The consequences of an Accident occurring during the practice by the Insured of one of the following sports or leisure activities, whether they are practised individually or in the context of an activity supervised by a sports federation: any aerial sport (including delta-plane, glider, kite-surf, paragliding), as well as skeleton, bobsleigh, ski jumping, mountaineering more than 3,000m, rock climbing, caving, and parachuting;
 - 2.10 The consequences of an Accident occurring during the practice by the Insured of bungee jumping and scuba diving with autonomous equipment when the activity is not supervised by an authorised professional
 - 2.11 Costs not expressly mentioned as giving rise to reimbursement, as well as any expense for which the Insured cannot produce supporting documents;
 - 2.12 The costs of spa treatments, heliotherapy, weight loss, any “comfort” treatments or aesthetic treatments, the costs of physiotherapists, as well as the costs of care or treatments not resulting from a medical emergency;
 - 2.13 Costs of implants, internal, optical, dental, acoustic, functional or other prostheses;
 - 2.14 Vaccination costs;
 - 2.15 Costs resulting from care or treatment whose therapeutic nature is not recognised by French legislation;
 - 2.16 Medical expenses incurred Abroad, when the Insured, on sick leave, has not obtained prior authorisation from his/her primary health insurance fund to travel Abroad;
 - 2.17 Illness, including conditions contractually treated as a covered Accident;
 - 2.18 The costs of private rooms as well as the ancillary costs of Hospitalisation such as television, telephone and other non-medical services;
 - 2.19 For non-French residents, costs incurred in the country where the Insured is domiciled or in the country of which he/she is a citizen;
 - 2.20 Dental costs, except for emergency conservative care;
 - 2.21 Preventive medicine costs;
 - 2.22 Care or treatment not resulting from a medical emergency;
 - 2.23 Osteopathy, chiropractic care and other activities assimilated to alternative medicine;
 - 2.24 Social Security deductibles remaining payable by the Insured.
3. What the Insured must do in the event of a Claim

For a request for reimbursement

The Insured or a third party must contact WTW MONTAGNE:

- either online, at <https://montagne.wtwco.com/>
- or by post at the address given in Article 9 “Address for sending supporting documents to be provided in the event of a claim” of the “Administrative Provisions”
- or by telephone, at 09.72.72.22.45 “standard rate call”

within fifteen (15) days of becoming aware of the Loss, except in the event of unforeseen circumstances or force majeure. **After this period, if Mutuaide Assistance suffers a loss as a result of the late declaration, the Insured loses all right to compensation.**

And attach to your request:

- A medical certificate specifying the nature of the injuries,
- An Accident declaration specifying the circumstances of the Accident,
- Proof of sale of the insurance,
- Reimbursement slips from the mandatory scheme and/or supplementary bodies.

REIMBURSEMENT OF MOUNTAIN SEARCH, RESCUE AND INITIAL MEDICAL TRANSPORT COSTS

The “Reimbursement of mountain search, rescue and initial medical transport costs” cover applies to Insured Parties who have purchased a covered activity sold by a valid authorised organisation and who are the victims of an Accident during a covered Activity.

1. Purpose of the cover :

For winter activities: Mutuaide Assistance will cover billable search and rescue costs in the ski area, including helicopter, following the intervention of a professional rescue service.

For mountain bike hiking activities, all sports and leisure activities: Mutuaide Assistance covers the billable search and rescue costs, including helicopter, following the intervention of a professional rescue service.

Mutuaide Assistance covers the costs of medical transport of the Insured from the place of the Accident to the medical centre most suited to the nature of his/her injuries and his/her return to his/her resort residence.

When these operations are carried out by professionals under an agreement with a resort that is a member of this policy, the Insured has no amount to advance. Otherwise, reimbursement will be made on presentation of the original invoice paid by the authorised organisation or local authority.

2. Amount of the cover :

Mutuaide Assistance reimburses the Insured for the covered costs up to the **actual costs** when the Accident takes place in France. When the Accident takes place in a neighbouring country, Mutuaide Assistance will reimburse the insured costs **up to a limit of €15,245** for all costs (mountain searches, rescue and initial medical transport) including transport costs for returning to the resort on the day of the accident.

3. Total compensation :

The compensation for search and rescue Costs is combined with the reimbursement of initial transport Costs.

4. Cover exclusion :

In addition to the “Exclusions Common to all of the cover” appearing at the beginning of this policy, as well as any exclusions appearing in the definitions, the following are also excluded:

- 4.1 the consequences of pre-existing, diagnosed and/or treated illnesses or injuries, as well as comfort surgeries that have been the subject of continuous, day or outpatient hospitalisation, in the six (6) months preceding the request for assistance;
- 4.2 the consequences of an unconsolidated condition that is being treated, for which the Insured is convalescing, as well as disorders occurring during a trip undertaken for the purpose of diagnosis and/or treatment
- 4.3 any follow-up (check-up, additional treatment, recurrence) of a condition that gave rise to repatriation within six (6) months preceding the request for assistance;
- 4.4 voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, as well as pregnancies giving rise to hospitalisation in the six (6) months preceding the request for assistance;
- 4.5 participation of the Insured in any sport exercised in official competition or in a professional capacity or under contract with remuneration, as well as preparatory training;
- 4.6 non-compliance by the Insured with official bans, as well as non-compliance by the Insured with official safety rules related to the practice of a sporting activity;
- 4.7 the consequences of an Accident occurring during the practice by the Insured of one of the following sports or leisure activities, whether carried out individually or in the context of an activity supervised by a sports federation: any aerial sport (including delta-plane, glider, kite-surf, paragliding), as well as skeleton, bobsleigh, ski jumping, mountaineering at more than 3,000m, rock climbing, caving and parachuting;
- 4.8 the consequences of an Accident occurring during the practice by the Insured of bungee jumping and scuba diving with autonomous equipment when the activity is not supervised by an authorised professional;
- 4.9 costs not expressly mentioned as giving rise to reimbursement, as well as any expense for which the Insured cannot produce supporting documents.
- 4.10 Accidents caused by an insurrection, riot, conspiracy or popular uprisings in which the Insured has actively participated;
- 4.11 Accidents caused by the Insured’s participation in a brawl, except in cases of self-defence;

5. **What the Insured must do in the event of a Claim :**

For a request for reimbursement

The Insured or a third party must contact WTW MONTAGNE:

- By post at the address given in Article 9 “Address for sending supporting documents to be provided in the event of a claim” of the “Administrative Provisions”
- or by telephone, at 09.72.72.22.45 “standard rate call”
- or online, at <https://montagne.wtwco.com/>

And attach to your request:

- A medical certificate specifying the nature of the injuries,
- An Accident declaration specifying the circumstances of the Accident,
- Proof of sale of the insurance

**REIMBURSEMENT OF SPORTS AND LEISURE BOOKINGS, OR SKI LIFT PASSES AND SKI/SNOWBOARD LESSONS
(EXCLUDING COVER FOR "LOSS OR THEFT OF SKI PASS")**

1. Purpose of the cover :

Mutuaide Assistance reimburses the amount of sports and leisure bookings or the ski lift pass and ski (or snowboard) lessons in the following cases:

1.1 For « day » covered activities :

Mutuaide Assistance reimburses the Insured for the amount of sports and leisure bookings, the package and ski/snowboard lessons (**up to a limit of €305 per insured person and per claim**) if the Accident occurs **before 2 p.m.** or during the first half of the period of validity of the activity covered, on proof of an intervention carried out by the local emergency service.

Reimbursement for leisure activities, ski passes and lessons will only be granted if the period of these services corresponds to the period of the insured service.

1.2 For covered activities « of 2 or more days » :

Mutuaide Assistance reimburses the Insured (**up to €305 per insured person and per claim**), pro rata, for the amount of sports and leisure bookings or insured and unused ski days and lessons, from the day after one of the following events:

- Accident in the area of the covered activity, during opening hours, or in the perimeter of the resort during the opening hours of the ski lifts: on medical proof.
- In the event of medical repatriation of an insured member of the Family to the home or to a hospital close to the home: Mutuaide Assistance reimburses the Insured (**up to €1,000 per insured Family and per Claim**), from the day following the repatriation date, for unused ski days and lessons to insured members of the Family who have accompanied the injured party or for this reason prematurely interrupted their stay (on presentation of supporting documents).
- Early return of the Insured to his/her home resulting in the interruption of his/her stay before its expiry after one of the following events:
 - The death of an ascendant or descendant within the 1st degree;
 - The unexpected hospitalisation of a minor;
 - Serious Property Damage to his/her main residence resulting from burglary with Break-in, fire, water damage or a climatic, meteorological or natural event, excluding Natural Disasters;
- A serious Illness with an unexpected Hospitalisation of the Insured, involving the cessation and prohibition of skiing until the end of the stay.
- Care of an injured or sick child during the stay by one of the parents.

Reimbursement for leisure activities, ski passes and lessons will only be granted if the period of these services corresponds to the period of the insured service.

2. Cover exclusions :

In addition to the "Exclusions Common to all of the cover" appearing at the beginning of this policy, as well as any exclusions appearing in the definitions, the following are also excluded:

2.1 all events not stipulated in Article 1. "Purpose of the cover";

2.2 Natural disasters.

3. What the Insured must do in the event of a Claim :

For a request for reimbursement

The Insured or a third party must contact WTW MONTAGNE:

- By post at the address given in Article 9 "Address for sending supporting documents to be provided in the event of a claim" of the "Administrative Provisions"
- or by telephone, at 09.72.72.22.45 "standard rate call"
- or online, at <https://montagne.wtwco.com/>

within fifteen (15) days of becoming aware of the Loss, except in the event of unforeseen circumstances or force majeure. **After this period, if Mutuaide Assistance suffers a loss as a result of the late declaration, the Insured loses all right to compensation.**

And attach to your request:

- A medical certificate specifying the nature of the injuries,
- An Accident declaration specifying the circumstances of the Accident,
- Proof of sale of the insurance.

1. TEXTS GOVERNING THE POLICY AND THE LOCATION OF PURCHASES

This policy is governed by the French Insurance Code.
This policy is drawn up in French and subject to French law.

2. TERMS OF PURCHASE, COMMENCEMENT DATE AND TERMINATION OF COVER

2.1 Terms of purchase and commencement date of this policy

The policy must be taken out when purchasing a covered activity

2.2 Commencement date and termination of cover

The cover shall commence on the first use of the covered activity and shall automatically cease at the end of the period of validity of the activity.

3. RIGHT OF CANCELLATION

The Insured has a right of cancellation following the taking out of an insurance policy.

3.1 Cancellation

Multi-insurance

In accordance with the provisions of Article L.112-10 of the French Insurance Code, an Insured Party who takes out for non-professional purposes an insurance policy constituting **an addition to a good or service sold by an intermediary**, if he/she can prove that he/she has a previous cover for one of the risks covered by this policy, may cancel said policy, without cost or penalty, until it has been fully performed or the Insured has not invoked any cover. This cancellation must take place within thirty (30) calendar days of the conclusion of this policy.

Distance selling

In accordance with Article L.112-2-1 of the French Insurance Code, a 30-day right of cancellation applies to insurance policies taken out remotely, in particular sold online, without the simultaneous physical presence of the parties to the contract, direct marketing or outside the seller's usual establishment. **This right of cancellation does not apply to travel or baggage insurance policies or similar short-term insurance policies with a term of less than one (1) month.** The duration of the insurance policy corresponds to the period between the date it was taken out and the date on which all cover ceases.

3.2 Procedures for exercising the right of cancellation

If the insurance policy is eligible for the cancellation option under the conditions defined above, the Insured may exercise this option by returning to WILLIS TOWERS WATSON FRANCE a cancellation request duly dated and signed before the expiry of the period of thirty (30) days in the case of distance selling and thirty (30) calendar days in the case of multi-insurance from the date of conclusion of this policy:

- either **by hand against receipt**, to the authorised Organisation or Intermediary that sold the insurance policy to him/her,
- or **by registered letter with acknowledgement of receipt** to the following address:

WILLIS TOWERS WATSON FRANCE – WTW Montagne – Parc sud galaxie – 3B Rue de l'Octant – 38130 ECHIROLLES

The Insured may, if he/she so wishes, use the model cancellation letter below:

*"I, the undersigned, last name, first name, date and place of birth – wish to cancel the cover of insurance policy no. ... which I took out with Mutuaide Assistance on ... (Date).
Signed in ... (Location). On ... (Date) and Signature: ...".*

In the case of a cancellation on the grounds of multi-insurance, the Insured must accompany his/her request with proof of the existence of a current insurance policy covering risks similar to this policy.

If the Insured exercises this option, the policy will be terminated on its effective date. The Insured shall be reimbursed the corresponding premium no later than thirty (30) days following the date of receipt of his/her cancellation request.

The right of cancellation may not be exercised if the Insured has implemented the cover of this insurance policy in the context of a loss declared during the period of thirty (30) days in the case of distance selling and thirty (30) calendar days in the case of multi-insurance; consequently, no reimbursement of premium will be made.

4. CUMULATIVE INSURANCE

If the Insured is covered for the same cover with other insurers, he/she must inform the Insurer and provide it with their contact details as well as the scope of their cover, in accordance with Article L.121-4 of the French Insurance Code.
The Insured may obtain compensation for his/her loss by contacting the insurer of his/her choice.

5. SUBROGATION IN THE INSURED'S RIGHTS AND ACTIONS

In return for the payment of the compensation and up to the amount thereof, the Insurer becomes the beneficiary of the rights and actions that the Insured held against any person liable for the loss, in accordance with Article L.121-12 of the French Insurance Code.
If the Insurer can no longer exercise this action, as a result of the Insured, it may be released from all or part of its obligations towards the Insured.

6. PENALTIES APPLICABLE IN THE EVENT OF FALSE DECLARATION AT THE TIME OF PURCHASE

Any intentional concealment or false declaration by the Insured in the declaration of risk is sanctioned by the nullity of this policy under the conditions provided for by Article L.113-8 of the French Insurance Code.

Any omission or inaccurate declaration on the part of the Insured, whose bad faith is not established, shall be sanctioned under the conditions provided for by Article L.113-9 of the French Insurance Code:

- if it is ascertained before any claim: the Insurer has the right either to maintain this policy in return for an increase in premium, or to terminate the policy within ten (10) days by registered letter, by refunding the part of the premium overpaid.
- if the discovery only takes place after the claim: the Insurer may reduce the compensation in proportion to the amount of the premium paid compared to the amount of the premium that would have been due if the risk had been fully and accurately declared.

7. PENALTIES APPLICABLE IN THE EVENT OF INTENTIONAL MISREPRESENTATION BY THE INSURED ON THE DAY OF THE CLAIM

Any fraud, concealment or intentional misrepresentation by the Insured on the circumstances or consequences of a claim shall result in the loss of any right to benefit or compensation for this claim.

8. 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.

However, this period shall only run:

- In the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, only from the date on which the Insurer became aware of it;
- In the event of a claim, only 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 Insured'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 Insured 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 Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to the payment of the claim compensation).

9. ADDRESS FOR SENDING SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

For each of the following types of cover, the supporting documents must be sent to the addresses below:

TYPES OF COVER	ADDRESSES
“Additional reimbursement of medical expenses following an accident while carrying out a covered activity” “Reimbursement of mountain search, rescue and initial medical transport costs” “Reimbursement of sports and leisure bookings or ski lift passes, ski/snowboard lessons (excluding cover for “loss or theft of ski lift pass”)	WILLIS TOWERS WATSON France WTW Montagne PARC SUD GALAXIE 3b, rue de l’Octant 38130 ECHIROLLES
“Assistance-repatriation in Geographical Europe”	MUTUAIDE ASSISTANCE Claims Management Department Service Gestion de Sinistres 126 rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

10. DAMAGE ASSESSMENT

The causes and consequences of the loss are estimated by mutual agreement, failing which by an amicable third-party expert appraisal, subject to the respective rights of the Insurer and the Insured. The fees for this expert appraisal are shared between the parties.

If the parties fail to agree on the choice of the third-party expert, the appointment shall be made by the presiding judge of the Regional Court of the place of the Policyholder’s Domicile.

This appointment is made upon simple request signed by the Insurer or only one of the parties, the other having been convened by registered letter.

11. CLAIMS SETTLEMENT TIME

Once the Insured’s file is complete, his/her compensation shall be paid within ten (10) days of the agreement reached between the Insurer and the Insured, or the enforceable court decision.

12. PROCEDURES FOR EXAMINING COMPLAINTS

1. 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 claim regarding the implementation of the Assistance-repatriation in Geographical Europe cover, you can contact MUTUAIDE by calling 01.55.98.71.46.

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

MUTUAIDE
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 given 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 take legal action.

2. 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, you may contact WILLIS TOWERS WATSON FRANCE by calling 09.72.72.22.45 for the Insurance cover listed below:

- ✓ Additional reimbursement of medical expenses following an accident while carrying out a covered activity
- ✓ Reimbursement of mountain search, rescue and initial medical transport costs
- ✓ Reimbursement of sports or leisure bookings or ski lift passes, ski/snowboard lessons (excluding cover for “loss or theft of ski lift pass”)

If your oral complaint is not satisfied, please write to us by post at WILLIS TOWERS WATSON France, WTW Montagne, Parc Sud Galaxie, 3b rue de l’Octant, 38130 Echirolles

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 given 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 take legal action.

13. JURISDICTION

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

14. PROCESSING OF PERSONAL DATA

The Insured 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 purchase 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 coverage, 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 Insured 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 Insured 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: 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).

15. SUPERVISORY AUTHORITY

The authority responsible for supervising Mutuaide Assistance is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4 Place de Budapest – CS 92459 – 75436 Paris Cedex.

16. LEGAL INFORMATION

Cover is provided by: MUTUAIDE ASSISTANCE – public limited company with share capital of €15,180,660 fully paid up – Company governed by the French Insurance Code, registered in the Bobigny Trade and Companies Register under number 383 974 086 and located at 126 rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.