

Leisure 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: GRITCHEN ASSURENSPORT AND ASSURENSPORT EXTREME
No. 9350

This document summarizes the main features of the product. It does not take into account your specific needs and requests. Full product information can be found in the pre-contractual and contractual documentation.

What type of insurance is it?

GRITCHEN Assurensport and Assurensport Extrême is an insurance policy designed to cover the Insured on the occasion of and during his/her trip.



What is insured?

- ✓ **Legal assistance abroad (Bail bond)**
Up to €15,300
- ✓ **Legal assistance abroad (lawyer's fees)**
Up to €3,100
- ✓ **Search and rescue costs**
Up to €4,000
- ✓ **Medical expenses in the country of residence**
Up to €500 excess of €30 per person
- ✓ **Medical expenses outside country of residence**
Up to €10,000 excess of €30 per person
- ✓ **Repatriation of remains**
Actual expenses
- ✓ **Repatriation of children under the age of 15**
Return ticket + Hotel (maximum 2 nights)
- ✓ **Repatriation or medical transport**
Actual expenses
- ✓ **Breakage or theft of sports equipment**
Up to €800 excess of €50 per person
- ✓ **Trip interruption costs**
Up to €300
- ✓ **Mutuaide Individual Accident**
Up to €7,500
- ✓ **Defence and Recourse**
Up to €20,000



What is not insured?

- ✗ the consequences of the disintegration of the atomic nucleus or any irradiation from a radioactive energy source
- ✗ Civil or foreign wars, riots, strikes, civil commotion, acts of terrorism, hostage taking,
- ✗ The consequences of the disintegration of the atomic nucleus or any irradiation from a radioactive energy source,
- ✗ The effects of pollution and natural disasters and their consequences,



Are there any exclusions from the coverage?

The main exclusions of the policy are:

- ! Expenses incurred after returning from the trip or expiry of the cover,
- ! Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in cases of legitimate self-defence,
- ! The consequences of the use of narcotics or drugs not prescribed by a doctor, or of being under the influence of alcohol,
- ! Any intentional act by the Insured which may result in the policy being covered,
- ! Epidemics and pandemics, unless otherwise stipulated in the cover,
- ! Illnesses pre-existing on the effective date of the policy, i.e. any illness of which the Policyholder or the Insured is aware on the effective date of cover,
- ! Any periodic check-up or examination and periodic contraceptive check-ups,
- ! Rehabilitation, physiotherapy, chiropractic treatment and related expenses.



Where am I covered?

Cover applies worldwide.

As a general rule, countries in a state of civil or foreign war, notorious political instability, popular unrest, riots, acts of terrorism, reprisals, restrictions on the free movement of people and goods (for whatever reason, including health, safety, weather, etc.) are excluded.



What are my obligations?

- When the policy is taken out

The Insured must pay the premium.

The Insured must correctly answer the questions asked by the Insurer, in particular on the declaration form, to enable the Insurer to assess the risks covered.

- In the event of a claim

- Under the terms of the insurance cover, the Insured must report the claim within 5 working days of becoming aware of the loss.

- For assistance services, the Insured must contact the assistance centre and obtain its prior agreement before taking any initiative or incurring any expense.

In all cases, the Insured must provide the Insurer with all supporting documents necessary for the implementation of the insurance cover and assistance services provided for in the policy.



When and how do I make payments?

The premium is payable when the policy is taken out, by any means of payment accepted by the ski lifts.



When does the cover begin and when does it end?

Start of cover

Cover takes effect on the day of departure for the insured Activity.

Right of renunciation

In accordance with article L112-10 of the French Insurance Code, the Insured who takes out an insurance contract for non-professional purposes, if he/she can prove previous cover for one of the risks covered by this new contract, may cancel this new contract, without cost or penalty, as long as it has not been fully executed or the Insured has not provided any guarantee, up to a maximum of thirty calendar days from the date of conclusion of the new contract.

End of cover

Cover expires on the last day of the trip for a covered Activity with a maximum duration of 90 consecutive days.



How can I cancel the policy?

Cancellation of the policy is not permitted.



INFORMATION LEAFLET

ASSURENSPORT MULTI-RISK POLICY NO. 9350



INFORMATION LEAFLET

MULTI-RISK POLICY NO. 9350

TABLE OF COVER

INSURANCE COVER	CEILING
1 / COSTS OF INTERRUPTING THE SPORTS COURSE (A)	(A) Pro rata temporis , maximum of €300 Maximum 1 claim/year
2 / BREAKAGE OF SKI EQUIPMENT ✓ Ski equipment hire costs (B)	(B) 6 days with a maximum of €300 Maximum 1 claim/year
3 / BREAKAGE OR DAMAGE TO MOUNTAIN SPORTS EQUIPMENT (C) ✓ Repair costs or ✓ Replacement costs	(C) €800 maximum/person Excess €50 Maximum 1 claim/year
4 / INDIVIDUAL ACCIDENT ✓ Accidental death (D1) ✓ Permanent total disability following an accident (D2) ✓ Maximum per incident (D3)	(D1) €7,500 (D2) €7,500 , reducible in the event of partial permanent disability in accordance with the Social Security Accidents at Work scale. Relative excess: No compensation will be paid for any accident covered under this policy resulting in Permanent Partial Disability of 10% or less. However, for any disability of more than 10%, no excess will be applied. (D3) €7,500
5/ DEFENCE AND RECOURSE (E) Intervention level (E1)	(E) €20,000 (E1) €380

ASSISTANCE COVER	CEILING
1 / REPATRIATION ASSISTANCE	
- Repatriation or medical transport (A)	(A) Actual expenses
- Repatriation of children under the age of 15 (B)	(B) Return ticket + Hotel (2 nights maximum)
- Medical expenses	
✓ In France (C1)	(C1) €500
✓ Abroad (C2)	(C2) €10,000
✓ Excess for medical expenses (C3)	(C3) €30
✓ Dental care (C4)	(C4) €153
- Repatriation of remains	
✓ Repatriation of the body (D1)	(D1) Actual expenses
✓ Funeral expenses required for transport (D2)	(D2) Actual expenses
✓ Cost of coffin or urn (D3)	(D3) €765
- Legal assistance abroad	
✓ Advance payment of bail (E1)	(E1) €15,300
✓ Payment of legal fees (E2)	(E2) €3,100
- Search and rescue costs (F)	(F) €4,000
- Extreme sports extension (if this option is taken out) (G)	(G) €20,000
✓ Search and rescue costs at sea and in the mountains	

**by train 1st class or economy class airliner.*

ARTICLE 1

DEFINITIONS AND SCOPE OF APPLICATION

We, the Insurer

MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA (public limited company) with capital of €12,558 240 – Business governed by the French Insurance Code – Subject to the supervision of the French Prudential Supervision and Resolution Authority – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 Bobigny Trade and Companies Register – VAT FR 31 383 974 086.

Accident

A sudden and fortuitous event affecting the Insured during the practice of an insured Activity, unintentional on the part of the Insured, resulting from the sudden action of an external cause and having no connection with an accident or Illness prior to taking out the policy. The Accident must result in the Insured being unable to travel by his/her own means or to take part in a sports or leisure activity.

“Insured activity” sports or leisure activity

Refers to the practice, on an individual basis, of any of the following amateur sports or activities:

- *sports covered under the basic policy: downhill skiing, snowboarding (snowboarding and monoskiing), telemark (Nordic skiing), skiboarding (miniskis or skateboards), cross-country skiing, skating, skating (skating step skiing), snowshoeing, ice skating and tobogganing, running, hiking, inline skating, running, squash, tennis, cycling, mountain biking, badminton, canoeing, kayaking, swimming (sea, river, pool), windsurfing, sailing, golf, athletics, fitness, dance, rowing, paddle, fishing.*
- *extreme sports covered under the policy requiring the purchase of the "Extreme Sport" option: climbing, mountaineering, rock-climbing (up to an altitude of 2,000 metres), speleology, hunting and scuba diving, canyoning, rafting.*

Insured

The Insured are natural persons under the age of 70, designated by the Policyholder and holders of the ASSURENSPORT CARD.

These people must be domiciled anywhere in the world.

In this policy, the Insured are also referred to as "you".

Holders of the ASSURENSPORT CARD who reside outside the member countries of the European Union, Switzerland, Great Britain, Monaco, the COM (overseas collectivities), DROM (overseas departments and regions) or New Caledonia **may only benefit from insurance cover; all assistance services are excluded.**

Injury

Abrupt decline in health resulting from the sudden action of an external cause, which is not intentional on the part of the victim, noted by a competent medical authority.

Definition of personal assistance

Personal assistance includes all the services implemented in the event of illness, injury or death of the persons covered, during covered travel.

Insured travel

A stay for which you are insured and have paid the corresponding premium, for a maximum of 90 consecutive days.

Domicile

Refers to your main and usual place of residence, which appears as your domicile on your income tax notice. It is located anywhere in the world.

Holders of the ASSURENSPORT CARD who reside outside the member countries of the European Union, Switzerland, Great Britain, Monaco, the COM (overseas collectivities), DROM (overseas departments and regions) or New Caledonia **may only benefit from insurance cover; all assistance services are excluded.**

Duration of cover

If you travel abroad to carry out a insured Activity, the duration of the trip may not exceed 90 consecutive days.

Abroad

All countries outside your country of domicile.

Events covered for assistance

Illness, injury or death during a covered trip.

Events covered for insurance

- ✓ Interruption of the sports course
- ✓ Breakage of ski equipment
- ✓ Breakage or damage to mountain equipment
- ✓ Individual Accident
- ✓ Defence and recourse

Execution of services

The services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. Consequently, no expenditure made under the authority of the Insured will be reimbursed by MUTUAIDE ASSISTANCE.

France

France means mainland France and the Principality of Monaco.

Excess

Portion of the loss to be borne by the Insured as determined by the policy, in the event of compensation following a claim. The excess can be expressed as an amount, percentage, in days, hours, or kilometres.

Illness

Sudden unforeseeable decline in health noted by a competent medical authority.

Serious illness

Sudden and unforeseeable decline in health noted by a competent medical authority and resulting in a prescription for medication in the name of the ill person and involving the cessation of all professional or other activities.

Maximum per event

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

Family members

Your de facto or legal spouse or any person bound to you by a PACS (civil partnership), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or live-in 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 otherwise stipulated in the policy.

We organise

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

We pay for

We pay for the service.

Invalidity

Any fraud, falsification, false declaration or false testimony that could trigger the cover provided for in the policy will render our commitments and undertakings null and void and forfeit the rights specified in the aforementioned policy.

Claim

Event of a random nature that triggers cover under this policy.

Territory

Worldwide.

ARTICLE 2

DESCRIPTION OF INSURANCE COVER

1/ COSTS OF INTERRUPTING SPORTING ACTIVITIES

A. REIMBURSEMENT OF UNUSED SERVICES IN THE EVENT OF INTERRUPTION OF THE SPORTS COURSE

A.1. WHAT WE COVER

We will reimburse you pro rata temporis, **up to the amounts indicated in the Table of Cover Amounts**, for the costs of the sports course already paid for and not used, if you have to interrupt this course 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,*

special case for skiing in the mountains: ski lift passes, ski lessons and equipment hire paid for by you during your stay are all included in the same activity package.

A.2 HOW MUCH DO WE COVER?

The indemnity is:

- **proportional** to the number of unused days of the sports course,
- **due** from the day following the end of the sports course,
- **calculated** on the basis of the total price per person of the sports course, supported by original invoices, up to the amount indicated in the Table of Cover Amounts.

The following are not taken into account when calculating compensation: administration fees, visa fees, insurance costs, tips, as well as reimbursements or compensation granted by the organisation from which you purchased your sports course.

2/ BREAKAGE OF SKI EQUIPMENT

We guarantee, up to the amount indicated in the Table of Cover, reimbursement of the cost of hiring equivalent replacement ski equipment from a professional hire company for a maximum of 6 days, if your ski equipment has become unusable following accidental breakage.

Accidental breakage means any damage or destruction that is externally visible and impairs the proper functioning of the ski equipment covered as a result of a fall or collision on the slopes.

Personal ski equipment means skis, snowboards, monoskis, snowshoes, poles and ski boots purchased less than 5 years ago and owned by you.

WHAT WE EXCLUDE

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

- *Damage resulting from improper use of personal ski equipment or failure to comply with the regulations in force,*
- *Damage resulting from normal wear and tear of personal ski equipment,*
- *Simple scratches, scuffs or any other damage to personal ski equipment that does not affect its operation,*
- *Loss, theft or disappearance of personal ski equipment,*
- *Accidental damage due to the leaking of liquids, fatty, colouring or corrosive substances,*
- *Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,*
- *Indirect damage such as depreciation and loss of use,*
- *Damage to personal ski equipment purchased more than 5 years ago.*

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You will need to provide us with:

- ✓ a statement describing the circumstances of the claim,
- ✓ proof from a professional describing the nature and extent of the damage to your personal ski equipment,
- ✓ the original purchase invoice for your personal ski equipment, dated within the last 5 years, or the rental invoice for the original ski equipment,
- ✓ the rental invoice for the replacement ski equipment,

Supporting documents should be sent to:
GRITCHEN AFFINITY - INSURANCE SERVICE
27, rue Charles Durand
CS 70139
18021 BOURGES CEDEX

3/ BREAKAGE OR DAMAGE TO MOUNTAIN SPORTS EQUIPMENT

In the event of accidental breakage or accidental damage to your Mountain Sports Equipment occurring during the practice of an insured Activity, we will reimburse you:

- ✓ **The cost of repairing your personal Mountain Sports Equipment**, up to the limit indicated in the Table of Cover and on presentation of the estimate, if your personal Mountain Sports Equipment is declared repairable by a Professional.
- ✓ **Replacement of your personal Mountain Sports Equipment**, up to the limit indicated in the Table of Cover and on presentation of the original purchase invoice, if your personal Mountain Sports Equipment is declared irreparable by a Professional.

Personal mountain sports equipment means skis, snowboards, monoskis, snowshoes, poles, boots and personal technical clothing purchased less than 5 years ago and owned by you.

In both cases, our reimbursement will not exceed the original purchase price of your personal Mountain Sports Equipment and the limit indicated in the Table of Cover.

You will need to provide us with:

- ✓ a statement describing the circumstances of the claim or the declaration made to the transport company,
- ✓ the original purchase invoice for the Mountain Sports Equipment, less than 5 years old.
- ✓ And depending on the case:
 - *A detailed estimate for repairs drawn up by a Professional,*

- *Proof of irreparability from a professional describing the nature and extent of the damage, accompanied by the original purchase invoice for your new personal Mountain Sports Equipment.*

WHAT WE EXCLUDE

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

- *Damage resulting from improper use of the personal Mountain Sports Equipment, failure to comply with the regulations in force or normal wear and tear of the personal Mountain Sports Equipment,*
- *Simple scratches, scuffs or any other damage to personal Mountain Sports Equipment that does not affect its operation,*
- *Loss, theft or disappearance of personal mountain sports equipment.*
- *Accidental damage due to the leaking of liquids, fatty, colouring or corrosive substances,*
- *Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,*
- *Indirect damage such as depreciation and loss of use,*
- *Damage to personal Mountain Sports Equipment purchased more than 5 years ago from ROSSIGNOL.*

What are your obligations in the event of a claim?

Please contact:

GRITCHEN AFFINITY - INSURANCE SERVICE
27, rue Charles Durand
CS 70139
18021 BOURGES CEDEX

4/ INDIVIDUAL ACCIDENT

1. SPECIFIC DEFINITIONS

Beneficiaries

The person or persons who receive from the Insurer the sums due in respect of a claim.

In the event of the Insured's death, unless another person has been designated by the Insured, the sum provided for will be paid:

- if the INSURED is married: his/her spouse who is not legally separated or divorced, failing which his/her children born or unborn, living or represented, failing which his/her heirs,
- if the INSURED is the signatory of a PACS (civil partnership contract), his/her partner, failing which his/her heirs,
- if the INSURED is widowed or divorced: his/her children, failing which his/her heirs,
- if the INSURED is single: his/her heirs.

In all other cases, the other sums are paid to the Insured who is the victim of the accident.

Any person who intentionally caused or provoked the loss is excluded from the Cover.

Accident

Any bodily injury that is not intentional on the part of the victim and that results from the sudden action of an external cause.

By extension to this definition, pathological symptoms that are the direct consequence of this bodily injury are covered.

Accidents include:

- injuries caused by fire, steam jets, acids and corrosives, lightning and electric current;
- asphyxia due to immersion and asphyxia due to unexpected absorption of gases or vapours;
- the consequences of poisoning and bodily injury caused by the unintentional absorption of toxic or corrosive substances;

- insolation, congestion and freezing caused by shipwrecks, forced landings, collapses, avalanches, floods or any other accidental event;
- the direct consequences of animal bites or insect stings, excluding diseases (such as malaria and sleeping sickness), the primary cause of which can be traced back to such bites or stings;
- injuries that may occur during scuba diving, including those caused by immersion hypothermia or decompression;
- bodily injuries resulting from assaults or attacks of which the Insured is a victim, unless it is proven that he/she took an active part as perpetrator or instigator of these events;
- the physiological consequences of surgical operations, provided that they were necessitated by an accident covered by the policy.

Accidents do not include:

- ruptured aneurysms, myocardial infarction, cerebral embolism, epileptic seizures, meningeal haemorrhage.

Illness

Any deterioration in health certified by a competent medical authority.

Permanent disability

Presumed permanent impairment of the Insured's physical capacities.

Its significance is quantified by a rate determined by reference to the Social Security Invalidity scale.

2. PURPOSE OF THE INSURANCE

The purpose of the policy is to guarantee the payment of those benefits defined below, which are provided for and the amount of which is set out in the Table of Cover, in the event of bodily injury to the Insured.

Only insured persons under the age of 70 are eligible for "Individual Accident" cover.

3. EXCLUSIONS

- ✓ **Accidents caused or provoked intentionally by the Insured, the consequences of his/her suicide or attempted suicide, as well as accidents caused by the use of drugs or narcotics not prescribed by a doctor.**
- ✓ **Accidents occurring when the Insured is the driver of a vehicle and his/her blood alcohol level is higher than that legally permitted in the country where the accident occurred.**
- ✓ **Accidents resulting from the Insured's participation in a brawl (except in cases of self-defence or assistance to a person in danger), a duel, a misdemeanour or a criminal act.**
- ✓ **Accidents occurring while using, as a pilot or crew member, an aircraft that allows you to move through the air, or while practising sports with or from such aircraft.**
- ✓ **Accidents caused by practising a sport in a professional capacity and practising, even as an amateur, any sport requiring the use of motorised mechanical equipment, whether as driver or passenger. The practice of a sport includes training, trials and participation in sporting events or competitions.**
- ✓ **Accidents caused by war, civil or foreign, declared or not.**
- ✓ **Accidents caused by ionising radiation emitted by nuclear fuels or by radioactive products or waste, or caused by weapons or devices designed to explode by modifying the structure of the atomic nucleus.**

4. NATURE OF BENEFITS

Deaths

If, within a maximum period of 24 months from the date of the accident of which the Insured was a victim, the accident results in death, we guarantee, for the benefit of the person or persons named in the Declarations as beneficiaries, the payment of the capital sum, the amount of which is set out in the Table of Cover.

When, prior to death, the same accident has given rise to the payment of compensation for permanent disability in application of the following conditions, the capital sum will be reduced by the amount of this compensation.

The officially recognised disappearance of the Insured's body as a result of the shipwreck, disappearance or destruction of the means of transport in which he/she was travelling, will create a presumption of death at the end of a period of one year from the date of the accident.

However, if it is established at any time after the payment of compensation for the disappearance of the Insured that the latter is still alive, the sums unduly paid in this respect must be reimbursed to us in full.

Permanent disability

If the accident results in permanent disability, we will pay the Insured a maximum indemnity corresponding to 100% of the Social Security Invalidity scale.

If the disability is only partial, the Insured is only entitled to a fraction of the indemnity proportional to the degree of disability.

Disabilities not listed are compensated on the basis of their severity compared with that of the cases listed.

The indemnity is a contractual lump sum: it is determined according to the rules set out above, without taking into account the Insured's age or profession.

The degree of disability will be established at the time when the definitive consequences of the accident can be determined with certainty, and at the latest, unless otherwise agreed between the Insured and us, at the end of the period of one year from the date of the accident.

Death and disability cover cannot be combined when they result from the same accident.

Multiple disabilities

When the same accident results in several distinct disabilities, the main disability is first assessed in accordance with the conditions set out above. The other disabilities are then assessed successively, in proportion to the capacity remaining after adding the previous ones, but the overall rate may not exceed 100%.

The absolute functional incapacity of a limb or organ is assimilated to the loss of that limb or organ.

No compensation will be paid for the loss of limbs or organs that were out of use before the accident. If the accident affects a limb or organ that is already disabled, the compensation will be determined by the difference between the condition before and after the accident. Under no circumstances may the assessment of injuries resulting from the accident be increased by the disability of limbs or organs not affected by the accident.

Insofar as they are the consequence of an insured accident, nerve disorders and injuries can only be taken into consideration if they are manifested on examination by clearly characterised clinical signs.

5. DECLARATION IN THE EVENT OF A CLAIM

In the event of a claim, it is important that we are quickly and fully informed of the circumstances in which it occurred and its possible consequences.

Form and information required

The Insured or his/her rightful claimants, yourself if applicable, or any agent acting on their behalf must make a declaration of any claim, in writing or orally against receipt, to our Head Office or to our representative designated in the policy, within fifteen days at the latest of the date on which they became aware of it.

If the claim is not reported within the time limit specified above, except in the case of fortuitous events or force majeure, we may **cancel cover if we can establish that the delay in reporting has caused us damage (Article L.113-2 of the French Insurance Code).**

Together with this declaration, they must also provide us with all information on the seriousness, causes and circumstances of the claim and, if possible, the names and addresses of the witnesses and perpetrators responsible. The claim form must include the following information:

- *the date, circumstances and location of the accident;*
- *the surname, first name, date of birth, address and occupation of the victim(s);*
- *the initial medical certificate describing the nature of the injuries and their probable consequences;*
- *if applicable, the police or gendarmerie report, and the names and addresses of the person who caused the accident and any witnesses.*

The victim or the victim's dependants must make every effort to limit the consequences of the accident and, in particular, seek the medical care required by the victim's condition.

The representatives and doctors appointed by us will have free access to the victim and his treating doctors to ascertain his condition, unless they have justified objections. Any intentional misrepresentation of the date or

circumstances of an accident, duly established and likely to cause us prejudice, shall entail forfeiture of rights to compensation which, if already paid, must be reimbursed to us.

Control

The Insured is obliged to submit to the examination of the doctors delegated by us, and our representatives will have free access to the Insured whenever we consider it useful, **on pain of the Insured or any beneficiary forfeiting their rights in the event that, without a valid reason, they refuse to allow our representatives to carry out an inspection or obstruct the exercise of this inspection if, after notice given forty-eight hours in advance by registered letter, we encounter a persistent refusal on their part or remain prevented from carrying out our inspection.**

Any fraud, concealment or misrepresentation on your part or on the part of the beneficiary of the indemnity, intended to mislead us as to the circumstances or consequences of a claim, will result in the loss of all rights to compensation for the claim in question.

6. COMPENSATION REGULATIONS

Determining the causes and consequences of the accident

The causes of the accident and its consequences, and the degree of disability, are established by agreement between the parties or, failing agreement, by two doctors each appointed by one of the parties. If they do not agree on the choice of the latter, or if one of the parties fails to appoint his expert, the appointment will be made at the request of the most diligent party by the President of the High Court of the Insured's place of residence with exemption from oath and all other formalities.

Each party will retain responsibility for the fees and expenses relating to the intervention of the doctor it has appointed, with those required for the possible intervention of a third doctor being shared equally between them.

Aggravation independent of the accidental event

Whenever the consequences of an accident are aggravated by the victim's constitutional state, by a lack of care due to negligence or by empirical treatment, by a pre-existing disease or infirmity and in particular by a diabetic or haematic condition, the compensation due will be determined on the basis of the consequences that the accident would have had in an able-bodied person in normal health undergoing rational treatment.

Payment

Insured compensation are payable:

- In the event of death and permanent disability, within one month of the submission of the documents proving the accidental death of the Insured and the status of the beneficiary, or the agreement of the parties on the degree of disability.
- Failing agreement by the parties, the compensation shall be paid within fifteen days of the court decision becoming enforceable.

What are your obligations in the event of a claim?

Please contact:

GRITCHEN AFFINITY - INSURANCE SERVICE
27, rue Charles Durand
CS 70139
18021 BOURGES CEDEX

5/ LEGAL DEFENCE AND RECOURSE FOLLOWING AN ACCIDENT

GLOSSARY

Expenses: Any of the sums listed exhaustively in Article 695 of the French Code of Civil Procedure, such as: duties, taxes, fees or emoluments collected by the court secretariats other than those due on the deeds and documents produced by the parties in support of their claims, translation costs where these are made compulsory by the regulations, witness fees, the remuneration of technicians, disbursements subject to tariffs, the emoluments of public or ministerial officers and the remuneration of lawyers insofar as this is regulated and including pleading fees.

Event: This is the event giving rise to the insured claim, i.e. the occurrence of any event or fact constituting a claim for which you are the author or the addressee.

Dispute: Conflict between you and a third party. This may be of an amicable or judicial nature, leading you to assert a right or resist a claim against a third party.
There is no dispute if you oppose the resolution of the disagreement without a legitimate reason.

Claim: An express or tacit refusal to accept a claim made or received by you is considered to be a claim.

Third party: Any person not involved in the policy.

1. OUR SERVICES

When you have an insured claim, we undertake:

- after examining the case in question, to advise you on the scope or consequences of the case in terms of your rights and obligations,
- whenever possible, to provide you with our assistance on an amicable basis, with a view to finding the solution that best suits your interests,
- if necessary, to pay the expenses required to exercise or defend your rights out of court or before the competent courts, in accordance with the conditions set out in Article 5 "Financial Guarantee".

2. AREA OF INTERVENTION

We cover your legal defence and legal recourse in the following areas, with the exception of the exclusions defined in Article 3 "What we exclude".

Accident and travel protection

We take care of defending your interests:

- as part of any claim for financial compensation for your loss if you are the victim of property damage or personal injury involving the liability of a third party,
- in any criminal court if you are prosecuted as the perpetrator or co-perpetrator of an offence committed in connection with an accident.

3. WHAT WE EXCLUDE

In addition to the exclusions set out in the policy, the "Legal Defence and Recourse" cover does not apply:

- *disputes that do not fall within the limited scope of intervention defined in Article 2 hereof,*
- *claims made against You as a result of damage involving your civil liability,*
- *disputes of which You were aware when You took out the cover,*
- *claims that arose before the policy was taken out,*
- *disputes that may arise between You and MUTUAIDE or between You and Us,*

- *proceedings and claims arising from a felony or misdemeanour committed voluntarily or intentionally,*
- *disputes arising from driving the vehicle while under the influence of alcohol or in a state of drunkenness, or while under the influence of narcotics or drugs not prescribed by a doctor, or refusal to submit to screening operations,*
- *disputes arising from driving without a licence or refusal to surrender a licence,*
- *disputes arising from a hit-and-run or refusal to yield,*
- *disputes arising from acts of civil or foreign war, riots, civil commotion or terrorist attacks,*
- *disputes relating to your private life,*
- *disputes that do not fall within the territorial jurisdiction of the countries in which cover is provided.*

4. CONDITIONS OF COVER

In order for cover to apply, you must be up to date with your contributions and the Claim must satisfy the following conditions:

- the date of the Claim must fall between the date on which cover takes effect and the date on which it expires,
- the date on which the Insured Event occurs must be after the date on which the cover takes effect.
- Judicial:
 - in defence, we will intervene before the courts of the country of the destination zone in which the cover applies,
 - in recourse, we will intervene before any French court with territorial jurisdiction,
 - in recourse only, the amount of your loss in principal must be at least equal to €275,
 - you must have the necessary and sufficient evidence to demonstrate the reality of your loss before the court.

5. FINANCIAL COVER

Guaranteed expenses

In the event of an insured Claim:

- on an amicable basis, we will pay the fees of an expert or specialist appointed by us or by you with our prior formal agreement, for a principal loss of at least €275, up to a maximum per claim of €1,000 including tax.
- in a judicial context, We will pay a maximum of €8,000 (including tax) per Claim, regardless of the number of beneficiaries:
 - the costs of preparing the case file, such as bailiff's fees incurred with our prior formal agreement,
 - the taxable costs of a bailiff or legal expert appointed in your interest and whose intervention proves necessary to pursue the insured proceedings,
 - non-taxable lawyers' fees and expenses, as specified in the "Choice of Lawyer" section.

In the event of a legal settlement, the Insurer will pay the lawyer's fees up to the limit of those that would have been applied if the proceedings had been brought to a conclusion.

Non-covered expenses

The cover does not cover:

- the cost of legal advice or legal proceedings carried out before the claim is reported, unless you can prove that you incurred them beforehand as a matter of urgency,
- bailiff's fees and emoluments,
- criminal deposits, criminal fines, tax fines, civil fines or any similar contributions.
- investigator's fees and expenses,

The cover does not cover sums of any kind that you will ultimately have to pay or reimburse to the opposing party, such as:

- principal, costs and interest, damages and penalty payments, - expenses,
- penalties imposed on you under Article 700 of the French Code of Civil Procedure, Articles 475-1 or 800-1 or 800-2 of the French Code of Criminal Procedure, Article L761-1 of the French Code of Administrative Justice, or any other text that supplements or replaces them, or any other penalty of the same nature imposed by the court seised.

Choice of lawyer

In the event of a Claim, as well as in the event of a conflict of interest arising between us in connection with the aforementioned Claim, you are free to choose the lawyer whose intervention proves necessary to reach a settlement, assist you or represent you in court. We must be notified immediately of any change of lawyer. You and the lawyer agree on the amount of the lawyer's fees and expenses.

You are free to choose between the following options:

- If you use your lawyer, you pay his fees and expenses directly to them. You may ask us to reimburse these costs and fees, up to the maximum amounts set out in the table "Maximum amounts of cover - Legal fees", as specified below. Indemnities will be paid within 4 weeks of receipt of proof of your claim. If you expressly request it, we can pay these sums directly to your lawyer within the same contractual limits.

If You have paid a retainer to your lawyer, we may reimburse it to you as an advance on the amount of your indemnity. However, this advance cannot exceed half of the amount of compensation set out in the table "Maximum amounts of cover - Legal fees". The balance of our indemnity will be paid at the end of the proceedings.

Please note: under penalty of non-payment of the contractual amounts, you must:

- Obtain our express agreement before making any settlement with the opposing party,
 - Enclose receipted bills of fees together with full copies of all pleadings and rulings or the settlement agreement signed by the parties.
- If you wish to be assisted by our corresponding lawyer appointed by us following a written request from you, as long as the Claim arises in a French jurisdiction or is located in the territory of the European Union or Monaco, we will pay the costs and fees covered directly up to the maximum amounts set out in the table "Maximum amounts of cover - Lawyer's fees", with any additional costs being borne by you.

6. MAXIMUM AMOUNTS OF COVER - LEGAL FEES

These ceilings include miscellaneous costs (travel, secretarial work, photocopying), taxes, and represent our maximum commitment.	Amount in euros including tax
ASSISTANCE	
Out-of-court intervention	€150 per intervention
Expert meeting or investigative measure, Commission	€500 per intervention
Civil or criminal mediation	€500 per case

All other interventions	€200 per case
PROCEEDINGS BEFORE ALL JURISDICTIONS	
Application for interim measures or order	€500 per decision
FIRST INSTANCE	
Local magistrate Magistrate's Court	€650 per case
Police court, judge or juvenile court	€500 per case
Public Prosecutor	€200 per intervention
Assize Court	€2,000 per case
High Court: • Enforcement Jurisdiction • Correctional Court • Other substantive proceedings	€400 per decision €850 per case €1,200 per case
APPEAL	
Criminal matters Other matters concerning the merits	€850 per case €1,200 per case
Court of Cassation, Council of State	€2,100 per case
Any other jurisdiction	€650 per case
Out-of-court settlement: - completed, without a signed protocol - completed and resulting in a protocol signed by the parties and approved by L'EQUITE	€500 per case €1,000 per case

Direction of the trial

In the event of litigation, the management and follow-up of the claim are your responsibility, assisted by your lawyer.

7. HOW THE COVER WORKS

Making a claim

To enable us to intervene effectively, you must make your declaration in writing as soon as possible to the insurer whose references are specified in the policy.

Implementation of the cover

On receipt, your file will be processed as follows:

1 - We will inform you of our position regarding the guarantee, it being understood that we may ask you to provide us, without restriction or reservation, with all documents relating to the Dispute as well as any additional information in your possession.

In accordance with the provisions of Article L. 127-7 of the French Insurance Code, we are bound by an obligation of professional secrecy.

2 - We give you our opinion on the advisability of settling or taking legal action, whether as plaintiff or defendant. Any disagreement on this subject is settled in accordance with the procedures set out in Chapter 8 "Arbitration".

Accumulation of cover

If you are covered by several policies for the risk which is the subject of our cover, you must inform us of this, at the latest, when you report the Claim.

It is understood that you may contact the insurer of your choice to take charge of the Claim.

Cover for policies taken out without fraud is effective within the contractual limits.

If there has been deception or fraud on your part, the penalties set out in Article L 121-3 of the French Insurance Code will apply.

Enforcement of court rulings and subrogation

As part of our cover, we will pay the costs of bailiffs, other than those referred to in the Article "Expenses not covered", in order to enforce the court ruling in your favour.

If the opposing party is ordered to pay the costs of the proceedings, we are subrogated to your rights and actions, up to the amount we have paid under this policy.

If you are awarded a procedural indemnity pursuant to the provisions of Article 700 of the French Code of Civil Procedure, Article 475-1 or 800-1 and 800-2 of the French Code of Criminal Procedure or Article L.761-1 of the French Code of Administrative Justice or by any text providing for indemnities of an equivalent nature, this sum shall be paid first to you for the expenses you have incurred, and then to us up to the limit of the sums we have indemnified.

Forfeiture of cover

You may forfeit your right to cover:

- if you make inaccurate statements in bad faith concerning the facts or events constituting the Claim, or more generally, concerning any element that could be used to resolve the Dispute,*
- if you intentionally use or produce inaccurate or fraudulent documents,*
- if you settle with the opposing party without our express prior agreement.*

8. ARBITRATION

In accordance with the provisions of Article L127-4 of the French Insurance Code, in the event of disagreement between you and us concerning the measures to be taken to settle the Dispute which is the subject of the insured Claim, the Dispute may be submitted to arbitration by a third party appointed by mutual agreement between the parties, or failing that, by the President of the High Court with territorial jurisdiction, ruling in summary proceedings. The costs incurred in exercising this right will be borne by us, unless the President of the High Court decides otherwise on the grounds that your application is unreasonable.

If, contrary to our advice and/or that of the third party, you initiate legal proceedings at your own expense and obtain a more favourable solution than we or the third party had proposed, we undertake, as part of your cover, to pay the legal costs you have thus incurred, in accordance with Article 5 "Financial guarantee".

Nevertheless, in order to simplify the management of this disagreement, if you have sought legal advice from a person authorised by law to give legal advice on the measures to be taken to settle the Dispute which is the subject of the Insured Event, we undertake to rely on the opinion of this person.

In this case, we will pay any consultation fees of this person within the contractual limit of the table "Maximum amounts of cover - Lawyer's fees" which appears in the Specific Provisions for the "Assistance - Civil Mediation" item.

9. CONFLICT OF INTEREST

If, at the time of reporting the Claim, or during the course of the Claim, a conflict of interest arises between you and us, in particular when the Dispute is between us or another of its insured parties, you may be assisted by a lawyer chosen in accordance with the provisions of the Article "Choice of lawyer". You may also have recourse to the arbitration procedure defined in Article 8 "Arbitration".

FRAMEWORK OF THE POLICY

This policy is governed by French law.

1. EFFECTIVE DATE AND DURATION

The period of validity of all cover corresponds to the date of enrolment declared by the Policyholder, with a maximum duration of 1 year.

2. RIGHT OF RENUNCIATION

2.1. In the event of multiple insurance

In accordance with Article L.112-10 of the French Insurance Code, the Insured who takes out an insurance policy for non-professional purposes, if he/she can prove previous cover for one of the risks covered by this new policy, may cancel this new policy, without costs or penalties, as long as the new policy has not been fully performed or the insured has not called in any cover, and within a maximum period of fourteen calendar days from the date of conclusion of the new policy.

This renunciation must be sent by registered post to the following address:

**GRITCHEN AFFINITY
27 rue Charles Durand,
CS70139
18021 BOURGES CEDEX**

The amount of the Premium paid by the Insured will be reimbursed within thirty (30) days of the date on which the right of renunciation is exercised, unless a Claim involving the cover provided by the Policy has occurred during the renunciation period.

If the waiver is made by post, the waiver form below must be provided:

INSURANCE POLICY RENUNCIATION FORM

Policy No.: **POLICY No. 58.225.184 - ASSURENSPORT or 58.225.185 -ASSURENSPORT EXTREME**

Customer name:

Address:
.....
.....

I/We (1) hereby notify you (1) of my/our (1) decision to cancel the insurance policy:

Name of product(s) (1), subscribed to
on.....

On the grounds that I/We already have cover (1) for one of the risks covered by the
aforementioned insurance policy.

Date:

Customer signature:

Delete as appropriate.

Form to be sent, duly accompanied by proof of previous cover, by post to the following address: GRITCHEN AFFINITY, 27 rue Charles Durand, CS70139, 18021 BOURGES CEDEX

2.2 In the case of distance selling

In accordance with Article L 112-2-1 of the French Insurance Code, you may cancel your membership within 14 calendar days of the date on which you are informed that the policy has been concluded, without having to give any reason or pay any penalties.

In this case, you must inform us of your intention to cancel the policy by registered letter with acknowledgement of receipt to the following address:

**GRITCHEN AFFINITY
27 rue Charles Durand
CS70139
18021 BOURGES CEDEX**

According to the model below:

"I, the undersigned (Specify your full name) declares that he/she renounces policy no.subscribed on (date)., (date and signature)".

In order for the renunciation period to be respected, the Insured must communicate his/her wish to waive before the expiry of the renunciation period.

However, once the Insured has declared a claim under the cover, he/she may no longer exercise this right of renunciation.

This right of renunciation does not apply to travel or luggage insurance policies or similar short-term insurance policies with a term of less than one (1) month.

The term of the insurance policy corresponds to the period between its effective date and the expiry date.

3. HOW MATERIAL DAMAGE COVERED IS ASSESSED BY INSURANCE COVER?

If the damage cannot be determined by mutual agreement, it shall be assessed by means of an amicable and binding expert appraisal, subject to our respective rights.

We each choose our own expert. If these experts are not in agreement, they call in a third, and all 3 operate jointly and by majority vote.

If one of us fails to appoint an expert or the 2 experts fail to agree on the choice of a third, the appointment is made by the President of the High Court of the place where the Claim occurred. This appointment is made by simple request signed by at least one of us; the person who has not signed is summoned to the expert appraisal by registered letter.

Each party shall bear the costs and fees of its own expert and, where applicable, half those of the third.

4. HOW SOON WILL YOU RECEIVE COMPENSATION?

Payment will be made within 5 days of the agreement reached between us or the enforceable court decision.

5. WHAT ARE THE LIMITATIONS IN THE EVENT OF FORCE MAJEURE OR SIMILAR EVENTS?

We cannot under any circumstances take the place of local organisations in the event of an emergency. We cannot be held responsible for any failure or delay in the provision of services resulting from force majeure or events such as:

- civil or foreign wars, notorious political instability, popular movements, riots, acts of terrorism, reprisals,

- recommendations from the WHO or national or international authorities or restrictions on the free movement of people and goods, for any reason whatsoever, including health, safety, meteorological or air traffic restrictions or bans,
- strikes, explosions, natural disasters, disintegration of the atomic nucleus, or any irradiation from a radioactive energy source,
- delays and/or inability to obtain administrative documents such as entry and exit visas, passports, etc., required for your transport within or outside the country where you are or for your entry into the country recommended by our doctors for hospitalisation,
- the use of local public services or parties that we are obliged to use under local and/or international regulations,
- the non-existence or unavailability of technical or human resources suitable for transport (including refusal to intervene).

6. EXCEPTIONAL CIRCUMSTANCES

Passenger carriers (including airlines) may impose restrictions on people suffering from certain medical conditions or on pregnant women. These restrictions apply until the start of the journey and may be modified without notice (airlines: medical examination, medical certificate, etc.).

As a result, the repatriation of these persons can only be carried out if the carrier does not refuse and, of course, if there is no unfavourable medical opinion (as provided for and in accordance with the procedures set out in the "TRANSPORT/REPATRIATION" section) with regard to the health of the Insured or the unborn child.

7. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE POLICY?

The general exclusions of the policy are the exclusions common to all the insurance cover and assistance services described in these General Provisions. the following are excluded:

- *civil or foreign wars, riots or popular movements,*
- *voluntary participation by an Insured in riots, strikes, brawls or assaults,*
- *the consequences of the disintegration of the atomic nucleus or any irradiation from a radioactive energy source,*
- *except by way of derogation, an earthquake, volcanic eruption, tidal wave, flood or natural disaster, except under the provisions of law no. 82-600 of 13 July 1982 relating to compensation for victims of natural disasters (for insurance cover),*
- *the consequences of the use of medicines, drugs, narcotics and similar products not prescribed by a doctor, and the misuse of alcohol,*
- *any intentional act on your part that may result in the policy being covered,*
- *any event occurring during a period of interruption of a guaranteed Activity, following an Accident or Illness, involving the prohibition of the practice of an insured Activity and attested by a medical certificate,*
- *the consequences of infectious risk situations in an epidemic context, exposure to infectious biological agents, exposure to chemical agents such as poison gas, exposure to incapacitating agents, exposure to neurotoxic agents or agents with persistent neurotoxic effects, which are subject to quarantine, preventive measures or specific monitoring by the international health authorities and/or the local health authorities of the country where you are staying and/or the national authorities of your country of residence.*

ARTICLE 3

DESCRIPTION OF PERSONAL ASSISTANCE COVER

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

Repatriation or medical transport:

If you are ill or injured while taking part in an Insured Activity, we will organise and pay for your repatriation to your home or to a hospital close to your home.

In determining the date of your repatriation, the choice of transport or place of hospitalisation, only medical requirements are taken into account.

Any decision to repatriate is taken by our medical consultant, after consulting the temporary treating doctor and potentially your family doctor.

During your repatriation, and as recommended by our medical consultant, we organise and pay for the transport of a person to be by your side.

Any refusal of the solution offered by our medical team will render the personal assistance cover null and void.

Repatriation of children under the age of 15

If you become ill, have an accident or die while taking part in an Insured Activity and no-one is able to look after your children under the age of 15, we will organise and pay for the return journey by 1st class train or economy class scheduled flight of a person of your choice or one of our hostesses to take them back to your home or the home of a member of your family.

Medical expenses

When medical expenses have been incurred with our prior agreement, we will reimburse you for that proportion of these expenses that has not been covered by any insurance bodies to which you are affiliated.

We will only intervene once the reimbursements have been made by the aforementioned insurance organisations, minus any excess as indicated in the Table of Cover, and subject to us receiving originals of the proof of reimbursement from your insurance organisation.

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

Should the insurance organisation to which you contribute not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Table of Cover, provided that you provide us with the original invoices for your medical costs and the certificate of non-reimbursement issued by the insurance organisation.

This service terminates on the day on which we are able to complete your repatriation.

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

- ✓ medical fees,
- ✓ cost of medication prescribed by a doctor or surgeon,
- ✓ cost of any ambulance prescribed by a doctor for transport to the nearest hospital and only in the event that the insurance organisations refuse cover,

- ✓ hospitalisation costs, provided that you are deemed unfit for transport by decision of the Assistance doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which we are able to repatriate you are not covered),
- ✓ emergency dental expenses (up to the amount indicated in the Table of Cover, with no excess applied).

Extended benefit: advance payment of hospital costs

For the purposes of this service, the term "France" means mainland France and the Principality of Monaco.

If you are ill or injured while taking part in a insured Activity, we will advance the cost of hospitalisation up **to the amount indicated in the Table of Cover** for as long as you are hospitalised.

This advance will be made subject to the following cumulative conditions:

- for treatment prescribed in agreement with our doctors,
 - as long as they deem you unfit for transport after obtaining information from the local doctor.
- No advance is granted from the day we are able to provide transport, even if you decide to stay on site.

In all cases, you undertake to reimburse us for this advance no later than 30 days after receipt of our invoice. If you fail to pay by this date, the Policyholder undertakes to reimburse us this advance within a maximum of 30 days of our request, and to recover the amount from you if it so wishes.

If you wish to be reimbursed yourself, you must then take the necessary steps to recover your medical expenses from the relevant bodies.

This obligation applies even if you have initiated the reimbursement procedures referred to above.

Repatriation of remains

You die at as a result of an accident while taking part in an insured Activity. We organise the repatriation of your body to the place of burial in your country of residence.

In this context, we are responsible for:

- ✓ The cost of transporting the body,
- ✓ Expenses relating to conservation care required by the applicable legislation,
- ✓ Expenses directly necessitated by the transport of the body (handling, specific transport arrangements, coffin or urn costs, packaging) up to the amount indicated in the **Table of Cover**.

All other costs (notably ceremonies, local convoys, burial) remain the responsibility of the family.

Legal assistance abroad

While travelling outside your country of residence, you may be liable to prosecution or imprisonment for failure to comply with or involuntary violation of local laws and regulations.

We will advance the deposit required by the local authorities to allow your provisional release, up to the amount shown in the Table of Cover.

This advance must be reimbursed within one month of submission of our request for reimbursement. If the bail bond is reimbursed to you before this deadline by the local authorities, it must be returned to us immediately.

We can reimburse you, up to the amount indicated in the Table of Cover, for the fees of any legal representatives that you may be required to call upon if legal action is taken against you, provided that the acts complained of are not punishable under the law of the country.

This cover does not apply to events connected with your professional activity or the safekeeping of a motorised land vehicle.

Search and rescue costs

When practising a covered sport, we cover the cost of search and rescue at sea and in the mountains, including by helicopter (including off-piste skiing), up to **the amount indicated in the Table of Cover Amounts.**

Only costs invoiced by a company duly approved for these activities can be reimbursed.

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

“Extreme sports” option

When the EXTREME SPORTS option has been taken out, cover under this agreement also applies to the sports listed below:

- Climbing, mountaineering and rock-climbing at altitudes of up to 2,000 m,
- Caving, hunting and scuba diving to a depth of 40 metres,

We cover search and rescue costs up to **the amount indicated in the Table of Cover Amounts.**

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

ARTICLE 5

EXCLUSIONS FROM PERSONAL ASSISTANCE

We will not intervene for:

- *Travel undertaken for the purpose of diagnosis and/or treatment,*
- *Medical and hospital expenses in your country of domicile,*
- *Drunkenness, suicide or attempted suicide and any consequences thereof,*
- *Any self-harm by the Insured,*
- *Minor illnesses or injuries which can be treated on site and/or which do not prevent the Insured from continuing their trip,*
- *Pregnancy, unless there is an unforeseeable complication, and in all cases pregnancy beyond the 36th week, voluntary termination of pregnancy and the aftermath of childbirth,*
- *Convalescence and conditions during a course of treatment that have not yet concluded that involve a risk of sudden aggravation,*
- *Previously established illnesses which have been the subject of hospitalisation in the 6 months preceding the date of departure for the trip,*
- *Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,*
- *Prosthesis costs: optical, dental, hearing, functional, etc.*
- *The consequences of infectious risk situations in an epidemic context which are subject to quarantine or preventive measures or specific monitoring by the international health and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin.*
- *The costs of spa/thermal waters treatment, cosmetic treatment, vaccination and resultant costs,*
- *Stays in a rest home and resultant costs,*

- *Rehabilitation, physiotherapy, chiropractor treatments and resultant costs,*
- *Scheduled hospitalisations.*

<p>ARTICLE 6</p> <p>GENERAL EXCLUSIONS</p>
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We will not intervene for:

- *Services which have not been requested during the trip or which have not been organised by us, or in agreement with us, do not give the right, retrospectively, to reimbursement or indemnity,*
- *Dining and hotel expenses, except those specified in the description of cover,*
- *Damage intentionally caused by the Insured and damage resulting from their participation in a crime, offence or an altercation, except in the case of self-defence,*
- *The amount of any conviction and any consequences thereof,*
- *The use of narcotics or drugs not prescribed medically,*
- *The state of alcoholic intoxication,*
- *Customs duties,*
- *Participation as a competitor in a competitive sport or a rally giving the right to 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 professional practice of any sport,*
- *Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,*
- *The consequences of non-compliance with recognised safety rules related to the practice of any leisure sporting activity,*
- *Expenses incurred after returning 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 motorised vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,*
- *Voluntary failure to comply with the regulations of the country visited or the practice of activities that are not authorised by the local authorities,*
- *Official prohibitions, seizures or constraints by the public authorities,*
- *Use by the Insured of air navigation instruments,*
- *The use of war devices, explosives and firearms,*
- *Damage resulting from wilful or intentional misconduct by the Insured as set out in Article L.113-1 of the French Insurance Code,*
- *Suicide and attempted suicide,*
- *Epidemics and pandemics, pollution and natural disasters,*
- *Civil or foreign war, riots, strikes, popular protests, acts of terrorism, hostage-taking,*
- *Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.*

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

ARTICLE 7

OPERATING RULES FOR ASSISTANCE SERVICES

Only a telephone call from the Insured at the time of the event will enable the use of assistance services.

Upon receiving the call, **MUTUAIDE ASSISTANCE** will, once it has verified the rights of the requesting person, organise and pay for the services provided for in this policy.

To benefit from a service, **MUTUAIDE ASSISTANCE** may ask the Insured to justify the capacity they are asserting and to produce, at their own expense, any documents demonstrating this right.

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

MUTUAIDE ASSISTANCE can in no way replace the local emergency aid organisations and intervenes within the limits of agreements given by the local authorities, nor can it cover the costs thus incurred, with the exception of the costs of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the event of mild illness or minor injuries that do not require repatriation or medical transport.

The interventions that **MUTUAIDE ASSISTANCE** is required to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, reliant on obtaining the necessary authorisations from the competent authorities.

When **MUTUAIDE ASSISTANCE** has paid for the transport of the Insured, that person must return their unused scheduled return ticket.

MUTUAIDE ASSISTANCE decides on the nature of the air ticketing made available to the Insured according to the possibilities offered by airlines and the duration of the journey.

ARTICLE 8

CONDITIONS OF REIMBURSEMENT

We can only refund the Insured upon presentation of the original paid invoices that correspond to the costs incurred with our approval.

Reimbursement requests should be sent to:

MUTUAIDE ASSISTANCE
Claims Management Department
126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX

ARTICLE 9

COMPLAINT HANDLING

A complaint is an oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

If you have any complaints about your assistance cover, you can contact **MUTUAIDE** by calling **01.48.82.63.44**.

If your verbal complaint is not resolved to your satisfaction, we invite you to 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 within a maximum of 10 working days from the date of dispatch.

Our response must be sent to you in writing no later than two months after the complaint is sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to Médiation de l'Assurance (the Insurance Ombudsman) on the following website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take your case to court.

A complaint is an oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

If you have any complaints about your insurance cover, please contact **GRITCHEN AFFINITY**.

by email reclamations@gritchen.fr or by post to:

GRITCHEN AFFINITY - Complaints Department
27, rue Charles Durand
CS 70139
18021 BOURGES CEDEX

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

Our response must be sent to you in writing no later than two months after the complaint is sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to Médiation de l'Assurance (the Insurance Ombudsman) on the following website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take your case to court.

<p>ARTICLE 10 DATA COLLECTION</p>

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

- **The answers to the questions asked are compulsory**, and in the event of false declarations or omissions, the consequences may be the nullity of the policy (Article L.113-8 of the French Insurance Code) or the reduction of compensation (Article L.113-9 of the French Insurance),
- **The processing of personal data** is necessary for the signing and performance of its policy and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.

- **The data collected and processed** is kept for the period necessary for execution of the policy or the legal obligation. This data is then archived in accordance with the timeframes specified by the provisions relating to time limits.
- **The recipients of the data** concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Policy and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

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

Information concerning the Insured may also be transmitted to the Underwriter, as well as to all persons accredited as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorised to receive them, as well as departments in charge of checks such as statutory auditors, auditors and departments in charge of internal checks).

In its capacity as a financial organisation, the Insurer is subject to the legal obligations resulting mainly from the French Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such it monitors policies, which could result in the drafting of a declaration of suspicion or a measure of freezing of assets.

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

- The Insured's personal information may also be used within the context of data processing to combat insurance fraud, which may lead, if applicable, to registration on a list of persons presenting a risk of fraud.

This registration could have the effect of extending verification of the Insured's claim, or even the reduction or refusal of the benefit of a right, benefit, policy or service offered.

In this context, personal data concerning the Insured (or concerning persons or parties with an interest in the policy) may be processed by any authorised person working within the entities of the Insurer Group in the context of combatting fraud. This data may also be intended for authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officials, 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 kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert appears to be meaningful. In the event of a meaningful alert, the data is kept for up to five (5) years from when the fraud file is closed, or until the end of the legal proceedings and the applicable limitation periods.

The data of people registered on a list of suspected frauds are deleted after five years from being registered on this list.

- In its capacity as Insurer, it is entitled to process data relating to violations, convictions and safety measures, either when the policy is taken out, or during the period of execution, or within the context of managing any litigation.
- Personal data may be used by the Insurer for its processing operations with the purpose of research and development to improve the quality or relevance of its future insurance or assistance products and service offers.
- The Insured's personal data may be accessible to some of the Insurer's employees or service providers established in countries outside of the European Union.

• Upon proof of identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. The Insured also has the right to ask to limit the use of their data when no longer necessary, or to recover, in a structured format, the data that they provided when necessary for the policy or when they consented to the use of those data.

The Insured has the right to provide instructions on what should be done with their personal data upon their death. These instructions, whether general or specific, concern the storage, removal and communication of the Insured's data after their death.

These rights can be exercised with the Data Protection Representative for the Insured's Data:

- **by email:** to DRPO@MUTUAIDE.fr
- **or by post:** by writing to the following address:

**Data Protection Representative
MUTUAIDE ASSISTANCE
126, rue de la Piazza
CS 20010
93196 Noisy le Grand CEDEX.**

If the Insured makes a request to the Data Protection Representative that is not concluded satisfactorily, the Insured may contact the CNIL (French Data Protection Agency).

ARTICLE 11 SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, to the extent of the indemnities paid and the services provided by it, in the rights and actions of the Beneficiary against any person responsible for the facts which justified its intervention. When the benefits provided in execution of the policy are covered in whole or in part by another company or institution, **MUTUAIDE ASSISTANCE** is subrogated to the rights and actions of the beneficiary against this company or institution.

ARTICLE 12 TIME LIMITS

In application of Article L 114-1 of the French Insurance Code, any action resulting from this policy must be brought within two years of the event giving rise to it. That period is extended to ten years for death cover, when beneficiaries must act within a maximum of thirty years after that event.

However, this time limit only runs:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;
- in the event of a loss, from the day that the concerned parties became aware of it, provided they can demonstrate that they were unaware of it until then.

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

This time limit 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 party against whom the time limit was reached (Article 2240 of the French Civil Code);

- legal action, even in summary proceedings, until termination of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is nullified by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the petitioner withdraws the request or allows the procedure to expire, or if the petitioner's request is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the French Civil Code).

You are reminded that:

Notification made to one of the joint debtors in respect of legal proceedings or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired, interrupts the time limit against all the others, even against their heirs.

However, notification to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit in respect of the other co-debtors, for the part owed by that heir.

To interrupt the time limit period in its entirety in respect of the other co-debtors, all the heirs of the deceased debtor must be notified, or all the heirs must be acknowledged as such (Article 2245 of the French Civil Code).

Notification made to the principal debtor or their acknowledgment shall interrupt the time limit against the surety (Article 2246 of the French Civil Code).

The time limits can also be interrupted by:

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

ARTICLE 13
DISPUTE SETTLEMENT

Any differences arising between the Insurer and the Insured relating to the determination and payment of benefits will be submitted by the first party to take action, failing amicable resolution, to the competent court at the domicile of the beneficiary in accordance with the provisions of Article R 114-1 of the French Insurance Code.

ARTICLE 14
FALSE DECLARATIONS

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

- Any reluctance or intentionally false declaration on your part will render the policy null and void. We shall retain any premiums paid and we shall be entitled to demand payment of any 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 will result in the termination of the policy ten days after the notification is sent to you by registered letter and/or the application of the reduction in indemnities under the French Insurance Code, as set out in Article L 113.9.

ARTICLE 15

REGULATORY AUTHORITY

The authority responsible for supervising MUTUAIDE ASSISTANCE is the **French Prudential Supervision and Resolution Authority (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.**

MUTUAIDE ASSISTANCE ASSISTANCE DEPARTMENT

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

7 days a week – 24 hours a day

- **by telephone from France: 01.48.82.63.44**
(Standard rates apply, as determined by the operator; call may be recorded)
- **by telephone from abroad: 33.1.48.82.63.44 preceded by the local access code to the international network**
(Standard rates apply, as determined by the operator; call may be recorded)
- **by fax: 01. 45.16.63.92**
- **by email: voyage@mutuaide.fr**

To enable us to offer you our best service, please remember to prepare the following information, which you will be asked for when you call:

- Your insurance policy number,
- Your surname and first name,
- Your home address,
- The country, city or location where you are calling from,
- Your precise address (street name and number, hotel, etc.),
- A telephone number at which we can reach you,
- The nature of your problem.

During the first call, you will be given an assistance file number. Always refer to this in all subsequent dealings with our Assistance Department.

GRITCHEN AFFINITY INSURANCE SERVICE / Claims Service

27, rue Charles Durand - CS 70139

18 021 BOURGES CEDEX

- **by email: sinistre@declare.fr**
- **online: <http://declare.fr>**

Remember to gather the following information, which you will be asked to provide when you call:

- Your insurance policy number,

- Your surname and first name,
- Your home address,
- A telephone number at which we can reach you,
- The reason for your declaration.

During the first call, you will be given an insurance file number. Always refer to this in all subsequent dealings with our Insurance Department.