

TRAVEL INSURANCE

Insurance Product Information Document

Mutuaide Assistance, Certification N°4021137 – Insurance undertaking authorized in France, governed by the French insurance Code
and TOKIO MARINE KILN INSURANCE LIMITED – Company established under English law, represented by its French branch, governed by the French insurance Code

Mutuaide



Product: SERENITE n°10140

This document is a summary of the key features of the product. It does not take into account your specific needs and requests. You will find all information on this product in the pre-contractual and contractual documents.

What is this type of insurance?

SERENITE is an insurance contract which is intended to cover the insured party upon and during their service.



What is insured?

- ✓ **PACKAGE CANCELLATION, including in the event of illness related to an epidemic or pandemic** ([coverage details](#))
Up to €305 per person and €1000 per family
- ✓ **CLOSURE OF THE SKI LIFTS** ([coverage details](#))
- ✓ **REFUND OF THE PACKAGE'S UNUSED DAYS AND SKIING LESSONS, including in the event of illness related to an epidemic or pandemic** ([coverage details](#))
- ✓ **LAND SEARCH AND RESCUE FEES** ([coverage details](#))
On marked trails: Actual costs
For off-piste cases: up to €15,245 per person and €38,112 per family
- ✓ **LOCAL TRANSPORT BETWEEN THE HEALTH CENTRE AND THE HOLIDAY LOCATION** ([coverage details](#))
Actual costs
- ✓ **BREAKAGE, LOSS AND THEFT OF SKIS, SLEDGES OR SNOWBOARDS** ([coverage details](#))
Refund of hire fees for a maximum duration of 8 days.
- ✓ **PERSONAL LIABILITY ABROAD** ([coverage details](#))
Up to €4,500,000 in the event of material, immaterial and bodily damages
- ✓ **ADDITIONAL REFUND OF MEDICAL AND HOSPITAL FEES including for insured parties residing in Spain** ([coverage details](#))
Resident in France : €1,500 per person
Resident outside of France : €3,000 per person including the fees of the medical clinic at the ski resort : €400 per person
Excess of €30 per file
- ✓ **REPATRIATION ASSISTANCE** ([coverage details](#))
Medical repatriation
Repatriation in the event of death
Return of accompanying persons
Person accompanying a minor under 15 years old
Replacement driver
Advance of hospital fees in a country where the insured party is not a resident



What is not insured?

- ✗ Unless otherwise specified, climatic events such as storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms,
- ✗ The professional practice of any sport,
- ✗ Participation as a competitor in a competitive sport or a rally,
- ✗ The practice of bobsleighbing, mountaineering and rock climbing,
- ✗ Non-compliance with recognised health and safety rules connected to the practice of any recreational sporting activity,
- ✗ Civil or foreign wars, riots, social movements, strikes, acts of terrorism,
- ✗ Illness, for assistance coverage.



Are there any restrictions on cover?

THE MAIN EXCLUSIONS FROM THE CONTRACT:

- ! Fees incurred without the prior agreement of the Insurance Department
- ! Voluntary participation of an Insured Party in riots or strikes, fights
- ! The consequences of alcohol abuse, the use or intake of medication, drugs or narcotics which have not been medically prescribed
- ! Damages caused by the intentional or wilful misconduct of the Insured Party

MAIN RESTRICTIONS:

- ! The contract must be executed concurrently with the purchase of the package.
- ! In a single contract, all Insured Parties must have subscribed to the same contract.
- ! The insured party must be a resident of a country within the European Union, in the United Kingdom, Switzerland, Norway, Andorra or the Principality of Monaco.

MUTUAIDE ASSISTANCE. 126 rue de la Piazza, CS 20010 – 93196 Noisy le Grand CEDEX. French Société Anonyme (public limited company) with capital of €12,558,240 fully paid. Company governed by the French Insurance Code RCS 383 974 086 Bobigny – TVA FR 31 3 974 086.



Where am I covered?

- ✓ The benefits are applicable in France and in the countries neighbouring the entire skiing area accessible with the package purchased from Altiservice.



What are my obligations?

Under penalty of nullification of the insurance contract or a lapse in coverage:

Upon taking out the contract:

- The Insured Party is required to pay the premium due under the contract
- The Insured Party is required to give precise answers to questions asked by the insurer, notably in the declaration form allowing the evaluation of the risks to be covered.

In the event of an incident:

- Under the insurance coverage:
The Insured Party must declare their incident within 5 working days or 2 working days in the event of theft from the time when they become aware of the incident
- Under the assistance services:
The Insured Party must contact the emergency centre and obtain their prior agreement before taking any action or incurring any expenses.

In any case, the Insured Party must provide the Insurer with any supporting documents required for the implementation of insurance coverage and assistance services set out in the contract



When and how do I pay?

The premium is payable when the contract is taken out, by any means of payment accepted by Altiservice.



When does the cover start and end?

Start and end of coverage

The coverage takes effect at 00:00 on the validity start date of the ski lift Package indicated in the Package, and at the earliest, midday the day after the payment of the premium. And it ends on the Package validity end date.



How do I cancel the contract?

Right to renunciation

It's possible to waive insurance for packages with a duration of more than one month or in the event of multiple insurance policies if the policyholder provides proof of one of the earlier benefits for one of the risks covered by the new contract. To do this, the policyholder must send a letter to Altiservice within 14 calendar days following the date on which the membership is concluded (or from the date on which the interested party received the contractual conditions if this last date is after that on which the membership is concluded).

SERENITE N°10140

INSURANCE COVERAGE	Coverage Amounts	Excess
Package cancellation, including in the event of illness related to an epidemic or pandemic	€305 per person and €1000 per family	None
Closure of ski lifts	Actual costs - Maximum 4 days of closure	None
Refund of the package's unused days and skiing lessons, including in the event of illness related to an epidemic or pandemic	€305 per person and €765 per family and per event	None
Breakage, loss and theft of skis, sledges or snowboards	Hire fees, maximum 8 days	None
Personal liability abroad		
<ul style="list-style-type: none"> Bodily, material and immaterial damages (K1) Including	(K1) €4,500,000 per incident	€150 for material and immaterial damages
<ul style="list-style-type: none"> Consequential material and immaterial damages (K2) 	(K2) €750,000 per incident	
<ul style="list-style-type: none"> Defence before the civil, commercial or administrative courts. Defence of civil interests before criminal courts (K3) 	(K3) Fees paid by the Insurer, unless the applicable coverage limit is exceeded	None
Land search and rescue fees		
On a marked trail	Actual costs	None
In the event of off-piste skiing	€15,245 per person €38,112 per event	None
Local transport between the health centre and the holiday location	Actual costs	None
Refund of medical and hospital fees		
<ul style="list-style-type: none"> resident in France resident outside of France including the fees of the medical clinic at the ski resort 	€1,500 per person €3,000 per person €400 per person	€30 per file (not applicable to the medical clinic fees at the ski resort)
Emergency dental fees	€153 per event	€30 per file
ASSISTANCE COVERAGE	Coverage Amounts	Excess
Repatriation Assistance		
Repatriation or medical transport	Actual costs	None
Repatriation of the body	Actual costs	None
Coffin or urn fees	€1,500	None
Repatriation of accompanying persons	Return travel ticket	None
Repatriation of children under the age of 15	Return trip transport ticket + hotel fees €80 per night (max 2 nights)	None
Replacement driver	Driver	None
Advance of hospital fees (outside of country of Residence):		
<ul style="list-style-type: none"> resident in France resident outside of France 	€1,500 per person €3,000 per person	€30 per file

Subscription deadline

This contract must be executed concurrently with the purchase of the package.

HOW TO CONTACT OUR INSURANCE DEPARTMENT



MARSH

1, rue du Languedoc – CS 45001 – 91222 BRETIGNY-SUR-ORGE Cedex

- **incident declaration on the website:** <https://altiservice.monassuranceski.com/>
- **by letter:** Mon Assurance Ski – 1, rue du Languedoc CS 45001 91222 Brétigny-sur-Orge Cedex

HOW TO CONTACT OUR INSURANCE DEPARTMENT



MUTUAIDE ASSISTANCE

126 rue de la Piazza-CS 20010– 93196 NOISY LE GRAND CEDEX

7 days a week - 24 hours a day

- **by telephone in France:** 01.55.98.71.61
- **by telephone from abroad:** 33 1 55 98 71 61 preceded by local outbound code to access the international network
- **by fax:** 33 1 45 16 63 92
- **by email:** voyage@mutuaide.fr

In order to facilitate our intervention, please gather the following information, which you will be asked for during your call:

- Your contract number,
- Your first name and surname,
- Your home address,
- The country, town or locality where you find yourself at the time of the call,
- Specify the exact address (number, road, possibly hotel, etc.),
- The telephone number at which we can reach you,
- The nature of your problem.

During the first call, an assistance file number will be provided. Use this number systematically during any future communication with our Insurance Department.

In all cases, the declaration must be made within 5 working days or 2 working days in the event of theft from the time when they become aware of the incident. After this time, if the Insurer suffers any damages due to the late declaration by the Insured Party, the latter loses any right to compensation.

GENERAL PROVISIONS

RIGHT TO RENUNCIATION

In the event of distance sales

In accordance with article L.112-2-1 of the French Insurance Code (**only for packages with a duration of more than one month**), a renunciation period of fourteen (14) full calendar days applies in the event of distance sales. This period starts from the date on which the membership is concluded (or from the date on which the interested party received the contractual conditions if this date occurs after that on which the membership is concluded).

In the event of multiple insurance coverage

In accordance with article L. 112-10 of the French Insurance Code, the Insured Party who adheres to an insurance contract for non-professional reasons, if they can prove prior coverage of the risks covered by this new contract, may renounce this new contract, with no fees or penalties, as long as it has not been fully implemented or the Insured Party has not invoked any covered act, and within the limits of a fourteen (14) calendar day period from the conclusion of the new contract.

Terms and conditions

The renunciation may be requested from the Altiservice by letter (5 esplanade Compans-Caffarelli, Bâtiment B – 3ème étage, Boulevard Lascrosses - 31000 TOULOUSE) or email (myaltiski@altiservice.com) according to the following model:

"I the undersigned Residing atrenounce my contract N°... subscribed with Mutuaide in accordance with article L. 112-10 of the French Insurance Code. I testify that on the date of sending this letter, I am aware of no incident calling into question a contractual guarantee. I have attached a copy of the document proving that I am already covered for one of the risks covered by this contract"

CONSEQUENCES OF RENUNCIATION

Exercising the right of renunciation within the period set out in the text above leads to the termination of the contract from the date of reception of the letter or any other durable medium. Once you become aware of an incident calling into question the coverage of the contract, you can no longer exercise this right of renunciation. In the event of renunciation, you are only required to pay the part of the premium corresponding to the period during which the risk was incurred, this period being calculated up to the termination date.

However, the entirety of the premium must be paid to the insurance company if you exercise your right of renunciation while an incident calls into question the coverage of the contract and of which you were unaware has occurred during the renunciation period."

SOME ADVICE

Before going to a country within the European Economic Area, take your European Health Insurance Card issued by the local healthcare insurance office (CPAM) to which you are affiliated, in order to benefit, in the event of illness or accident, from direct coverage of your medical fees (www.ameli.fr).

- Before going abroad, if you are undergoing treatment, don't forget to bring your medication and transport them in your hand luggage in order to avoid your treatment being interrupted in the event of a delay or loss of luggage.
- If you practice a physical or motor activity which carries risk or a trip to an isolated area within the framework of your Travels, we advise you to ensure in advance that an emergency response measure has been implemented by the competent authorities of the country concerned in order to respond to a potential rescue request.
- In the event of loss or theft of your keys, it may be important to know the numbers. Take the precaution of writing these reference numbers.
- What's more, in the event of loss or theft of your identification documents or means of payment, it is easier to reconstruct these documents if you have taken the time to make photocopies and to note the numbers on your passport, identity card and bank card and keep them separate.
- If you are seriously ill or injured, contact us as soon as possible, after having taken the time to call the emergency services (SAMU, firefighters, etc.), which we can replace.

WARNING

Certain pathologies may constitute a limitation to the conditions of application of the contract. We advise that you carefully read these General Terms and Conditions.

COMMON PROVISIONS

DEFINITIONS

Accident

Sudden alteration to the health of the Insured Party caused by an external, sudden event which is beyond the control of the victim during the practice of an amateur activity, the performance of which is included in the package. **The sudden occurrence of an illness will not be considered to be an Accident.**

Insured Party

The natural person, holder of a package purchased from Altiservice in their name and who has been declared as an Insured Party in the Contract by Altiservice to the Insurer.

Insurer

- The insurer is MUTUAIDE ASSISTANCE –126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX – S.A. with capital of €15,180,660 entirely paid – Company governed by the French Insurance Code RCS 383 974 086 Bobigny – TVA FR 31 383 974 086. Hereinafter referred to using the term “we”.
- For the coverage of “Personal liability”: TOKIO MARINE EUROPE INSURANCE LIMITED – 66, rue de la Chaussée d’Antin 75441 PARIS CEDEX 09

Medical authority

Any person with a valid medical or surgical diploma for the country in which the Insured Party is located.

General conditions

These General conditions list the coverage from which the Insured Party benefits as well as their terms of implementation. Only the services and coverage appearing in the Specific conditions are acquired by the Insured Party.

Specific conditions

The Specific Conditions for each Policyholder lists the Insured Parties and the information related to the covered holiday (start and end date) as well as the underwritten solution.

Consolidation

Stabilisation of the Insured Party’s health status which is not likely to see a notable change either positively or negatively.

Contract

The Insurance contract established by the Insurer includes the General conditions and the Specific conditions.

Skiing area

Refers to all slopes which have the same starting point or which connect together through the single intermediary of one or several ski lifts used solely or co-operated by Altiservice and accessible through the Day package purchased from the Altiservice ski lifts. The Skiing area of French winter sports stations and the neighbouring countries are also covered.

Residence

Main and usual place of residence of the Insured Party appearing as a residence on their income tax form. It is located in France, in another country within the European Union, in the United Kingdom, in the Principality of Andorra or Monaco, in Switzerland or Norway.

Medical team

Structure adapted for each specific case and established by the Insured Party’s regulating doctor.

Abroad

Countries outside the country of Residence.

Day package

Refers to the right to access the Skiing area made available to their clients by Altiservice and enabling the use of the infrastructures of the Skiing area for the practice, notably, of snow sports. This is a personal package the duration of which is expressed in number of days.

France

Metropolitan France.

Excess

Part of the incident left to be paid by the Insured Party set out in the contract in the event of compensation following an incident. The excess can be expressed as an amount, a percentage, in days, in hours, or in kilometres.

Insured family members

The spouse or common-law partner of the Policyholder, or any person linked to them by a civil partnership, ascendants, descendants, step-fathers, step-mothers, brothers, sisters of the Policyholder or their partner. They must have also subscribed to this Contract and be residents of the same country of Residence as the Policyholder.

The "Family" rate is only applied when a minimum of 3 people from the same family have subscribed to the same contract.

Policyholder

Natural person with a ski lift package from Altiservice having subscribed to this Contract, established as so in the Specific conditions and who undertakes to pay the insurance premium.

Travel ticket

Within the framework of public passenger transport, it refers to the document which enables the Insured Party to prove the payment of transport.

Territoriality

Any Insured Party may benefit from coverage in the event of the occurrence of a covered event strictly defined below at the Skiing areas of winter sports stations accessible through the Altiservice ski lift package issued in France and in the neighbouring countries.

WHAT IS THE GEOGRAPHIC COVERAGE OF THE CONTRACT?

The benefits subscribed to under this Contract are applicable in France and in the countries neighbouring the entire Skiing area accessible with the Day package purchased from Altiservice.

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO OUR COVERAGE?

Other than the exclusions set out under each guarantee in the Contract, the following are excluded and may not give rise to the intervention from the Insurer, or be subject to any kind of compensation:

• any consequences:

- of alcohol abuse (blood alcohol level above the level set out by regulations in force), the use or intake of medication, drugs or narcotics which have not been medically prescribed;
- damages caused by the intentional or wilful misconduct of the Insured Party under article L.113-1 of the French Insurance Code;
- damages intentionally caused by the Insured Party as well as those resulting from their voluntary participation in a crime, an offence or fights, unless in the case of self-defence;
- the participation as a competitor in a sporting competition or a rally leading to a national or international ranking which is organised by a sporting federation for which a sports licence is issued as well as the training for these competitions;
- a voluntary disregard for the regulations of the visited country or the practice of activities which are not authorised by the local authorities;
- the professional practice of any sport;
- the practice, even in an amateur capacity, of the following sports: motor sports (regardless of the vehicle used), air sports, mountaineering, bobsleigh, rock climbing, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking;
- the participation in competition or endurance or speed challenges and their preparatory trails, on board any terrestrial, nautical or aerial engine.
- non-compliance with recognised health and safety rules connected to the practice of any recreational sporting activity;
- disintegration of the atomic nucleus or any irradiation from a source of energy presenting a radioactive nature;
- the Insured Party's use of devices for aerial navigation as well as machines of war, explosives and firearms;
- civil or foreign war, riots, strikes, social movements, lock-outs, acts of terrorism, taking of hostages, piracy, sabotage;

- climatic events such as storms, hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms;
- resulting from pollution or natural disasters;
- cases of force majeure;
- official prohibitions, seizures or restrictions from the police;
- services which have not been requested during the holiday or which have not been organised by us, or in agreement with us do not later accord the right to a refund or compensation;
- the amount of convictions and their consequences;
- catering and hotel fees, except those specified in the coverage text;
- the fees linked with excess luggage weight during transport via plane and the luggage freight fees when they cannot be transported with the Insured Party;
- the fees not justified by the original documents;
- the fees incurred by the beneficiary for the issuance of any official document;
- customs fees;
- the fees incurred after the return from the holiday or expiry of the coverage;
- any intervention initiated or organised on a state or interstate level by any government or non-government authority or organisation;
- suicide or suicide attempt.

YOUR INSURANCE COVERAGE

PACKAGE CANCELLATION

WHAT DO WE COVER?

The coverage establishes the refund to the Insured Party of the ski lift package and lessons purchased at an Altiservice station due to the occurrence of one of the following events before the validity start date of the package:

- **In the event of a serious personal injury, serious illness (including in the event of an illness related to an epidemic or pandemic) or death of the Insured Party, or a Member of their family who is also insured for the same period which renders the amateur practice of skiing or any other snow sports impossible, as well as sporting activities the access to which is included in the issued package or the obligation to keep the room;**
- **In the event of hospitalisation following a serious personal injury** with life-threatening implications (on the advice of Mutuaide Assistance medical team) or the death of an insured Family member;
- If the Insured Party or their partner must be **made redundant**, provided that the procedure has not been started on the day of subscribing to this Contract;
- **In the event of significant material damages**, occurring at the Residence of the Insured Party or their business premises or their farm, of which they are the owner, renter or occupant for free, are destroyed by more than 50%;
- **In the event of modification or removal by the Insured Party's employer, of their holiday time** which was agreed upon prior to subscribing to this contract, provided that the purchase of ski lift packages and lessons had been made after the granting of the holiday time.

The coverage is only applied to employed Insured Parties for whom the granting and the removal/modification of said holiday time comes from a hierarchical authority. The coverage is only applicable to the managers and legal representatives of companies.

- **In the event of a lack of snowfall** leading to the closure of more than 70% of ski lifts, normally in service at the winter sports station which issued the package, for at least two consecutive days throughout the five (5) days which precede the validity date of the ski lift package, only:
 - In the stations located at more than 1,200 metres altitude, between the 15th of December and the 15th of April;
 - Or in the stations located at 1,100 metres with a chairlift or cable car transporting skiers at a minimum altitude of 1,300 metres, between the 15th of December and the 1st of April;
- In the event that it is impossible to access the winter sports station accessible through the ski lift package and meeting point for lessons, for a duration of at least 24 consecutive hours by road or rail due to exceptional climatic events.

FOR WHAT AMOUNT DO WE INTERVENE?

The compensated amount may not exceed €305 per Insured Party and €1,000 per insured family.

WHAT WE EXCLUDE:

Other than the exclusions common to all coverage, cancellations following one of the following events or circumstances are excluded:

- **The Insured Party's depressive state, psychological illness, mental illness not requiring hospitalisation or a hospitalisation less than or equal to 3 consecutive days;**
- **Abortions, their consequences and complications;**
- **Beauty treatments, therapies, in vitro fertilisation;**
- **Cancellations resulting from regular monitoring and assessments.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The Insured Parties, or their beneficiaries, must send an incident declaration to MARSH, via the website:

<https://altiservice.monassuranceski.com/>

The declaration must include the following information:

- Surname, first name and address of the Insured Party;
- Contract number;
- Specific reason for cancellation (illness, accident, professional problem, incident, etc.).

If the reason for the cancellation is an illness or a physical accident, the Insured Party or their beneficiaries, must also communicate to **MARSH**, within 10 days following the incident, the initial medical certificate specifying the date and the nature of the illness or the accident.

MARSH will send the file to be completed to the Insured Party or their beneficiaries.

This must be returned to **MARSH** completed with a copy of the contract attached and any documents requested to prove the reason for the cancellation and to evaluate the amount of damages (original of the package, original of the invoice for lessons, original supporting documents showing the reason for cancellation: death certificate, incident declaration...).

The refund is sent directly to either the Insured Party, or their beneficiaries.

CLOSURE OF THE SKI LIFTS

WHAT DO WE COVER?

The coverage is intended to refund Insured Parties for the unused days of their package, in the event of the closure of more than 70% of the Skiing area's capacities for a continuous minimum duration of 5 consecutive hours, during an operational day, following bad weather.

By bad weather, we mean any sudden deterioration in weather which is unpredictable at the time of opening, leading to the closure of more than 70% of this Skiing area, for a continuous minimum duration of 5 consecutive hours.

FOR WHAT AMOUNT DO WE INTERVENE?

We refund Insured Parties for unused days of their package for up to 4 days maximum of closure. In order to receive a refund, the Insured Party must not have used the ski lifts on the day of bad weather (except for gondolas and cable cars which enable access to the Skiing area).

The 1 day package, the price for which is adapted to the bad weather situation (reduced area price), does not enter into the bad weather coverage.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The Insured Parties, or their beneficiaries, must send an incident declaration to MARSH, via the website:

<https://altiservice.monassuranceski.com/>

This declaration must be accompanied by the following documents:

- the original of their Altiservice package with the Specific conditions specifying the subscribed option;
- certification from the operators of the ski lifts confirming the origins, the dates and the duration of the closure;
- the bank details of the Insured Parties who purchased the packages and are requesting a refund for the unused days (IBAN),
- any supporting documents requested by **MARSH**.

REFUND OF THE PACKAGE'S UNUSED DAYS AND SKIING LESSONS

WHAT DO WE COVER?

The coverage is intended to refund Insured Parties for the unused days of their package of more than one day when it has been impossible to continue practising the activity for which the package was purchased and participating in the possible skiing lessons purchased at the Skiing area, following the occurrence of a covered chance event.

IN WHAT CASES DO WE INTERVENE?

In order to benefit from this compensation, the impossibility of continuing the activity for which the Insured Party has purchased their package, must be due to the occurrence, after the purchase of the Contract, of one of the following events:

- **Serious illness (including in the event of illness related to an epidemic or pandemic) or a serious physical injury making it impossible to practice skiing or any other snow sport at an amateur level**, as well as the sporting activities the access to which are included in the package issued, or the obligation to keep the room:
 - Of the Insured Party;
 - Of their spouse or common-law partner who is also a beneficiary of this Contract;
 - Of their financially dependent children or their grandchildren who are also beneficiaries of this Contract.
- **Medical repatriation organised by MUTUAIDE ASSISTANCE or by another assistance company;**
- **Repatriation in the event of death organised by MUTUAIDE ASSISTANCE or by another assistance company;**
- **Organisation and coverage for the return of Members of the family;**
- **The early return of the Insured Party** following:
 - a serious bodily injury with life-threatening implications or the death of the spouse or common-law partner of the Insured Party or any person connected to them through a civil partnership, their ascendants, descendants, brothers, sisters, step-fathers, step-mothers who reside in their country of Residence;
 - the unpredictable hospitalisation of an underaged child who remains at their Residence
 - serious material damages requiring the presence of the Insured Party in order to complete the necessary formalities on site where the following is located:
 - their main residence;
 - their farm;
 - their business premises.

FOR WHAT AMOUNT DO WE INTERVENE?

We refund from the day following the event, the unused package days and the skiing lessons up to **€305 per Insured Party and €765 per family and per event**.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The Insured Parties, or their beneficiaries, must send an incident declaration to MARSH, via the website:

<https://altiservice.monassuranceski.com/>

Their declaration must be accompanied by the following documents:

- the original of their Altiservice package;
- if needed, the invoice for their lessons;
- the initial medical certificate recommending against the practice of a snow sport and specifying the date and nature of the Accident or the death certificate,
- the Insured Party's bank details, or in the event of the death of the Insured Party, the details of their beneficiaries (IBAN),
- any supporting documents requested by **MARSH**.

BREAKAGE, LOSS AND THEFT OF SKIS, SLEDGES OR SNOWBOARDS

WHAT DO WE COVER?

In the event of accidental breakage, loss or theft of the Insured Party's personal skis, sledges or snowboards occurring during the mountain holiday, we refund the Insured Party for the cost of hiring the equivalent replacement equipment made available by a professional rental company.

FOR WHAT AMOUNT DO WE INTERVENE?

The hiring fees are refunded for a maximum duration of 8 days if the equipment cannot be repaired or during repair which cannot exceed 8 days.

The day of the call and the day on which the hired equipment is returned each count as one day in the aforementioned duration.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The unusable equipment must be presented to the professional rental company from the first day of the rental. This equipment must have been purchased less than 5 years ago.

The Insured Parties, or their beneficiaries, must send an incident declaration to MARSH, via the website: <https://altiservice.monassuranceski.com>

The declaration must be accompanied by the following supporting documents:

- The original invoice for equipment hire issued by the professional rental company.
- The sworn statement countersigned by the professional rental company confirming that your equipment has been broken.
- The copy of the ski lift package indicating the insurance contract number as well as the validity dates.

WHAT WE EXCLUDE

As well as the exclusions for all coverage options, the following are also excluded and may not give rise to our intervention, or be subject to compensation of any kind:

- **The consequences of broken or lost poles,**
- **The simple deterioration of equipment,**
- **Breakage of the bindings when this is not associated with the breaking of the skis.**

PERSONAL LIABILITY ABROAD

SPECIFIC DEFINITIONS

Insured Parties

For the “Personal liability abroad” coverage, Insured Parties are considered to be people who are residents of mainland France or its overseas departments and who are subscribed to this policy via a tour operator or a travel agency.

Residence

For the “Personal liability abroad” coverage, the residence of the Insured Party must be located in mainland France or an overseas territory.

Personal injury

Any personal injury suffered by a natural person and the resulting damages.

Material damage

Any damage or destruction of a thing or substance. Any physical damage to an animal.

Consequential immaterial damages

Any pecuniary damage resulting from the total or partial withdrawal of enjoyment of an asset or a right, the loss of a benefit, the loss of clientele, the interruption of a service or an activity, and which is the direct consequence of covered personal or material injury.

Harmful event

Event which constitutes the cause of damages.

Absolute excess

The amount (or the percentage) which remains in any event to be paid by the Insured Party of the compensation amount due by the Insurer. The excess is applied by incident, regardless of the number of victims. The excesses expressed as a percentage are applied to the amount of compensation due by the Insurer.

Accidental pollution

The emission, dispersion or depositing of any solid, liquid or gaseous substance diffused by the atmosphere, the earth or water, which results from a sudden and unforeseen event and which does not occur in a slow, gradual or progressive way.

Complaint

Any request for amicable or contentious compensation, made by the victim of damages or their beneficiaries and sent to the Insured Party or the Insurer.

Civil liability

Legal obligation which gives any person the responsibility to repair the damages they have caused to a third party.

Incident

Any damage or set of damages caused by a third party, incurring the liability of the Insured Party, resulting from a harmful event and having given rise to one or several claims. The harmful event is that which constitutes the cause of damages.

A set of harmful events having the same technical cause is equivalent to a single harmful event.

Third party

Any person other than the Insured party.

Motorised land vehicle

Machine which moves on the ground (meaning other than air or naval), without being linked to a rail line, self-propelled artillery (propelled by its own driving force) and which is used to transport people (even if they are not the driver) or things.

PURPOSE OF THE COVERAGE

The Insurer covers the Insured Party against any financial consequences of the civil liability which may fall to them due to consequential bodily, material and immaterial damages, caused to third parties during their personal life.

By personal we mean any activity which is not professional.

DEFENCE

The Insurer shall assume the defence of the Insured Party under the conditions cited in article 34, paragraph 1.

WHAT WE EXCLUDE

The following is excluded:

- ◆ The consequences of the wilful misconduct of the Insured Party.
- ◆ The damages caused by declared or undeclared civil or foreign war, riots and social movements, strikes, acts of terrorism, bombings or sabotage.
- ◆ Damages caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other cataclysms.
- ◆ Damages rendered inevitable through the wilful act of the Insured Party and which causes the insurance contract to lose its nature as a random contract covering uncertain events (Article 1964 of the French Civil Code).
- ◆ The fine and any other criminal sanction imposed personally on the Insured Party.
- ◆ the damages or worsening of damages caused:
 - by arms or machines intended to explode through modification of structure of an atom's nucleus,
 - by any nuclear fuel, product or radioactive waste,
 - by any source of ionising radiation (in particular any radioisotopes).
 - ◆ The consequences of the presence of asbestos or lead in the buildings or works belonging to or occupied by the Insured Party, research studies, destruction or neutralisation of asbestos or lead, or the use of products containing asbestos or lead.
 - ◆ The consequences of contractual commitments accepted by the Insured Party and which increase the liability which would have fallen upon them in the absence of said commitments.
 - ◆ In the United States of America and Canada:
 - punitive damages and exemplary damages,
 - pollution damages.
 - ◆ The types of damages listed in article L. 211-1 of the French Insurance Code regarding the obligation of automobile insurance and caused by motorised land vehicles, their trailers or tractor-trailers of which the Insured Party is the owner, the care or use (including due to the falling down of accessories and products serving for the use of the vehicle, and the objects and substances it transports).
 - ◆ The consequential material and immaterial damages, caused by a fire, an explosion or water damage occurring within the buildings of which the Insured Party is the owner, renter or occupant.
 - ◆ Thefts committed in the buildings listed in the previous exclusion.
 - ◆ Consequential material (other than those listed in the two previous exclusions) and immaterial damages caused to assets which the liable Insured Party is looking after, using or storing.
 - ◆ Consequences of air, maritime, river or lake navigation through the use of devices of which the Insured Party is the owner, is looking after or uses.
 - ◆ Damages caused by weapons and their munitions the ownership of which is forbidden and which are owned by the Insured Party without governmental authorisation.
 - ◆ Damages subject to a legal insurance obligation and resulting from the practice of hunting.
 - ◆ Damages caused by animals other than domestic pets.
 - ◆ Damages caused by first category dogs (attack dogs) and second category dogs (guard dogs), established in article L. 211-1 of the French Rural Code, and by wild animals which have been domesticated or kept in captivity, cited in article 212-1 of the French Rural Code, stray or not, of which the Insured Party is the owner or guardian (law no. 99-5 from the 6th of January 1999 relating to dangerous and stray animals and the protection of animals).
 - ◆ The consequences:
 - of the organisation of sporting competitions;
 - of the practice of sports as a holder of a licence from a sporting federation;
 - the practice of air or nautical sports.

It is specified that for any incidents occurring in the USA or CANADA, the medical fees and various legal fees are included in the coverage amounts and subject to the application of the excess.

DURATION OF COVERAGE

The coverage of this contract is triggered by the harmful event and covers the Insured Party against the financial consequences of incidents, once the harmful event occurs between the coverage initially coming into effect and its termination or expiration date, regardless of the date of the other elements constituting the incident (article L 124-5 of the French Insurance Code).



COVERAGE AMOUNTS

The amounts of coverage expressed by incident constitute the limit of the Insurer's commitment for all claims related to the same harmful event. The date of the incident and that of the harmful event. The conditions and amounts of coverage are in force on this date. The amount of coverage is fixed as set out in the Table of Benefits.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

You must contact:

**MUTUAIDE - SERVICE ASSURANCE
TSA 20001 - 93196 NOISY LE GRAND CEDEX**

LAND SEARCH AND RESCUE FEES

WHAT DO WE COVER?

The coverage is intended to refund Insured Parties for the search and rescue fees likely to be invoiced to them when they have needed assistance on or near the Skiing area with the intervention of approved companies or teams.

FOR WHAT AMOUNT DO WE INTERVENE?

On the marked trails of the Skiing area located in France and accessible with the Altiservice package, we cover the real fees. In the event of off-piste skiing, the coverage is limited to €15,245 per Insured Party and €38,112 per event for the duration of the coverage.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The Insured Parties, or their beneficiaries, must send an incident declaration to MARSH, via the website:

<https://altiservice.monassuranceski.com/>

Your incident declaration must be accompanied by:

- the original of the Altiservice package;
- the original invoice for rescue fees paid by the Insured Parties or, if they have not yet been paid, the original invoice for rescue fees accompanied by the Rescue Response Sheet issued by the certified responders;
- and, if the invoice has already been paid by the Insured Parties, their banking details (IBAN). The Insured Parties or their beneficiaries who have paid for the search and rescue fees shall receive the refund.
- When the search and rescue fees have been invoiced directly by the local authorities to which the Skiing area reports, we formulate and send the payment within the limits, to the local authority who established the invoice.

LOCAL TRANSPORT BETWEEN THE HEALTH CENTRE AND THE HOLIDAY LOCATION

WHAT DO WE COVER?

The coverage is intended to refund Insured Parties for local transport fees (Bus or Taxi) from a medical centre to their holiday location when they have been the victim of an Accident requiring their transport to a medical centre in order to receive care or undergo medical tests.

FOR WHAT AMOUNT DO WE INTERVENE?

We refund Insured Parties for the real fees of local transport (taxi or public transport) from the medical centre to their holiday location.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The Insured Parties, or their beneficiaries, must send an incident declaration to MARSH, via the website:

<https://altiservice.monassuranceski.com/>

This declaration must be accompanied by the following documents:

- the original of their Altiservice package with the Specific conditions specifying the subscribed option,
- the initial medical certificate specifying the date and nature of the Accident and address of hospitalisation or consultation;
- the original invoice for public transport the refund of which has been requested;
- their bank details (IBAN).

The Insured Parties or their beneficiaries shall receive the refund.

ADDITIONAL REFUND OF MEDICAL AND HOSPITAL FEES

WHAT DO WE COVER?

When medical fees have been incurred, we refund you for the amount of these fees which will not have been covered by insurance organisations to which you may be affiliated.

We intervene once the refunds have been carried out by the aforementioned organisations, after deduction of an excess, the amount of which is indicated in the Table of benefits, and subject to the original documents proving the refund from your insurance organisation have been shared.

This refund covers the fees established below, provided that they concern the care received following an illness or an Accident which occurred outside of your country of Residence.

In this case, we refund the amount of fees incurred **up to a maximum amount indicated in the Table of benefits**.

In the event that the insurance organisation to which you contribute will not cover the incurred medical fees, we refund the incurred fees **within the limits of the amount indicated in the Table of benefits**, subject to you communicating the original invoices for medical fees and the certification of non-coverage issued by the insurance organisation.

This service stops on the day we are able to carry out your repatriation.

Nature of fees leading to a refund:

- medical fees,
- visiting, consultation, nursing care fees,
- fees for medication prescribed by a doctor or surgeon,
- fees for an ambulance prescribed by a doctor as transport to the closest possible hospital and only in the event of the insurance organisations refusing to cover this,
- hospitalisation fees provided that you are deemed unable to be transported by our doctors, after gathering information from the local doctor (the hospital fees incurred from the day when we are able to carry out your repatriation are not covered),
- emergency dental fees (limited to the amount indicated in the Table of benefits).

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

The Insured Parties, or their beneficiaries, must contact **MARSH**.

Their incident declaration must be accompanied by the following documents:

- the nature, the circumstances, the date and place of occurrence of the Accident requiring the payment of medical fees on site;
- a copy of issued prescriptions;
- a copy of the invoices of all incurred medical expenses;
- the original slips and/or breakdown of the refund of all paying organisations concerned and/or the confirmations of refusal to pay;
- in the event of an Accident, the name and address of the person responsible and, if possible, witnesses, indicating if a report or statement was established by the relevant authorities;
- in addition, the Insured Party must send to **MARSH** the initial medical certificate specifying the nature of the Accident and any other certificate that **MARSH**'s services may ask them.
- in general, any items which may enable a precise assessment of the real fees remaining to be paid.

In the event that these documents cannot be provided, MARSH cannot proceed with the requested refund.

PROCESSING OF CLAIMS FOR INSURANCE COVERAGE

In the event of a dispute or dissatisfaction regarding the implementation of your Insurance Coverage contract:

Coverage concerned	Recipient of the claim
<ul style="list-style-type: none"> • Package cancellation • Closure of ski lifts • Refund of the package's unused days and lessons • Breakage, loss and theft of skis, sledges or snowboards • Personal liability • Land search and rescue fees • Local transport between the health centre and the holiday location • Additional refund of medical and hospital fees 	<p>You can send your claim via email to MARSH at: reclamation.sam.loisirs@sam-assurance.com</p> <p>If you are not fully satisfied with the response, you can send a letter to:</p> <p style="text-align: center;">MUTUAIDE SERVICE INSURANCE TSA 20001 93196 Noisy le Grand Cedex</p> <p>MUTUAIDE undertakes to receive your letter within 10 working days. It will be processed within 2 months at the latest.</p>
Personal liability abroad	<p>You can send your claim via letter to:</p> <p style="text-align: center;">TOKIO MARINE EUROPE INSURANCE LIMITED 66, rue de la Chaussée d'Antin 75441 PARIS CEDEX 09</p> <p>The Insurer acknowledges the reception of the claim within a period which must not exceed 10 working days from receiving it, unless the response itself is provided to the client within this period. They send the response to the Insured Party within a period which must not exceed two months following the date of reception.</p>
For all benefits	<p>If the disagreement persists, you can contact La Médiation de l'Assurance (Insurance Mediation Service) by post at:</p> <p style="text-align: center;">La Médiation de l'Assurance TSA 50110 75441 PARIS CEDEX 09 www.mediation-assurance.org</p> <p>La Médiation de l'Assurance does not have the jurisdiction to access subscribed contracts for covering professional risks.</p>

YOUR ASSISTANCE COVERAGE

REPATRIATION ASSISTANCE

REPATRIATION OR MEDICAL TRANSPORT

You fall ill or are injured during a covered journey. We organise and cover the repatriation to your Residence or to a hospital near you.

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

The decision to repatriate is made by our medical advisor, following advice from the attending physician or possibly the family doctor.

During your repatriation, and under the prescription of our medical advisor, we organise and cover transport for one companion.

Any refusal of the solution proposed by our medical team leads to the cancellation of Repatriation Assistance coverage.

REPATRIATION OF THE BODY

You die during a covered journey. We organise the repatriation of your body to a funeral service location in your country of Residence.

In doing so, we cover up to the amount indicated in the Table of Benefits:

- The fees for transporting the body,
- The fees linked to embalming mandated by applicable law,
- The fees directly required for the transport of the body (handling, specific facilities for transport, preparation).

The fees for the funeral, ceremony, procession, incineration and burial remain payable by the family of the Insured Party.

REPATRIATION OF ACCOMPANYING PERSONS

You are medically repatriated or you die during a covered journey.

We organise and cover, if they do not fall into the initially established means, the transport to the Residence for your beneficiary Family Members or any insured person accompanying you when the event occurred, via 1st class train journey or economy class plane journey.

REPATRIATION OF CHILDREN UNDER THE AGE OF 15

If you have an Accident and no one is able to take care of your children under the age of 15, we organise and cover the 1st class return train trip or economy flight, of one person of your choice or one of our hostesses to take them back to your Residence or that of a Family member.

We organise and also cover the accommodation fees (bedroom and breakfast) of this companion **up to the amount indicated in the Table of benefits.**

REPLACEMENT DRIVER

You have an Accident during a covered trip in one of the countries listed below and you can no longer drive your vehicle: if none of the passengers can replace you, we make a driver available to you to bring the vehicle back to your place of Residence via the most direct route.

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

The driver is required to respect the labour legislation, and in particular must, under the current French regulations, take a break of 45 minutes after 4 hours and 30 minutes of driving, the overall daily driving time must not exceed 9 hours.

If your vehicle is more than 8 years old and/or has travelled more than 150,000km or if its condition and/or its load does not comply with the standards established by the French Traffic Regulations, you must inform us. We thus reserve the right to not send a driver.

In this case, and in lieu of sending a replacement driver, we provide and bear the cost of a 1st class train ticket or an economy class plane ticket to allow the Insured Party to recover the vehicle.

This service only applies in the following countries: France (including Monaco, Andorra, excluding Overseas territories, departments and communities and *sui generis* communities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland.

The cost of fuel, tolls, parking, hotels and catering of the possible passengers remain payable by you.

ADVANCE OF HOSPITAL FEES (OUTSIDE OF THE COUNTRY OF RESIDENCE)

We may, within the limits of the coverage amounts set out above, advance the hospital fees that you will incur outside of your country of Residence, under the following cumulative conditions:

- the MUTUAIDE ASSISTANCE doctors must judge, after gathering information from the local doctor, that it is impossible to repatriate you immediately to your country of Residence.
- the treatments for which the advance is applied must be prescribed in agreement with the medical authorities of MUTUAIDE ASSISTANCE.
- you or any other person authorised by you must formally undertake through the signing of a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this service:
 - to undertake the steps for covering the fees with insurance organisations within 15 days from the date of sending the elements necessary for these steps by MUTUAIDE ASSISTANCE,
 - to carry out the refunds of amounts received to MUTUAIDE ASSISTANCE on behalf of insurance organisations in the week following the reception of these funds.

Remaining solely at our charge, and within the limits of the coverage amounts established for the “medical fees” service, the fees not covered by the insurance organisation. You must provide us with a certification of non-coverage issued from these insurance organisations, in the week following its reception.

In order to maintain our subsequent rights, we reserve the right to request from you or your beneficiaries a letter of engagement committing you to carry out the steps with social organisations and refund us for the fees received.

If these coverage steps are not carried out with the insurance organisations within the deadline, or if MUTUAIDE ASSISTANCE are not presented with the certification of non-coverage from these insurance organisations within the deadline, you will under no circumstances claim the “medical fees” service and must refund the entirety of the hospital fees advanced by MUTUAIDE ASSISTANCE, which will initiate, if needed, any recovery procedure, the cost of which will be covered by you.

WHAT WE EXCLUDE UNDER THE REPATRIATION ASSISTANCE COVERAGE

In addition to the exclusions which appear in the article “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO OUR COVERAGE?”, the following does not lead to our intervention:

- illness;
- benign disorders or injuries which may be treated on site and do not prevent the Insured Party from continuing with their trip;
- convalescences and diseases undergoing treatment, not yet consolidated and presenting a risk of sudden worsening;
- damages and repatriation resulting from unbound accidents or disabilities of an evolving nature, prior to the effective date of this Contract;
- Pregnancy, unless an unpredictable complication, and in any cases, pregnancy beyond the 36th week, abortion, following childbirth;
- events linked to a medical treatment or a surgical intervention is not of an emergency, incidental or accidental nature;
- vaccination fees;
- fees of prosthesis, equipment: **optical, dental, auditory, functional, etc.**, except those expressly listed in the coverage;
- the fees of spa therapy, beauty treatments, holidays in nursing homes and the resulting fees;
- the fees of rehabilitation, physical therapy, chiropractic and the resulting fees;
- non-emergency hospitalisations.



PROCESSING OF CLAIMS FOR ASSISTANCE COVERAGE

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

For any claim on your assistance guarantees, you can contact MUTUAIDE by calling +33(0)1 55 98 71 61.

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail 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 of 10 working days from the date it was sent.

Our response must be given to you in writing within two months of the complaint being sent.

If you are not satisfied with this reply, or if no reply has been received within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website www.mediation-assurance.org or by post (La Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

CONTRACT FRAMEWORK

EFFECTIVE DATE AND DURATION OF COVERAGE

For cancellation:

The coverage takes effect on the day of purchasing the package, date of payment of the premium. It ends on the validity date for the ski lift Package indicated in the Package.

For other coverage:

The coverage takes effect at 00:00 on the validity start date of the ski lift Package indicated in the Package, and at the earliest, midday the day after the payment of the premium. And it ends on the Package validity end date.

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it is evaluated by expert appraisal, subject to respective rights of the Insured Party and the Insurer.

Each of them chooses their expert. If these experts cannot reach an agreement, they call on a third expert and all three will work together and by majority of votes cast.

If one of us fails to name an expert or if the two experts fail to come to an agreement on the choice of a third, the choice is made by the President of the Tribunal de Grande Instance, ruling as a referee. Each of the parties bears the cost of their expert's fees, and if needed, half that of the third expert.

WHEN WILL YOU BE COMPENSATED?

The payment intervenes within 15 days from the agreement between the parties or from the notification of the enforceable court decision.

WHAT ARE THE SANCTIONS APPLICABLE IN THE EVENT OF A FALSE DECLARATION FROM YOU?

- **Concerning the risk to be covered**

When they change the purpose of the risk or by lowering our opinion:

Any reluctance or intentionally false declaration on your part will lead to the invalidity of the contract. The premiums paid remain our property and we will have the right to require the payment of lapsed premiums, as established in article L 113.8 of the French Insurance Code.

Any omission or false statement made by you in bad faith shall lead to the termination of the contract 10 days after the notification that will be sent to you via registered letter and/or the application of the reduction of compensation from the French Insurance Code as established in article L 113.9

- **At the moment of the incident**

Any intentional fraud, reluctance or false declaration made by you regarding the circumstance or the consequences of an incident will lead to the loss of any right to service or compensation for this incident.

CUMULATIVE INSURANCE

In accordance with the provisions of Article L. 121-4 of the French Insurance Code, when several insurances are taken out without fraud, each of them produces its effects within the coverage limits of the contract, and in compliance with the provisions of article L 121-1 of the French Insurance Code.

SUBROGATION

MUTUAIDE ASSISTANCE is subrogated up to the compensation paid and services provided by them under the rights and actions of the Insured Party, against any person responsible for events which motivated the intervention. When the services provided in execution of the agreement are covered fully or partially by another company or institution, MUTUAIDE ASSISTANCE is subrogated under the rights and actions of the Insured Parties against this company or this institution.

WHAT ARE THE LIMITATION PERIODS?

Pursuant to article L 114-1 of the French Insurance Code, any legal action arising from this contract is limited to two years from the event giving rise to it.

However, this period shall not run:

- in the event of concealment, omission, false or inaccurate declaration on the risk involved, only from the day on which in the Insurer became aware of it;
- in the event of an incident, only on the day on which the interested parties became aware of it, if they prove that they were unaware up to that point.

When the Insured Party's action against the Insurer is based on the action of a third party, the prescription period only runs from the day on which this third party has taken legal action against the Insured Party or has been compensated by the latter.

This limitation period may be interrupted, in accordance with article L114-2 of the French Insurance Code, by one of the following common causes of interruption:

- the acknowledgement by the debtor of the right of the person against whom he was prescribing (article 2240 of the French Civil Code);
- a legal claim, even a summons, up to the termination of these proceedings. The same occurs when the demand is brought before a court without jurisdiction when the act of referral to the court is annulled on account of a procedural defect (articles 2241 and 2242 and French Civil Code). Interruption fails to occur if the plaintiff abandons his judicial demand or allows the proceedings to lapse, or if the demand is definitively rejected (article 2243 of the French Civil Code);
- a conservatory measure taken in application of the Code of the Civil Procedures of Enforcement or of an act of forced execution (article 2244 of the French Civil Code).

It is recalled that the calling in of one joint debtor by judicial demand, or by an act of forced execution, or by the acknowledgement by the debtor of the right of the person against whom he was prescribing, interrupts the period of prescription against all the others, even against their heirs.

But the calling in of one of the heirs of a joint debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in case of a mortgage claim, if the obligation is divisible. This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound.

To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the acknowledgment must be addressed to all these heirs (article 2245 of the French Civil Code).

A calling in addressed to the principal debtor or his acknowledgement interrupts the period of prescription against the surety (article 2246 of the French Civil Code). The limitation period may also be interrupted by:

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

DATA COLLECTION

The Insured Party recognises being informed that the Insurer, processes their personal data in accordance with regulations related to the protection of personal information in force and furthermore that:

- The responses to the questions posed are compulsory and that in the event of false declarations or omissions, the consequences may lead to the invalidity of the contract (article L 113-8 of the French Insurance Code) or the reduction of compensation (article L 113-9 of the French Insurance Code),
- The processing of personal information is necessary for the subscription and execution of their contract and their coverage, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The collected and processed data is kept for the duration necessary for the execution of the contract or the legal obligation. This data is then archived in accordance with the durations established by the provisions related to prescription.
- The recipients of their data are, within the limitations of their duties, the Insurer's departments in charge of the transfer, management and execution of the insurance Contract and the coverage, its delegates, agents, partners, subcontractors, reinsurers within the framework of the performance of their duties.

They may also be shared if needed with professional organisations as well as any people intervening in the contract such as lawyers, experts, legal representatives and judicial officers, legal guardians, investigators.

Information about them may also be shared to the Policyholder, as well as any authorised people as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorised to receive them, as well as to the services in charge of monitoring such as statutory auditors, auditors and services in charge of internal checks).

- As a financial organisation, the Insurer is subject to legal obligations from the French monetary and financial code regarding the fight against money laundering and funding terrorism and, as such, implements a contract monitoring that may lead to the drafting of a suspicious transaction report or the freezing of assets.

The Insured Party's data and the documents are kept for a duration of five (5) years from the conclusion of the contract or the termination of the relationship.

- Their personal data may also be used within the framework of the fight against insurance fraud, which may lead to, if needed, enrolment on a list of people presenting a fraud risk, This enrolment may lead to the lengthening of the study of their file, and possible the reduction or refusal to benefit from a right, a service or contract proposed.

In this case, their personal data (or data about the contract's parties or interested parties) may be processed by any authorised person intervening within the Insurer's company entities within the framework of the fight against fraud. This data may also be intended for authorised staff of organisations directly impacted by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by legal provisions and, where applicable, the victims of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months in order to qualify the alert and is then deleted, unless the alert becomes pertinent. In the event of a pertinent alert the data is kept for up to five (5) years from the conclusion of the fraud file, or up to the end of the legal proceedings and the applicable prescription duration.

For people registered on a list of alleged fraudsters, their data is deleted after a period of 5 years from the date of enrolment on this list.

- As the Insurer, they are entitled to carry out the processing of data relating to offences, convictions and safety measures either for the amount of the subscription of the contract, or during its execution or within the framework of litigation management,
- The personal data may also be used by the Insurer within the framework of processing which they implement and the purpose of which is research and development to improve the quality or the relevance of their future insurance products and or assistance products and service offers.
- Their personal data may be accessible to certain employees or service providers of the Insurer established in countries located outside of the European Union.
- The Insured Party has, by proving their identity, the right to access, to rectify, to delete and to oppose the processed data. They also have the right to request the limitation of the use of their data when it is no longer necessary or to recover, in a structured way, the data they provided when it was necessary for the contract or when they consented to the use of their data.

They have the right to establish directives related to the removal of personal data after their death. These directives, general or specific, concern the conservation, deletion and communication of their data after their death.

These rights may be exercised through the Insurer's Data Protection Officer:

- by email: to DRPO@MUTUAIDE.fr or
- by letter: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

After having made the request with the Data Protection Officer and having not received a satisfactory response, you have the option of contacting the CNIL (National Commission for Data Protection and Liberties).

DISPUTE RESOLUTION

Any dispute occurring between the Insurer and Insured Party related to the establishing and payment of services shall be submitted to the more diligent party, failing an amicable resolution, to the competent court of the beneficiary's residence in accordance with the provisions set out in article R 114-1 of the French Insurance Code.

SUPERVISORY AUTHORITY

The authority charged with supervising MUTUAIDE and MARSH is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.



MARSH

5, Place de la Pyramide 92800 Puteaux – French Simplified joint stock company with a capital of 5,917,915 euros – Insurance brokerage company – Nanterre Trade and Companies Register: 572 174 415 – ORIAS no. 07.001.037 (www.orias.fr) – Intra-community VAT no. FR 05 572 174 415 – SIRET 572 174 415 0025 MARSH is registered with ORIAS as an insurance broker and operates in accordance with article L 521-2 II 1° b of the French Insurance Code and does not offer a personalised recommendation service. MARSH is remunerated by a commission already included in the insurance premium paid by the policyholder and/or the management fees and/or other fees.