

CONTRACT No. 7708
COMPREHENSIVE

HOW TO CONTACT 24/7 OUR ASSISTANCE SERVICE DURING YOUR TRIP

MUTUAIDE ASSISTANCE

126 rue de la Piazza – CS20010 – 93196 NOISY LE GRAND Cédex - FRANCE

By phone from France: 01.55.98.71.76

By phone from abroad: 33.1. 55.98.71.76

preceded with the local dialling code to reach the international network

By fax: 01.45.16.63.92

By email: voyage@mutuaide.fr

To enable to take optimum action, please make sure the following information is available; you will be asked for it during your call:

- The number of your contract
- Your surname and first name
- Your home address
- The country, city or location where you are when you make the call
- Give the precise address (no., street, hotel, if applicable, etc.)
- The telephone number where we can reach you
- The nature of your problem

To declare your insurance claims: Cancellation, Personal Ski equipment breakage or theft, Ski lift pass loss or theft, Curtailed snow activities

Visit our TOURISM ASSISTANCE PRESENCE site:

www.gestion.presenceassistance.com

- Complete the field "number of your travel file" with the file number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your file number and all the documents which must be supplied.

Through this site you will be able to send us your documentation and monitor the state of progress of your application in real time.

***You need information about your contract
please reach PRESENCE ASSISTANCE by email at relationclients@presenceassistance.com
We will answer from Monday to Friday From 9:30 AM to 5 PM***

TABLE OF BENEFITS		
1/ CANCELLATION	Maximum cover	Excess
Reimbursement of cancellation costs invoiced by the travel organiser		
<ul style="list-style-type: none"> ◆ Cancellation due to serious illness (not related to epidemics or pandemics), serious bodily accident or death of the insured, their spouse, a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or ascendant or descendant as far as the 2nd degree. 		No excess
<ul style="list-style-type: none"> ◆ Cancellation due to serious illness related to epidemics or pandemics ◆ Cancellation due to denied boarding following the taking of temperature at the airport Cancellation due to lack of vaccination 		10% of the value of the incident
<ul style="list-style-type: none"> ◆ Lack or excess of snow 		3% of the value insured
<ul style="list-style-type: none"> ◆ Cancellation for Any Other Justified Reason, and/or any other person than those stipulated above 		30€ per file except in case of professional transfer, modification or cancellation of your paid leave, theft of your identification documents: 20% of the value of the incident with a minimum of €100 per file
<ul style="list-style-type: none"> ◆ Impossible access to the ski resort, refund of hotel costs for relocation 	€3,000 per file	No excess
2/ PERSONAL SKI EQUIPMENT BREAKAGE OR THEFT	Maximum cover	Excess
<ul style="list-style-type: none"> ◆ In case of breakage or theft of your personal ski equipment: refund of rental fees for replacement ski equipment 	€600 per person €3,000 per event	€25 for children pack (AFNOR category NFX50-007: E, J) €40 for Bronze and Silver Pack (AFNOR category NFX 50-007: Z, A, B) €50 for Gold and Platinum Pack (AFNOR category NFX 50-007: C, D)
3/ SKI LIFT PASS LOSS OR THEFT	Maximum cover	Excess
<ul style="list-style-type: none"> ◆ Pro-rata reimbursement of the number of unused days of the ski lift pass due to loss or theft guaranteed 	€200 per person	No excess
4/ CURTAILED SNOW ACTIVITIES	Maximum cover	Excess
<ul style="list-style-type: none"> ◆ In case of Ski lift closure, pro-rata basis refund <ul style="list-style-type: none"> a) Ski lift pass b) Ski rental equipment 	<ul style="list-style-type: none"> a) €250 per person b) €200 per person 	No excess
<ul style="list-style-type: none"> ◆ Early departure 	€50 per location	No excess
<ul style="list-style-type: none"> ◆ In case of Ski accident, pro-rata basis refund: <ul style="list-style-type: none"> c) Ski lift pass d) Ski material rental e) Ski lessons non used 	<ul style="list-style-type: none"> c) €250 per person d) €200 per person e) €200 per person 	No excess

5/ MEDICAL ASSISTANCE		Maximum cover	Excess
✓	Repatriation or health transport (including in case of epidemics and pandemics illness)	Actual costs	No excess
✓	Repatriation of accompanying persons	Return ticket*	No excess
✓	Repatriation of children of under 18.	Return ticket*	No excess
✓	Visit of a close friend or family member	Return ticket* + Hotel costs €150 per night/Max. 10 nights	No excess
✓	Prolongation of trip and hotel costs	Hotel costs €150 per night/Max. 10 nights	No excess
✓	Continuation of the trip	Return ticket*	No excess
✓	Impossible return	€1,000 max. per person	No excess
✓	Hotel costs due to Impossible return	Hotel costs €100 per night/Max. 15 nights	No excess
✓	Hotel costs due to quarantine	Hotel costs €100 per night/Max. 15 nights	No excess
✓	Medical costs outside the country of residence, including in case of epidemic or pandemic disease	€50,000 per person €150,000 per event	€250 per person
✓	Dental costs	€160	No excess
✓	Repatriation of the body	Actual costs	No excess
✓	Funeral costs required to transport the body	€1,500	No excess
✓	Death-related formalities	Return ticket* + Hotel costs €150 per night/max. 4 nights	No excess
✓	Early return	Return ticket*	No excess
✓	Replacement driver	Ticket* or provision of a driver	No excess
✓	Legal assistance abroad: criminal deposit advance	€15,000	No excess
✓	Legal assistance abroad: Legal fees	€1,500	No excess
✓	Search or emergency costs	€4,500	No excess
✓	On-slope rescue costs	€4,500 per person/max. €9,000 per event	No excess
✓	Transmission of urgent message	Actual costs	No excess
✓	Despatch of money abroad	€1,500	No excess

*Transport ticket by 1st class train or by air in economy class

ARTICLE 1 – DEFINITIONS AND SUBSCRIPTION PERIOD

DEFINITIONS

We, the Insurer

MUTUAIDE ASSISTANCE, 126 rue de la Piazza – CS20010 – 93196 Noisy le Grand cédex FRANCE. Joint-stock company with capital of €12,558,240; Company governed by the Insurance Code - RCS 383 974 086 Bobigny; VAT FR 31 383 974 086.

Bodily accident

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority.

Serious bodily accident

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other activities.

Attack

All acts of violence, constituting a criminal or illegal attack made against persons and/or property in the country in which you are staying, intended to cause serious public disorder through intimidation and terror, and subject to media coverage.

This "attack" must be identified by the French Foreign Ministry or the French Home Office.

If several attacks take place on the same day in the same country and if the authorities consider these to constitute a single coordinated action, this event shall be considered to be a single event.

Insured

Natural person or group duly insured under the present contract and referred to, hereinafter, by the term "you". These persons may be domiciled anywhere in the world.

Natural catastrophe

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

COM

The term "COM" refers to the French Overseas Communities, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

Definition of personal assistance

Personal assistance includes all services implemented in the event of sickness, injury or death of the covered persons, during a covered journey.

Covered journey

A trip for which you have been insured, and have paid the corresponding premium, with a maximum trip of 90 days.

Domicile

The Insured's main, habitual place of residence is considered to be their domicile. Cover is operative for Insureds domiciled throughout the whole world. In event of a dispute the tax domicile constitutes the domicile

DOM-ROM, COM and communities with unique statuses

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

DROM

The term "DROM" refers to the Overseas *Départements* and Regions, i.e. Guadeloupe, Martinique, French Guyana, La Réunion and Mayotte.

Duration of cover

- "Cancellation" cover takes effect on the date you sign your insurance contract, and expires on the date of your departure on your journey.
- The term of validity of the other forms of cover, matches the trip dates shown on the invoice issued by the travel organiser, with a maximum period of 90 consecutive days.

Epidemic

Incidence of illnesses abnormally high during a particular period and in a particular area

Events providing cover in the form of assistance

Sickness, injury or death during a covered journey.

Events providing insurance cover

- ✓ Cancellation
- ✓ Personal ski equipment Breakage or theft
- ✓ Ski lift pass loss or theft
- ✓ Curtailed snow activities

Performance of services

The services guaranteed by the present contract cannot be activated without prior Mutuaide Assistance approval. Accordingly, any expense made by the Insured without this approval, would be refused by Mutuaide Assistance.

France

Mainland France and Corsica.

Excess

Share of casualty which must be paid by the Insured stipulated by the contract if compensation is paid after a casualty. The excess can be expressed as a sum of money, a percentage, or in days, hours or kilometres.

Long-haul:

The term "long-haul" refers to travel to countries which are not listed in the definitions "France" and "Medium-Haul".

Sickness

Sudden and unforeseeable deterioration of health recorded by a competent medical authority.

Serious illness

Sudden and unforeseeable deterioration of health recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other activities.

Maximum per event

If the cover is for several insureds who are victims of the same event, and insured with the same special terms, the insurer's cover is in any event limited to the maximum sum stipulated for this cover, regardless of the number of victims. The compensation is consequently reduced and paid in proportion to the number of victims.

Family members

Your legal or de facto spouse or any person bound to you by a civil solidarity pact, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including children of the spouse or cohabitee 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 contractually stipulated.

Medium-haul:

The term "Medium-haul" refers to travel to Albania, Algeria, Germany, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Cyprus, Crete, Croatia, Denmark, Egypt, Spain, Estonia, Finland, Faroe Islands, Georgia, Gibraltar, Greece, Hungary, Ireland, Iceland, Israel, Italy, Jordan, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madeira, Malta, Morocco, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Russian Federation, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic, Tunisia, Turkey, Ukraine, Vatican

We organise

We do what is required to give you access to the service.

We cover

We finance the service.

Invalidity

All fraud, forgeries or false declarations or false testimonies which may activate the cover stipulated in the agreement invalidate our undertakings and the rights provided in the said agreement.

Pandemics

Epidemics developed in a vast area, beyond the borders and qualified as pandemics by World Health Organisation (WHO) and/or by the local sanitary authorities where the claim took place.

Quarantine

Isolation in which people are placed in the case of suspected or confirmed illness, decided by a local sanitary authority, to prevent the spread of the disease in an epidemic or pandemic context.

Casualty

Event of a random nature which triggers the cover of the present contract.

Territorial coverage

Whole world.

SUBSCRIPTION PERIOD

To be valid this contract must be taken out simultaneously with the purchase of the journey, or before the beginning of cancellation fees scale.

ARTICLE 2 – DESCRIPTION OF THE INSURANCE COVER

1/ CANCELLATION

CANCELLATION FOR MEDICAL REASONS

You are covered for the reasons and circumstances listed hereinafter, excluding all others, subject to the limit of cover and the excess stated in the Table of Benefits.

- **Serious illness (including epidemic or pandemic illness), Serious bodily accident or death, including the consequences, sequels, complications or aggravation of a sickness or accident, recorded before the purchase of your journey, of:**
 - yourself, or your legal or de facto spouse,
 - your ascendants or descendants to the 2nd degree,
 - your brothers, sisters, including the children of the spouse or cohabitee partner of one of your direct ascendants, your parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law.

- **Pregnancy complications of the insured up to the 28th week.**
 - ✓ which lead to absolute cessation of all professional or other activity, provided that at the time of departure you are not more than 6 months pregnant or,

- **State of pregnancy of the insured**
 - ✓ if the intrinsic nature of the journey is incompatible with a state of pregnancy, provided that you are not aware of your condition when you signed the Contract.

- **Denied boarding following the taking of temperature at the airport, railway station, bus station, port (the day of the departure),**

A document issued by the airline or the sanitary authorities who denied the boarding will be required to get the refund.

- **Lack of vaccination against COVID-19**

- ✓ when at the time of subscription of the present contract the country of destination did not require vaccination against COVID-19 for entry into its territory, but at the time of your departure it does require it:
 - and you are no longer within the time limit for this vaccination to allow you to travel or
 - that you cannot proceed with this vaccination due to a medical contraindication.

It is your responsibility to establish the reality of the situation giving entitlement to our services; we therefore reserve the right to refuse your request, on the opinion of our doctors, if the information supplied does not prove the materiality of the facts.

CANCELLATION FOR LACK OR EXCESS OF SNOW

We refund the cancellation fees invoiced by the travel organiser according to his general Terms and Conditions and within the limit stipulated in the Table of Benefits, when you have to cancel your trip within 48 hours before the beginning of the rental, in case of lack or excess of snow.

You will have to provide a snow report published by an accredited organization authorized to issue such a report, concerning the resort itself if it is a member, or if it is not the nearest resort as the crow flies.

The lack or excess of snow in the ski resort of the rental will be established if within 48 hours before arrival, more than 2/3 of slopes of the ski domain are closed according to the snow report mentioned above.

CAUTION: the cover is only available from December 1st to April 30th next year.

IMPOSSIBLE ACCESS TO THE SKI RESORT

If you are unable to access your resort due to bad weather conditions resulting in the closure by the competent authorities of all road and rail routes for more than 5 hours, we will reimburse you, with proof, for the hotel expenses incurred to relocate you while waiting to access your initial place of stay.

The refund is calculated in pro-rata basis of the price of your initial stay, up to a limit of 2 days' rental, without however exceeding the amount provided for in the Table of Benefits, in the event of cancellation due to "lack or excess of snow".

CAUTION: the cover is only available from December 1st to April 30th next year.

CANCELLATION FOR ANY OTHER JUSTIFIED REASON

You are also covered, up to the limit stated in the Table of Benefits, against **all other random events, of any kind whatsoever, constituting an immediate, real and serious obstacle**, preventing your departure and/or exercise of the activities planned during your trip. The term "random event" is understood to mean all sudden, unforeseeable circumstances independent of the insured will justifying cancellation of the journey. There must be a direct causal link between the random event and the impossibility of leaving.

However, cover is operative, for the following causes, only under the conditions described precisely below:

- **Serious illness, Serious bodily accident or death, including the consequences, sequels, complications or aggravation of a sickness or accident, recorded before the purchase of your journey, of:**

- your ascendants or descendants beyond the 2nd degree, your tutor or any other person living habitually under your roof,
- your uncles, aunts, nephews and nieces.
- your designated professional replacement chosen at the moment of purchase,

- the person designated when signing the present contract as having responsibility, during your trip, for keeping or accompanying on holiday your minor children, or the disabled person living under your roof, provided there is more than 48 hours' hospitalisation, or death,
 - **Serious material damage** requiring absolutely your presence on the date of the planned departure in order for you to take the necessary protective measures, following a fire, water damage or natural elements, and affecting more than 50% of your private or professional premises.
 - **Theft from private or professional premises**, absolutely requiring your presence on the date of departure, provided it has occurred within the 48 hours preceding the departure for the journey.
 - **Your medical appointment notice for an organ transplant**, on a date before or during the planned journey, provided the appointment notice was not known when the Contract was signed.
 - **A vaccination contraindication**, or contraindication relating to the effects of vaccination, or medical impossibility of following a necessary preventive treatment for the destination chosen for your journey.
 - **Serious damage to your vehicle** occurring within 48 hours preceding departure, if it can no longer be used to convey you to the location of your trip.
 - **An accident or breakdown of your means of transport** occurring during transport to the departure point, leading to a delay of more than two hours, makes you miss the flight reserved for your departure, provided you have taken measures to arrive at the airport at least 2 hours before the final boarding time.
 - **Redundancy on economic grounds** or redundancy of your spouse or de facto spouse, provided that the procedure was not started on the date when you signed the present Contract and/or that you were not aware of the date of the event when you signed the contract.
 - **Obtaining a paid employment or remunerated traineeship**, taking effect before or during the dates scheduled for your journey, when you were registered with the Job Centre, provided this is not a case of prolongation, renewal or amendment of a type of contract, nor a mission provided by a temporary employment company.
 - **Convocation of an imperative, unforeseeable nature which cannot be postponed**, issued by an authority, on a date occurring during the planned journey, provided the convocation was not known when you signed the Contract.
 - **Convocation**, on a date occurring during your journey, **to a university re-sit examination**, provided that the failure of the examination was not known when you signed the present Contract.
 - **Refusal of a tourist visa** by the authorities of the country chosen for your journey, provided that you did not file any application refused by these authorities during a previous journey, that your actions meant that they could reach a decision prior to your journey, and provided that you have met the constraints demanded by the administrative authorities of this country.
 - **Your professional transfer**, not for disciplinary reasons, imposed by your employer, obliging you to move home during the term of your insured journey, or within 8 days preceding your departure, provided that the transfer was not known when you signed the Contract. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts.
- (Excess: 20% of the amount of the cancellation fees with a minimum of €100 per file)**
- **Cancellation or modification of the date of your paid leave by your employer**. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts. The employer must have given prior, written agreement to this leave, which is a vested right, before you signed the Contract.
- (Excess: 20% of the amount of the cancellation fees with a minimum of €100 per file)**
- **Your convocation to adopt a child** within 15 days preceding your departure or during the period of your insured trip, provided that the convocation was not known when you signed the Contract,
 - **Cancellation due to separation of a couple**, whether married, bound under a civil solidarity pact or reputed spouses. This cover is operative only on presentation of legal and administrative documents proving the real

nature of the separation or of cohabitation in the case of unmarried cohabitation (divorce procedure, termination of the PACS [civil solidarity pact] contract, all documents proving the couple's cohabitation, electricity and gas utility bills, telecoms bills, joint bank accounts, joint declaration, etc.).

- **Theft, within 48 hours preceding your departure, of your identity documents** (passport, identity card) **essential to cross the borders which must be crossed** during your journey, provided that a declaration of theft has been made, as soon as the theft came to your attention, to the closest police authorities.

(Excess: 20% of the amount of the cancellation fees with a minimum of €100 per file)

- **Cancellation for a guaranteed reason** of one or more persons registered at the same time as you (Maximum 9 persons for the entire application), insured under the present contract. If you wish to make the journey alone, account is taken of the additional costs, although our reimbursement cannot exceed the sum due in the event of cancellation on the date of the event.

- **Costs for a change of name** charged by the service-provider if, for a guaranteed event, you prefer to have yourself replaced by another person rather than to cancel your trip. Our reimbursement cannot exceed the value due in the event of cancellation on the date when the name is changed.

In all cases of journey cancellation, the compensation will be paid to you minus a specific excess stated in the Table of Benefits. This excess also applies to persons registered at the same time as you insured under the present Contract.

VALUE OF COVER

The compensation paid in application of the present Contract can under no circumstances exceed the price of the journey declared when signing the present Contract and within the limits stipulated in the Table of Benefits, per insured person, and per event.

We shall reimburse to you the value of the cancellation costs invoiced according to the cancellation fees scale listed in the travel agency's general terms.

Administrative costs invoiced by the travel organiser or travel agency after cancellation or modification of the journey, costs of tips and visas, all taxes reimbursable to the travel agency or to the insured by the carrier or all collection agencies, and the premium paid in consideration for signing the present contract, are not reimbursable.

WITHIN WHAT PERIOD MUST YOU DECLARE THE CASUALTY?

Two stages

1/ At the first appearance of the illness, or as soon as you are aware of the event triggering the cover, you must **IMMEDIATELY inform your travel agency.**

If you cancel the journey subsequently with your travel agency our reimbursement will be limited to the value of the costs which you would have had to pay on the date of the casualty, in accordance with the cancellation fees scales given in the Special Terms of the sales contract of the tour operator, travel agency or airline. This clause implies that any difference between the cancellation costs calculated on the date of the casualty used by our services and those calculated by the organiser of the journey, shown on your cancellation costs invoice, will be payable by you.

2/ Secondly, you must declare the casualty to PRESENCE ASSISTANCE, within five working days of the event causing the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CASUALTY?

Your written casualty declaration must be accompanied:

- ✓ in the event of an illness or accident, by a medical certificate and/or an administrative hospitalisation certificate stating the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- ✓ in event of death, by a certificate and by the personal details form,

- ✓ in other cases, by all documents proving the reason for your cancellation.

You must also send all information or documents which are asked from you to prove the reason for your cancellation, and in particular:

- ✓ all photocopies of prescriptions prescribing medicines, analyses or examinations, together with all documents proving that they have been delivered or performed, and in particular the medical expenses reclaim forms including, in the case of prescribed medicines, copies of the corresponding stickers.
- ✓ the statements of the Social Security or of any other similar organisation, relative to the reimbursement of the treatment costs and to the payment of the daily sickness benefit,
- ✓ the invoice of cancellation costs for the value used by the organiser of the journey or agency,
- ✓ the number of your insurance contract,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must state its causes and circumstances, and give us the names and addresses of the responsible parties and also, if applicable, of any witnesses,
- ✓ in the event of denied boarding: a document issued by the airline or sanitary authorities who denied the boarding is required to get the refund
- ✓ the currently valid identity documents (recto/verso) of all insureds affected by the casualty
- ✓ and all other documents required to manage your claim.

In addition, it is expressly agreed that you accept in advance the principle of a check-up by our consulting doctor. Consequently, if you oppose this without legitimate reason you will lose your entitlement to the guarantee.

WHAT WE EXCLUDE

The Cancellation cover does not cover circumstances where it is not possible to leave for reasons relating to border closure, material organisation, or to the accommodation conditions or safety conditions of the destination.

In addition to the exclusions common to all forms of cover, the following are also excluded:

- ◆ An event, a sickness or accident which has been observed for the first time, where a relapse has occurred, which has aggravated or which has led to hospitalisation between the date on which the trip was purchased and the date on which the insurance contract was signed,
- ◆ All circumstances which are detrimental merely in terms of amenity,
- ◆ Pregnancy, including complications, after the 28th week and in all cases abortion, delivery, in-vitro fertilisation and consequences of these,
- ◆ Omission of vaccination,
- ◆ Failures of all kinds, including financial failure, of the carrier, making performance of its contractual obligations impossible,
- ◆ Insufficient or excess snow,
- ◆ All medical events the diagnosis, symptoms or causes of which are of a mental, psychological or psychiatric nature, which have not led to hospitalisation for more than 3 consecutive days after the present Contract is signed,
- ◆ Pollution, the local health situation, natural catastrophes in France and DROM covered by the procedure referred to by law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events, except in cases stipulated in the section "extension pack",
- ◆ The consequences of criminal proceedings in which you are concerned,
- ◆ All events occurring between the date of registration for the journey and the date on which the insurance contract is signed.
- ◆ Absence of unforeseeable circumstances,
- ◆ Of an intentional deed and/or one sanctioned by law, consequences of alcoholic states and consumption of drugs, of all narcotic substances mentioned in the Public Health Code, of medicines and treatments not prescribed by a doctor,
- ◆ Merely due to the fact that the French Minister of Foreign Affairs recommends not travelling to the geographical destination of the journey;
- ◆ Of an act of negligence by yourself;
- ◆ Of any event for which the travel agency could be held liable in application of the Tourism Code in force;

- ◆ Failure, for any reason whatsoever, to show documents essential for the trip, such as passport, identity card, visa, transport tickets, vaccination record except in the event of theft of the passport or identity card within 48 hours preceding departure.

2/ PERSONAL SKI EQUIPMENT BREAKAGE OR THEFT

DEFINITION

Personal ski equipment: ski, surf, mono-ski, snowshoes, ski poles and boots, purchased less than 5 years ago and that you own.

Accidental breakage: any external damage or destruction and interfering with the proper functioning of the ski equipment guaranteed, after a fall or a collision on the slopes.

NATURE OF THE COVER

We cover, up to the amount indicated in the Table of Benefits and after deduction of the corresponding deductible, the reimbursement of the cost of renting equivalent replacement ski equipment from a professional rental company, if your personal ski equipment has become unusable due to accidental breakage or theft.

WHAT WE EXCLUDE

In addition to the exclusions common to all forms of 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 material deterioration of the personal ski equipment that does not alter its functioning,
- ◆ Loss or disappearance of personal ski equipment,
- ◆ Accidental damage due to the flow of liquids, fatty, colouring or corrosive materials,
- ◆ Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- ◆ Indirect damages such as depreciation and loss of use.

FOR WHAT AMOUNT DO WE INTERVENE?

The amount indicated in the Table of Benefits is the maximum reimbursement for all claims occurring during the period of coverage.

WHAT ARE YOUR OBLIGATIONS IN CASE OF A CLAIM?

The claim declaration must reach PRESENCE ASSISTANCE TOURISME within 5 working days, except in the case of fortuitous event or force majeure. If this deadline is not respected and we suffer a loss as a result, you will lose all rights to compensation.

The claim must be accompanied by the following elements

- ✓ The receipt of a complaint filed with a competent local authority (police, gendarmerie ...), in case of theft.
- ✓ The certificate of breakage of your personal ski equipment issued by the rental company, and confirming that your equipment is no longer usable
- ✓ A photograph of the damaged personal ski equipment

- ✓ The invoice for the rental of the equipment rented following the breakage or theft of the personal ski equipment.

Failure to submit these documents will result in forfeiture of your claim.

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

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

If you knowingly use inaccurate documents or fraudulent means or make inaccurate or misleading statements as proof, you will forfeit all rights to compensation, without prejudice to any legal action we may take against you.

3/ SKI LIFT PASS LOSS OR THEFT

NATURE OF THE COVER

We cover, up to the amount indicated in the Table of Benefits, the reimbursement of your lift pass as shown on your trip registration invoice, in case of loss or theft.

WHAT WE EXCLUDE

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

- ◆ Lift pass not shown on your trip registration invoice.

FOR WHAT AMOUNT DO WE INTERVENE?

The amount indicated in the Table of Benefits is the maximum reimbursement for all claims occurring during the period of coverage.

WHAT ARE YOUR OBLIGATIONS IN CASE OF A CLAIM?

The claim declaration must reach PRESENCE ASSISTANCE TOURISME within 5 working days, except in the case of fortuitous event or force majeure. If this deadline is not respected and we suffer a loss as a result, you will lose all rights to compensation.

The claim must be accompanied by the following elements:

- ✓ The invoice issued by the travel agency for the purchase of the pass stipulating the amount paid, the date of the purchase and the type of ski pass.
- ✓ The receipt of a complaint filed with a competent local authority (police, gendarmerie ...), in case of theft.

4/ CURTAILED SNOW ACTIVITIES

1- Ski lift closure

ski rental equipment: ski, surf, mono-ski, snowshoes, ski poles and boots, helmet rented for the period of the cover and shown on your trip registration invoice.

NATURE OF THE COVER

We refund you, up to the amount indicated in the Table of Benefits, if you are not able to use your ski lift pass and/or your ski rental equipment, as a result of the following events:

- **Partial or total closure of the ski domain concerned by your ski lift pass due to lack or excess of snow**

This guarantee can only be taken into consideration on the basis of a snow report published by an approved organization.

It will be established that there is a lack of excess of snow if, during the dates of validity of the pass, more than 2/3 of the slopes in the area of validity of the pass are closed, according to the snow report mentioned above.

In the event of partial or total closure of more than 48 hours due to bad weather, and if you wish to return home, we will reimburse you for unused accommodation costs up to the limit indicated in the Table of Benefits.

- **Closure of connections**

If at least 2/3 of the connections between the resorts are closed for more than 5 consecutive hours per day during the period of validity of the lift pass, whatever the cause of the closure, we will compensate you for your lift pass up to the amount indicated in the Table of Benefits.

In both cases, the indemnities provided for above are calculated on a pro-rata basis of the non-use of the lift pass and the rental of the ski equipment.

2- Ski accident

Ski accident: an accident while skiing on open and marked trails.

NATURE OF THE COVER

Following a skiing accident that occurs during your stay and results in a medically determined temporary total inability to ski, we cover, up to the amount indicated in the Table of Benefits, the unused days of:

- ✓ Your ski lift passes
- ✓ Your ski lessons
- ✓ Your ski equipment rental

The indemnity due will be calculated according to the number of days remaining from the day after the medical determination of the temporary total incapacity to ski.

CAUTION: the cover is only available from December 1st to April 30th next year.

WHAT ARE YOUR OBLIGATIONS IN CASE OF A CLAIM?

The claim declaration must reach PRESENCE ASSISTANCE TOURISME within 5 working days, except in the case of fortuitous event or force majeure. If this deadline is not respected and we suffer a loss as a result, you will lose all rights to compensation. You must send PRESENCE ASSISTANCE TOURISME all necessary documents to build up the file and thus prove the validity and the amount of the claim.

The claim must be accompanied by the following elements:

- ✓ The trip registration invoice describing the different services insured and in particular the type of lift pass and its price, as well as the type of ski equipment rented and their price.
- ✓ The snow report published by an approved organization and stipulating the level of closure of the slopes in the area corresponding to your package.
- ✓ Any proof of the date and duration of the closure of the connexion between the resorts.

WHAT WE EXCLUDE

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

- ◆ All events between May 1st and November 30th of each year
- ◆ The non-use of your lift pass or ski rental equipment for any other reason than a ski accident, the closure of the ski area for lack or excess of snow, or for closure of the connexion between ski resorts.

ARTICLE 3 – DESCRIPTION OF PERSONAL ASSISTANTS COVER

5/ MEDICAL ASSISTANCE

You fall sick or are injured, or you die during a covered journey. We intervene on the following terms:

REPATRIATION OR HEALTH TRANSPORT

You are injured or fall sick (including in an epidemic or pandemic context) during a covered journey. We organise and pay for your repatriation to your home or to a hospital establishment close to your home.

Only requirements of a medical nature are taken into consideration in determining the repatriation date, the choice of means of transport or the hospitalisation location.

The repatriation decision is taken by our medical adviser, after the opinion of the occasional attending doctor and, if applicable, of the family doctor.

At your repatriation, and on the orders of our consulting doctor, we organise and pay for transport of a person to accompany you.

If you refuse the solution proposed by our medical team this leads to cancellation of personal care guarantee.

REPATRIATION OF ACCOMPANYING PERSONS

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

If you cannot be returned by the initially scheduled means, we organise and pay for transport home of the members of your family who are beneficiaries, or of an insured person who is accompanying you when the event occurs, by 1st class train or by air in economy class.

REPATRIATION OF CHILDREN OF UNDER 18

If you fall sick or are injured, and no-one is able to take care of your children under 18, we organise and pay for the return journey, by 1st class train or by air in economy class, of a person of your choice or of one of our hostesses, to return them to your domicile or to that of a member of your family.

VISIT OF A CLOSE FRIEND OR FAMILY MEMBER

You are hospitalised in the destination location on the decision of our medical team, before your medical repatriation, for a period of more than 7 days. We organise and pay for the return transport, by 1st class train or by air in economy class, of a member of your family residing in the same country as you, and their accommodation costs (room and breakfast) so that they can be at your bedside.

We cover their accommodation up to the value of the amount stated in the Table of Cover.

The costs of catering or other expenditure are in all cases payable by this person.

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

PROLONGATION OF TRIP

You are hospitalised during a covered journey and our doctors consider that this hospitalisation is necessary after your initial return date.

We pay for the accommodation costs (room and breakfast) of the members of your family who are beneficiaries or of an insured companion to remain at your bedside, up to the value stated in the Table of Cover.

Only requirements of a medical nature are taken into consideration when granting this cover.

The costs of catering or other expenditure are in all cases payable by this person.

This cover cannot be combined with the "Visit of a close friend or family member" cover.

HOTEL COSTS

If you have to extend your stay for established medical reasons, without hospitalisation and after the medical adviser's agreement, we organise and pay for the hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

CONTINUATION OF THE TRIP

You are no longer hospitalised and the local doctors recommend you to continue your journey, we organise and pay, after confirmation by our medical adviser, the additional transport costs by air in economy class or by 1st class train in order to continue the trip.

The cost of continuing the trip may under no circumstances exceed the cost of a repatriation to your home.

IMPOSSIBLE RETURN

In an epidemic or pandemic context, your flight has been cancelled due to travelling restrictive measures taken by local government or airlines.

If you have to extend your stay, we organise and pay for the added hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

We organise and pay for your return ticket up to the value stated in the Table of Cover.

HOTEL COSTS

If you have to extend your stay because of your quarantine, we organise and pay for the hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

MEDICAL COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

When medical costs (including due to epidemic or pandemic illness) have been incurred with our prior agreement, we repay to you proportion of these costs which has not been paid for by any insurance organisations to which you are affiliated.

We intervene only when the reimbursements made by the above-mentioned insurance organisations have been made, minus an excess, the value of which is stated in the table of cover, and provided the original reimbursement documentation, issued by your insurance organisation, is sent to us.

This reimbursement covers the costs defined below, provided they relate to care received by you outside your country of residence following an illness or accident which has occurred outside your country of residence. In this case we reimburse the value of the costs incurred up to the maximum value stated in the Table of Cover.

If the insurance organisation with which you are affiliated refuses to pay for the medical costs incurred, we shall reimburse the costs incurred up to the limit of the value stated in the Table of Cover, provided you send us the original medical costs invoices, and the declaration of refusal of cover issued by the insurance organisation.

This service ceases on the date on which we are able to repatriate you.

Nature of costs entitling you to reimbursement (subject to prior agreement):

- medical fees,
- costs of medicines prescribed by a doctor or surgeon,

- costs of an ambulance prescribed by a doctor for transport to the closest hospital, and only then if the insurance organisations refuse cover,
- hospitalisation costs, provided the Beneficiary/Insured is judged not able to be transported by a decision of Assistance's doctors, taken after obtaining information from the local doctor (hospitalisation costs incurred from the date on which we are able to repatriate you are not covered),
- emergency dental costs (capped at the value stated in the Table of Cover, without application of any excess).
- Test PCR expenses, in transit, if the result is positive.

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

Up to the payment values stipulated above, we can pay in advance hospitalisation costs which you must incur outside your country of residence, on the following combined conditions:

- after obtaining information from the local doctor, MUTUAIDE ASSISTANCE's doctors must judge that it is impossible to repatriate you immediately to your country of residence.
- the care to which the advance applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- you or any person authorised by you must undertake formally, by signing a specific document, provided by MUTUAIDE ASSISTANCE when the present service is offered:
 - to take the steps to pay the costs with the insurance organisations within a period of 15 days from the date of despatch of the items required for these steps by MUTUAIDE ASSISTANCE,
 - to reimburse to MUTUAIDE ASSISTANCE the sums received on this basis from the insurance organisations within a week after receiving these sums.

Only costs not covered by the insurance organisations shall remain payable by ourselves, up to the limit of the payment sum stipulated for the "medical costs" service, you must send us the declaration of refusal of cover issued by these insurance organisations within a week of its receipt.

To protect our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking, committing you to take the steps with the social organisations and to reimburse the sums received to us.

If you have not taken the steps for payment with the insurance organisations within the deadline, or if you have not sent MUTUAIDE ASSISTANCE the declaration of refusal of cover issued by these insurance organisations within the deadline, you will not be able to claim the benefit of the "medical costs" service and will have to repay all the hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will, if applicable, use all relevant recovery procedures, the costs of which shall be borne by you.

REPATRIATION OF THE BODY

You die during a covered journey. We organise the repatriation of your body as far as the funeral location in your country of residence.

In these circumstances we pay:

- ✓ The costs of transporting the body,
- ✓ The costs relating to the conservation care imposed by the applicable legislation,
- ✓ The costs directly required by the transport of the body (handling, arrangements specific to shipment, preparation), up to the value stated in the Table of Cover.

DEATH-RELATED FORMALITIES

If the local presence of a member of the family or of a close friend of the deceased is essential to undertake for the identification of the body and the repatriation or incineration formalities, we organise and pay for a return ticket, by 1st class train or by air in economy class, together with the accommodation costs (room and breakfast), incurred on behalf of this person, up to the value stated in the Table of Cover.

All other costs remain payable by the family of the deceased.

EARLY RETURN

If you have to interrupt your journey prematurely in the cases listed below, we pay your additional transport costs and those of the members of your family you are beneficiaries, or of a person insured under the present contract who is accompanying you, if the transport tickets provided for your return and theirs cannot be used as a consequence of this event, on the basis of a 1st class train ticket or by ticket for travel by air in economy class.

We intervene in the event of:

- the death of a member of your family, of a person with responsibility for guarding your minor and/or disabled child who has stayed at home, or of your professional replacement,
- a serious accident affecting your principal residence in your country of residence,
- hospitalisation of a member of your family, of a person with responsibility for guarding your minor and/or disabled child who has stayed at home, or of your professional replacement,

REPLACEMENT DRIVER

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

We pay for the journey costs and the driver's salary.

The driver must comply with employment legislation, and in particular must - as the current French regulations stand - observe a 45 minutes' stop after driving for 4 hours and 30 minutes, and their total daily driving time must not exceed 9 hours.

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

In this case, instead of providing a driver, we supply and pay for a 1st class train ticket or air ticket in economy class for you to return to recover the vehicle.

This service applies only in the following countries:

France (including Monaco, Andorra, except for French Overseas *Départements* and Territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

The costs of fuel, tolls, hotel and catering costs of any passengers remain payable by you.

LEGAL ASSISTANCE ABROAD

During a covered journey you are subject to legal proceedings or incarceration for failure to comply with or involuntary breach of the local laws and regulations.

We advance the bail required by the local authorities to allow you to be released temporarily, up to the value stated in the Table of Cover.

This advance must be repaid within a period of one month of presentation of our repayment request. If the bail is reimbursed to you before this time by the Authorities of the country it must be returned to us immediately.

We can reimburse you up to the value stated in the Table of Cover for fees of any legal representatives whose services you may freely use if an action is brought against you, provided that the alleged facts are not subject to a criminal sanction under the legislation of the country.

This cover is not operative in the case of facts relating to your professional activity or guard of a motorised land vehicle.

SEARCH OR EMERGENCY COSTS

We pay, up to the value stated in the Table of Cover, search and emergency costs at sea or in the mountains, following an event putting in your life in peril. Only costs incurred by a company duly approved for these activities can be reimbursed.

We can under no circumstances replace the local emergency services organisations.

ON-SLOPE RESCUE COSTS

You are the victim of a skiing accident on open, waymarked ski slopes. We pay the costs of descent in a sleigh from the place of the accident to the bottom of the slopes, or to the emergency centre closest to the accident. When the emergency services cannot reach the place of the accident helicopter costs or costs of all other means of transport are also paid.

This payment is made up to the maximum values shown in the Table of Cover.

These costs are paid if MUTUAIDE ASSISTANCE is informed before the end of your trip in the ski resort, and/or within 48 hours of the intervention of the emergency services.

Ambulance costs

If you are transported by ambulance to a hospital complex, we undertake, if there is no medical transport, to pay the costs of transport by ambulance directly to the carrier.

Costs of return to the resort

If you are transported to a hospital complex, and if it is not judged necessary to hospitalise you, we undertake, if there is no medical transport, to pay the transport costs. We also organise the delivery of the medicines. Costs of medicines remain payable by you. The cover is provided in France subject to local availabilities.

TRANSMISSION OF URGENT MESSAGES

You are unable to contact a person in your country of residence. We send the message if you are unable to do so.

Messages sent cannot be of a serious or delicate nature. Messages are at all times the responsibility of their authors, who must be able to be identified, and these messages are their sole liability. We play only the role of an intermediary in sending them.

MONEY ADVANCE (only abroad)

During a covered journey your means of payment or your official documents (passports, national identity card, etc.) have been lost or stolen.

If you call our service, we inform you of the steps to be taken (filing of a complaint, renewal of documents, etc.)

The communicated information is indicative information, as referred to by article 66.1 of the amended law of 31 December 1971. It does not constitute a legal consultation.

Subject to a declaration of theft or loss issued by the local authorities, we can grant you an advance up to the value stated in the Table of Cover, in consideration for an acknowledgement of debt given to MUTUAIDE ASSISTANCE

This advance must be repaid to MUTUAIDE ASSISTANCE within 30 days of provision of the money.

If payment is not made, we reserve the right to bring all relevant legal recovery proceedings.

WHAT WE EXCLUDE

In addition to the exclusions set out under the heading "WHAT GENERAL EXCLUSIONS ARE APPLICABLE TO ALL OUR GUARANTEES", the following do not lead to intervention by us:

- ◆ **Journeys made for the purpose of diagnosis and/or treatment,**

- ◆ Medical and hospitalisation costs in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide, and consequences of these,
- ◆ Any self-inflicted injury of the Insured,
- ◆ Minor ailments or lesions which can be treated locally and/or which do not prevent the Insured from continuing their journey,
- ◆ States of pregnancy, unless there is an unforeseeable complication, and in all cases states of pregnancy after the 36th week, abortion, consequences of delivery,
- ◆ Convalescences and ailments undergoing treatment, which have not yet cleared, and involving a risk of sudden aggravation
- ◆ Previously contracted sicknesses involving hospitalisation during the 6-month period preceding the departure date
- ◆ Events relating to a medical treatment or surgical operation which are not unexpected, unforeseen or accidental,
- ◆ Prosthesis costs: optical, dental, acoustic, functional, etc.
- ◆ The consequences of situations where there is a high risk of infection in the context of an epidemic where quarantine or specific preventive or surveillance measures are applied by the international health authorities and/or local health authorities of the country where you are staying and/or national health authorities of your country of origin, unless otherwise specified in the guarantee.
- ◆ Costs of spa therapy, beauty treatment, vaccination and costs arising therefrom,
- ◆ Trips involving a stay in a rest home and costs arising therefrom,
- ◆ Rehabilitation, physiotherapy, chiropractic and costs relating thereto,
- ◆ Scheduled hospitalisation.

ASSISTANCE SERVICES OPERATING RULES

The assistance services can be delivered only if the Insured makes a telephone call at the time of the event.

On reception of the call MUTUAIDE ASSISTANCE, after having checked the caller's rights, organises and pays the costs stipulated in the present agreement.

Before they can receive the benefit of a service MUTUAIDE ASSISTANCE can ask the Insured to prove the capacity they are claiming, and to produce at their expense the items and documents proving this entitlement.

The Insured must allow our doctors access to all medical information concerning the person for whom we are acting. This information will be processed in compliance with medical secrecy.

MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency services organisations, and intervenes within the limits of the agreements given by the local authorities; nor can it pay costs incurred in this manner, except for costs of transport by ambulance or by taxi to the closest location where the appropriate care can be supplied, in the case of minor ailments or minor injuries which do not require either repatriation or medical transport.

The actions which MUTUAIDE ASSISTANCE undertakes are performed in complete compliance with national and international laws and regulations. They are therefore dependent on the necessary authorisations being obtained from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured the latter must return their initially scheduled, unused return ticket to it.

MUTUAIDE ASSISTANCE decides on the nature of the air travel tickets given to the Insured according to the possibilities provided by the air carriers and the duration of the journey.

TERMS FOR REIMBURSEMENT OF THE INCURRED COSTS

Repayments to the Insured can be made by ourselves only on presentation of the original paid invoices corresponding to costs incurred with our agreement.

Repayment requests must be sent to:

MUTUAIDE ASSISTANCE
Claims Management Service
126 rue de la Piazza – CS 20100 - 93196 Noisy le Grand Cédex – France

ARTICLE 4 - GENERAL EXCLUSIONS

The following do not give rise to any action on our part:

- Services which have not been requested during the trip or which have not been arranged by us, or in agreement with us, do not give right, a posteriori, to a refund or compensation,
- Meal and hotel costs, except those specified in the text of the guarantees,
- Damage caused intentionally by the Beneficiary/Insured and those resulting from his or her participation in a crime, an offence or a fight, except in self-defence,
- The amount of the damages and their consequences,
- The use of narcotics or drugs not prescribed medically,
- Being under the influence of alcohol,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,
- The practice, professionally, of any sport,
- Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- Expenses incurred after the return from the trip or the expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,
- The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, asset seizures or constraints by law enforcement officers,
- The use by the Beneficiary/ Insured of air navigation equipment,
- The use of the tools of war, explosives or firearms,
- Damage resulting from intentional or fraudulent misconduct of the Insured in accordance with Article L.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Epidemics unless otherwise stipulated in the guarantee, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- The decay of an atomic nucleus or any radiation from an energy source having a radioactive character.

MUTUAIDE ASSISTANCE cannot under any circumstances be held liable for breaches or setbacks in the performance of its obligations that may result from force majeure, or 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 decay of an atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, or their consequences.

ARTICLE 5 – HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to contact MUTUAIDE by calling 01.55.98.71.76 or by writing to voyage@mutuaide.fr for the Assistance guarantees listed below:

- ✓ Repatriation or health transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children of under 18.
- ✓ Visit of a close friend or family member
- ✓ Prolongation of trip
- ✓ Hotel costs
- ✓ Continuation of the trip
- ✓ Medical costs outside the country of residence
- ✓ Repatriation of the body
- ✓ Death-related formalities
- ✓ Early return
- ✓ Replacement driver
- ✓ Legal assistance abroad
- ✓ Payment of search or emergency costs
- ✓ Ski piste emergency costs
- ✓ Transmission of urgent messages
- ✓ Money advance (only abroad)

If you are not satisfied with the answer you receive, you can write to:

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

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail to:

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

2. In case of disagreement or dissatisfaction on the implementation of your contract, we invite you to contact PRESENCE ASSISTANCE TOURISME by calling 01.55.90.47.51 or by writing to reclamation@presenceassistance.com for the insurance guarantees listed below:

- ✓ Cancellation
- ✓ Personal ski equipment breakage or theft
- ✓ Ski lift pass loss or theft
- ✓ Curtailed snow activities

If you are not satisfied with the answer you get; you can write to:

MUTUAIDE
Insurance Department
TSA 20296
94368 Bry sur Marne Cedex

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail to:

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

ARTICLE 6 – DATA COLLECTION

The Insured acknowledges that the Insurer processes his personal data in accordance with the regulations in effect relative to the processing of such data and the protection of privacy, notably the provisions of the French Data Protection Act No. 78-17 of 6 January 1978 as amended and the General Data Protection Regulation (Regulation 2016/679 of 27 April 2016) and that, furthermore:

- Answers to the questions asked are compulsory and that, in the event of false declarations or omissions, the consequences for him/her may be nullity of the contract (Article L 113-8 of the Insurance Code) or the reduction of compensation (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for subscription and execution of its contract and guarantees, for management of the commercial and contractual relationship and for the execution of legal, regulatory or administrative provisions in effect.

- The data collected and processed is kept for the duration necessary to fulfil the contract or legal obligation. This data is then archived in accordance with the periods provided for in the provisions relative to the statute of limitations.

- The recipients of the data concerning the Insured are, within the limits of their authority, the Insurer's departments in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers in the context of exercising their assignments for the purposes described below.

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

Information concerning him/her may also be sent to any persons recognized as Authorized Third Parties (courts, arbitrators, mediators, concerned ministries, supervisory and regulatory authorities and all public bodies authorized to receive it, as well as to the services in charge of control such as statutory auditors, other auditors and services in charge of internal control).

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

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

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

This inclusion may result in longer examination of the case, or even reduction or refusal of the benefit of a right, service, contract or service proposed.

In this context, personal data concerning the Insured (or concerning the persons who are parties or concerned by the contract) may be processed by any authorised person working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorised personnel of the organisations directly concerned by fraud (other insurance organisations or intermediaries, judicial

authorities, mediators, arbitrators, court officials, judicial 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 proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the close of the fraud case, or until the end of the legal proceedings and the applicable statute of limitations.

For persons on a list of suspected fraudsters, their data is deleted 5 years after placement on the list.

- In its capacity as Insurer, the Insurer is entitled to process data relative to offences, convictions and security measures, either at the time of subscription of the contract or during its execution or in the context of managing disputes.

- Personal data may also be used by the Insurer within the framework of processing operations that it implements for its legitimate interest and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

- Personal data concerning the Insured may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union. In this case, the Insurer agrees to take all the necessary measures to ensure the protection of the personal data transmitted.

- The Insured has the right to access, rectify or delete the data processed, and the right to limit or object to the processing of his/her data, by proving his/her identity. He also has the right to request that the use of his data be limited when it is no longer necessary, or to retrieve the data he has provided in a structured format, when it is necessary for the contract or when he has consented to the use of such data.

He has the right to set guidelines on the fate of his personal data after his death. These guidelines, whether general or specific, relate to the storage, deletion and disclosure of his data after his death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

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

After having made a request to the Data Protection Officer without receiving satisfaction, he has the possibility of referring the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

ARTICLE 7 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the value of the compensation paid and the services supplied by it, to the Beneficiary's rights and actions, against all persons liable for the actions which led to its intervention. When the services provided in performance of the agreement are wholly or partly covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the beneficiary's rights and actions against this company or institution.

ARTICLE 8 – LIMITATION PERIOD

In application of article L 114-1 of the Insurance Code, all actions stemming from the present contract are subject to statutory limitation two years after the event having given rise to them. This period is increased to ten years in the case of death cover, and the beneficiaries' actions are subject to statutory limitation at the latest thirty years after this event.

However, this period commences only:

- in the event of non-disclosure, omission, or false or inaccurate declaration concerning the risk incurred, on the date when it came to the Insurer's attention;
- in the case of an incident, on the date on which it came to the attention of the interested parties if they prove that they were unaware of it previously.

When the cause of the Insured's action against the Insurer is a third-party action, this period of limitation commences only on the date on which this third party has brought a legal action against the Insured or has been compensated by the latter.

This period of limitation can be suspended, pursuant to article L 114-2 of the Insurance Code, by one of the following ordinary causes of suspension:

- acknowledgement by the debtor of the right of the party against which it was making a claim (article 2240 of the Civil Code);
- an action in law, even on an urgent basis, until extinction of the case. The same applies even when it is brought before a court without jurisdiction, or when the act of referral to the court is cancelled due to a procedural irregularity (articles 2241 and 2242 of the Civil Code). The suspension is void if the applicant abandons its application, or allows the case to lapse, or if its application is definitively dismissed (article 2243 of the Civil Code);
- a protective measure taken in application of the Civil Enforcement Procedures Code or a specific performance measure (article 2244 of the Civil Code).

It should be noted that:

The notice given to one of the joint and several debtors by an action in law or by a specific performance measure, or recognition by the debtor of the right of the party against whom it was making a claim suspends the period of statutory limitation against all others, even against their heirs.

Conversely, the notice given to one of the heirs of a joint and several debtors or the acknowledgement of this heir does not suspend the period of statutory limitation with regard to the other joint heirs, even in the case of a mortgage debt, if the obligation is divisible. Such notice or recognition suspends the period of statutory limitation, with regard to the other joint heirs, only in respect of the share for which this heir is liable.

To suspend the period of statutory limitation completely, with regard to the other joint debtors, notice must be given to all the heirs of the deceased debtor, or all these heirs must be recognised (article 2245 of the Civil Code). Notice given to the principal debtor or recognition of it suspends the period of statutory limitation against the surety (article 2246 of the Civil Code).

The period of statutory limitation can also be suspended by:

- the appointment of an expert following a claim;
- Despatch of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured on the subject of the action for payment of the contribution, and sent by the Insured to the Insurer on the subject of payment of the claim).

ARTICLE 9 – SETTLEMENT OF DISPUTES

All disputes arising between the Insurer and the Insured relating to the determination and payment of claims shall be referred, by the first party to take such a measure, if an amicable resolution cannot be reached, to the court with jurisdiction of the beneficiary's domicile, pursuant to the provisions stipulated in article R 114-1 of the Insurance Code.

ARTICLE 10 – FALSE DECLARATIONS

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

- **Any non-disclosure or intentionally false declarations by you invalidates the contract. Premiums paid remain vested with us, and we shall be entitled to require payment of the premiums due, as stipulated in article L 113.8 of the Insurance Code.**

- **Any omissions or inaccurate declarations by yourself where no dishonesty is established lead to termination of the contract 10 days after the notification which will be sent to you by registered letter and/or application of reduced compensation under the Insurance Code, as stipulated in article L 113.9.**

ARTICLE 11 – SUPERVISORY AUTHORITY

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