

**INFORMATION NOTICE FOR CONTRACT ON STOLEN AND BROKEN RENTAL SKI EQUIPMENT No. 4230**



**HOW TO CONTACT OUR INSURANCE SERVICE**

ASSURINCO

122, bis Quai de Tounis – 31 000 TOULOUSE

Monday through Thursday from 2:00 p.m. to 6:00 p.m. and Friday from 2:00 p.m. to 5:00 p.m.

- **by telephone within France: 05.34.45.31.51**
- **by telephone from abroad: 33.5.34.45.31.51 preceded by the local prefix for international access**
- **by e-mail: [sinistre@assurinco.com](mailto:sinistre@assurinco.com)**

**Remember to gather the following information which will be requested when you call:**

- Contract no. 4230,
- Your last and first names,
- The address of your domicile,
- The telephone number where you can be reached,
- The reason for your declaration.

**At the time of the first call, an insurance case number will be provided to you. Be prepared to provide it for any subsequent contact with our Insurance Services.**

**TABLE OF GUARANTEES**

INSURANCE GUARANTEES	CEILING
<p><b>1 / BROKEN OR STOLEN RENTAL SKI EQUIPMENT (A)</b></p>	<p>(A) 600 € per person / Maximum 3,000 € per event</p> <p>Deductible:</p> <ul style="list-style-type: none"> <li>- 25 € for children's skis (Category AFNOR NFX 50-007: E and J)</li> <li>- 40 € for Bronze and Silver packs (Category AFNOR NFX 50-007: Z, A and B)</li> <li>- 50 € for Gold and Platinum packs (Category AFNOR NFX 50-007: C and D)</li> </ul>

## **ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION**

### **Us**

MUTUAIDE ASSISTANCE – 8/14 AVENUE DES FRÈRES LUMIÈRE – 94368 BRY-SUR-MARNE CEDEX – S.A. WITH CAPITAL OF 9,590,040 € FULLY PAID IN – COMPANY GOVERNED BY THE INSURANCE CODE RCS 383 974 086 CRÉTEIL – TVA FR 31 3 974 086 000 19.

### **Accident with serious bodily harm**

Serious change in health resulting from a sudden action involving an external cause that was unintentional on the part of the victim, observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

### **Insured**

Natural person or group duly insured under the present contract and designated, hereafter, by the term “you”. These persons must be domiciled in France, in the DOM-ROM COM and collectivities sui generis (Overseas departments and territories) or in Europe.

### **Domicile**

Your principal and habitual place of residence in France, in the DOM-ROM COM and collectivities sui generis (overseas departments and territories) or in Europe. In case of disagreement, the tax domicile shall be considered the domicile.

### **DOM-ROM, COM and collectivities sui generis (Overseas departments and territories)**

Guadeloupe, Martinique, French Guyana, Reunion Island, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Bartheleme, New Caledonia.

### **Duration of the guarantees**

The duration of validity of the guarantee corresponds to the dates of stay indicated on the invoice issued by the trip organizer, with a maximum duration of 90 consecutive days.

### **Europe**

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

### **Deductible**

Portion of the claim left under the responsibility of the Beneficiary/Insured specified by the contract in case of indemnification following an incident. The deductible may be expressed as an amount, percentage, days, hours or kilometres.

### **Illness**

Sudden and unforeseeable alteration of health observed by a competent medical authority.

### **Serious illness**

Sudden and unforeseeable change in health observed by a competent medical authority and resulting in the issuance of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

### **Maximum per event**

In case the guarantee is exercised in favour of several insured victims for the same event and insured under the same particular conditions, the guarantee of the insurer is, in any event, limited to the maximum amount specified for this guarantee regardless of the number of victims. Afterwards, the indemnities are reduced and settled in proportion to the number of victims.

### Family members

Your legal or common-law spouse or any person bound to you by a Pacs (civil solidarity pact), your ascendants or descendants or those of your spouse, your father-in-law, mother-in-law, brothers, sisters, 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 there is a contractual stipulation to the contrary.

### Invalidity

Any fraud, falsification, false declaration or false account which could lead to application of the guarantees specified in the agreement, results in the invalidity of our commitments and forfeiture of the rights specified in said agreement.

### Claim

Random event of a nature to trigger the guarantee of the present contract.

### Territoriality

Entire world.

## ARTICLE 2 – DESCRIPTION OF THE INSURANCE GUARANTEE

### **BROKEN OR STOLEN RENTAL SKI EQUIPMENT**

We cover, to the limit of the amount indicated in the Table of Guarantees, reimbursement of the following expenses, if your rental ski equipment becomes unusable following accidental damage or theft:

- ✓ expenses for repair in case of broken rental equipment,
- ✓ expenses for rental from a professional renter of replacement ski equipment in case of theft or if the rental ski equipment may not be prepared or is economically reparable in case of accidental breakage.

Accidental breakage refers to any damage or destruction which is visible externally and which affects proper functioning of the ski equipment covered, following a fall or collision on ski trails.

Rental ski equipment refers to skis, snowboards, monoskis, snow shoes, poles and ski shoes rented from a professional.

### **WHAT WE EXCLUDE**

**Other than the exclusions common to all guarantees, we cannot intervene under the following circumstances:**

- ◆ **Damage resulting from improper use of the rental ski equipment or which does not respect regulations in effect,**
- ◆ **Damage resulting from normal wear of rental ski equipment,**
- ◆ **Simple scratches, scuff marks or other damage to rental ski equipment not altering its functioning,**
- ◆ **Loss, theft or disappearance of rental ski equipment,**
- ◆ **Accidental damage due to the flow of liquids or greasy, colorant or corrosive substances,**
- ◆ **Damage caused by mites and/or rodents as well as by cigarette burns or another source of non-incandescent heat,**
- ◆ **Indirect losses such as depreciation and loss of enjoyment,**

### **WHAT ARE YOUR OBLIGATIONS IN CASE OF AN EVENT?**

You must declare the incident to us within the five business days following having become aware of it, unless in a case of unforeseen circumstances or force majeure: Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.

You must notably provide us with:

- ✓ a declaration describing the circumstances of the incident,

- ✓ documentation from a professional describing the nature and significance of the damage to your rental ski equipment or the receipt for declaration of theft with the local authorities,
- ✓ the original invoice for rental of the ski equipment from a professional renter of equipment,
- ✓ the invoice for repair or rental of replacement ski equipment,

The documentation is to be sent to

**ASSURINCO**

122 bis quai de Tounis - 31000 TOULOUSE

Email: [sinistre@assurinco.com](mailto:sinistre@assurinco.com)

### **ARTICLE 3 - GENERAL EXCLUSIONS**

The following are not covered:

- ◆ Services which were not requested during travel and which were not organized by us, or with our approval, do not grant the right, presumably, to reimbursement or indemnification,
- ◆ Expenses for dining, hotel, except those specified in the text on guarantees,
- ◆ Harm caused intentionally by a Beneficiary/Insured and that resulting from his participation in a crime, misdemeanour or altercation, except in a case of legitimate defence,
- ◆ The amount for condemnations and their consequences,
- ◆ Use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or rally resulting in national or international ranking that is organized by a sports federation for which a license is issued as well as training for the purpose of these competitions,
- ◆ Practice of any sport on a professional level,
- ◆ Participation in competitions or contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air,
- ◆ Consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity,
- ◆ Expenses incurred after return from travel or expiration of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: mechanical sports (regardless of the motorized vehicle used), aerial sports, high mountain climbing, bobsled, hunting of dangerous animals, ice hockey, skeleton, combat sports, speleology, snow sports involving international, national or regional ranking,
- ◆ Voluntary non-observance of the regulations of the country visited or the practice of activities not authorized by the local authorities,
- ◆ Official interdictions, seizures or restrictions by the public authorities,
- ◆ Use by the Beneficiary/Insured of aerial navigation equipment,
- ◆ Use of war machines, explosives and firearms,
- ◆ Damage resulting from intentional or fraudulent fault of the Beneficiary/Insured in conformity with article L.113-1 of the Insurance Code,
- ◆ Suicide or attempted suicide,
- ◆ Epidemics, pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, demonstrations, acts of terrorism, hostage-taking,
- ◆ Disintegration of an atomic nucleus or any radiation coming from a source of radioactive energy.

The liability of MUTUAIDE ASSISTANCE may not under any circumstances be sought for failure or delay in fulfilling its obligations which result from a case of force majeure, or events such as civil or foreign war, rioting or protests, lockout, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of an atomic nucleus, the explosion of machines and the effects of nuclear radioactivity, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstance or situation of force majeure, as well as their consequences.

## ARTICLE 4 – HANDLING OF COMPLAINTS

In case of disagreement or discontent regarding application of the guarantees of your contract, we invite you to send your complaint to ASSURINCO by calling 05.34.45.31.51 or by writing to [sinistre@assuranco.com](mailto:sinistre@assuranco.com)

If you are not satisfied with the response provided to you, you may send a letter to:

**MUTUAIDE**  
**Service Assurance**  
**TSA 20296**  
**94368 BRY SUR MARNE CEDEX**

MUTUAIDE agrees to confirm receipt of your correspondence within a period of 10 business days. It will be handled within a maximum of 2 months.

If the disagreement persists, you may contact the Médiation de l'Assurance (insurance mediator) whose contact information is shown on the letters in response to your complaint or on our website.

## ARTICLE 5 – INFORMATION SYSTEMS AND FREEDOMS:

Within the framework of quality control for the services rendered, telephone conversations between the beneficiaries and the services of MUTUAIDE ASSISTANCE may be recorded.

In conformity with law no. 78-17 of 6 January 1978 modified relative to information systems, files and freedoms, the beneficiary is informed that the personal information that will be gathered during his call is indispensable to implementation of the services of assistance defined in the present terms and conditions. The absence of response shall result in forfeiture of the guarantees specified by the agreement.

This information is intended for the internal use of MUTUAIDE ASSISTANCE, as well as that of persons called upon to intervene and those responsible for the establishment, management and execution of the contract, to their limit of their respective duties.

MUTUAIDE ASSISTANCE agrees to take all useful precautions to protect the confidentiality and security of personal data (and generally all data) and notably prevent it from being distorted, damaged or communicated to unauthorized third parties, and generally implement all appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, accidental loss, alteration, unauthorized diffusion or access, notably when the processing includes data transmission via a network, as well as against any form of unlawful processing. It agrees to accept the same commitments for its subcontractors.

The beneficiary has a right to access, receive, rectify and oppose his personal information by contacting the Relais Informatique et Liberté - MUTUAIDE ASSISTANCE 8/14 Avenue des Frères Lumière - 94368 BRY SUR MARNE Cedex.

## ARTICLE 6 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary, to the limit of the indemnities paid and services provided by it, against any party responsible for the events having caused its intervention. When the services provided in execution of the agreement are covered, in part or in whole, by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the beneficiary against this company or institution.

## ARTICLE 7 - TIME LIMIT

By virtue of articles L114-1 and L 114-2 of the Insurance Code, any action resulting from the present contract is limited to a period of two years following the causal event.

## **ARTICLE 8 – SETTLEMENT OF DISPUTES**

Any dispute related to the present contract which is not been able to result in amicable resolution between the parties may be brought before the competent jurisdiction under the conditions defined by articles L114-1 and L 114-2 of the Insurance Code.

## **ARTICLE 9 – FALSE DECLARATIONS**

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

- Any reticence or intentionally false declaration on your part results in invalidity of the contract. The premiums paid are retained by us and we will be within our rights to require the payment of premiums come due, as specified in article L 113-8;
- Any omission or inexact declaration on your part for which bad faith is not established results in cancellation of the contract 10 days after notification has been sent to you by registered mail and/or the application of the reduction of indemnities in conformity with article L 113-9 of the Insurance Code.

## **ARTICLE 10 – REGULATION AUTHORITY**

The authority responsible for regulation of MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 61 rue Taitbout – 75009 Paris.

## **ARTICLE 11 – RIGHT OF RENUNCIATION (Art L112-10 of the Insurance Code)**

If you provide proof of a prior guarantee for one of the risks covered by this new insurance subscribed, you have the possibility of pronouncing this insurance, at no charge, within a period of 14 days following establishment of this insurance as long as the touristic package and no guarantee have been implemented.