



INFORMATION NOTICE ON THE SNOW ASSISTANCE AND INSURANCE CONTRACT No. 4225

HOW TO CONTACT OUR ASSISTANCE SERVICE

MUTUAIDE ASSISTANCE

8-14, avenue des Frères Lumière - 94368 BRY SUR MARNE CEDEX
7 days/week – 24 hours/day

- **by telephone within France: 01.41.77.45.97**
- **by telephone from abroad: 33.1.41.77.45.97 preceded by the local prefix for international access**
- **by fax: 01. 45.16.63.92**
- **by e-mail: medical@mutuaide.fr**

To allow us to intervene under the best conditions, remember to gather the following information which will be requested when you call:

- Contract no. 4225,
- Your last and first names,
- The address of your domicile,
- The country, city or locality from which you are calling,
- Specify the exact address (no., street, hotel (if applicable), etc.),
- The telephone number where you can be reached,
- The nature of your problem.

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

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**

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

- Contract no. 4225,
- 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	
ASSISTANCE GUARANTEES	CEILING
- Repatriation or medical transport (A)	Real expenses (A)
- Repatriation for accompanying persons (B)	Ticket for return transport * (B)
- Repatriation of children under age 18 (C)	Ticket for round-trip transport * (C)
- Visit of a family member/close friend (D)	Ticket for round-trip transport * + Hotel expense 80 € per night / Max 10 nights (D)
- Prolongation of stay (E)	Hotel expense 80 € per night / Max 10 nights (E)
- Hotel expenses (F)	Hotel expense 80 € per night / Max 10 nights (F)
- Medical expenses outside country of residence (G)	4,500 € per person / Maximum 22,500 € per event (G)
✓ Deductible (G1)	30 € per person (G1)
✓ Dental care (G2)	160 € (G2)
- Sending of medications abroad (H)	Expense for sending (H)
- Repatriation of remains:	
✓ Repatriation of remains (I1)	Real expenses (I1)
✓ Funerary expenses necessary for transport (I2)	1,500 € per person (I2)
- Early return: (J)	Ticket for return transport * (J)
- Replacement driver (K)	Ticket for transport * or Driver (K)
- Legal assistance abroad	
✓ Advance of bail bond (L1)	15,000 € per person (L1)
✓ Payment of lawyer's fees (L2)	1,500 € per person (L2)
- Expenses for search or rescue (M)	3,000 € per person / Maximum 15,000 € per event (M)
- Expenses for rescue on trail (N)	Real expenses (N)
- Advance of funds (only a broad) (O)	1,500 € per person (O)
INSURANCE GUARANTEES (EXTENSION OF GUARANTEES)	CEILING
1 / BROKEN OR STOLEN SKI EQUIPMENT (a)	(a) 300 € per person
2 / LOSS OR THEFT OF PACKAGE (b)	(b) 200 € per person
3 / EXPENSES FOR INTERRUPTION OF STAY (c)	(c) 1,500 € per person / Maximum 8,000 € per event
4 / EXPENSES FOR INTERRUPTION OF ACTIVITIES (d)	(d) 100 € per day / Maximum 5 days

* by train 1st class or airplane in economy class

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 reside in France, in the DOM-ROM COM and collectivities sui generis (overseas departments and territories) or in Europe.

Definition of assistance to persons

Assistance to persons includes any services used in case of illness, injury or death of persons covered during covered travel.

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 Barthelme, New Caledonia.

Duration of the guarantees

The duration of validity of the other guarantees corresponds to the travel dates 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.

Events covered for assistance

Illness, injury or death during covered travel.

Execution of the services

The services covered by the present agreement may only be applied with prior approval from MUTUAIDE ASSISTANCE. As a result, no expense generated under the authority of the Beneficiaries/Insureds will be able to be reimbursed by MUTUAIDE ASSISTANCE.

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.

We organize

We make the necessary arrangements to grant you access to the service.

We cover

We finance the service.

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.

Type of loss

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

Territoriality

Entire world.

ARTICLE 2 – DESCRIPTION OF THE GUARANTEES OF ASSISTANCE TO PERSONS

You are ill, injured or die during covered travel. We intervene under the following circumstances:

REPATRIATION OR MEDICAL TRANSPORT:

You are ill or injured during covered travel. We organize and pay for your repatriation to your domicile or to the hospital establishment close to your home.

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

The decision of repatriation is taken into account by our medical consultant, after obtaining an opinion from the local care provider and, eventually, the family doctor.

At the time of your repatriation, and upon instructions from our medical consultant, we organize and cover transport for a person to accompany you.

Any refusal of the solution proposed by our medical team results in cancellation of the guarantee of assistance to persons.

REPATRIATION FOR ACCOMPAGNYING PERSONS

You are repatriated for medical reasons, or you die during covered travel.

We organize and cover, if they may not return home by the means initially foreseen, the transport of your beneficiary family members or an insured person accompanying you at the time of occurrence of the event, based on a plane ticket in economy class or a train ticket in 1st class.

REPATRIATION OF CHILDREN UNDER AGE 18

If you are ill or injured and no one is able to take care of your children under 18 years of age, we organize and cover the round-trip travel, by train in first-class or airplane in economy class, of a person of your choice or of one of our hostesses to bring them to your domicile or that of a member of your family.

VISIT OF A FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a duration of greater than 4 days. We organize and cover the round-trip transport by plane in economic class or by train in 1st class of a member of your family residing in the same country as you, as well as his expenses for stay (room, breakfast) so that he may be at your bedside.

Our coverage for his lodging is provided to the limit of the amount indicated in the Table of Guarantees.

In any event, expenses for dining or other expenses remain the responsibility of the Beneficiary/Insured.

This guarantee may not be combined with the “Repatriation of accompanying persons” guarantee.

PROLONGATION OF STAY

You are hospitalized during covered travel and our doctors decide that this hospitalization is necessary beyond your initial return date.

We cover the expenses for lodging (room and breakfast) of the beneficiary members of your family or of an insured accompanying person to be at your bedside, to the limit of the amount indicated in the Table of Guarantees.

Only requirements of a medical nature are taken into consideration to grant this guarantee.

In any event, expenses for dining or other expenses remain the responsibility of this person.

This guarantee may not be combined with the “visit of close family/friend” guarantee.

HOTEL EXPENSES

If you are hospitalized and obligated to prolong your stay for demonstrated medical reasons, without hospitalization and after approval from the consulting physician, we organize and cover your expenses for hotel (room and breakfast), as well as those of the beneficiary members of your family or of an insured accompanying person, to the limit of the amount indicated in the Table of Guarantees.

MEDICAL EXPENSES (OUTSIDE OF COUNTRY OF RESIDENCE)

When medical expenses have been incurred with our prior approval, we reimburse you the portion of these expenses that are not reimbursed by the eventual insurance organizations with which you are affiliated.

We intervene once the reimbursements made by the above-mentioned insurance organizations have been paid, after subtracting a deductible, the amount of which is indicated in the Table of Guarantees, and subject to having received the original documentation to support the reimbursement from your insurance organization.

This reimbursement covers the expenses defined below, provided that they involve care received by you outside your country of residence, following an illness or accident having occurred outside your country of residence.

In this case, we reimburse the amount of expenses incurred up to the maximum amount indicated in the Table of Guarantees, per Beneficiary/Insured, per event and per year.

In the event that the insurance organization to which you pay contributions does not accept to cover the medical expenses incurred, we will reimburse the expenses incurred to the limit of the amount indicated in the Table of Guarantees, provided that we receive the original invoices for medical expenses and the certificate attesting to the absence of coverage from the insurance organization.

This service ceases as of the date that we are effectively able to complete your repatriation.

Nature of expenses granting the right to reimbursement (subject to prior approval):

- medical fees,
- expenses for medications prescribed by a doctor or surgeon,
- expenses for an ambulance prescribed by a doctor for transport to the closest hospital and only in case of refusal of coverage by insurance organizations,
- expenses for hospitalization provided that the Beneficiary/Insured is fit to be transported according to the decision of the doctors of the Assistance Service, taken after receiving information from the local doctor (the expenses for hospitalization incurred starting from the day that we are able to carry out your repatriation are not covered),
- expenses for emergency dental care (ceiling at the amount indicated in the Table of Guarantees, without application of a deductible).

EXTENSION OF THE SERVICE: ADVANCE OF EXPENSES FOR HOSPITALIZATION (OUTSIDE COUNTRY OF RESIDENCE)

To the limit of the coverage amounts specified above, we are able to advance expenses for hospitalization which you must incur outside your country of residence, under the following cumulative conditions:

- the doctors of MUTUAIDE ASSISTANCE must decide, after gathering information from the local doctor, whether or not it is impossible to immediately repatriate you to your country of residence.
- the care to which the advance applies must be prescribed in accordance with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorized by you must formally agree, by signing a specific document provided by MUTUAIDE ASSISTANCE at the time of application of the present service:
 - to undertake the procedures for the coverage of expenses with the insurance organizations within the 15 days following the mailing date of the items necessary for these procedures by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE the amounts received in this regard from the insurance organizations within the week that follows receipt of these amounts.

The expenses not covered by the insurance organizations shall remain our responsibility, and to the limit of the coverage amount specified for "medical expenses". You will have to provide us with the attestation of absence of coverage coming from these insurance organizations within the week following receipt of it.

In order to protect our rights, we reserve the right to request that you or your beneficiaries provide us with a commitment letter obligating you to carry out the necessary procedures with the welfare organizations and to reimburse us the amounts received.

In the absence of having carried out the procedures for coverage with the insurance organizations within the allotted timeframes, or in the event of failure to provide the attestation of absence of coverage from these insurance organizations to MUTUAIDE ASSISTANCE within the allotted timeframes, you will not be able to avail yourself of the "medical expenses" service and you will have to reimburse all hospitalization expenses advanced by MUTUAIDE ASSISTANCE and, if necessary, this latter company will initiate any necessary collection procedure, the cost of which will be your responsibility.

SENDING OF MEDICATIONS ABROAD

At the time of travel outside of your country of residence, you do not have medications which are necessary for your health, following loss or theft. We cover the search and transport of these medications, in case these medications or equivalent medications, advised by the doctors of MUTUAIDE ASSISTANCE, cannot be found on site (subject to obtaining the contact information of your primary care physician).

We cover the shipping of medications by the fastest means, subject to local and French legal restrictions.

The cost of the medications and eventual customs charges are your responsibility.

REPATRIATION OF REMAINS

You die during covered travel. We arrange repatriation of your remains to the location of the funeral in your country of residence.

Within this framework, we cover:

- ✓ Expenses for transport of the body,
- ✓ The expenses related to conservation required by applicable legislation,
- ✓ The expenses directly necessitated by transport of the body (handling, specific arrangements for transport, preparation) to the limit of the amount indicated in the Table of Guarantees.

EARLY RETURN

If you must interrupt your travel prematurely in the cases listed below, we cover your additional transport expenses and those of your beneficiary family members or of a person covered under the present contract who is accompanying you, if the transport tickets purchased for your return and theirs may not be used because of this event, based on a train ticket in 1st class or a plane ticket in economy class.

We intervene in case of:

- the demise of a member of your family, of a person responsible for looking after your minor-age and/or handicapped child who remained at home, of your professional replacement
- hospitalization for a serious illness of a member of your family, of a person responsible for looking after your minor-age and/or handicapped child who remained at home, of your professional replacement
- serious property damage absolutely requiring your presence to carry out the necessary conservatory measures, following a break-in, fire, water damage or natural events and affecting your private or professional premises.

REPLACEMENT DRIVER

You are ill or injured during covered travel in one of the countries mentioned below and can no longer drive your vehicle: if none of the passengers is able to replace you, we make a driver available to bring the vehicle to your place of residence via the most direct itinerary.

We cover the expenses for the trip and the pay of the driver.

The driver is required to respect labour legislation, and in particular must - in accordance with current French legislation - stop for 45 minutes after driving for 4 ½ hours, and the total amount of time driven per day must not surpass 9 hours.

If your vehicle is more than 8 years and/or has been driven more than 150,000 km or if its condition and/or load does not comply with norms defined by the French Driving Code, you will have to mention it to us. We then reserve the right to not send a driver.

In this case, and to replace making a driver available, we provide and pay for a train ticket in first class or an airplane ticket in economy class to go pick up the car.

This service only applies in the following countries:

France (including Monaco, Andorra, excluding the overseas department and territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, The Netherlands, Luxembourg, the United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

The expenses for fuel, tolls, hotels and dining for eventual passengers are your responsibility.

LEGAL ASSISTANCE ABROAD

At the time of covered travel, you are the subject of legal action, incarceration for involuntary non-respect or violation of the local laws and regulations.

We advance the bond required by the local authorities to permit your temporary release, to the limit of the amount indicated in the Table of Guarantees.

Reimbursement of this advance must take place within a period of one month following presentation of our request for reimbursement. If the bail bond is reimbursed to you before this deadline by the Authorities of the country, it will also have to be returned.

We are also able to reimburse you, to the limit of the amount indicated in the Table of Guarantees, the fees of legal representatives upon whom you may call if action is taken against you, provided that the accusations made against you are not subject to penal sanction according to the legislation of the country.

This guarantee is not exercised for events related to your professional activities or custody of a motorized land vehicle.

EXPENSES FOR SEARCH AND RESCUE

Following an event which puts your life in danger, we cover the expenses for search and rescue, to the limit of the amount indicated in the Table of Guarantees. Only expenses billed by a company that is duly certified to perform these activities may be reimbursed.

We cannot under any circumstances replace local emergency services organizations.

EXPENSES FOR RESCUE ON THE TRAIL

You are the victim of a ski accident on open and marked trails. We cover the expense for transport by sled from the location of the accident to the bottom of the trails or to the emergency centre that is closest to the location of the accident. When the emergency services cannot reach the location of the accident, the expenses for helicopter rescue or any other means are also covered.

This coverage is provided to the limit of the amount indicated in the Table of Guarantees.

These expenses are covered provided that MUTUAIDE ASSISTANCE is informed before the end of your stay at the ski resort, and/or in the 48 hours following the emergency intervention.

ADVANCE OF FUNDS (only abroad)

At the time of your covered travel, your means of payment or your official documents (passport, national identification card ...) were lost or stolen.

By calling our service, we can inform you about the procedures to be carried out (filing a complaint, renewal of documents ...)

This information constitutes information of a documentary nature mentioned by article 66-1 of the modified law of 31 December 1971. Under no circumstances does it involve a legal consultation.

Subject to an attestation of theft or loss issued by the local authorities, we may grant you in advance of funds to the limit of the amount indicated in the Table of Guarantees, in exchange for a recognition of debt remitted to MUTUAIDE ASSISTANCE.

This advance is to be reimbursed to MUTUAIDE ASSISTANCE in the 30 days that follow the date that the funds are made available.

In the absence of payment, we reserve the right to take any necessary action for recovery.

ARTICLE 3 - EXCLUSIONS FROM ASSISTANCE TO PERSONS

The following are not covered:

- ◆ Trips taken for diagnostic purposes and/ or treatment,
- ◆ Expenses for medical care and hospitalisation in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the Beneficiary/Insured,
- ◆ Benign ailments or injuries which may be treated on site and/or which do not prevent the Beneficiary/ Insured from continuing his travel,
- ◆ Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, abortion, the aftermath of childbirth,
- ◆ Convalescences and ailments during treatment, not yet healed and including a sudden risk of aggravation,
- ◆ Illnesses previously diagnosed having resulted in hospitalization in the 6 months preceding the departure date of travel,
- ◆ Events related to medical treatment or to surgical intervention which was not unforeseen, fortuitous or accidental,
- ◆ Expenses for prostheses: optical, dental, acoustic, functional, etc.
- ◆ The consequences of situations of infectious risks within the context of an epidemic which involve placement into quarantine or preventive measures or measures of special observation on the part of international and/or local health authorities in the countries where you're staying, and/or national authorities in your place of origin.
- ◆ Expenses for spa treatments, beauty treatments, vaccination and the resulting expenses,
- ◆ Stays in rest facilities and the resulting expenses,
- ◆ Re-education, physical therapy, chiropractic care and the resulting expenses,
- ◆ Planned hospitalizations.

ARTICLE 4 – DESCRIPTION OF THE INSURANCE GUARANTEES (EXTENSION OF GUARANTEES)

1/ BROKEN OR STOLEN SKI EQUIPMENT

We cover, to the limit of the amount indicated in the Table of Guarantees, reimbursement for rental fees from a professional rental company, for equivalent replacement ski equipment, if your personal ski equipment has become unusable following accidental damage or theft.

Accidental damage 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.

Personal ski equipment refers to skis, snowboards, monoskis, snowshoes, poles and snow boots, purchased less than 5 years prior and of which you are the owner.

WHAT WE EXCLUDE

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

- ◆ Damage resulting from improper use of personal ski equipment or which does not respect regulations in effect,
- ◆ Damage resulting from normal wear of personal ski equipment,
- ◆ Simple scratches, scuff marks or other damage to personal ski equipment not altering its functioning,
- ◆ Loss, theft or disappearance of personal 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,
- ◆ Damage to personal ski equipment purchased more than 5 years prior.

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 personal ski equipment or the receipt for declaration of theft with the local authorities,
- ✓ the original purchase invoice for your personal ski equipment dating back less than 5 years,
- ✓ the rental invoice for replacement ski equipment,

The documentation is to be sent to:

ASSURINCO
122 bis quai de Tounis - 31000 TOULOUSE
Email: sinistre@assurinco.com

2/ LOSS OR THEFT OF PACKAGE

In case of loss or theft of your mechanical lift package purchased more than 3 days prior, we cover reimbursement of it to the limit of the amount indicated in the Table of Guarantees.

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

- ✓ the receipt for declaration of theft or loss with the local authorities,
- ✓ supporting documentation with your name to prove payment with insurance.

The documentation is to be sent to:

ASSURINCO
122 bis quai de Tounis - 31000 TOULOUSE
Email: sinistre@assurinco.com

3/ EXPENSES FOR INTERRUPTION OF STAY

We will reimburse you and the covered members of your family or a covered person under the present contract who is accompanying you, for the expenses for stays which have already been paid and not used (transport not included), on a prorated basis, starting from the night following repatriation for medical reasons or early return, if you interrupt your trip for one of the following events:

- ✓ Repatriation for medical reasons, organized by MUTUAIDE ASSISTANCE or by any other company of assistance,

- ✓ Early return, organized by MUTUAIDE ASSISTANCE or by any other company of assistance, due to serious illness, serious bodily harm or the death of a member of your family, of the person responsible for keeping your minor-age or handicapped children, or of your professional replacement.
- ✓ Early return, organized by MUTUAIDE ASSISTANCE or by any other assistance company, due to serious property damage absolutely requiring your presence to take the necessary conservatory measures following a fire, water damage or natural events which affect your private or professional premises.

WHAT WE EXCLUDE

- ◆ **The exclusions specific to assistance to persons are applicable to the “Interruption of stay” guarantee.**

AMOUNT OF THE GUARANTEE

The indemnity paid in application of the present contract may not under any circumstances surpass the price of the trip declared at the time of subscription, and to the limits specified in the Table of Amounts of Guarantees.

The indemnity is calculated starting from the day following payment in full for the covered services; it is in proportion to the number of days of travel not used, subject to deduction of tickets for transport, administrative fees, fees for visa, insurance, tips, as well as reimbursements or compensation granted by the service providers for your trip:

For hotel stays: the indemnity is calculated based on the total price per person of the insured stay,

For rentals: the indemnity is calculated based on the total price of the insured rental, being understood that the rental charge must be fully paid.

WHAT ARE YOUR OBLIGATIONS IN CASE OF AN EVENT?

As soon as you return, you must send ASSURINCO all documents necessary for establishment of the file, and to prove the legitimacy and amount of the claim. In all cases, the originals of the detailed invoices from the travel planner, showing the land-based services and services for transport will be requested of you.

Unless the information which is necessary for investigating the case is provided to our consulting physician, the case will not be able to be processed.

4/ EXPENSES FOR INTERRUPTION OF ACTIVITY

When you or a member of your family are ill and you are not able to participate in a temporary land-based event (excursions, visits, etc.) for a medical reason not requiring either your repatriation or hospitalization, we intervene to the limit of the amount set in the Table of Guarantees, as long as they appear on your initial travel invoice.

WHAT WE EXCLUDE

- ◆ **The exclusions specific to assistance to persons are applicable to the “Interruption of activities” guarantee.**

WHAT ARE YOUR OBLIGATIONS IN CASE OF AN EVENT?

You must declare your incident with ASSURINCO as soon as you return and send us all documents requested of you to prove the interruption of your activity. Unless the information which is necessary for investigating the case is provided to our consulting physician, the case will not be able to be processed.

ARTICLE 5 - 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 6 – RULES OF FUNCTIONING OF ASSISTANCE SERVICES

Only the telephone call from the Beneficiary/Insured at the time of the event makes it possible to implement assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requesting party, organizes and covers the services specified in the present agreement.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Beneficiary/Insured to provide proof of his capacity and to produce, at his expense, the items and documents which prove this right.

The Beneficiary/insured must permit our doctors to have access to all medical information concerning the person for whom we are providing services. This information shall be treated with respect for medical secrecy.

MUTUAIDE ASSISTANCE MAY NOT UNDER ANY CIRCUMSTANCES REPLACE THE LOCAL ORGANIZATIONS FOR EMERGENCY INTERVENTION AND INTERVENES TO THE LIMIT OF APPROVAL GIVEN BY THE LOCAL AUTHORITIES, NOR COVER EXPENSES THUSLY INCURRED, WITH THE EXCEPTION OF EXPENSES FOR TRANSPORT BY AMBULANCE OR TAXI TO THE CLOSEST FACILITY THAT CAN PROVIDE APPROPRIATE CARE, IN CASE OF A BENIGN AILMENTS OR INJURIES WHICH DO NOT REQUIRE REPATRIATION OR MEDICAL TRANSPORT.

Services provided by MUTUAIDE ASSISTANCE are carried out in respect of all national and international laws and regulations. They are subject to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has covered the transport of a Beneficiary/Insured, this latter party must return his initial return ticket that was not used.

MUTUAIDE ASSISTANCE DECIDES ON THE TYPE OF AIRPLANE TICKET MADE AVAILABLE TO THE BENEFICIARY/INSURED BASED ON THE POSSIBILITIES OFFERED BY AIR TRANSPORTERS AND THE DURATION OF THE TRIP.

ARTICLE 7 – CONDITIONS OF REIMBURSEMENT

Reimbursements to the Beneficiary/Insured may only be provided by us upon presentation of the original paid invoices corresponding to expenses incurred with our approval.

Requests for reimbursement must be sent to:

**MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
8-14, Avenue des Frères Lumière
94368 BRY SUR MARNE CEDEX**

ARTICLE 8 – HANDLING OF COMPLAINTS

1. In case of disagreement or discontent regarding application of your contract, we invite you to send your complaint to MUTUAIDE by calling 01.41.77.45.97 or by writing to medical@mutuaide.fr for the Assistance guarantees listed below:

- ✓ Repatriation or medical transport
- ✓ Repatriation for accompanying persons
- ✓ REPATRIATION OF CHILDREN UNDER AGE 18
- ✓ Visit of a family member/close friend
- ✓ Prolongation of stay
- ✓ Hotel expenses
- ✓ Medical expenses outside country of residence
- ✓ Sending of medications abroad
- ✓ Repatriation of remains
- ✓ Early return
- ✓ Replacement driver
- ✓ Legal assistance abroad
- ✓ Expenses for search or rescue
- ✓ Expenses for rescue on trail
- ✓ Advance of funds (only abroad)

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

**MUTUAIDE
SERVICE QUALITE CLIENTS
8/14 AVENUE DES FRERES LUMIERE
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.

2. In case of disagreement or discontent regarding application of your contract, we invite you to send your complaint to ASSURINCO by calling 05.34.45.31.51 or by writing to sinistre@assurinco.com for the Insurance guarantees listed below:

- ✓ Broken or stolen ski equipment
- ✓ Loss or theft of package
- ✓ Expenses for interruption of stay
- ✓ Expenses for interruption of activity

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 9 – 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 10 – 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 11 - 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 12 – 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 13 – 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 14 – REGULATORY AUTHORITY

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

ARTICLE 15 – 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. To contact ASSURINCO.