

# EN ROUTE VERS L'INDÉPENDANCE >>

PLEASE CONTACT :				
FOR ANY <u>ASSISTANCE</u> CLAIM OCCURING DURING YOUR SPORTS PROGRAM				
Mutuaide Assistance				
24/7 Assistance Platform				
<b>Tel :</b> 01 48 82 62 00 <b>or</b> 33 1 48 82 62 00 (from abroad) <b>Fax :</b> 01 45 16 63 92 <b>or</b> 33 1 45 16 63 92				
Email : medical@mutuaide.fr				
Policy no. for reference purposes : Policy No. 3192				
FOR ANY <u>INSURANCE</u> CLAIM (Cancellation, Baggage, Interruption of sports program, etc.)				

Une nouvelle idée de l'assurance tourisme et loisirs

Monday to Thursday 2pm to 6pm - Friday 2pm to 5pm

Tel: 05 34 45 31 50 Fax : 05 61 12 23 08 Email : gestion@ucpa-assistances.fr

Policy no. for reference purposes : Policy No. 3192

ASSURINCO Cabinet Chaubet Courtage SARL de courtage en assurances au capital de 140 750 € - Siège social : 122 Bis, Quai de Tounis, 31000 TOULOUSE - Tél. : 05.34.45.04.04 RCS TOULOUSE N° SIREN 385 154 620

Immatriculé à l'ORIAS dans la catégorie courtier d'assurance sous le N°07001894 site web ORIAS : www.orias.fr

# **INCEPTION AND DURATION OF COVER**

COVERS	INCEPTION DATE	EXPIRY OF COVER
Cancellation expenses	The day this policy is taken out	Sports program start day
Other covers	Departure day (at UCPA designated assembly point)	Sports program return day

The above covers only apply for the duration of the sports program duly invoiced by UCPA, with a maximum of 90 consecutive days from departure date.

Cancellation cover will only apply if this cover is taken out on the day the sports program is purchased.

Only those covers included in the insurance plan taken out and shown on the UCPA registration documents shall apply.

# **POLICY CONDITIONS**

## A FEW TIPS

- Before leaving for a country in the European Economic Area you should have a European Health Insurance Card (EHIC) issued by the state healthcare organisation of which you are a member (Caisse Primaire d'Assurance Maladie). With this card you can obtain medical treatment in the event of illness or accident (www.ameli.fr).
- Before leaving to go abroad, if you are under treatment do not forget to take your medicines with you. Pack them in your hand baggage so as to avoid any interruption of your treatment in the event of delay or loss of baggage.
- If, as part of your sports program, you engage in risky physical or motorised activity then we would advise you to ensure at the outset that emergency services have been put in place by the competent authorities in the countries concerned so as to respond to any need for first aid.
  It is important to be aware of your key numbers in case of loss or theft. Take the precaution of noting them.
- By the same token, in the event of loss or theft of your identity papers or payment media, it is easier to reconstitute these documents if you
  have taken the time to photocopy them. You should also note down the number of your passport, identity card and bankers' card and keep
  these separate.
- If you are seriously ill or injured, please contact us as soon as possible but not before having called on the emergency services (emergency medical services, fire brigade, etc.) as we cannot be a substitute for these.

#### PLEASE NOTE

Certain medical conditions may be the subject of limits under this policy. We advise you to read these policy conditions carefully.

# TABLE OF COVER AMOUNTS

INSURANCE COVERS	MAXIMUM AMOUNT	DEDUCTIBLE
Interruption of sports program		
Following medical repatriation, interruption of activity or early	€6,000 per person	None
return	€30,000 per event	
ASSISTANCE COVER	MAXIMUM AMOUNT	DEDUCTIBLE
Repatriation assistance	1	
Repatriation of the insured	Actual expenses	None
Return of an accompanying person	Return ticket	None
<ul> <li>Reimbursement ou Advance of emergency hospital charges and medical expenses abroad</li> </ul>	€150,000	€30 per claim
Emergency dental treatment	€300	None
Accompanying of children	Round trip ticket	None
• Visit of a close relative during a stay in hospital	Round trip ticket + €80 per night (10 days)	None
• Prolongation of the sports program	€80 per night (10 days)	None
<ul> <li>Transport of corpse and Funeral expenses</li> </ul>	Actual expenses	None
<ul> <li>Early return following serious illness or death of a family</li> </ul>	Round trip ticket	None
member		None
Discovery assistance		
Search and first aid expenses	€10,000 per person	None
	€20,000 per event	
Evacuation expenses	€20,000 per event	None
Ambulance expenses	Actual expenses	None
Expenses for return to resort	Actual expenses	None
Snow and mountain assistance	·	
Search and first aid expenses, Evacuation expenses	€10,000 per person €20,000 per event	None
First aid expenses on ski piste	Actual expenses	None
• First ald expenses on ski piste	Maximum €7,650	None
Reimbursement of "ski lift pass"	€350	None
Ambulance expenses	Actual expenses	None
Expenses for return to resort	Actual expenses	None
Vehicle assistance		
Troubleshooting / towing expenses	€200	None
Loan of rental car	7 days in equivalent category	None
<ul> <li>Provision of a replacement driver for the return if unable</li> </ul>	3 days	None
to drive	,	
<ul> <li>Unforeseen events assistance</li> <li>Assistance in the event of theft, loss or destruction of</li> </ul>	Official formalities	None
<ul> <li>Assistance in the event of thert, loss of destruction of papers</li> </ul>	Official formaticles	None
Cash advance in the event of theft of payment media	€1,500	None
Legal assistance		
Bail bond	€7,500	None
Lawyer's expenses	€1,500	None
Additional personal assistance		
Nursing attendance	20 hours	None
Delivery of meals and household shopping	15 days max.	None
Home help	20 hours for 4 weeks	None
Childminder		
<ul> <li>Childminder at home</li> </ul>	20 hours	None
<ul> <li>Or Round trip ticket for a close relative</li> </ul>	Round trip ticket	None
<ul> <li>Or Round trip ticket for your children</li> </ul>	Round trip ticket	None
Educational support	15 hours per week for a maximum of 1 month	None
Psychological support	4 telephone contacts	None
-10		

## **IMPORTANT INFORMATION**

As with any insurance or assistance contract, this policy gives both you and us rights but also obligations. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

## DEFINITIONS

- ACCIDENT: Any sudden, unforeseeable event that is exterior to the victim or the damaged property and which is the cause of bodily injury or property damage.
- **SERIOUS ACCIDENT**: Any temporary or permanent alteration of your physical integrity that on medical evidence implies cessation of all professional or other activity and which has required actual medical attention and surveillance.
- <u>CANCELLATION</u>: The pure and simple cancellation of the sports program you are registered with for the reasons or in the circumstances for which we provide a guarantee as set out in the chapter "CANCELLATION OF A SPORTS PROGRAM".
- **INSURER**: For the guarantees of assistance and insurance, the insurer is MUTUAIDE ASSISTANCE. For the guarantee "Individual Accident", the insurer is TOKIO MARINE.
- INSURED : All natural persons registered for a sports program through the owner of this policy (policyholder) are considered to be Insureds and are hereinafter referred to as "You". These persons must have reserved their sports program at a point of sale in metropolitan France, the Principality of Monaco or one of the DOM TOMs [French overseas departments and territories] and **must have their legal and tax domicile in** Europe or the Mediterranean Basin or in the COM/DROM/POMs (new names created by the reform of 17 March 2003).
- **INSURED** (Individual Accident) : For the "Individual Accident" guarantee, Insureds are persons domiciled in Continental France or an Overseas Department and having subscribed the present policy through a tour operator or a travel agency.
- **<u>TERRORIST ATTACK</u>**: A terrorist attack is deemed to be any act of violence, being an illegal or criminal attack, perpetrated against people and/or property in the country where you are taking part in a sports program, which violence is aimed at seriously disturbing public order by intimidation and terror and which has been the subject of media coverage. A "terrorist attack" must have been recognised as such by the French Foreign Affairs ministry.
- MEDITERRANEAN BASIN : Tunisia, Morocco and Algeria
- **BASIC NECESSITIES** : Clothing and toiletries that enable you to temporarily manage without your personal effects.
- **<u>STABILISATION</u>**: A situation observed by a medical authority whereby, at a given moment in time, a person's medical condition no longer changes.
- FLIGHT CONFIRMATION : A formality required by the UCPA general booking conditions in order to confirm ticket purchase and reserve seats.
- COMs : The "COMs" are understood to be Mayotte, St Pierre et Miquelon, Saint Martin and Saint Barthélémy.
- DROMs (formerly DOMs) : The "DROMs" are understood to be Guadeloupe, Guyana, Mayotte, Martinique and la Réunion.
- **BODILY INJURY**: Any accidental bodily harm suffered by a natural person.
- PROPERTY DAMAGE : Any accidental deterioration or destruction of a thing or a substance, any physical harm to an animal.
- <u>SUBSEQUENT PROPERTY DAMAGE</u>: Any financial loss resulting from loss of use of a right, the interruption of a service provided by a person or by real or personal property or else loss of profit, which directly leads to the occurrence of bodily injury or property damage.
- **EPIDEMIC**: The rapid increase of a medical condition in a given place at a given time without necessarily involving any element of contagion. In practice this term is often used for a contagious infectious illness.
- <u>ABROAD</u>: Worldwide except for the country of domicile.
- HOME : term "home" or "domicile" means your place of main and usual residence.
- HOME (Individual Accident) : For the "Individual Accident" guarantee, the domicile of the Insured must be located in Continental France or an Overseas Department.
- <u>EUROPE</u>: Europe is understood to be the following countries : Germany, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, metropolitan France, Gibraltar, Hungary, Greece, Ireland, Italy and islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Norway, the Netherlands, Poland, Portugal, Romania, the United Kingdom, Slovakia, Slovenia, the Czech Republic, Saint-Marin, Sweden and Switzerland.
- FRANCE: The term France is deemed to mean metropolitan France (including Corsica) and the Principality of Monaco.
- <u>SEARCH COSTS</u>: The costs of any operation mounted by lifeguards or rescue organisations, other than fellow participants in the sports program, involving travelling specifically to search for you in a place devoid of any organised or available means of rescue.
- FIRST AID COSTS : The costs of transportation after an accident (once you have been located) from the point where the accident occurred to the nearest hospital.
- **FUNERAL EXPENSES**: Initial conservation and handling costs, charges for placing in a coffin, specific arrangements for transportation, conservation measures required by law, using a coffin of the simplest model that is adequate for transportation and conforms to local law, excluding expenses of burial, embalming and funeral ceremony.
- MEDICAL EXPENSES : Pharmacy, surgical, consultation and hospital costs incurred on medical prescription and necessary for diagnosing and treating the medical condition that requires our involvement.
- **DEDUCTIBLE**: The share of the loss settlement that remains for your account. You will find the amounts of the deductibles for each cover item in the table of cover amounts.
- HOSPITALISATION: Any admission of the Insured to a hospital (hospital or clinic) prescribed by a medical practitioner following an Accident or Illness and consisting of at least one night.
- **MEDICAL CONTRAINDICATION**: A medical contraindication as to carrying out all the main activities planned in the sports program you have registered for.
- ILLNESS (ASSISTANCE): Any alteration of one's state of health duly recognised by a medical doctor that is sudden and unforeseen and requires medical treatment.
- SERIOUS ILLNESS (INSURANCE) : Any alteration of your state of health recognised by a competent medical authority and which entails the cessation of all professional or other activity and requires ongoing medical attention and surveillance.

- **FAMILY MEMBER**: Family member is understood to mean : spouse, person in a civil union or "living together" under the same roof, child (legitimate, natural or adopted), brother, sister, father, mother, parents-in-law, grandchildren, grandparents, legal guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncles, aunts, nephews and nieces.
- **<u>COUNTRY OF ORIGIN</u>** : Your country of domicile is considered to be your country of origin.
- POM : "POM" is used to designate French Polynesia and New Caledonia
- AIRCRAFT OR SHIP DELAY: The time gap between the departure time indicated on the Insured's ticket or documents issued to him/her by UCPA and the actual time the aircraft or ship leaves the place where it is parked or moored and which is outside of the possibilities of change of times available to UCPA and set out in its general booking conditions.
- **TRAIN DELAY**: The time gap between the initial arrival and the actual arrival time indicated on the ticket or the documents issued by UCPA to the passenger which is outside of the possibilities of change of times available to UCPA.
- LOSS : An event that corresponds to the conditions laid down in the policy and which is likely to trigger one of the cover items taken out. All damage or injury resulting from the same initial cause are deemed to be one and the same loss.
- **POLICYHOLDER**: UCPA, having its domicile in metropolitan France, the Principality of Monaco and the DOM TOMs and who have taken out this policy on behalf of other beneficiaries referred to above as the Insureds.
- **<u>THIRD PARTY</u>**: Any natural or legal person other than :
  - any insured person,
  - any family member,
  - any accompanying person,
  - and their agents or employees in the course of their duties.
- JOURNEY: The route followed to reach the destination indicated on the ticket or the documents issued by UCPA, irrespective of the number of flights taken or whether it is the outward or return trip.
- <u>PUBLIC AIR TRANSPORT</u>: A passenger air transport service offering seats for payment and marketed directly by agents vetted by UCPA or else provided by UCPA themselves who charter the flight, being a scheduled flight whose availability and fares are known to the public and where a ticket is issued.
- WEAR AND TEAR : Any depreciation on the day of the loss of any property due to usage or its state of repair.
- **OBSOLESCENCE** : Any depreciation on the day of the loss of any property due to its age.
- **REGULAR FLIGHT**: A scheduled flight provided by a commercial aircraft whose precise timetable and frequency correspond to those published in the Official Airlines Guide.
- **CHARTER FLIGHT** : A flight chartered by a specialist organisation for a non-scheduled service.
- <u>SPORTS PROGRAM</u>: A sports or training session and transport (including flight alone) purchased from UCPA and described in the registration confirmation which sets out the sports to be engaged in, dates, location and price.

## **GEOGRAPHICAL SCOPE OF COVER**

Cover applies worldwide except in the country of your legal domicile and as part of sports program.

Cover excludes those countries listed by the French Foreign Affairs ministry as being in a state of civil or foreign warfare, obvious political instability, undergoing reprisals, applying restrictions on the free movement of people or goods for whatever reasons, especially health, safety or meteorological reasons, countries suffering terrorist attacks or who have suffered a natural disaster or nuclear fall-out as well as countries suffering any other instance of *force majeure*.

## HOW TO USE OUR SERVICES

A. If you need assistance

In the event of an emergency it is essential you contact the emergency services for any problem falling within their ambit.

- In order for us to plan any involvement on our part we would recommend you prepare your call to us. We will ask you for the following information : • your surname(s) and first name(s)
  - the exact place where you are located, an address and telephone number where we can contact you
- your policy number

## You should :

- call us without delay on : 01 48 82 62 00 (from abroad you should dial + 33 (0) 1 48 82 62 00), fax 01 45 16 63 92 (+ 33 (0)1 45 16 63 92 from abroad) or by email : medical@mutuaide.fr,
- obtain our prior approval before taking any initiative or incurring any expense,
- obey the guidelines we recommend,
- provide us with full details of your policy,
- provide us with all documentary evidence of expenses for which you are claiming reimbursement.

We reserve the right to request all necessary documentary evidence (death certificate, proof of domicile, marriage certificate, expense chits, etc.) in connection with any claim for assistance.

## Any expense incurred without our approval will not subsequently be admissible as a claim.

## B. How to declare an insurance claim

In the event of cancellation, you should inform UCPA of your wish to cancel by the quickest means possible (fax, email, declaration at a branch) as soon as an insured loss occurs that prevents you leaving and in any case within 48 hours.

## Please note :

If you are late in informing UCPA of your intention to cancel, we will only pay for the contractual cancellation charges due on the occurrence of an event triggering cover and you will remain your own insurer for the difference. For Baggage claims you should contact the firm ASSURINCO within 2 working days of your return and within 5 days for all other loss occurrences. You or any person acting on your behalf should fill out and sign the claims declaration form annexed to these Policy Conditions and send this to ASSURINCO at the following address :

#### **ASSURINCO / CABINET CHAUBET COURTAGE**

122 bis Quai de Tounis - BP 90932 - 31009 TOULOUSE Cedex Tel : 05 34 45 31 50 / Fax : 05 61 12 23 08

Mail : gestion@ucpa-assistances.fr

#### C. False declarations

Any non-disclosure or intentional misrepresentation by you will render the policy nul and void,

- when this changes the nature of the risk or our view of the extent of risk. Premiums paid shall accrue to us entirely and we have the right to demand payment of outstanding premiums as laid down by article L 113-8 of the Insurance Code.
- Any non-disclosure or misrepresentation where bad faith on your part has not been established shall entail cancellation of the policy 10 days after notice has been served on you by registered letter and/or a reduction in any compensation as provided for in article L 113-9 of the Insurance Code.

#### WHAT YOU SHOULD DO WITH YOUR TRAVEL TICKETS

When transportation has been organised and is admissible under the terms of the contract, you undertake, either to give us the right to use your ticket(s) or to repay us the amount you obtain as reimbursement from the organisation that issued your ticket(s).

## DESCRIPTION OF INSURANCE AND ASSISTANCE COVER

#### **INTERRUPTION OF SPORTS PROGRAM**

#### SCOPE OF COVER

This cover cannot apply unless *Mutuaide has actually provided assistance cover*.

We will (through ASSURINCO) pay you and your insured family members or another person accompanying you and insured under this policy, compensation proportional to the number non utilised days in your sports program, if the sports program is interrupted for one of the following reasons :

## 1. You undergo medical repatriation organised by *Mutuaide* or another assistance company.

#### 2. You return early due to :

- Serious illness that, in the opinion of Mutuaide's medical department, life-threatening or death of :
  - your legal or de facto spouse, one of your relatives in ascending or descending line, brother or sister (not participating in the sports program),
  - the person named on taking out the policy as your professional replacement,
  - the person named on taking out the policy as minding your children or a handicapped person living under your roof and not taking part in the sports program,
- Attending the funeral following death of :
  - your brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law or guardian not taking part in the sports program.
- Serious material damage that absolutely requires your presence and due to burglary, fire, water damage or a weather event suffered by :
  - your main residence or second home,
  - your farm,
  - your business premises.
- Mandatory, unforeseeable and non-postponable notice to attend court (as witness or jury member) received after your departure but for a date during your insured sports program.
- Notice to attend for an organ transplant, received after your departure,
- Notice to attend for a child adoption, received after your departure,

#### AMOUNT OF COVER

- 1. The compensation paid under this policy cannot, under any circumstances, exceed the price of the sports program declared when taking out the policy and up to the limits set out in the Table of Cover Amounts.
- 2. Compensation is calculated from the first day of a hospital stay : it is proportional to the number of non-utilised days of the sports program after deduction of travel tickets, sundry, visa and insurance charges and gratuities.
- For the sports program : compensation will be calculated on the basis of the total price of the insured sports program per person.
- 3. Reimbursement will be made by cheque.

#### **COVER EXCLUSIONS**

In addition to the exclusions applying to all covers and those applying to assistance-repatriation cover, the following are excluded :

- Natural disasters coming within law no.° 82.600 of 13 July 1982.
- Costs incurred without the prior approval of our assistance department.

## WHAT YOU NEED TO DO IF YOU BREAK OFF YOUR SPORTS PROGRAM

• Contact Mutuaide as soon as the loss occurs.

• Once you return, send a request for a form to claim for interruption of a sports program, from ASSURINCO.

## Assurinco / Cabinet Chaubet Courtage 122 bis quai de Tounis 31000 TOULOUSE gestion@ucpa-assistances.fr

You should fill this out and return it with any document that you have been requested to send to prove the reason for the interruption. Furthermore, if the reason for your early return is illness or accidental bodily injury then you should supply our examining doctor with all the information and documents that are necessary to consider the merits of your claim.

#### **REPATRIATION ASSISTANCE**

#### **REPATRIATION ASSISTANCE**

#### **Transportation – repatriation**

Our doctors confer with the local doctor or the hospital that treated you following your illness or accident.

They seek all the necessary information from the local doctor and even from your own regular doctor in order to come to a decision in your best medical interest.

The information obtained will enable us, after decision from our doctors, to initiate, organise and provide funding for - depending solely on medical requirements - either return to your domicile or your transportation, where necessary under medical supervision, to the appropriate hospital near your domicile, using a light medical vehicle, ambulance, wagon-lit, first class rail (couchette or seated), schedule aircraft in economy class or air ambulance.

In certain cases, your safety may dictate initial transportation to a nearby medical facility before a return to a facility near to your domicile can be envisaged.

Solely your medical interest and compliance with current health regulations are taken into consideration when taking a decision on transportation, the choice of vehicle for transportation and the choice of location for any hospitalisation.

Information from local doctors or your own regular doctor may be essential and help us come to the best possible decision.

In this respect it is expressly agreed that the final decision that shall be implemented in your best medical interest lies, as a final resort, with our doctors so as to avoid any conflict between medical authorities.

Furthermore, if you refuse to adhere to the decision that is considered by our doctors to be the most appropriate then you shall expressly hold us harmless from any liability especially in the event of a return by your own means or else in the event of any aggravation of your state of health.

#### Prolongation of the sports program

If you are in hospital and our doctors consider, on the basis of information provided by the local doctors, that this stay in hospital is necessary beyond the initial date for your return then we will pay for accommodation expenses (room and breakfast) and additional expenses (taxi, telephone) incurred by family members or an accompanying person who is a beneficiary, up to the maximum laid down in the Table of Cover Amounts, up to repatriation day.

This benefit is also payable if your state of health does not warrant transportation as defined in Article 1.1 Transportation - repatriation, but for medical reasons sanctioned by our doctors you are unable to commence return to your domicile on the date initially planned. This benefit cannot be claimed in addition to the cover item "BEDSIDE ATTENDANCE"

#### Return of a family member or an insured accompanying person

When we organise your repatriation, we organise this also for your family members or one of the insured persons who was accompanying you so that, where possible, they can travel with you on your return.

- This transportation may be :
- either with you,
- or individually.

We will pay for transportation of those insured persons by 1st class rail or economy class air travel including, where necessary, the taxi fare, on departure, for you to travel from the location of your sports program to the train station or airport and, on arrival, from the train station / airport to your domicile.

This benefit cannot be claimed in addition to the cover item "BEDSIDE ATTENDANCE"

#### Bedside attendance

If no adult family member is with you when you are admitted to hospital at the location where you became ill or your accident occurred and our doctors are of the opinion, based on information provided by the local doctors, that your return cannot take place within 3 days then we will organise and pay for a round trip by 1st class rail or economy class flight for a person of your choosing from your country of origin to enable that person to travel to your bedside.

We also pay for that person's hotel expenses (room and breakfast) up to your repatriation day, subject to the maximum stipulated in the Table of Cover Amounts.

This benefit cannot be claimed in addition to the covers for "RETURN OF A FAMILY MEMBER OR AN INSURED ACCOMPANYING PERSON" OR "PROLONGATION OF A SPORTS PROGRAM".

#### Accompanying of children

When you are ill or injured and find it impossible to look after your children aged under 18 who are taking part in the sports program with you then we will organise and pay for a round trip by 1st class rail or economy class air travel for a person of your choosing or one of our hostesses so they can bring your children back to your domicile or the domicile of a family member of your choosing, in your country of origin. The cost of the children's tickets remains for your account.

## Additional reimbursement of medical expenses (solely those incurred abroad)

Before you leave on your trip abroad, we recommend you carry with you the right forms for the type and duration of your trip and the country to which you will be travelling (there is legislation specific to the European Economic Area). These different forms are issued by the state healthcare organisation of which you are a member (Caisse Primaire d'Assurance Maladie) and enable you to obtain direct coverage of your medical expenses by that organisation.

## Types of medical expenses admissible for additional reimbursement :

Additional reimbursement coverage applies to the expenses listed below, provided these relate to treatment received abroad as a result of illness or injury occurring abroad.

- medical fees,
- cost of medicines prescribed by a doctor or surgeon,
- cost of an ambulance or taxi ordered by a doctor for a local journey abroad,

• hospital charges where you are judged to be untransportable on decision by our doctors after seeking details from a local doctor.

- The additional reimbursement of these hospital charges shall cease from the day we are able to ensure your transportation,
- dental emergency subject to the maximum limit stipulated in the Table of Cover Amounts.

#### Amounts and conditions of admissibility :

We will reimburse you with the amount of medical expenses incurred abroad that is left for your account after reimbursement by Social Security or a provider of additional medical insurance (mutual society or other) up to the maximum limit stipulated in the Table of Cover Amounts depending on the zone.

A deductible, set out in the Table of Cover Amounts, shall apply in all cases per Insured and per event

You (or your next of kin) undertake, for this purpose, on return to your country of origin, to adhere to all the formalities required for the reimbursement of these expenses from the organisations in question and then to forward us the following documents :

- originals of the statements issued by the social insurance and/or medical insurance bodies showing the reimbursements obtained,
- photocopies of the medical bills proving the expenses incurred.

If this is not done then we will not be able to provide reimbursement.

## Advance of hospital charges (solely incurred abroad)

You fall ill or are injured during the sports program : for the time you are in hospital we can advance you the hospital charges up to the maximum limit stipulated in the Table of Cover Amounts.

This cash advance shall be made subject to meeting both the following conditions for :

- treatment prescribed after agreement from our doctors,
- for the time you are judged to be untransportable on decision by our doctors after seeking details from a local doctor.
- No cash advance will be made from the day we are able to transport you even if you decide to stay behind.

In all cases you undertake to reimburse this cash advance at the latest 30 days after receiving our invoice. In order to obtain reimbursement yourself you should then initiate the necessary formalities for recovery of your medical expenses from the organisations concerned. This obligation shall apply even if you have already put in hand the reimbursement procedures set out above.

## PERSONAL ASSISTANCE IN THE EVENT OF ILLNESS OR DEATH

## Transportation and coffin expenses in the event of death of an insured

If an insured dies during a sports program, we will organise and pay for transportation of the deceased to the place of the funeral in the insured's country of origin.

We will pay for the following up to the maximum limit stipulated in the Table of Cover Amounts :

- All those costs that are necessary for the preparation and specific arrangements as well as any funeral costs relating exclusively to transportation, to the exception of all other costs.
- In addition we will share in the costs of a coffin or urn, which you can obtain from the funeral directors of your choice.
- Other costs (particularly the ceremony, local funeral transport, burial) remain for the family's account.

## Return of family members or accompanying persons in the event of death of the insured

If need be, we will organise and pay for the return by 1st class rail or economy class air flight, as well as taxi fares on departure and on arrival, of a person or family member covered under the policy who was participating with the deceased in the sports program so that they can attend the funeral. This assumes that the arrangements originally made for their return cannot be used.

## **Death formalities**

In the event of death of the Insured we can pay for the accommodation expenses (room and breakfast) beyond the original return date and additional expenses (taxi, telephone) for members of your family or persons accompanying the insured, to the maximum limit stipulated in the Table of Cover Amounts until repatriation day.

## Early return following serious illness or hospitalisation of a family member

During your sports program you are told that a family member, a person minding your under-age child or adult handicapped child remaining at home, or your professional replacement has a serious illness requiring medical attention and surveillance or else an unforeseen stay in hospital for a serious condition.

In order for you to be able to travel to the bedside of that person in hospital in your country of origin or else for you to get back to your business, we will organise and pay for your return by 1st class rail or economy air flight, including, where necessary, the taxi fare, on departure, for you to travel from the location of your sports program to the train station or airport and, on arrival, from the train station / airport to your domicile. We reserve the right to invoice you the whole cost of this benefit if you do not provide us, within a maximum of 30 days, with supporting documentation (hospital bulletin, proof of relationship).

For this benefit to apply, the name of the person minding your under-age child or adult handicapped child remaining at home, or the name of your professional replacement must be declared at the time of registering for your sports program.

#### Early return following death of a family member

During your sports program you are told that a family member, a person minding your under-age child or adult handicapped child remaining at home, or your professional replacement has died. In order for you to be able to attend that person's funeral in your country of origin, we will organise and pay for your return by 1st class rail or economy air flight, including, where necessary, the taxi fare, on departure, for you to travel from the location of your sports program to the train station or airport and, on arrival, from the train station / airport to your domicile. We reserve the right to invoice you the whole cost of this benefit if you do not provide us, within a maximum of 30 days, with supporting documentation (death certificate, proof of relationship).

For this benefit to apply, the name of the person minding your under-age child or adult handicapped child remaining at home, or the name of your professional replacement must be declared at the time of registering for your sports program.

#### DISCOVERY ASSISTANCE

#### Search and first aid expenses

If a search is mounted in any location whatsoever to find a policy beneficiary who is lost :

We will pay for the search expenses falling on the beneficiary relating to action taken by public or private services or duly certified professional lifeguards up to €10,000 (including taxes) when these costs are not covered by an insurance policy.

## Evacuation expenses

We will pay for evacuation expenses falling on the beneficiary up to a limit of €20,000 (including taxes).

#### Such expenses will only be paid if the assistance services are informed within 24 hours of the operation, except for force majeure.

## SNOW AND MOUNTAIN ASSISTANCE

## Search and first aid expenses

If a search is mounted in any location whatsoever to find a policy beneficiary who is lost :

We will pay for the search expenses falling on the beneficiary relating to action taken by public or private services or duly certified professional mountaineering lifeguards up to

€10,000 (including taxes) when these costs are not covered by an insurance policy.

Such expenses will only be paid if the assistance services are informed within 24 hours of the operation, except for force majeure.

#### First aid expenses on ski piste

An Insured suffers a skiing accident on an open and marked piste or off-piste. We will pay for the cost of the downhill sleigh ride from the scene of the accident to the bottom of the piste or to the first aid station nearest to the place of the accident. If the life saving services are unable to reach the scene of the accident then we will also pay for helicopter expenses or any other means of transport.

For sports programs in France payment will be made up to the actual costs incurred and up to €7,650 (including taxes) for sports programs abroad.

These costs are admissible so long as MUTUAIDE ASSISTANCE is informed before the end of the sports program at the ski resort and/or within 48 hours after call-out of the emergency services.

#### Reimbursement of "ski lift pass"

If a skiing accident prevents you from skiing then we will reimburse you your "ski lift pass" starting from the day of the accident and up to the limit stipulated in the Table of Cover Amounts. Cover only applies to ski lift passes of over **3 days**.

Compensation will only be paid on production of the original "ski lift pass" (or proof of purchase), together with proof that these were totally or partially unused.

#### Ambulance expenses

If the Insured is taken to hospital by ambulance then we undertake to pay the ambulance costs directly to the transporter if no medical transport was available.

#### Expenses for return to resort

If the Insured is transported to a hospital and admittance is not judged to be necessary then, if there is no medical transportation available, we will pay for transportation.

We will also organise delivery of medication. The costs of any medication remain for the Insured's account. Cover applies in France subject to local availabilities.

## VEHICULE ASSISTANCE

## **Troubleshooting / Towing Expenses**

The vehicle is immobilized following a guaranteed event. We organise and take care, up to 200 € for the vehicle:

- the removal of the repairer if the vehicle can be repaired at the place of the event, and if necessary,
- towing to the dealer or garage closest to place of immobilization.

For troubleshooting or towing on motorways, expressways, these charges may be reimbursed subject to a phone call within 48 hours of the event and upon presentation of the original invoice paid.

#### Loan of a rental car (only in metropolitan france)

During the period of the repairs of the vehicle, following a breakdown or an accident, we organize and take care of the provision of a replacement vehicle, equivalent class, unlimited mileage, depending on local availability, for a maximum of 7 days.

The replacement vehicle must be picked up and returned by the driver in the same station.

The provision can only be made within the limits of local availability and according to the general conditions of the rental company, in particular taking into account the rules governing the international rental vehicles. The minimum age required to qualify for this guarantee is 21 years old.

The Beneficiary must have a driver's license for more than one year. The costs of fuel, insurance and tolls remain at charge of the Beneficiary.

#### **EXCLUSIONS TO VEHICULE ASSISTANCE**

The following are excluded :

- 1. Journeys made on board a vehicule which is not guaranteed,
- 2. The consequences of damage to vehicles during shipping transports,
- 3. Sending spare parts not available in wholesalers and dealers in France, or in the event of manufacturing abandonment by the manufacturer,
- 4. The cost of spare parts,
- 5. The costs of repairs,
- 6. Customs fees, fines,
- 7. The cost of fuel, insurance and tolls in connection with the provision of a replacement vehicle,
- 8. The consequences of a mechanical failure affecting a vehicle whose defect of maintenance is manifest or which is affected by a known mechanical failure at the time of departure,
- 9. The puncture, the fuel outage, the fuel error, the loss of keys,
- 10. Benefits that have not been arranged by us or with our agreement, do not give right, a posteriori, to reimbursement or compensation.

#### **REPLACEMENT DRIVER**

The state of health of the driver of the vehicle does not allow him to continue driving the vehicle following a guaranteed event or the Beneficiary has died.

If no person on the spot is authorized to drive the vehicle, we organize and support a one-way ticket to allow a person designated by the Insured to pick up the vehicle at the place of immobilization.

If the Beneficiary or any person in his entourage can not move to pick up the vehicle we organize and take in charge the provision of a replacement driver to pick up the vehicle and bring it home by the most direct route.

Only travel expenses and driver's salary are covered for a maximum of 3 days.

The driver intervenes according to the regulations applicable to his profession.

If the Beneficiary's vehicle is more than 8 years old or more than 150 000 km or if its condition does not conform to the standards defined by the French Driving Code, Mutuaide Assistance will have to be informed and will reserve then the right not to send a driver. In this case and in replacement of the provision of a driver, Mutuaide Assistance provides and take in charge a 2nd class train ticket or tourist class plane to pick up the vehicle.

Ancillary costs such as catering, hotel, fuel, tolls and parking for the return of the vehicle remain at the charge of the Beneficiary or his beneficiaries.

## UNFORESEEN EVENTS ASSISTANCE

## Assistance in the event of theft, loss or destruction of papers or payment media

You lose your papers or they are stolen during your sports program. From Monday to Saturday, 8 : 00am to 7 : 30pm (French time) except Sundays and bank holidays, just simply ring our "information" service and we will explain to you the steps you need to take (making a complaint, getting new papers, etc.).

This information is deemed to be documentary information within the meaning of article 66.1 of the law of 31 December 1971 (amended). It can in no way be deemed to be legal consultation. Depending on the circumstances we will guide you in the direction of the organisations or professional people who can help you. We cannot in any way be held liable either for the interpretation nor the use you make of the information given. In the event of theft or loss of your payment media (credit card(s), cheque book(s),etc.), we will send you a cash advance up to the limit **stipulated in the Table of Cover Amounts** in exchange for the deposit of the same amount by a third party and after agreement from the issuer of the payment media. This is to enable you to pay for basic necessities and is subject to production of certification of the theft or loss from the local authorities.

## LEGAL ASSISTANCE

## Bail bond (abroad only)

If you are the subject of legal action following a traffic accident (to the exclusion of any other cause), we will pay for lawyers' fees at that location up to the maximum limit stipulated in the Table of Cover Amounts, provided what is alleged is not subject, in that country's legislation, to criminal penalties.

This benefit does not extend to legal action taken in your country of origin following a traffic accident occurring abroad.

#### Payment for lawyers' fees (abroad only)

If you are the subject of legal action following a traffic accident (to the exclusion of any other cause), we will pay for lawyers' fees at that location up to the **maximum limit stipulated in the Table of Cover Amounts**, provided what is alleged is not subject, in that country's legislation, to criminal penalties.

This benefit does not extend to legal action taken in your country of origin following a traffic accident occurring abroad.

Any allegations that relate to any business activity shall render this cover inoperative.

#### ADDITIONAL PERSONAL ASSISTANCE FOLLOWING MEDICAL REPATRIATION

If, during your sports program, you fall ill or have an accident which results in a stay in hospital of more than 48 hours and repatriation then we will make available additional services and benefits to you, on condition you request these within fifteen days after return to your domicile. These services are offered only in France and operate from Monday to Saturday (except bank holidays) from 8am to 7pm, provided we are contacted before 7pm the evening before and subject to local availabilities. We offer the following services :

#### Nursing attendance

If you are ill then on your return to your domicile we will commission and pay for sending in nursing attendance to your bedside up to the limit set out in the **Table of Cover Amounts**.

The person providing nursing attendance cannot substitute for medical professionals such as a registered nurse or doctor in providing treatment.

#### **Delivery of medication**

If you are unable to go out and buy essential medicines that have been prescribed then :

- once you have sent us the prescription we will do all we can to find, buy and bring that medication to your domicile, provided it is available at the chemists',
- we will advance the cost of that medication and you will reimburse us when we bring it to you. We will pay for a delivery service.

## Delivery of meals and household shopping

If you are not able to leave your domicile :

- we will organise and pay for the delivery of your household shopping, as far as is locally possible, for the duration stipulated in the Table of Cover Amounts, for a maximum of one delivery per week.
- we will organise and pay for, as far as is locally possible, the costs of bringing you meals with a maximum of four meals per claim.

#### Home help

If you are unable to do your usual housework yourself we will look for, commission and pay for a home help up to the maximum duration stipulated in the **Table of Cover Amounts** spread over 4 weeks.

#### Childminder

If you have children under 16 living at your domicile :

- either, we will organise and pay for a child minder at your domicile between 7am and 7pm, as far as is locally possible up to the maximum duration stipulated in the **Table of Cover Amounts**.
- The person in charge of minding your children, can drive them to school or kindergarten and go back to fetch them, if no family member can do it.
- or, we will send one of your family members living in metropolitan France, a round trip ticket (train or plane) so they can travel to your domicile to mind them;
- or , we will send your children a round trip ticket (train or plane) so they can travel to one of your family members living in metropolitan France.

They will be accompanied by a hostess sent by us.

#### Help with schooling for your child under 18

If, as a result of accident or illness, your child under 18 is immobilised for a period over 15 consecutive days thereby keeping him/her from going to school for the same period then we will organise and pay for, as far as is locally possible, private lessons with a tutor for the duration set down in the **Table of Cover Amounts**.

Our cover applies from the first day of immobilisation during the current school year, for children in first or second grade (1st or 2nd cycle of the French system).

## **EXCLUSIONS**

Besides the exclusions common to all parts of the policy, the following are also excluded :

- 1. the consequences of civil or foreign warfare, riot and civil commotion or acts of terrorism,
- 2. the consequences of harmful acts, suicide or attempted suicide,
- 3. pre-existing conditions that have been diagnosed and/or treated and have led to a stay in hospital within the 6 months preceding the request for assistance and where it was foreseeable that they could get worse,
- 4. the consequences of infectious situations during an epidemic, exposure to infectious biological agents, exposure to chemicals such as poison gas, exposure to incapacitating agents, exposure to nerve agents, or agents with persistent neuro-toxic effects, which are subject to quarantine or preventive measures or specific monitoring by international health authorities and / or local health authorities of the country where you participate in the sports program, and / or national authorities of your country of origin.
- 5. any costs incurred without our consent or not expressly provided for in these general Policy Conditions,
- 6. any costs not backed up by original documents,
- 7. losses occurring in countries excluded from cover or outside of the validity dates of this policy and, especially, beyond the planned duration of the trip abroad,
- 8. trips undertaken for the purposes of diagnosis and/or medical treatment or plastic surgery,
- 9. the organisation and payment of transportation defined in the chapter "Transportation" for non-serious conditions that can be treated at the location and which do not prevent you from continuing your trip or your sports program,
- 10. requests for assistance related to assisted reproductive technology or abortion,
- 11. incidents related to pregnancy where the risk was known before departure and its consequences (including childbirth) and, in all cases, incidents due to pregnancy beyond the 28th week and its consequences (including childbirth),
- 12. medical equipment and prostheses (dental, hearing, medical)
- 13. thermal cures and contingent expenses,
- 14. medical expenses incurred in your country of origin,
- 15. scheduled hospitalisation
- 16. optical expenses (glasses and contact lenses for example),
- 17. vaccines and the costs of vaccination,
- 18. routine visits to the doctor and related costs,
- **19.** "comfort" surgery as well as any consequences,
- 20. a stay in a convalescent home and related expenses,
- 21. re-education, physiotherapy, chiropractics and related costs,
- 22. medical or para-medical services or the purchase of products whose therapeutic effects are not recognised by French legislation and related costs,
- 23. costs relating to excess baggage on a flight or the costs of transporting baggage when they cannot by conveyed with you,
- 24. cancellation costs of your sports program,
- 25. restaurant expenses,
- 26. customs dues.

#### POLICY ADMINISTRATION

## INCEPTION AND DURATION OF COVER

The duration of all cover items corresponds to the dates of the sports program indicated on the registration confirmation with a maximum duration of 90 consecutive days.

If no return date is mentioned then the policy shall cease without further ado 90 consecutive days after the departure date mentioned on the registration confirmation.

• For cancellation :

This cover must be taken out on the same day as you register for the insured sports program and at the latest before the scale of cancellation charges in the UCPA general booking conditions begins to apply.

Cover takes effect at midday on the day following payment of the premium and ceases as soon as the sports program begins. It does not aggregate with any of the other cover items.

<u>Repatriation assistance</u>:

This cover must be taken out and registered with UCPA before the start of the sports program to be insured. The period of validity corresponds to the dates of the sports program indicated on the registration confirmation with a maximum duration of 90 consecutive days.

All other risks :

must be registered with UCPA before the start of the sports program to be insured. Our cover only operates when your place of departure and return is located in Europe. Cover takes effect at 0 : 00 hours on the departure date set out on the UCPA documents and, at the earliest, midday on the day following the day the premium is paid and ceases at 24 : 00 hours on the return date indicated on the UCPA registration confirmation.

#### **OTHER INSURANCES**

In compliance with article 121.4 of the Insurance Code you must declare to us any other insurance taken out on the same risk. In the event of a loss you may address your claim to the insurer of your choice.

#### LIMITATIONS APPLYING IN CASES OF FORCE MAJEURE OR SIMILAR EVENTS

We cannot be held liable for failing to provide service when this is a result of the following :

- force majeure or events such as civil or foreign warfare, obvious political instability, riot or civil commotion, acts of terrorism or reprisals, restrictions on the free movement of people or goods, strikes, explosion, natural disaster, nuclear fall-out nor any delay in providing services for the same reasons,
- delay and/or impossibility to obtain administrative documents such as entry or exit visas, passports, etc., that are necessary for travel within
  or outside the country in which you find yourself or on entry into the country to be admitted to hospital on the recommendation of our
  doctors nor any delay in providing services for the same reasons,
- having to make use of local public services or operators in compliance with local and/or international regulations nor any delay in providing services for the same reasons,
- non availability of air transport nor any delay in providing services for the same reasons.

## **EXCLUSIONS APPLYING TO ALL RISKS :**

- civil or foreign warfare, riot, strikes, civil commotion, terrorist acts,
- hostage taking, handling of arms,
- weather events, earthquake, volcanic eruption, tsunami, flooding or natural disaster except events coming within law no. °86-600 of 13 July 1986 relating to compensation to victims of natural disasters,
- the insured's voluntary participation in riots, strikes, brawls or similar,
- the disintegration of the atom or any other radiation emitted by an energy source that is radioactive,
- the use of medicines, drugs or narcotics or similar substances, not prescribed medically and the excessive consumption of alcohol,
- any wilful act on your part or harmful act, suicide or attempted suicide that could trigger cover under the policy,
- absence of hazard,
- losses occurring in countries excluded from cover or outside of the validity dates of this policy and, especially, beyond the planned duration
  of your sports program,
- events occurring between the date you reserved your sports program and the date you take out this policy and any consequences thereof.

#### EXPERT LOSS APPRAISAL

If the amount of the loss cannot be determined satisfactorily by the parties then it shall be the subject of amicable expert appraisal, without prejudice to our respective rights.

Each party shall appoint its expert. If the experts cannot reach agreement then they shall call in a 3rd and all three shall cooperate together on a majority vote basis.

If one party fails to appoint its expert or the 2 experts fail to agree on the selection of a 3rd then the appointment shall be made by the President of the regional court (Tribunal de Grande Instance) at the place where the loss took place. The appointment of an expert is made by sending a simple request signed by one of us. The party that has not signed is then invited to attend by registered letter.

Each party shall pay the costs and fees of their expert and, where applicable, half of those of the third one.

#### SUBROGATION

After we have paid out compensation we are subrogated to any rights and remedies you may have against the third party liable for the loss, as laid down in article L121-12 of the Insurance Code.

Our right of subrogation is limited to the amount of compensation we have paid you or the benefits provided.

If the benefits provided under this agreement are covered in part or in whole by an insurance policy taken out with another company or institution then we are subrogated to the rights and remedies that the Insured has against that company or institution.

#### **PAYMENT OF LOSSES**

Payment will be made within 10 days of agreement between us or an enforceable legal decision.

#### WHEN DO CLAIMS BECOME TIME BARRED?

Under articles L 114-1 and L 114-2 of the Insurance Code any action arising out of this policy shall be time barred 2 years after the loss that gave rise to that action.

However this period shall only run :

- in the event of non-disclosure, omission, false or inexact declaration, from the day *Mutuaide* becomes aware of this;
- in the event of a loss, from the day those concerned become aware of the loss, if they can prove that they had no knowledge of it before.
- The time bar period can be interrupted by :
- the appointment of experts,
  - the sending of a registered letter with return receipt by *Mutuaide* for non payment of premium and the Policyholder for settlement of a claim,
- the petitioning of a court,
- any other normal reason for suspending the time bar period.

## 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 01.48.82.62.00 or by writing to <u>medical@mutuaide.fr for the Assistance guarantees listed below :</u>

- Repatriation assistance
- Discovery assistance
- Snow and mountain assistance
- Vehicule assistance
- Unforseen events assistance

- Legal assistance
- Additional personel assistance

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) :

La Médiation de l'Assurance

## 75441 Paris Cedex 09

2. In case of disagreement or discontent regarding application of your contract, we invite you to send your complaint to ASSURINCO by calling 05.34.45.31.50 or by writing to <u>sinistre@assurinco.com for the Insurance guarantees listed below :</u>

- Cancellation
- Missed airplane or train
- Luggage
- Interruption of a sports program

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) :

## La Médiation de l'Assurance TSA 50110

## 75441 Paris Cedex 09

3. In case of difficulty with application of the Individual Accident guarantee, the Subscriber or Insured may send his complaint to :

TOKIO MARINE EUROPE INSURANCE LIMITED

6-8 boulevard HAUSSMANN -5009 PARIS

**Tel**: 01 53 29 30 00 / **Fax**: 01 42 97 43 87

Or reclamations@tokiomarine.fr

The Insurer confirms receipt of the complaint within a period not to exceed 10 business days following receipt of it, unless the response is provided to the customer within this timeframe. It sends the response to the insured within a period not to exceed two months following the date of receipt. Lastly, if your disagreement persists after the response given, you will be able to refer the matter to the mediator of the Fédération Française des Sociétés d'Assurance, provided that no court action has been initiated :

LE MEDIATEUR DE LA FFSA BP290 - 75125 PARIS CEDEX 09

## REGULATOR

The authority responsible for regulation of MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 61 rue Taitbout – 75009 Paris. The authority responsible for regulation of TOKIO MARINE EUROPE INSURANCE LIMITED is the Financial Services Authority, located at 25 The North Colonnade - Canary Wharf – London E14 5HS – ENGLAND, in conformity with the Insurance Code (Article L. 112-4).

## LAW ON INFORMATION SYSTEMS AND FREEDOMS

Within the framework of quality control for the services rendered, telephone conversations between the beneficiaries and the services of the Insurer 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 the Insurer, 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.

The Insurer 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 and TOKIO MARINE EUROPE INSURANCE LIMITED : 6-8 boulevard HAUSSMANN75009 PARIS

## 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** <u>and</u> **no guarantee have been implemented.** To contact ASSURINCO.

ASSURINCO

122 bis Quai de Tounis - BP 90932 - 31009 TOULOUSE Cedex **Tel.**: 05 34 45 31 51 / **Fax**: 05 61 12 23 08 / **Email**: <u>sinistre@assurinco.com</u>

**OUR ADDRESS** 

Mutuaide 8-14 avenue des Frères Lumières 94368 BRY SUR MARNE

ASSURINCO / Cabinet Chaubet Courtage 122 bis quai de Tounis - 31000 TOULOUSE Tel. : 05 34 45 31 50 / Fax : 05 61 12 23 08

Any dispute that may arise with *Mutuaide* or ASSURINCO arising out of this policy shall be heard exclusively by the appropriate French courts and any notifications should be addressed to the addresses indicated above.