

Information Notice serving as the General Terms and Conditions of Policy No. 303 400

Dear Customer,

Based on the type of service you are purchasing and the information you have supplied to us, we would like to recommend that you take out this insurance policy. The policy consists of the General Terms and Conditions as shown below, together with the sales contract for the insured service which is given to you when you take out the policy.

Before you take out this insurance policy, please read both this Information Notice and the General Terms and Conditions carefully. These documents specify your rights and obligations and those of the Insurer and answer any questions you may have.

Who is the Insurer?

AGA INTERNATIONAL - Tour Gallieni II – 36, avenue du Général de Gaulle - 93175 Bagnolet Cedex

What are the conditions that apply to this policy?

You must be resident in Europe.

What is the effective date and term of your policy?

Cover is valid for ski equipment hired from Intersport.

The policy is valid from the date when the equipment hire is booked with Intersport, which is the firm with which this policy is taken out. Cover is valid under the terms and conditions stated in the "Administrative Provisions" section.

What is covered by this policy?

- The types of insurance are described below. Your selected cover is as stated on your sales contract for the insured service and for which you have paid the corresponding premium.
- Please refer to the Table of Cover, which gives you the amounts and insurer's responsibility limits as well as the excess that applies to each type of cover. This table is supplemented by the list of general exclusions and the specific exclusions that apply to each type of cover.

The policy has been drawn up in French and is subject to French law.

Important points to note

- In order to avoid multiple insurance cover, please check that you do not already have a policy that covers any risk included in this policy.
- You may or may not have a right to a cooling-off period after taking out this insurance policy. The terms and conditions and the procedures for exercising the cooling-off right are set out in the "Administrative Provisions" section of the General Terms and Conditions in Article 3 "Cooling-off period".
- Service quality and customer service are very important to us. However, if you are not entirely satisfied with our service, you may contact us as set out in the "Administrative Provisions" section of the General Terms and Conditions in Article 12 "Complaints handling procedures".

Needing urgent medical help

► **Contact us (24/24)**
On 00 33 (0)1 42 99 02 02

► Please tell us:
Your policy No.
Who needs help?
Where? Why?
Who is looking after the sick person?
How, when and where can we contact them?

Compensation claim

► To register your claim immediately
go to the website:

<https://indemnisation.mondial-assistance.fr>

► If you do not have access to the internet,
contact us (Metropolitan France time zone):
on 00 33 (0)1 42 99 03 95
from 9 am to 6 pm, Monday to Friday

The cover provided by your policy, **with the exception of assistance cover**, is governed by the French Insurance Code.

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DEFINITIONS COMMON TO ALL TYPES OF COVER

Terms which start with a capital letter in this policy are either defined in this section or at the start of the section describing each type of cover.

ACCIDENT: any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

INSURED: the person(s) who is/are mentioned in the sales contract for the insured service, provided that their Domicile is in Europe.

INSURER: AGA INTERNATIONAL, hereinafter referred to by its trade name of Mondial Assistance, which is the Insurer with which this insurance policy has been taken out.

ESTABLISHED PARTNERS: two people who are not married and have not signed a civil partnership agreement but can prove that they live together (partnership certificate or failing this, housing tax, electricity, gas, water, or insurance bill, rent payment receipt, etc.) and that they have been living under the same roof from the date at which this policy was taken out, until the date of the Covered event.

DEPARTURE: the day and time at which the reserved, insured services are scheduled to start.

PROPERTY DAMAGE: any damage to, loss or accidental destruction of an item, and also any harm suffered by a pet.

DOMICILE/HOME: place of usual residence in Europe, which determines the exercise of the Insured's civil rights.

FOREIGN/ABROAD: all countries **except the country in which the Insured is domiciled. Countries listed as Countries Not Covered are also excluded from this definition.**

EUROPE: the territories of the Member States of the European Union, located geographically in Europe, and the following territories and countries: Guadeloupe, Guyana, Martinique, Réunion, Liechtenstein, the Principalities of Monaco and Andorra, San Marino, Switzerland, Vatican City.

The Azores, Canaries and Madeira are not included within this definition.

COVERED EVENT: any event that gives entitlement to cover and which is stated in each type of cover in this policy.

FRANCE: Metropolitan France (including Corsica), Guadeloupe, Guyana, Martinique, Réunion.

METROPOLITAN FRANCE: European territory of France (including the islands in the Atlantic Ocean, the English Channel and the Mediterranean) **but excluding all the French Overseas areas (departments, regions, communities, territories and countries).**

EXCESS: the share in the damage payable by the Insured when the claim is settled. Excess amounts in respect of each type of cover are specified in the Table of Cover.

OFF-PISTE SLIDING: practising a sliding snow sport in unmarked areas that are uncontrolled, or not prepared by the winter sports resort's safety services.

CIVIL WAR: an armed struggle, within the same State, in which different groups that are identifiable by their ethnic, religious, community or ideological origins are in conflict with each other or when at least one of these groups is in conflict with the regular armed forces of that State.

FOREIGN WAR: a declared or undeclared armed engagement between one State and one or more other States or an irregular, external armed force and motivated primarily by a geographical, political, economic, racial, religious or environmental dispute.

LIMIT PER COVERED EVENT: maximum amount of cover for a single event giving rise to claims, irrespective of the number of Insured persons under this policy.

DISPUTE: a conflict situation in which the Insured is opposed to a Third Party resulting in the application of a right, resistance to a claim or a defence before any court.

ILLNESS: any alteration to a person's state of health, as diagnosed by a Doctor.

DOCTOR: any person who holds a qualification as a medical doctor that is legally recognised in the country in which he/she usually carries out their professional activity.

APPROVED ORGANISATION OR INTERMEDIARY: travel professionals, transport professionals, or the distributor of the insured service.

COUNTRIES NOT COVERED: countries under international financial sanctions as decided on by the European Union and/or the United Nations. The up-to-date list of all Countries Not Covered can be found at the Mondial Assistance website on the following page: www.mondial-assistance.fr/content/159/fr/pays-exclus.

INSURANCE PERIOD: period of validity of this policy.

TIME LIMITATION: period beyond which any claim or action is time-barred.

INTERVENTION LIMIT: the time period, amount or minimum percentage, which is the threshold for the Insurer's responsibility or the point at which cover takes effect.

POLICYHOLDER: the signatory of the sales contract for the insured service, who thereby undertakes to pay the corresponding insurance premium.

SUBROGATION: the process by which the Insurer replaces the Insured in respect of his/her rights against any party liable for his/her damage, in order to obtain repayment of the sums the Insurer has paid to the Insured following a Covered event.

THIRD PARTY: any natural person or legal entity, except the Insured.

TERRITORY OF THE POLICY

The cover provided by your policy is valid for all ski equipment hire bookings made with Intersport at French ski resorts.

TABLE OF COVER

COVERED EVENTS	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
CANCELLATION OR AMENDMENT		
<ul style="list-style-type: none"> • As a result of the occurrence of a Covered event (except those stated below) 	Reimbursement of cancellation charges in accordance with the scale below: 100% of the amounts paid for a ski equipment booking, up to a limit of €600 per claim file	None
<ul style="list-style-type: none"> • As a result of the employer cancelling holidays or changing the holiday date 		Excess per claim file: 25% of the insured cancellation charges amount.
TRAVEL ASSISTANCE		
ASSISTANCE DURING THE TRIP		
<ul style="list-style-type: none"> • Repatriation Assistance - organising and paying the cost for the Insured to return Home or for the Insured to be transported to a hospital 	Actual costs	None
<ul style="list-style-type: none"> • Assistance to minor children of the Insured who are under his/her care or his/her adult disabled children - organising and paying the cost for the Insured's minor children under his/her care or the Insured's adult disabled children to return Home if the Insured is repatriated 	Actual costs	
<ul style="list-style-type: none"> • Search and/or rescue costs - Search costs - Rescue costs 	Up to the following limits: - Per insured person and per Insurance period: €15,000 - per insured person and per Insurance period: €15,000	
<ul style="list-style-type: none"> • Emergency hospitalisation expenses Abroad (*) - the Insured is a member of a basic health insurance scheme: · direct payment, subject to the Insured reimbursing the sums received from the health scheme organisation - the Insured is not a member of a basic health insurance scheme: · Advance (*) There is no cumulation of the maximum amounts stated in cover for "Emergency hospitalisation costs when Abroad" and cover for "Emergency medical expenses, paid Abroad by the Insured (including Emergency dental treatment costs)". 	Up to the following limits, per insured person and per Insurance period: - €15,000 - €15,000	

COVERED EVENTS	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
TRAVEL ASSISTANCE (continued)		
ASSISTANCE DURING THE TRIP		
<ul style="list-style-type: none"> • Emergency medical expenses paid by the Insured when Abroad (*) <ul style="list-style-type: none"> - reimbursement of Emergency medical expenses for which the Insured is responsible (except for Emergency dental treatment costs) - reimbursement of Emergency dental treatment costs for which the Insured is responsible <p>(*) There is no cumulation of the maximum amounts stated in cover for "Emergency medical costs paid by the Insured when Abroad (including Emergency dental treatment costs)" and cover for "Emergency hospitalisation costs when Abroad".</p>	Up to the following limits, per Insured person and per Insurance period: <ul style="list-style-type: none"> - €15,000 - €300 	Excess per insurance period: €46
<ul style="list-style-type: none"> • Assistance in the event of the death of the Insured <ul style="list-style-type: none"> - transporting the body - Funeral costs - additional costs for the transport of the insured members of the family or an insured person 	Actual costs Up to a limit, per insured person, of €1,525 Actual costs	None
<ul style="list-style-type: none"> • Providing a driver to return the Insured's vehicle 	Driver's salary and travel expenses	None
CURTAILMENT OF A SNOW SPORTS ACTIVITY		
<ul style="list-style-type: none"> • Curtailment of a Snow sports activity 	Payment of compensation equal to the cost of the unused "Snow sports activity" days, for ski passes, lessons and ski equipment hire, up to a limit of €300 per insured person and per Covered event.	None

GENERAL EXCLUSIONS

In addition to the specific exclusions stated for each type of cover, and any exclusions stated in the Definitions section, we never insure the consequences of the following circumstances and events:

1. damage of any kind that is intentionally caused or provoked by the Insured or with his/her complicity, or which arises from the Insured's wilful misconduct or fraudulent fault (Article L113-1 Paragraph 2 of the French Insurance Code) except in a case of self-defence or assistance to a person in danger;
2. criminal proceedings against the Insured;
3. suicide or attempted suicide of the Insured person;
4. damage resulting from the insured's consumption of alcohol and/or the Insured's absorption of medicines, drugs or narcotics, that have not been medically prescribed;
5. unless stated otherwise in the policy cover, damage resulting from Civil war or Foreign war, acts of terrorism, riots, popular movements, coups d'état, hostage taking, strikes;
6. civil or military application of nuclear reactions, which means altering the structure of the atomic nucleus, transportation and treatment of radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction occurring at a site carrying out alterations to the structure of the atomic nucleus;
7. events for which liability may fall either on your Trip organiser by application of Title 1 of Law No. 2009-888 of 22 July 2009 on the development and modernisation of tourism services, or on the carrier, unless stated otherwise in the policy;
8. the Insured's failure to comply with the safety rules imposed by the carrier or with any regulation issued by the local authorities;
9. the Insured's failure to comply with any bans imposed by local authorities;
10. restriction on the free movement of persons or property, airport closure, border closures,

In addition, the following exclusions also apply:

11. any travel to or from countries subject to international financial sanctions decided on by the European Union and/or the United Nations or any event that occurs in one of these countries or the consequences thereof;
12. damage that occurred before this policy was taken out;

13. the consequences:

- of infectious risk situations in an epidemic scenario,
- exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, radioactive agents or to neurotoxic agents or agents with residual neurotoxic effects, requiring a quarantine period or specific preventive or monitoring measures or recommendations by the international health authorities or the local health authorities,
- regarding natural and/or human pollution.

POLICY COVER**CANCELLATION or AMENDMENT****DEFINITIONS SPECIFIC TO THIS TYPE OF COVER**

CANCELLATION: the Insured's firm and definitive withdrawal from all of the insured services as declared to the Approved Organisation or Intermediary.

CHECKING OF CHANGED STATUS: a further medical consultation and/or performance of additional medical tests.

SERVICE CHARGES: fees charged when booking air travel and billed by the Approved Organisation or Intermediary.

AMENDMENT: postponement by the Insured of the dates of the insured service provided that such postponement is made before Departure and concerns at least the date of the Outward journey.

Definitions of terms that are common to all types of cover are contained in the "Common Definitions for all types of cover" section, at the start of this policy.

1. PURPOSE OF THE COVER

When the Insured cancels the ski equipment booking, the Approved Organisation or Intermediary may hold the Insured responsible for all or part of the cost of the booking; this is described as "cancellation or amendment" fees, and these fees increase as the start date of the covered service becomes closer. These fees are calculated using the scale contained in the Table of Cover.

The Insurer will reimburse the Insured for the cost of the levied cancellation or amendment fees, subject to deduction of the Excess amount as stated in the Table of Cover.

2. EVENTS COVERED IN RELATION TO A CANCELLATION OR AMENDMENT

Cancellation or Amendment must take place after the insurance has been taken out, must be the result of one of the following Covered events, which absolutely prevents the Departure of the Insured person:

• Medical events:**1.1. An illness, included a pregnancy-related condition, a Bodily accident, and the results, after-effects, complications or deterioration of an illness diagnosed or a Bodily accident that took place before the booking for the insured service was made,**

and which necessitates:

- either, hospitalisation from the day of the Cancellation/Amendment until the original planned Departure date,
- or,
 - the Insured to cease all professional activity, or to stay at home if they are not working, from the day of the Cancellation/Amendment until the original planned Departure date,
- and**
 - a medical consultation, and treatment with medicines from the day of the Cancellation/Amendment or the performance of medical tests prescribed by a Doctor,

and in all cases, these acts being paid for by one of the health insurance bodies of which the Insured is a member,

and occurring to:

- the Insured himself/herself, his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement, his/her direct line ascendant or descendant, or those of his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement,
- his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian and any person placed under his/her guardianship,

• Family events:**1.2. The death of:**

- the Insured himself/herself, his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement, his/her direct line ascendant or descendant, or those of his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement,

- his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian and any person placed under his/her guardianship,

provided that the deceased person's domicile is not the destination location of the insured service.

- **Professional or study-related events:**

- 1.3. The Insured's unforeseen, mandatory summons to appear in court, as a witness or for jury service, or a study-related resit examination, none of which can be postponed.
- 1.4. **Redundancy of the Insured or of his/her spouse, Established partner or civil partner under a P.A.C.S. agreement**, provided that the corresponding invitation to the individual appointment was not received before the date on which the booking was made for the insured service.
- 1.5. **Obtaining a salaried position or paid work placement**, taking effect before or during the dates of the insured service when the Insured had been registered as a jobseeker.
Cover is also valid when the Insured already has a job under a specified term contract at the time when the insured service is booked, provided that this contract is:
- changed to an indefinite duration contract, or
 - is renewed on the day after the contract termination date for a minimum period of three (3) consecutive months.
- 1.6. **Cancellation or change to the Insured person's paid holidays, imposed by their employer, and which the employer had granted prior to the insured service being booked by the Insured.** This cover is provided for salaried employees, **but it excludes any person who does not require approval from a line manager to apply for, change and/or cancel their holiday dates (e.g. company executives, a company's legal managers and representatives, etc.).**

Compensation is paid after deduction of the specific Excess amount stated in the Table of Cover.

This Excess also applies to those persons who booked the insured service at the same time as the Insured who cancelled or changed the insured service.

This cover does not apply if the Policyholder of this policy is the company which has changed the holidays.

- **Property events:**

- 1.7. **Serious Property damage resulting from:**
- a burglary with a Break-in,
 - a fire,
 - water damage,
 - a climate, meteorological or natural event, but excluding Natural disasters,
- that directly affects the following real property:
- the Insured's main or secondary residence,
- and which requires him/her to be present at that location on a date during the period of the insured service to carry out administrative actions relating to the damage or repairs to the damaged real property.
- 1.8. **Serious damage to the Insured's vehicle requiring assistance from a professional and occurring within forty-eight (48) hours prior to his/her Departure**, provided that the vehicle is unable to be used for transport to the end destination.

- **Other events:**

- 1.9. **The Insured being called for an organ transplant during the period of the Trip/of the insured service.**
- 1.10. **Lack of snow coverage or too much snow coverage in the five (5) days prior to the Insured's Departure**, occurring:
- in ski resorts located at an altitude over 1,500 metres and;
 - between the 3rd Saturday in December and the 2nd Saturday in April and resulting in the closure:
 - in the ski resort of the trip, of at least 2/3 of the ski lifts which are usually operating,
 - for at least two (2) consecutive days.
- 1.11. **Cancellation or Amendment by insured travel companions remaining alone or with just two people travelling as a result of the covered Cancellation/Amendment by one of the Insured persons**, provided that all of them are insured under this policy and their names are shown on the same booking form for the insured service.

However, all insured persons who form part of the same home for tax purposes or who can prove that they have a direct line relationship are insured under the "Cancellation or Amendment" cover.

3. COVER AMOUNT

The Insurer will refund the amount of cancellation or amendment fees levied by the Approved Organisation or Intermediary providing the ski equipment hire, up to the limits stated in the Table of Cover.

The levied cancellation or amendment fees are reimbursed up to the limits set in the Table of Cover, but shall not however exceed the per claim and per event limits.

The Insurer's compensation amount is limited to the fee amount that would have been charged to the Insured if the Insured had notified the Approved Organisation or Intermediary on the day on which the Covered event occurred.

Compensation paid by the Insurer, shall under no circumstances exceed the price of the insured service that was declared when this policy was taken out.

The cost of tips, administration, visas and other expenses, outside of service charges, as well as the premium paid to take out this policy will not be reimbursed.

Service charges will be fully reimbursed, only if they form part of the insured amount, declared when this policy was taken out.

In the event of an Amendment as a result of the occurrence of a Covered event, the Insurer will reimburse the Insured person for the amendment fee up to the limit stated in the Table of Cover. **If the Insured amends and then cancels the insured service, his/her cancellation fee will be reimbursed but with a deduction for the amendment fee already reimbursed by the Insurer.**

4. COVER EXCLUSIONS

In addition to the "General Exclusions" stated at the start of this policy and any exclusions stated within the definitions, the consequences of the following circumstances and events are also excluded:

- 4.1. Illnesses already diagnosed or Bodily accidents that had already occurred, or treatment or relapse or deterioration or hospitalisation between the date on which the insured service was booked and the date on which this policy was taken out;
- 4.2. Illnesses which had previously been diagnosed, had a changed status, a further test or change in treatment during the thirty (30) days prior to the booking of the insured service;
- 4.3. Bodily accidents which had occurred or given rise to a surgical procedure, physiotherapy, a further test or change in treatment within the thirty (30) days prior to the booking of the insured service;
- 4.4. voluntary termination of pregnancy, in vitro fertilisation;
- 4.5. medical contra-indications to the insured service that are not the result of an illness, including those related to a pregnancy condition or to a Bodily accident, under the conditions set out in Article 2.1 of this cover;
- 4.6. forgetting to get vaccinated or failure to take the preventive treatment necessary for the destination of the insured service for a reason other than medical contra-indication;
- 4.7. Natural disasters,
- 4.8. any Covered event that occurs between the date on which the insured service was booked and the date on which this policy was taken out.

5. WHAT THE INSURED MUST DO IN THE EVENT OF CANCELLATION OR AMENDMENT

The Insured must notify the ski equipment hire Approved Organisation or Intermediary about his/her Cancellation or Amendment as soon as the Covered event that prevents his/her planned Departure takes place.

The Insured must then declare the claim to the Insurer **within five (5) working days** of his/her knowledge of it, except in the event of exceptional circumstances or force majeure:



In order to make declaration easier and claim handling more efficient, you are advised to declare the claim via the following website: <https://indemnisation.mondial-assistance.fr>

You will be given a confidential access code so that you can track your claim 24/24.

The Insured may also contact the Insurer via the following e-mail address:

reglement.assurance@mondial-assistance.fr

or, call us Monday to Friday, between 9 am and 6 pm (Metropolitan France time zone):

From France (if the Insured's current location is in France)

- No. 01 42 99 03 95 if you speak French
- No. 01 42 99 03 97 for non-French speaking Insured persons

Outside France (if the Insured's current location is not in France)

- No. 00 33 1 42 99 03 95 if you speak French
- No. 00 33 1 42 99 03 97 for non-French speaking Insured persons

After this deadline has passed and the Insurer incurs a loss because of the late notification, the Insured will lose all rights to compensation.

6. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT NOTE

It is the Insured's responsibility to prove that all the conditions required for implementation of this "Cancellation or Modification" cover have been met by supplying the supporting documents listed below.

These documents and all the information supplied by the Insured will be used for the purposes of justifying the reason for the Cancellation or Amendment and for assessment of the compensation amount.

If the reason for the Cancellation or Amendment is medical, the Insured may, if wished, send the medical details in an envelope marked "Confidential" for the attention of the Insurer's medical expert (Médecin conseil).

If the documentation provided does not prove the materiality of the Covered event, the Insurer will be entitled to reject the Insured's claim for compensation.

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - booking confirmation of the insured services, - bill for the cancellation or modification fees for the insured services, - when applicable, the official document showing the relationship with the person who was the reason for the Cancellation or Modification (copy of the family identity booklet, partnership certificate, etc.), - R.I.B. (bank account details), - after the file has been reviewed, any other supporting document requested by the Insurer.
In the event of illness, including a pregnancy related condition or a Bodily accident	<ul style="list-style-type: none"> - if relevant, medical prescriptions for drugs, - if relevant, test results, - if relevant, a copy of the sickness certificate, - if relevant, a hospitalisation form, - after the file has been reviewed, if requested by the Insurer: statements showing reimbursement by the health insurance body of which the Insured is a member.
In the event of a summons to attend court	<ul style="list-style-type: none"> - a copy of the official notice.
In the event of death	<ul style="list-style-type: none"> - a copy of the death certificate, - if relevant, contact details for the lawyer dealing with the estate of the deceased <i>Insured</i> person.
In the event of redundancy	<ul style="list-style-type: none"> - a copy of the letter summoning the person to the pre-redundancy interview, - a copy of the redundancy letter.
In the event of obtaining a job	<ul style="list-style-type: none"> - a recent jobseeker document or Employment Centre registration document, - a copy of the letter offering a position or the employment contract.
In the event of obtaining a paid work placement	<ul style="list-style-type: none"> - a recent jobseeker document or Employment Centre registration document, - a copy of the agreement relating to the paid work placement.
For cancellation or change to the Insured's paid holidays imposed by the employer	<ul style="list-style-type: none"> - a copy of the original holiday approval document, - a copy of the pay-slip showing the summary of paid holidays for the month of the cancelled/modified Trip/service.
For serious Property damage	<ul style="list-style-type: none"> - the acknowledgement of the claim declaration to the home insurance company, - in the event of a burglary, a copy of the report made to the police authorities.
For serious damage to a vehicle	<ul style="list-style-type: none"> - the acknowledgement of the claim declaration to the vehicle insurance company, - or a copy of the vehicle repair and/or towing bill.
In the event of a lack of snow or excess snow	<ul style="list-style-type: none"> - the closure report issued by the company that operates the ski lifts at the resort concerned.

TRAVEL ASSISTANCE

DEFINITIONS SPECIFIC TO THIS TYPE OF COVER

EMERGENCY DENTAL TREATMENT COSTS the cost of dental treatment that the Mondial Assistance Medical Department considers to be emergency treatment.

SEARCH COSTS: cost of operations undertaken by civil or military rescuers or specialist public or private rescue bodies, who set out specifically to search for the Insured in a place which does not have any organised rescue services in the vicinity.

RESCUE COSTS: transport costs after the search operation (when the Insured has been found) from the place where the Accident occurred to the nearest medical centre.

ACCOMMODATION COSTS: additional hotel costs and cost of telephoning Mondial Assistance, **excluding all costs for meals and drinks.**

FUNERAL COSTS: first conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and simplest coffin required for transportation and compliance with local legislation, **excluding burial (or cremation), embalming and ceremony costs.**

MEDICAL COSTS: medically prescribed pharmaceutical, surgical, consultant's and hospital costs required for the diagnosis and treatment of an illness.

IMMOBILISATION: being required to stay entirely at Home, hereafter referred to as "Immobilisation at Home" or at the holiday residence, after the visit of a Doctor and issuance of a medical certificate

ROUTE/LEG: the route taken from the place of departure to the destination stated on the travel ticket regardless of the method and number of different transport methods used.

Definitions of terms that are common to all types of cover are contained in the "Common Definitions" section, at the start of this policy.

ADVICE TO TRAVELLERS

- **Before the trip:**
 - check that this policy covers the selected destination and the duration of the planned Trip;
 - obtain information about the required identity documents for entry to the country you are visiting (identity card, passport, visa) and the health conditions;
 - obtain and carry the necessary documents (vaccination booklet, medical insurance document);
 - obtain the documents you need to carry from the Health Insurance Association to certify they are responsible for medical expenses during the Trip: European Health Insurance Card or specific form, depending on the country.
 - if the Insured is undergoing treatment, they should take with them a sufficient supply of medicines, over and above the amount required for the Trip period, to allow for the eventuality of their return being delayed.
- **While travelling:**
 - keep medicines and the prescription in hand luggage so that treatment will not be interrupted should any checked-in baggage be delayed or lost;
 - keep separate copies of both sides of your identity papers and means of payment. These photocopies will be useful, in the event of loss or theft.

IMPORTANT NOTE

- **Minor children**

Some types of holiday and certain destinations are not suitable for very young children. Given the risks of disease related to travel time or conditions, the health situation and the climate it is advisable to consult your attending physician or paediatrician when planning the Trip.

All minor children who are travelling, whether escorted or alone, must have valid identity documents.

In all cases, when a minor child is repatriated, Mondial Assistance cannot be held responsible for any delay caused by the need to correct the administrative situation.

- **Pregnant women**

Because of risks that could endanger the health of women at an advanced stage of pregnancy, the various airlines apply different restrictions and these are liable to change without advance notice: medical examination a maximum of 48 hours before departure, presentation of a medical certificate, request for the medical approval of the company, etc.

In the event of an emergency and if their contract allows, assistance companies organise and pay the cost of air transport on the express condition that doctors and/or the airlines have no objections.

1. ASSISTANCE SERVICES

ASSISTANCE DURING THE TRIP

When the Insured calls on the Mondial Assistance Assistance Department, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of Mondial Assistance.

- Assistance in the event of Illness, Bodily accident or the death of the Insured

1.1. Repatriation Assistance

If the Insured's state of health requires them to be repatriated, Mondial Assistance will assist as follows:

- **By organising and paying the cost for the Insured to return Home or for the Insured to be transported to a hospital**

Mondial Assistance organises and pays the cost for the Insured to return to their Home in Europe or for transport to the hospital which is closest to the Home and/or is the most suitable to provide the care required by the person's state of health.

In this case, if the Insured wishes, Mondial Assistance can then organise the return to their Home in Europe as soon as their state of health permits.

IMPORTANT NOTE

Decisions are only taken in consideration of the medical interests of the Insured and are the exclusive responsibility of the Mondial Assistance doctors in agreement with the local medical practitioners.

Mondial Assistance Doctors contact the local medical teams and, if required, the Insured's usual medical practitioner, in order to gather the information that will enable the most appropriate decisions in respect of the Insured's state of health to be taken.

The Insured's repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

The Insured's medical interests and compliance with health regulations in force are the only matters taken into consideration when determining the transport, the selected means of transport to be used and the choice of the place of hospitalisation.

If the Insured refuses to comply with the decisions taken by the Mondial Assistance Medical Department, this discharges Mondial Assistance of all liability in relation to the consequences of such an initiative and especially if the person returns by their own means or in the event of a deterioration of their state of health and the Insured loses all rights to services and compensation from Mondial Assistance.

Moreover, under no circumstances can Mondial Assistance carry out the role of local emergency services organisations, nor can the company pay the cost of expenses thus incurred, with the exception of the costs insured under "Search and/or rescue costs" cover.

1.2. Assistance to minor children of the Insured or his/her adult disabled children

- **Organising and paying the cost for the Insured's minor children under his/her care or the Insured's adult disabled children to return Home**

If the Insured's state of health requires him/her to be repatriated, once the Medical Department has agreed to this, Mondial Assistance also organises and pays the transport costs to enable the minor children or disabled adult children who were travelling with the Insured and no other adult member of the family was present at the holiday location with them to return Home.

- **Organising and paying the round trip transport costs of a person to escort the Insured's minor children or disabled adult children on their return journey**

If the Insured is hospitalised Abroad when accompanied by at least one minor child or adult disabled child and no other adult member of the family was present with them, Mondial Assistance will pay for the outward and return Journey of a person of their choosing who lives in Europe to come out to accompany them.

The costs of accommodation, meals and drinks of the person selected to accompany the children mentioned above are payable by the Insured.

1.3. Emergency hospitalisation expenses Abroad

- **If the Insured is a member of a basic health insurance scheme or an insurance or provident organisation:**

In the event that the Insured suffers a Bodily accident and/or Illness requiring him/her to be hospitalised Abroad, Mondial Assistance can make a direct payment of the unforeseen emergency hospital expenses after approval by the Mondial Assistance Medical Department and up to the limits stated in the Table of Cover.

In this case, the Insured must take all the necessary steps to have these costs reimbursed by his/her basic health insurance organisation, mutual insurance scheme or any insurance or provident organisation and in this connection to **immediately transfer any sum received to Mondial Assistance.**

Otherwise, Mondial Assistance will be entitled to claim expenses and legal interest at the statutory rate in addition.

To receive this service, the Insured must belong to a primary health insurance scheme.

This service ceases on the day on which the Mondial Assistance Medical Department considers that it is possible for the Insured to be repatriated.

- **If the Insured is not a member of a basic health insurance scheme or an insurance or provident organisation scheme:**

In the event that the Insured suffers an Accident and/or Illness requiring him/her to be hospitalised Abroad, Mondial Assistance can make an advance of the unforeseen emergency hospital expenses for the prescribed treatment after approval by the Mondial Assistance Medical Department and up to the limits stated in the Table of Cover.

In this case, the Insured undertakes to reimburse the advance to Mondial Assistance within three (3) months commencing from the date on which he/she returns from the Trip. After this deadline, Mondial Assistance will be entitled to claim expenses and legal interest at the statutory rate in addition.

This advance is subject to a formal recognition of the debt being drawn up.

This service ceases on the day on which the Mondial Assistance Medical Department considers that it is possible for the Insured to be repatriated.

1.4. Emergency medical expenses paid by the Insured when Abroad**IMPORTANT NOTE**

If the Insured has paid Emergency medical expenses when Abroad, Mondial Assistance will reimburse these Expenses up to the limit stated in the Table of Cover.

To receive this type of refund, the Insured must belong to a primary health insurance scheme which covers his/her medical expenses Abroad for the whole period of this policy.

The Insured must be able to provide Mondial Assistance with the original statements or refusal letters from the schemes to which he/she belongs.

Up to the amount limits stated in the Table of Cover, less the deduction of the Excess stated in the same table:

- **Reimbursement of Emergency medical expenses the Insured is responsible for (except for Emergency dental treatment costs)**

If the Insured incurs medically prescribed medical or hospital expenses Abroad, Mondial Assistance will reimburse him/her for the remaining costs payable by him/her (except Emergency dental treatment costs) after payment by the basic health insurance body, the health insurance company or any other insurance or provident organisation.

- **Reimbursement of Emergency dental treatment costs for which the Insured is responsible**

Mondial Assistance will also reimburse the Insured for the cost of Emergency dental treatment incurred Abroad, which he/she is responsible for after payment by his/her basic health insurance body, health insurance company or any other insurance or provident organisation.

1.5. Search and/or rescue costs

On receipt of the original bill paid by the Insured, Mondial Assistance will reimburse the Insured for the Search and/or Rescue costs corresponding to operations organised when the Insured is lost or has a Bodily accident, up to the ceiling limit stated in the Table of Cover.

In connection with carrying out a sports activity, Mondial Assistance will reimburse the Insured for the Search and/or Rescue costs corresponding to operations organised when the Insured is lost or has a Bodily accident, up to the ceiling limit stated in the Table of cover.

1.6. Assistance in the event of the death of the Insured

In the event of the death of the Insured, Mondial Assistance organises and pays for:

- **transportation of the body** from the place of death to the premises of the funeral director, the place of burial (or cremation) in Europe,
- **Funeral expenses**, up to the ceiling limit stated in the Table of Cover,
- **additional expenses for the transport of the insured members of the deceased person's family or an insured person**, travelling with the deceased person, insofar as their originally planned means of returning to Europe can no longer be used on account of this death.

This service is not cumulated with the service of "Organising and paying the round trip transport costs of a person to escort the Insured's minor children or disabled adult children on their return journey" contained in Article 1.2.

1.7. Providing a driver to return the Insured's vehicle

If, as the result of a covered illness or Bodily accident, the Insured's state of health means that they are unable to drive their vehicle to return to their Home in Europe and if no other passenger travelling with them is able to replace him/her, Mondial Assistance provides a driver to return the vehicle, to the Insured's Home in Europe by the fastest route.

Parking and/or storage costs for the vehicle while awaiting the arrival of the driver are payable by the Insured.

The Insured's hotel and meal expenses and the cost of fuel, tolls and parking are payable by the Insured.

The Insured is provided with this cover if the car is in good working order, complies with international and national highway codes and meets mandatory motor vehicle roadworthiness standards.

2. COVER EXCLUSIONS

In addition to the "General Exclusions" stated at the start of this policy and any exclusions stated within the definitions, the following exclusions exist:

- **For all assistance cover:**
 - 2.1. expenses incurred without the prior approval of the Mondial Assistance Assistance Department;
 - 2.2. the consequences of any air transport incident that occurs to transport booked by the Insured, if it is operated by a company listed in the European Commission blacklist, regardless of the departure or destination location;
 - 2.3. the consequences of illnesses or injuries that were pre-existing, had been diagnosed and/or treated, as well as surgical "comfort" operations resulting in a hospital stay, day patient or outpatient treatment, in the six (6) months prior to the assistance request;
 - 2.4. the consequences of an unconsolidated ailment being treated and from which the Insured is still convalescing, as well as any ailments occurring during a trip taken for the purpose of diagnosis and/or treatment;
 - 2.5. the eventual results (check-up, additional treatment, recurrence) from an ailment which previously gave rise to a repatriation in the six (60 months prior to the assistance request);
 - 2.6. organising and paying for the transport referred to in Article 1.1 "Repatriation assistance" for ailments or minor injuries which can be treated on the spot and do not prevent the Insured from continuing with the insured service;
 - 2.7. voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, in addition to a pregnancy which has resulted in hospitalisation within the six (6) months prior to the assistance request;
 - 2.8. the Insured's participation in any sport practised in an official competition or as a professional or under a paid contract, in addition to preparatory training;
 - 2.9. the Insured's failure to comply with official prohibitions and his/her non-compliance with official safety rules, related to the practice of a sports activity;
 - 2.10. the consequences of an Accident that occurred when the Insured was practising one of the following sports or leisure activities, regardless of whether they were being practised on a personal basis or within an activity run by a sports association: any air sport (including hang-gliding, gliding, kite-surfing, para-gliding), as well as skeleton, bobsleigh, ski-jumping, off-piste sliding, mountain-climbing above 3,000 m, rock climbing, pot-holing and parachute jumping;
 - 2.11. the consequences of an Accident that occurred when the Insured was bungee-jumping, doing SCUBA diving if the activity is not organised by a qualified professional;
 - 2.12. expenses not expressly mentioned as giving rise to a refund, in addition to any expenses for which the Insured is unable to produce a receipt.
- **In addition, under cover for "Emergency hospital costs Abroad" and "Emergency Medical expenses paid by the Insured when Abroad", the following are excluded:**
 - 2.13. the cost of thermal spa treatment, heliotherapy, slimming treatments, all kinds of "comfort" or beauty treatments, physiotherapist's cost, the cost of treatment or care not resulting from a medical emergency;
 - 2.14. the cost of implants, internal, optical, dental, hearing, functional or other prostheses and the cost of fitting them;

- 2.15. vaccination expenses;
- 2.16. the cost of treatment or care, the therapeutic nature of which is not recognised by French legislation;
- 2.17. costs charged by local emergency services except for costs covered within "Search and/or rescue costs";
- 2.18. medical expenses incurred Abroad if the Insured, who is unemployed, has not received prior authorisation to travel Abroad from his primary health care insurance scheme.

3. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

3.1. To request assistance

The Insured or a third party must contact Mondial Assistance:



by calling 24 / 7:
From France: on **01 42 99 02 02** or
If outside France: on **00 33 1 42 99 02 02**

A case number will be assigned immediately and the Insured must provide the following information to the customer assistance agent:

- the policy number,
- an address and telephone number where the Insured can be contacted and the contact details of the people who are assisting him/her,

permission for the Mondial Assistance Doctors to access all the medical information about the Insured or the person who needs assistance from Mondial Assistance.

3.2. For a refund claim

In order to receive a refund of expenses advanced by the Insured with the approval of Mondial Assistance, the Insured must provide Mondial Assistance with all the supporting documents that will enable the company to determine the validity of the claim.



- either by post to the following address:

Mondial Assistance
Service Relations Clientèle (Customer Services)
Tour Gallieni II
36 avenue du Général de Gaulle
93175 Bagnole Cedex

- or, call us Monday to Friday, between 9 am and 5.30 pm (Metropolitan France time zone):
From France on **01 42 99 08 83** or
If outside France on **00 33 1 42 99 08 83**

Services which have not been requested in advance and which have not been organised by Mondial Assistance do not provide entitlement to a refund or a compensation payment.

4. LIMITS TO THE INTERVENTION OF MONDIAL ASSISTANCE

Mondial Assistance acts in compliance with national and international laws and regulations.

The company's services are subject to obtaining the necessary approval from the competent authorities.

Moreover, Mondial Assistance cannot be held liable for delays or hindrance to the performance of the agreed services as a result of a case of force majeure or events such as strikes, riots, popular movements, restrictions on free circulation of persons or property, sabotage, terrorism, Civil or Foreign Wars, the consequential effects of a radioactive source or Natural disasters or any other exceptional circumstances.



IMPORTANT NOTE

Mondial Assistance organises and pays for the Insured's covered transport up to the limit of travel by train in 1st class and/or economy class air travel or specialist medical vehicle.

In all cases, Mondial Assistance becomes the owner of the Insured's unused travel tickets. The latter undertakes to return them to Mondial Assistance or refund to Mondial Assistance the reimbursement obtained from the Trip's Approved Organisation or Intermediary.

5. SUPPORTING DOCUMENTS TO BE PROVIDED

Depending on the assistance services provided, Mondial Assistance will inform the Insured of the documents that need to be supplied in support of the assistance request:

INSURED SERVICES	SUPPORTING DOCUMENTS TO BE PROVIDED
Travel assistance	<ul style="list-style-type: none"> - the original used travel tickets (boarding cards for air travel) and unused tickets, - if relevant, the death certificate, - if relevant, a copy of an official administrative document proving the relationship with the Insured, - any other supporting document requested by Mondial Assistance.
Reimbursement of medical expenses	<ul style="list-style-type: none"> - R.I.B. (bank account details), - a copy of the Trip booking form, - copies of the medical expenses bill(s) paid by the Insured, - a copy of the refund statement issued by Social Security, - the original of the refund statement issued by the mutual insurance fund, - after the file has been reviewed, any other supporting document requested by Mondial Assistance.
Reimbursement of Search costs/Rescue costs	<ul style="list-style-type: none"> - R.I.B. (bank account details), - a copy of the Trip booking form, - the original paid bill for the Search costs/Rescue costs. - any other supporting document requested by Mondial Assistance.

CURTAILMENT OF A SNOW SPORTS ACTIVITY

DEFINITION SPECIFIC TO THIS TYPE OF COVER

CURTAILMENT OF A SNOW SPORTS ACTIVITY: early termination of any Snow sports activity as a result of a Covered event.

Definitions of terms that are common to all types of cover are contained in the "Common Definitions" section, at the start of this policy.

1. PURPOSE OF THE COVER

The Insurer undertakes to pay compensation, up to the limits stated in the Table of Cover, if the Insured's Covered Snow sports activity is curtailed as a result of one of the following Covered events:

- medical repatriation of the Insured, organised by Mondial Assistance,
- Illness or Bodily accident of the Insured that prevents him/her from taking part in the insured Snow sports activity.
- lack of or excess snow coverage, when this occurs at French ski resorts located at an altitude of over 1,500 metres, between 15 December and 15 April, and results in the closure of over two thirds of the ski lift facilities normally operating at the resort during your stay, for at least two consecutive days in the 5 days prior to your departure.

2. COMPENSATION AMOUNT AND PAYMENT METHOD

Compensation will be paid as a proportion of the number of unused complete days in the Snow sports activity package.

It is due from the time after total stoppage of the activities that are covered.

It is calculated on the basis of the total price per person of the Snow sports activity package and up to the ceiling limit stated in the Table of Cover.

The basis on which the compensation is calculated varies depending on the type of service that is covered:

- **For hire of ski equipment:**

The Insurer will refund the cost of ski equipment hire, according to the limits set in the Table of Cover and on a prorata basis.

- **For ski lift passes:**

The Insurer will refund the cost of the ski lift pass, according to the limits set in the Table of Cover and on a prorata basis.

- **For skiing lessons:**

The Insurer will refund the cost of insured ski lessons that have not been used from the same day as one of the events specified in Article 1 "Purpose of the cover" and the refund will be provided up to the amount limits stated in the Table of Cover.

Deductions will be made from the compensation amount for administration expenses, tips, the insurance premium and refunds or compensation paid by the Approved organisation or intermediary from which the Insured purchased the Sports or leisure activity package.

3. COVER EXCLUSIONS

In addition to the "General Exclusions" stated at the start of this policy and any exclusions stated within the definitions, the consequences of the circumstances and events not specified in the Article "Purpose of the cover" are also excluded.

4. WHAT THE INSURED MUST DO IN THE EVENT OF A CLAIM

The Insured must declare the event to the Insurer **within five (5) working days of his/her knowledge of it**, except in the event of exceptional circumstances or force majeure, and make a claim to be reimbursed for the unused sport or leisure services:



- either by sending an e-mail to: svc.reglementassistance@mondial-assistance.fr
- or by post to the following address:

Mondial Assistance
Service Relations Clientèle (Customer Services)
Tour Gallieni II
36 avenue du Général de Gaulle
93175 Bagnolet cedex

IMPORTANT NOTE



In the event of a sports or leisure Activity that is curtailed as the result of an illness, a Bodily accident or one of the covered exceptional climate events, the Insured must call Mondial Assistance to obtain prior approval for the reimbursement by calling:

From France No. 01 42 99 02 02 or
 If outside France No. 00 33 1 42 99 02 02
 24 / 7

5. SUPPORTING DOCUMENTS TO BE PROVIDED



IMPORTANT NOTE

It is the Insured's responsibility to prove that all the conditions required for implementation of this "Curtailed sports or leisure activity" cover have been met by supplying the supporting documents listed below.

These documents and all the information supplied by the Insured will be used for the purposes of justifying the damage suffered and for assessment of the due compensation amount.

If no documentation is supplied or the documentation provided does not prove the materiality of the damage suffered, the Insurer will be entitled to reject the Insured's reimbursement claim.

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - the invoice for the Sports or leisure activity, - R.I.B. (bank account details), - the Mondial Assistance reference number under which the Insured obtained approval to curtail the sport or leisure Activity, if relevant, <p style="text-align: center;"><u>or</u></p> <ul style="list-style-type: none"> - the intervention statement from another assistance company, indicating the reason for their intervention, - after the file has been reviewed, any other supporting document requested by the Insurer.

ADMINISTRATIVE PROVISIONS

1. REGULATIONS GOVERNING THE POLICY AND THE LOCATION AT WHICH IT IS TAKEN OUT

This policy is governed by the French Insurance Code, the General Terms and Conditions and the Specific Terms and Conditions.

This policy has been drawn up in French and is subject to French law.

As these transactions are carried out on the Internet, the virtual space constituted by the website pages of www.intersport.fr is considered to be located in French territory and policies taken out via this site are therefore located in France, without prejudice to the protection provided to the consumer by the Law of the country in which he/she is usually resident.

2. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

a. Procedures for taking out this policy and when it takes effect

The policy must be taken out on the day that your ski equipment is booked.

This policy takes effect at the time when it is taken out.

b. When the policy takes effect and when it terminates

Cover takes effect:

- for "Cancellation or Amendment" cover: at 00:00 on the day after payment of the premium.
 Cover ceases as soon as the insured service commences.

- for **"Travel assistance" cover**: from the moment that the Insured leaves the Trip Departure location (maximum of 24 hours before the Departure date stated on the sales contract for the insured service and, at the earliest, after the premium has been paid. It ceases at the latest twenty-four (24) hours after the end of the insured service, the date of which is stated on the sales contract for the insured service;
- for **all other cover**: at 00:00 on the Departure date as stated on the contract for the insured service, and, at the earliest, after the premium has been paid. Cover ceases at 24:00 on the return date as stated on the contract for the insured service.

**IMPORTANT NOTE**

If the Insured definitively cancels the insured service, he/she shall not receive the benefit of the other types of cover contained in this policy.

3. COOLING-OFF PERIOD

The Insured may have a cooling-off period after taking out an insurance policy as set out in Articles 112-2-1 and L112-10 of the French Insurance Code and in the following specified cases:

a. Over-insurance

In accordance with the provisions of Article L112-10 of the French Insurance Code, an Insured person who takes out an insurance policy for non-business purposes, which constitutes an add-on to a product or service sold by an intermediary, **if that person already holds a policy** for one of the risks covered by this policy, he/she may cancel the said policy, without cost or penalty provided that the policy has not been fully executed nor has the Insured called upon any cover. This cancellation must take place within **fourteen (14) calendar days** from the conclusion of this policy.

b. Distance selling

In accordance with Article L112-2-1 of the French Insurance Code, the right to the cooling-off period applies to insurance policies taken out by distance selling, and especially those taken out online, without the simultaneous physical presence of the parties to the contract, direct canvassing or outside the seller's usual business premises.

This right to the cooling-off period does not apply to travel and baggage insurance policies or similar short-term insurance policies of less than one (1) month's duration.

c. Procedures for cancelling the policy

If the insurance policy is eligible for cooling-off under the conditions specified above, the Insured may exercise this right by sending a duly completed, dated and signed cancellation letter before the expiry of the fourteen (14) calendar day period from the date on which this policy was taken out with Intersport.

- either **delivered by hand and a receipt obtained**,
 - or by **registered post with acknowledgement of receipt**,
- to the following address:

INTERSPORT SERVICES
2 Rue de l'Industrie
91 160 LONGJUMEAU

If wished, the Insured may use the template cancellation letter provided below:

"I, the undersigned, Last name, first name, date and place of birth – wish to cancel the insurance cover in policy No. ... which I took out with AGA International on ... (Date).

Signed at ... (Place). On ... (Date) and Signature: ... "

In connection with a cancellation by virtue of over-insurance, the Insured must support his/her claim with proof of the existence of a current insurance policy which covers similar risks to those in this policy.

If the Insured uses this right, the policy will be cancelled from its effective date. The corresponding premium will be reimbursed to the Insured within thirty (30) days, at the latest, after the date on which the cancellation request was received.

The right to cancel the insurance cannot be exercised if the Insured person has used cover in this policy in connection with a claim that was declared within the fourteen (14) calendar days period; and consequently a premium reimbursement will not be made.

4. CUMULATIVE INSURANCE

If the Insured is covered for the same risks with other insurance companies, he/she must inform the Insurer and provide the Insurer with their details and the scope of their cover, in accordance with Article L 121-4 of the French Insurance Code.

The Insured can obtain compensation for his/her damage by contacting the insurance company of their choice.

5. SUBROGATION IN THE INSURED'S RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its limit amount, the Insurer becomes the beneficiary of the rights and actions that the Insured owned against anyone liable for the claim, in accordance with Article L 121-12 of the French Insurance Code.

If the Insurer is no longer able to perform this action by the Insured's act, the Insurer can be discharged of all or part of its obligations towards the Insured.

6. PENALTIES APPLICABLE IF YOU MAKE A FALSE STATEMENT WHEN TAKING OUT THE POLICY

- Any non-disclosure, or intentional false statement by the Insured when declaring the risk, will be penalised by the policy becoming void, under the conditions contained in Article L113-8 of the French Insurance Code.
- Any omission or inaccurate declaration by the Insured whose bad faith has not been established, will be penalised under the conditions contained in Article L113-9 of the French Insurance Code:
 - if this is observed before any claim: the Insurer is entitled to maintain this policy by increasing the premium, or may cancel the policy within ten (10) days by registered letter and refunding the overpaid premium amount.

- if this is only observed after a claim: the Insurer may reduce the compensation, proportionate to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

7. PENALTIES APPLICABLE IF THE INSURED MAKES AN INTENTIONALLY FALSE STATEMENT AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional false statement by the Insured about the circumstances or consequences of a claim will result in the loss of all entitlement to services or compensation for this claim.

8. TIME LIMITATION

The provisions relating to the time limitation period for actions arising from this insurance policy are set out in Articles L114-1 to L114-3 of the French Insurance Code, which are reproduced below:

- Article L.114-1 of the French Insurance Code

"All legal actions arising from an insurance contract shall be **barred for two years** from the event that gave rise thereto.

However, this time limitation period only commences:

1° In the event of concealment, omission, misrepresentation or inaccurate representation regarding the risk involved, from the day on which the insurer has knowledge of it;

2° In the event of a claim, from the day on which those concerned became aware of it, if they can prove that they had no prior knowledge until that time.

If the cause of the action brought by the insured against the insurer is for a third party's recovery, the time limitation period only runs from the day on which such third party brings a legal action against the insured or has been compensated by the latter.

The time limitation period extends to ten years for life insurance policies where the beneficiary is a person other than the person who took out the policy and, for personal accident insurance policies where the beneficiaries are the legal beneficiaries of the deceased insured person.

For life insurance policies, notwithstanding the provisions of 2°, the time limitation for actions by the beneficiary is a maximum of thirty years after the death of the insured person."

- Article L114-2 of the French Insurance Code

"The time limitation period is suspended by one of the standard causes for suspending the time limitation period and by the appointment of experts as the result of a claim. The time limitation period may also be suspended as the result of a registered letter with acknowledgement of receipt being sent by the *insurer* to the *insured* relating to legal action for payment of the premium or being sent by the *insured* to the *insurer* relating to payment of compensation".

- Article L114-3 of the French Insurance Code

"Contrary to Article 2254 of the French Civil Code, the parties to an insurance policy may not, even by mutual agreement, either modify the length of the time limitation period or add causes for its suspension or interruption."

Additional information:

The standard grounds for suspension of the time limitation period are stated in Articles 2240 et seq. of the French Civil Code, and these specifically include: recognition by a debtor of the right of the person against whom he was prescribing, commencement of legal proceedings even in interim proceedings, an enforcement action.

Please refer to the aforementioned articles of the French Civil Code for the full list of the standard grounds for suspension of the time limitation period.

9. ADDRESS TO WHICH SUPPORTING DOCUMENTS MUST BE SENT IN THE EVENT OF A CLAIM

For "Cancellation or Amendment" cover, supporting documents must be sent to:

Mondial Assistance
Service Indemnisation Assurances (*Insurance Compensation Department*)– DT001
54 rue de Londres
75394 Paris Cedex 08

For "Travel assistance" cover and "Snow sports activity curtailment" cover, supporting documents must be sent to:

Mondial Assistance
Service Relations Clientèle (*Customer Services*)
Tour Gallieni II
36 avenue du Général De Gaulle
93175 Bagnole Cedex

10. LOSS ASSESSMENT

The causes and consequences of the claim are assessed by mutual agreement and failing this, by jointly agreed loss assessment, subject to the respective rights of the Insurer and the Insured. The expert's fees are shared between the parties.

If the parties are unable to agree on the selection of the third party expert, the expert shall be appointed by the presiding judge of the Tribunal de Grande Instance of the place of Domicile of the Policyholder.

This appointment shall be made on a written request signed by the Insurer or by just one party, the other party having being summoned by registered letter.

11. CLAIM SETTLEMENT TIME PERIOD

As soon as the Insured's case is complete, compensation will be paid within ten (10) days following the agreement between the Insurer and the Insured or an enforceable court ruling.

12. COMPLAINTS HANDLING PROCEDURES

If an Insured person is not satisfied with the handling of his/her claim, they must first of all inform their usual contact to allow them to understand the nature of the problem and seek solutions to it.

In the event of a dispute, the Insured may send a complaint to: **MONDIAL ASSISTANCE FRANCE SAS, Service Traitement des Réclamations, TSA 20043 - 75379 Paris cedex 08.**

The Insured will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from receipt of the complaint, unless the response to the complaint has already been sent to the insured within that time period.

A response will be sent to the Insured within two (2) months after the date of receipt of the complaint, unless there are specific circumstances, which the Insurer will inform the Insured of.

If the Insured is still dissatisfied, after receiving the response from the Insurer, who has completed a final review of the complaint and exhausted internal methods of appeal, the Insured may then contact the independent mediator whose address is:

Médiateur de la Fédération Française des Sociétés d'Assurance (FFSA), BP 290 - 75425 Paris cedex 09

Insurance companies that are members of the FFSA have implemented a facility to provide insured persons and third parties with a mediation procedure for the settlement of disputes. This facility is governed by the 10 rules of the FFSA Mediation Charter.

13. JURISDICTION

AGA INTERNATIONAL elects domicile at the registered office of its subsidiary: **Tour Gallieni II, 36 avenue du Général de Gaulle - 93175 BAGNOLET Cedex.**

Any disputes raised against AGA International concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be sent to the address shown above.

14. LAW ON INFORMATION TECHNOLOGY AND FREEDOM

In accordance with the French Law on Information Technology and Freedom No. 78-17 of 6 January 1978, as modified by Law No. 2004-801 of 6 August 2004, the Insured has the right to oppose, access, modify, correct and remove any information about them that is contained in the files, by contacting: **MONDIAL ASSISTANCE FRANCE SAS, Direction Technique – Service Juridique, Tour Gallieni II, 36 avenue du Général de Gaulle - 93175 Bagnolet Cedex.**

Mondial Assistance, by application of its risk control policy and anti-fraud measures, reserves the right to carry out any kind of check on the data provided when carrying out and managing its assistance and/or insurance services.

15. REGULATORY AUTHORITY

The body responsible for the regulation of AGA INTERNATIONAL is the Autorité de Contrôle Prudentiel et de Résolution (French banking and insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.

16. LEGAL INFORMATION

The insurance cover is underwritten by: AGA INTERNATIONAL,
Société anonyme (Joint-stock company) with share capital of 17,287,285 euros, 519 490 080 RCS Paris, Registered office: 37 rue Taitbout – 75009 PARIS
Subsidiary office: Tour Gallieni II - 36, avenue du Général de Gaulle - 93175 Bagnolet Cedex
Private company governed by the French Insurance Code.

Assistance services are implemented by: MONDIAL ASSISTANCE FRANCE SAS
Société par actions simplifiée with share capital of 7,584,076.86 euros, 490 381 753 RCS Paris, insurance broking firm - ORIAS reg. no. 07 026 669 - <http://www.orias.fr/>, registered office: 54, rue de Londres - 75008 Paris