

# NON-LIFE INSURANCE

## Insurance Product Information Sheet

**AREAS DOMMAGES**, Mutual Insurance Company registered in France

Head office: 46/49 Rue de Miromesnil 75008 PARIS – Paris Trade and Companies Register D 775 670 466 – Company governed by the French Insurance Code

### Product: MON ASSURANCE SKI no. 1049405

This informational document presents you with a summary of the product's main coverage and exclusions. It does not take into account your specific needs and requests. You will find all information on this product in the pre-contractual and contractual documents.

#### What type of insurance is it?

Mon Assurance Ski insurance is intended to cover natural persons during their skiing activities.



#### What is insured?

**Insured parties benefit from coverage within the limits set out in the Table of Benefits.**

- ✓ **Search and rescue fees** (including off-piste):
  - Coverage for search and rescue fees (including for off-piste areas accessible via ski lifts).
  - Coverage for consecutive primary and secondary transport fees.
- ✓ **Medical fees:** reimbursement of medical fees arising from an accident as a supplement to cover provided by health insurance organisations.
- ✓ **Cancellation/Interruption:** refund for unused ski Package days, lessons, hired equipment, and paid ski check services following a covered event.
- ✓ **Damaged equipment:** coverage of the cost of hiring equipment if personal or hired equipment is damaged.

**Benefits are provided depending on the Package purchased by the insured:**

- ✓ Daily Package:
  - Search and rescue fees
  - Medical fees
- ✓ Holiday Package (between 2 and 21 days):
  - Search fees
  - Medical fees
  - Cancellation/Interruption of Packages, lessons and equipment hire/Ski check services
  - Equipment damage
- ✓ Season Package:
  - Search fees
  - Medical fees
  - Package Cancellation/Interruption/Ski check services
  - Equipment damage



#### What is not insured?

- ✗ In the event of interruption, the costs (Package, lessons and equipment hire) corresponding to the day on which the loss occurs regardless of the time at which it occurs.
- ✗ An accident resulting from the insured's practice of sports in the context of an official competition.
- ✗ An accident caused by the practice of the following sports: air sports, bobsledding, skeleton, rock climbing, ice-hockey, scuba diving.
- ✗ Medical fees incurred abroad after the Package validity period (within one month for season Packages).
- ✗ The theft of hired or personal equipment.



#### Are there any restrictions on cover?

##### THE MAIN EXCLUSIONS FROM THE POLICY ARE:

- ! Intentional acts, wilful misconduct.
- ! Consumption of drugs, any narcotic substances mentioned in the French Public Health Code, or medication and treatments not prescribed by a doctor.
- ! Traffic accidents caused by the insured while they are under the influence of alcohol, characterised by the presence of a blood alcohol level higher than the maximum level authorised by current regulations in the country where the accident occurred.
- ! Conscious non-compliance by the insured with the current laws and regulations of the State where the holiday takes place.
- ! A health issue or death following an epidemic or pandemic recognised by the World Health Organisation (WHO) or any competent authority in the country of origin or any country that you have arranged to visit or travel through, and which was caused by an infectious pathogen unknown on the date of enrolment.
- ! The imposition of quarantine, closure of borders and/or individual or collective travel restrictions ordered by a competent authority,

##### MAIN RESTRICTIONS:

Excess of €50 per claim deducted from the compensation due under the coverage for Medical fees, Cancellation of Package, skiing lessons and equipment hire



## Where am I covered?

- ✓ The benefits apply to Losses occurring in mainland France and in neighbouring countries with which the Underwriter shares the same Ski Area.



## What are my obligations?

**Under penalty of voidance of the insurance policy or lapse in coverage:**

**At enrolment:**

- Give precise answers to the questions asked by the insurer.
- Provide all the supporting documents requested by the insurer.
- Pay the premium due for the policy.

**During the policy period:**

- Declare any new circumstances which may increase the risks covered or create new ones (e.g. a change of address) via registered letter within 15 days of becoming aware of them.

**In the event of a loss:**

- Declare any loss that could bring any benefits of the policy into play according to the conditions and timeframes expressed and attach any documents necessary for its assessment.
- Communicate benefits that may have been purchased for the same risks in full or in part with other insurers, as well as any reimbursement you receive for another loss.
- Declare a loss as soon as you become aware of it and at the latest within 2 working days in the event of theft, or 5 working days for any other event (with natural or technological disasters, the deadline is extended to 10 days following the publication of the ministerial order recording this situation).



## When and how do I pay?

The premium is payable in advance, in one instalment, upon enrolment.



## When does the cover start and end?

Enrolment will take effect from the purchase date of the Package until the expiry date indicated in the Package, and, at the latest, the last day the ski station is open.



## How do I cancel the contract?

Commitment is firm and final, with no possibility of withdrawal. However, with season Package only, pursuant to article L. 112-10 of the French Insurance Code, adherents may cancel their enrolment with the underwriter (if it was taken out more than 30 days before the start date of the Package) within 30 days of the effective date of enrolment.

# MON ASSURANCE SKI

**POLICY NO. 1049405-4236**

## INFORMATION NOTICE

### ARTICLE 1. **LEGAL NOTICES**

|                     |  |
|---------------------|--|
| <b>Underwriter:</b> | <b>SOREMAC</b><br>Ski lift operating company at Arâches Les Carroz, a Public Limited Company with a Board of Directors<br>Mairie des Carroz d'Arâches 74300 ARÂCHES-LA-FRASSE<br>RCS Annecy 331 420 406  |
| <b>Insurer:</b>     | <b>AREAS DOMMAGES</b><br>Mutual insurance company, registered in the Paris Trades and Companies Register (RCS) under number D 775 670 466, having its head office at 47/49 Rue de Miromesnil, 75008 PARIS  |
| <b>Broker:</b>      | <b>MARSH S.A.S.</b><br>A French simplified joint stock company ("société par actions simplifiée") with a capital of 5,917,915 euros – an insurance brokerage company registered under the number 572 174 415 at the Trade Registry of Nanterre, ORIAS n°. 07.001.037 ( <a href="http://www.orias.fr">www.orias.fr</a> ) and intracommunity VAT n°. FR 05 572 174 415, SIRET n°. 572 174 415 00255, whose head office is: Tour Ariane, 5 place des Pyramides 92800 Puteaux. |

Distribution is carried out by the Underwriter as the Broker's insurance intermediary. The Underwriter and the Broker are remunerated in the form of commissions deducted from insurance premiums excluding tax and/or management charges and/or fees.

The Underwriter and the Broker have no voting rights, shares or interest in any insurance company. No insurance company has any shares, membership shares or voting rights in the Underwriter or the Broker.

### ARTICLE 2. **DEFINITIONS**

**Accident:** Unintentional bodily injury resulting from the sudden action of an external cause.

**Health issue:** any alteration to the health or bodily injury that makes it impossible to ski or leave the Domicile, the holiday location or the hospital where the person concerned is being treated.

**Adherent:** The person who purchased the insurance.

**Insured:** The Package holder.

**Policy:** This collective insurance contract with optional enrolment.

**Ski Area:** mountain area where you can ski and practise other sporting activities, sliding or otherwise, on the snow during the winter season, including marked trails and off-piste areas in the vicinity, meaning accessible via ski lifts and returning through gravity to the Ski area in accordance with Act no. 2016-1888 of 28 December 2016, known as the Mountain Act.

**Domicile:** the usual residence.

**Package:** The ski lift Package purchased from the Underwriter. There are three types of Packages:

- Daily Package: valid for a single day.
- Holiday Package: valid for a maximum period of 21 days.
- Season Package: valid for an entire season including pre-opening and extension periods.

**Excess:** The sum to be borne by the Insured in the event of a Loss.

**Loss:** A random event that could bring the benefits of this policy into play. If the Loss has several causes, only the first cause produced or cited by the Insured will be retained.

## ARTICLE 3. TABLE OF BENEFITS

|   | Daily Package | Holiday Package | Season Package | Limit        | Excess  |
|---|---------------|-----------------|----------------|--------------|---|
| <b>Search and rescue fees</b>   |               |                 |                |              | None  |
| - Search fees   | ✓             | ✓               | ✓              |              |   |
| o France  |               |                 |                | Actual cost  |   |
| o Outside France  |               |                 |                | Max: €15,249 |   |
| - Primary transport   | ✓             | ✓               | ✓              | Max: €400    |   |
| - Secondary transport   | ✓             | ✓               | ✓              | Max: €400    |   |
| <b>Medical fees</b>   | ✓             | ✓               | ✓              | Max: €3,500  | €50   |
| <b>Days not used (ski Package and lessons) due to:</b>                                  |               |                 |                | Max: €500    | €50 in case of cancellation / None if activities are interrupted during the stay* |
| <b>Cancellation and Interruption:</b>   |               |                 |                |              |   |
| - Health issues or death:   |               |                 |                |              |   |
| o Of the Insured  | ✗             | ✓               | ✓              |              |   |
| o Of the person tasked with professionally replacing the Insured                        | ✗             | ✓               | ✗              |              |   |
| o Of the person tasked with taking care of the Insured's under-age or disabled children | ✗             | ✓               | ✗              |              |   |
| - Fire, explosions, water damage, natural events  | ✗             | ✓               | ✗              |              |   |
| - Inability to get to the resort  | ✗             | ✓               | ✗              |              |   |
| <b>Cancellation:</b>  |               |                 |                |              |   |
| - Pregnancy   | ✗             | ✓               | ✗              |              |   |
| - Redundancy  | ✗             | ✓               | ✗              |              |   |
| - Job transfer  | ✗             | ✓               | ✗              |              |   |
| - Obtaining employment  | ✗             | ✓               | ✗              |              |   |
| - Cancellation or modification of paid leave  | ✗             | ✓               | ✗              |              |   |
| - Official summons  | ✗             | ✓               | ✗              |              |   |
| <b>Extension of equipment hire</b>  | ✗             | ✓               | ✗              | Max: €250    |   |
| <b>Equipment damage</b>   | ✗             | ✓               | ✓              | Max: €250    |   |

\* **IMPORTANT:** No day started will give rise to any compensation, whatever the event in question or the time it occurred.

|      |                  |
|------|------------------|
| Key: |                  |
| ✓    | = applicable     |
| ✗    | = not applicable |

## ARTICLE 4. TERRITORIALITY

Cover applies to Losses occurring in mainland France, unless otherwise stipulated below.

## ARTICLE 5. COVERAGE PERIOD

Unless the Cancellation Option is applied, cover is valid during the Package's validity period, within a maximum limit:

- of 1 day with a Daily Package,
- of 21 days with a Holiday Package valid for more than 1 day,
- from the ski resort's opening date until the last day it is open, with a Season Package.

## ARTICLE 6. BENEFITS

Losses are covered subject to exclusions and coverage limits as well as compliance with the declaration deadlines and formalities stipulated by the Policy.

## 6.1. Search and rescue fees

Cover is provided in the event of a Health Issue involving the Insured occurring during the practice of skiing or any other sporting activity, whether sliding or not, in the Underwriter's Ski Area.

With Season Package, cover is extended to neighbouring countries with which mainland France shares the same Ski Area, up to a limit of 5 "Discovery" days.

### 6.1.1. Mountain search and rescue fees

We will pay the cost of mountain search and rescue, **up to the amount shown in the Table of Benefits**.

Only the fees invoiced by a company duly authorised for these activities and mandated by the local authorities can be reimbursed.

To benefit from the coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- Invoices from rescue organisations.

### 6.1.2. Primary transport fees

We will pay, **up to the amount shown in the Table of Benefits**, the cost of the Insured's primary transport, i.e. the transfer from the Accident location to the nearest medical centre able to provide first aid and the return to the place where the Insured was staying on the date of the Accident.

These benefits are extended if an evacuation is directly carried out from the Accident location to a medical centre outside the resort, solely in the event of an emergency or medical necessity.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- The on-piste rescue slip.
- Invoices from rescue organisations and transporters.

### 6.1.3. Secondary transport fees

We will pay, **up to the amount shown in the Table of Benefits**, the cost of transfer from the resort and/or hospital to a more suitable medical centre and the cost of the return to the place where the Insured was staying on the day of the Accident.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- The transporter's invoice.

## ASIDE FROM THE GENERAL EXCLUSIONS, THE FOLLOWING ARE EXCLUDED:

- ADMINISTRATION FEES.

## 6.2. Medical fees

If the Insured is the victim of an Accident occurring in the Underwriter's Ski Area, we will pay, **up to the amount shown in the Table of Benefits**, the medical expenses (including pharmaceutical, transport, surgical and hospitalisation costs) remaining to be paid by the Insured after coverage and reimbursement by the social security system to which the Insured adheres and by any supplementary insurance scheme from which the Insured benefits.

It is specified that if the Insured's social security scheme does not intervene, we will not indemnify any fees incurred except with foreign Insureds.

Prior to the handling of any request, the Insured must therefore take all the necessary steps to recover their costs from the bodies concerned.

**Only fees incurred during the validity period of the insured Package, or for a maximum period of one month after an accident with the Season Package, may be reimbursed.**

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- Detailed medical certificate drawn up by the doctor consulted on-site during the holiday.
- Photocopies of the medical notes and/or prescriptions written by the doctor consulted on-site during the holiday.
- Original statements from social security and/or welfare bodies and supplementary insurance organisations providing proof of the reimbursements obtained.

**ASIDE FROM THE GENERAL EXCLUSIONS, THE FOLLOWING ARE EXCLUDED:**

- MEDICAL FEES INCURRED ABROAD EXCEPT IN NEIGHBOURING COUNTRIES WITH WHICH THE UNDERWRITER SHARES THE SKI AREA.
- MEDICAL FEES INCURRED AFTER THE PACKAGE VALIDITY PERIOD AND, WITH SEASON PACKAGES, 30 DAYS AFTER THE DATE OF THE ACCIDENT.
- FIXED EXCESSES DEDUCTED BY SOCIAL SECURITY BODIES.

**6.3. Interruption: reimbursement for unused days (ski Package and lessons, hired equipment and ski check services)**

If one of the following events arises, forcing the Insured to interrupt or suspend skiing or any other activity on snow, we will pay the price paid by the Insured for the following services, **up to the amount shown in the Table of Benefits**, on a pro rata basis for the services not used, excluding the insurance premium:

- Holiday Package: the Package, skiing lessons, hired equipment and ski check services.
- Season Package: the Package and ski check services.

**No day started will give rise to any compensation, whatever the event in question or the time it occurred.**

**6.3.1. Health issues or death**

Coverage will apply in the event of a Health Issue or death involving:

- the Insured, their spouse or live-in partner, their ascendants, descendants, brothers, sisters, sons-in-law or daughters-in-law.
- the person responsible for:
  - o looking after minors or disabled adults for whom the Insured is the legal guardian during the dates the Package is valid,
  - o replacing the Insured at their place of work during the dates the Package is valid.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- The medical certificate forbidding skiing or departure from the Domicile, the holiday location or the hospital. The date shown on the medical certificate is authoritative.
- A positive test in the event of infection by Covid-19.
- If the person concerned is not the Insured: a detailed statement explaining the reasons for which the Insured must imperatively interrupt or suspend the use of their Package.
- or the death certificate.
- In the event of a Health Issue involving the third party responsible for childcare and professional replacement: proof of the unavailability of the person concerned and the replacement agreement.

**ASIDE FROM THE GENERAL EXCLUSIONS, THE FOLLOWING ARE EXCLUDED:**

- AN ACCIDENT THAT OCCURRED OR GAVE RISE TO A SURGICAL PROCEDURE, REHABILITATION, AN ADDITIONAL EXAMINATION OR A CHANGE IN TREATMENT DURING THE THIRTY (30) DAYS PRIOR TO ENROLMENT,
- ILLNESS DIAGNOSED PRIOR TO ENROLMENT, WITH THE EXCEPTION OF FORMER CANCER PATIENTS:
  - o WHEN IT WAS DIAGNOSED BEFORE THE AGE OF 18 AND THE TREATMENT PROTOCOL WAS COMPLETED 5 YEARS AGO, WITH NO RELAPSES,
  - o WHEN IT WAS DIAGNOSED AFTER THE AGE OF 18 AND THE TREATMENT PROTOCOL WAS COMPLETED 10 YEARS AGO, WITH NO RELAPSES,
- COSMETIC TREATMENT (EXCEPT FOLLOWING A HEALTH ISSUE), PSYCHOLOGICAL OR PSYCHOTHERAPEUTIC TREATMENT, INCLUDING A NERVOUS BREAKDOWN, EXCEPT IN THE EVENT OF HOSPITALISATION FOR AT LEAST 3 DAYS,
- PREGNANCY, EXCEPT FOR ANY COMPLICATIONS ARISING FROM THIS STATE, MISCARRIAGE OR CHILDBIRTH AND THEIR CONSEQUENCES, IN THE MONTH PRIOR TO ENROLMENT,
- CARRYING OUT A SPA TREATMENT,
- MEDICALLY-ASSISTED PROCREATION OR AN ELECTIVE ABORTION, THEIR CONSEQUENCES AND RESULTING FEES,

## - PROCREATION OR PREGNANCY ON BEHALF OF A THIRD PARTY, THEIR CONSEQUENCES AND RESULTING FEES.

### 6.3.2. Fire, explosions, water damage, natural events

Cover is provided in the event of fire, explosion, theft, water damage or a natural event occurring at the Insured's Domicile or secondary residence or business premises in the 48 hours prior to their departure or during the validity dates of the Package, provided that over 50% of these premises are destroyed and the event requires the Insured's presence at the scene of the Loss to carry out the necessary protective measures.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- Proof of damage and the need for the Insured's presence.

## THIS COVERAGE IS NOT CONCERNED BY GENERAL EXCLUSION NO. 13.

### 6.3.3. Inability to access the resort

Coverage will be provided if the resort cannot be accessed by road, train, or plane, on the Package start date or during the following 5 days, due to: roadblocks, strikes, floods or natural events preventing the movement of traffic as confirmed by the Mayor of the city where the Package was obtained, the Insured's involvement in a traffic accident, the theft of the Insured's vehicle in the month prior to the first day on which the Package is valid.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- Any supporting document confirming the inaccessibility of the resort.

## 6.4. Equipment hire

We cover, **up to the maximum amount shown in the Table of Benefits**, the cost of hiring equipment paid for by the Insured, on their behalf, scheduled during the validity period of the insured Package in the event that a Loss covered in the "6.3. Interruption" article occurs.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- Invoice for equipment hire.

## 6.5. Cancellation Option

The reimbursement of unused Package days, ski lessons, ski check services and equipment hire is extended, **under the same conditions of cover**, to the period running from the date of enrolment until the validity start date of the Package, **up to the maximum amount shown in the Table of Benefits**.

In addition to the events covered regarding interruption, the following events are also covered in the event of cancellation, provided that the date of the event falls between the date on which the insurance is taken out and the Package's validity start date:

### 6.5.1. Pregnancy

Benefits apply if the Insured learns that she is pregnant and a medical doctor certifies that her state of health is incompatible with the practice of skiing and other sports activities, whether sliding or not, during the validity period of the Package.

### 6.5.2. Professional reasons

Benefits will apply in the event of:

- the Insured's redundancy or termination of contract.
- a job transfer, other than on disciplinary grounds, imposed by the employer, requiring the Insured to relocate during the validity period of the Package. This cover only applies to salaried staff.

- modification or cancellation of the dates of the Insured's paid holiday imposed by their employer, although this had been approved by the employer at the date of enrolment.
- obtaining salaried employment or a service assignment lasting at least three months if the Insured was registered as a jobseeker with the Pôle Emploi (job centre) on the date the Package was booked and the job offer was made after this date and provided that it does not involve an extension or renewal of a contract or a change in the type of employment contract.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- the redundancy letter,
- or the transfer letter,
- or the prior validation of the holiday leave and the letter confirming the cancellation or modification of this leave,
- or the promise of employment and any supporting documents proving registration with the Pôle Emploi.

**ASIDE FROM THE GENERAL EXCLUSIONS, THE FOLLOWING ARE EXCLUDED:**

- **DISMISSAL FOR GROSS MISCONDUCT.**

### 6.5.3. Divorce or separation

Benefits apply following a divorce or separation (PACS or civil partnership) registered with the court registry.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- Any supporting documents concerning the divorce or the separation.

### 6.5.4. Official summons

Cover applies if the Insured is summoned to a meeting that cannot be postponed and requires their presence for one of the following reasons:

- summons or notice to appear before a court as a jury member, witness or expert,
- notice to attend concerning the adoption of a child,
- notice to attend a medical appointment or for an organ transplant,
- notice to retake an examination as part of a higher education course.

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- A copy of the summons/notice and any supporting document confirming its compulsory nature.

## 6.6. Damage to sports equipment

In the event of accidental damage to the Insured's personal or hired sports equipment, we cover the cost of hiring identical replacement equipment **up to the amount shown in the Table of Benefits.**

To benefit from coverage, in addition to the documents requested in the article "Declaration of a Loss", you must send the following documents to us:

- for hired equipment: proof from the rental company that the damaged equipment has been presented to it, the initial rental invoice for the damaged equipment as well as the rental invoice for the replacement equipment.
- for personal equipment: the purchase invoice for the damaged equipment as well as the rental invoice for the replacement equipment.

**ASIDE FROM THE GENERAL EXCLUSIONS, THE FOLLOWING ARE EXCLUDED:**

- **IF HIRED EQUIPMENT IS DAMAGED: THE COST INVOICED BY THE RENTAL COMPANY FOR THEIR LOSS.**
- **IF PERSONAL EQUIPMENT IS DAMAGED: THE COST OF REPLACEMENT EQUIPMENT.**

## ARTICLE 7. EXCLUSIONS APPLYING TO ALL COVER

### THE FOLLOWING ARE EXCLUDED IN ALL CASES:

1. LOSSES CAUSED BY THE CONSUMPTION OF ALCOHOLIC BEVERAGES, DRUGS, NARCOTICS, PSYCHOTROPIC SUBSTANCES, STIMULANTS, MEDICINES NOT PRESCRIBED BY A DOCTOR OR ANY OTHER SIMILAR SUBSTANCES. IN THE EVENT OF A TRAFFIC ACCIDENT, TO DETERMINE THE EXISTENCE OR OTHERWISE OF SUCH AN INFLUENCE, WE REFER YOU TO THE LEGAL PROVISIONS CONCERNING THE DRIVING OF MOTOR VEHICLES AND THE SAFETY OF PEDESTRIANS APPLICABLE AT THE TIME THE INCIDENT OCCURRED,
2. INTENTIONAL ACTS, WILFUL MISCONDUCT.
3. CONSCIOUS NON-COMPLIANCE BY THE INSURED WITH CURRENT LAWS AND REGULATIONS IN THE STATE WHERE THE HOLIDAY IS TAKING PLACE.
4. THE INSURED'S SUICIDE, ATTEMPTED SUICIDE OR SELF-MUTILATION.
5. INVOLVEMENT IN BETTING, CRIMES OR ALTERCATIONS (UNLESS SELF-DEFENCE IS INVOLVED).
6. DAMAGE INTENTIONALLY CAUSED BY THE INSURED ON THEIR ORDERS OR WITH THEIR COMPLICITY OR COOPERATION.
7. HANDLING OR POSSESSION OF WAR DEVICES OR WEAPONS, INCLUDING THOSE USED FOR HUNTING.
8. CASES OF FORCE MAJEURE.
9. CIVIL OR FOREIGN WAR, RIOTS, SOCIAL MOVEMENTS, STRIKES, ACTS OF TERRORISM OR SABOTAGE.
10. AN ACCIDENT RESULTING FROM ANY NUCLEAR FUEL, RADIOACTIVE PRODUCT OR WASTE, ANY DEVICE INTENDED TO IRRADIATE OR TO EXPLODE THROUGH THE MODIFICATION OF THE NUCLEUS OF THE ATOM; AS WELL AS THEIR DECONTAMINATION, WHETHER IN THE COUNTRY OF DEPARTURE, TRANSFER OR DESTINATION.
11. A HEALTH ISSUE OR DEATH RESULTING FROM AN EPIDEMIC OR PANDEMIC RECOGNISED BY THE WORLD HEALTH ORGANISATION (WHO) OR ANY COMPETENT AUTHORITY IN THE COUNTRY OF YOUR PRINCIPAL RESIDENCE OR IN ANY COUNTRY YOU INTEND TO VISIT OR PACKAGE THROUGH, AND ORIGINATING IN AN INFECTIOUS PATHOGENIC AGENT UNKNOWN ON THE ENROLMENT DATE.
12. THE IMPOSITION OF QUARANTINE, CLOSURE OF BORDERS AND/OR INDIVIDUAL OR COLLECTIVE TRAVEL RESTRICTIONS ORDERED BY A COMPETENT AUTHORITY.
13. EARTHQUAKES, VOLCANIC ERUPTIONS, TIDAL WAVES, FLOODS OR NATURAL DISASTERS, UNLESS COVERED BY THE PROVISIONS OF ACT NO. 82-600 OF 13 JULY 1982 ON THE COMPENSATION OF VICTIMS OF NATURAL DISASTERS.
14. CONSEQUENTIAL DAMAGE TO THE ENVIRONMENT AFFECTING NATURAL ELEMENTS SUCH AS THE AIR, SOIL, WATER, FAUNA AND FLORA, WHOSE USE IS SHARED BY EVERYONE, AS WELL AS WELL AS RELATED AESTHETIC OR AMENITY-RELATED DAMAGE.
15. AN ACCIDENT CAUSED BY THE INSURED'S PRACTICE OF SPORTS IN AN OFFICIAL COMPETITION ORGANISED BY A SPORTS FEDERATION AND FOR WHICH A LICENCE IS DELIVERED AND TRAINING CARRIED OUT FOR COMPETITIONS.
16. ALPINISM IN HIGH MOUNTAINS ABOVE 3,000 METRES, BOBSLEIGHING, HUNTING DANGEROUS ANIMALS, AERIAL SPORTS SUCH AS ULM FLIGHTS, HANG-GLIDING, HOT-AIR BALLOONING, BUNGY JUMPING, SKELETON, POT-HOLING AND OFF-PISTE SKIING OUTSIDE THE SKI AREA, ROCK CLIMBING, ICE HOCKEY, SCUBA DIVING, SPRINGBOARD DIVING, CLIMBING, HORSE RIDING, WEIGHT-LIFTING, TOBOGGANING, AUTOMOTIVE SPORTS, ADVENTURE SPORTS SUCH AS RAFTING, KAYAKING OR WHITEWATER SWIMMING, CANOEING.
17. POLITICAL PROBLEMS POSING A RISK TO PERSONAL SAFETY.
18. THE DRIVING OF ANY VEHICLE IF THE INSURED DOES NOT POSSESS A LICENCE OR AN APPROPRIATE CERTIFICATE.

## ARTICLE 8. COVERAGE LIMITS

Coverage limits are set out in the **Table of Benefits**.

## ARTICLE 9. IN THE EVENT OF A LOSS

### 9.1. Declaration

Any Loss must be declared to MARSH within five (5) working days of the date on which it occurred.

**A LATE LOSS DECLARATION COULD ENTAIL LOSING THE RIGHT TO COVERAGE IF IT HARMS THE INSURER, UNLESS PROOF IS PROVIDED THAT THIS DELAY IS DUE TO A FORTUITOUS EVENT OR A CASE OF FORCE MAJEURE.**

Declarations must be made to the following address:

- online: [Ski Insured space \(monassuranceski.com\)](http://Ski Insured space (monassuranceski.com))
- by mail: Mon Assurance Ski – 1, rue du Languedoc CS 45001 91222 Brétigny-sur-Orge Cedex

### 9.2. Supporting documents

Requests for benefits must be accompanied by the following:

- A signed statement describing the exact and detailed circumstances of the Loss (including the date, time and location of the Loss).

- A copy of the Insured's identity papers.
- A copy of the ski lift Package,
- The insurance purchase invoice,
- Invoices for skiing lessons if applicable.
- For a Season Package subject to a full refund, the original Package must be sent to us (it will be returned to the skier at the end of the season).
- The Insured's bank details.

**If the Insured makes a claim following the occurrence of a Health Issue or pregnancy, they must authorise access to their medical information, otherwise no benefits will be provided.**

**We reserve the right to request any additional documents to assess the legitimacy of the request for indemnification.**

### **9.3. Assessment/Enquiry**

An expert or investigator may be appointed to assess the circumstances of the Loss and evaluate the amount of the insurance benefit.

### **9.4. Payment of the insurance benefit**

Any insurance benefit will be paid within ten (10) working days following the Loss declaration once the benefit conditions are fulfilled and subject to the application of a coverage exclusion or lapse.

## **ARTICLE 10. ENROLMENT LIFESPAN**

### **10.1. Formation**

Enrolment is carried out with the Underwriter either via a distance sale (telephone, internet, etc.) or directly in the resort at a cash desk, whether or not automatic.

### **10.2. Effective date and duration**

Enrolment will be effective from the purchase date of the Package until the expiry date indicated for the Package, and at the latest up to the last day the ski resort is open.

### **10.3. Withdrawal**

Pursuant to article L.112-2-1 of the French Insurance Code, **solely for Packages lasting more than one month**, the Adherent may cancel their enrolment with the Underwriter (if it was taken out more than 30 days before the Package start date) within 30 days of the effective enrolment date.

#### **10.3.1. Information document for exercising the right of withdrawal described in article L. 112-10 of the French Insurance Code**

You have the right to withdraw from this policy for a period of thirty (calendar) days from its signature date, with no costs or penalties applicable. However, if you benefit from one or more free insurance premiums, meaning that you are not required to pay a premium for one or more months when the policy starts, this period will only run from the date on which all or part of the first premium is paid.

You must meet the following four conditions to exercise your right of withdrawal:

- 1° You have taken out this policy for non-professional purposes only,
- 2° This policy is supplementary to the purchase of an item or service sold by a provider,
- 3° The policy from which you wish to withdraw has not been fully executed,
- 4° You have declared no losses covered by this policy.

Under these circumstances, you may exercise your right of withdrawal from this policy through a letter or any other durable medium sent to the insurer. The insurer is required to reimburse you for the premium you have paid within thirty days of your withdrawal.

Furthermore, to avoid a combination of insurance cover, you are asked to check that you are not already the beneficiary of cover for one of the risks covered by the policy you have taken out.

### 10.3.2. Procedure

"I, the undersigned, <surname, first name and address>, client reference no. <client reference shown in the policy>, withdraw from my collective insurance policy no. 1049405-4315. Executed in <Place>, on <date>, Signature: <signature> »

We will reimburse you for all insurance premiums paid within a maximum of thirty (30) complete calendar days from the date on which we receive your withdrawal request, on condition that no claim for compensation has been submitted or is in the process of being submitted and that no incident that could give rise to a Loss has occurred.

You may also choose not to benefit from your right to withdraw by requesting, if applicable, the implementation of cover provided for in this insurance policy.

### 10.4. Termination of enrolment

Enrolment ends:

- at the end of the coverage period,
- if you withdraw from the policy (article L. 112-10 of the French Insurance Code)
- in the event of non-payment of premiums (article L. 113-3 of the French Insurance Code),
- in the event of omission or inaccuracy in the risk declaration upon enrolment or during the policy period (article L. 113-9 of the French Insurance Code),
- if the insurer withdraws approval (article L. 326-12 of the French Insurance Code),

## ARTICLE 11. MISCELLANEOUS PROVISIONS

### 11.1. Time-bar limit

The time-bar limit is the period beyond which no claim is admissible. Any legal action arising from the Policy is time-barred as from the event giving rise to it under the conditions provided for in Articles L. 114-1 to L. 114-3 of the French Insurance Code.

**Article L. 114-1 of the French Insurance Code:** Any action arising from an insurance policy is time-barred after two years from the event giving rise to it. However, this period only runs:

1. In the event of concealment, omission or a false or inaccurate declaration concerning the risk involved, only from the date on which the insurer became aware of this;
2. In the event of a loss, only on the date on which the interested parties became aware of it, if they prove that they were unaware up to that point. If the insured's action against the insurer is based on the action of a third party, the time limit for action only runs from the day on which this third party took legal action against the insured or was compensated by the latter.

The time-bar limit is extended to ten years with life assurance policies if the beneficiary is a different person from the policyholder and, with insurance policies covering accidents to people, if the beneficiaries are the rightful beneficiaries of the deceased insured. With life assurance policies, notwithstanding the provisions of 2°, actions by the beneficiary are time-barred at the latest thirty years after the death of the insured."

**Article L. 114-2 of the French Insurance Code:** The time limit for action is interrupted by one of the ordinary causes for interrupting the time-bar limit and by the appointment of experts following a loss. The time limit for action may, however, be interrupted by the dispatch of a registered letter with acknowledgement of receipt to the insured by the insurer regarding action for payment of the premium and by the insured to the insurer regarding the settlement of indemnification.

The ordinary causes for interrupting the time limit for action (articles 2240 et seq. of the French Civil Code) are as follows: the recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit; the instigation of legal proceedings, even summary proceedings; a precautionary measure taken in line with the French Code of Civil Enforcement Proceedings or an enforcement order; the summons/notification referred to in Article 2245 of the French Civil Code.

**Article L. 114-3 of the French Insurance Code:** Notwithstanding article 2254 of the French Civil Code, the parties to the insurance policy may not, even by common consent, modify the time limit for action, or add to the causes of its suspension or interruption.

The ordinary causes for interrupting the time limit for action indicated in article L.114-2 of the French Insurance Code are those laid down in articles 2240 to 2246 of the French Civil Code, laid out below:

**Article 2240 of the French Civil Code:** "Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action."

**Article 2241 of the French Civil Code:** "The instigation of legal proceedings, even summary proceedings, interrupts the time limit for action and the time limit beyond which rights lapse. The same applies when the matter is brought before an incompetent jurisdiction, or when the deed of referral to the jurisdiction is cancelled because of a procedural irregularity."

**Article 2242 of the French Civil Code:** "Interruption resulting from the instigation of legal proceedings is effective until the proceedings end. "

**Article 2243 of the French Civil Code:** "The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed definitively."

**Article 2244 of the French Civil Code:** "The time limit for action or the time limit after which rights lapse is also interrupted by protective measures taken pursuant to the Code of Civil Enforcement Procedures or by an enforcement order."

**Article 2245 of the French Civil Code:** "One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all the others, even against their heirs."

Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the time limit for action with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. This summons/notification or this recognition interrupts the time limit for action with regard to the other co-obligees only for the share for which that heir is liable.

In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all the heirs of the deceased obligee, or all the heirs need to recognise the right."

**Article 2246 of the French Civil Code:** "Summons or notification made to the main obligee or the latter's recognition of the right interrupts the time limit for taking action against the guarantor."

## 11.2. Subrogation

In accordance with article L.121-12 of the French Insurance Code, the Insurer is automatically subrogated to all the Insured's rights and actions, up to the amount of the insurance indemnities paid.

## 11.3. Intentional or unintentional false declarations

**PURSUANT TO THE PROVISIONS OF ARTICLE L.113-8 OF THE FRENCH INSURANCE CODE, ANY INTENTIONAL MISREPRESENTATION BY THE ADHERENT THAT COULD ALTER THE INSURER'S OPINION OF THE RISK WILL RENDER THE CONTRACT NULL AND VOID, WITH ANY PREMIUMS PAID REMAINING FULLY ACQUIRED BY THE INSURER BY WAY OF DAMAGES.**

**IN THE EVENT OF CONCEALMENT OR UNINTENTIONAL FALSE DECLARATION, THE PROVISIONS OF ARTICLE L.113-9 OF THE FRENCH INSURANCE CODE WILL APPLY.**

## 11.4. Complaints

If you are dissatisfied, you must firstly submit your complaint by e-mail to: [reclamation.sam.loisirs@sam-assurance.com](mailto:reclamation.sam.loisirs@sam-assurance.com)

You will receive an acknowledgement of receipt for your complaint no later than 10 working days after the date it was submitted (unless the response to the complaint is provided within this deadline). You will be kept informed of progress in the examination of your situation and will receive (except in circumstances justified in writing) a reply no later than two (2) months after the submission of your letter of complaint.

If you are dissatisfied with the reply, you can refer the matter to the **Insurer's customer service department** (AREAS - 49, rue de Miromesnil 75380 Paris cedex 08, [www.areas.fr](http://www.areas.fr), "File a complaint" section), which will reply within the same time limit (which cannot run concurrently, i.e. within two (2) months of the date your letter of complaint was dispatched).

In any event, if the dispute remains unresolved upon expiry of the deadline of two (2) months from the submission of your complaint, you can refer the matter to the mediator, provided that no legal action has been brought:

- Online: [www.mediation-assurance.org](http://www.mediation-assurance.org)
- By letter to the following address: The Insurance Mediator – TSA 50110 – 75441 Paris Cedex 09.

The insurance mediator's opinion is not binding upon the parties, who are free to accept or refuse the mediator's proposed solution and to refer the case to the courts with jurisdiction in this respect.

## 11.5. Accumulation of insurance

In accordance with article L. 121-4 of the French Insurance Code, a person who is insured with several insurers through several policies, for the same interest and for the same risk, must immediately make each insurer aware of the other insurers. When communicating this information, the Insured must indicate the name of the insurer with which another insurance policy has been taken out and the amount insured. When several insurance policies are taken out non-fraudulently, each is effective within the limits of their coverage and in compliance with the provisions of the French Insurance Code.

#### **11.6. Law and language applicable to the policy**

Pre-contractual and contractual relationships are governed by French law. The French language applies.

Any litigation arising from the execution, non-execution or interpretation of the contract will be subject to the jurisdiction of French courts.

#### **11.7. Supervisory authority**

The authority in charge of supervising the Insurer and MARSH is the ACPR (Prudential Control and Resolution Authority) (4 Place de Budapest CS 92459 75436 Paris Cedex 09)

## APPENDIX 1: DATA PROTECTION POLICY

In accordance with article 6 of the General Data Protection Regulation, the processing of personal data is necessary for the

### Data Controller/Data Processors/Recipients

Within the framework of your requests (taking out a policy, enrolment, information, management, execution of the policy) MARSH collects data from you for the strict purposes described below.

MARSH acts as the Data Controller. The personal data collected may be shared with the following:

- the Insurer of the policy and any companies of the groups to which it belongs,
- public sector bodies,
- data processing staff, operating under the responsibility of our business partners or MARSH: subcontractors, technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors and outsourcing companies (complaints, IT, postal services, document management).

### Commitments

MARSH respects the following principles:

- your data are used only for explicit and legitimate purposes, determined in connection with our activity,
- only the data we need are collected,
- your data are not kept beyond the period necessary for the operations for which it was collected, or for those stipulated in the standards and authorisations of the CNIL (French data protection authority) or by law,
- your data are only communicated to partners (intermediaries, insurers, reinsurers, service providers or authorised professional bodies) that require it within the scope of our activities,
- we provide you with clear and transparent information, when drawing up a quotation, taking out or enrolling for a policy or handling a loss, in particular as concerns the purpose for which your data will be used, the optional or compulsory nature of your answers in forms and your rights in terms of data protection.

### Purposes

All personal data collected are only used for the following purposes:

- the creation of client prospectus files,
- the transfer, management (including commercial) and execution of your insurance policies,
- the fight against money laundering and the funding of terrorism, with the implementation of contract monitoring that may result in the drafting of a suspicious transaction report or the freezing of assets,
- the fight against insurance fraud, which may lead to inclusion in a list of people presenting a fraud risk,
- the collection of data concerning offences, convictions and security measures either at the time of taking out/enrolment in the insurance policy, or during its execution or in the context of litigation management,

execution of the insurance policy you have taken out or the execution of pre-contractual measures taken at your request.

- the analysis of all or part of the data collected about you, possibly cross-referenced with those of chosen partners, in order to improve our products (appetence scores) and customise your client journey (targeted offers and advertising).

We are legally required to verify that your data are accurate, complete, and, if necessary, up to date. We may ask you to verify your file or be led to add to it.

### Security

We undertake to ensure the security of your data by implementing data protection reinforced by the use of physical and software security means in accordance with professional practices and the standards imposed on us.

### Hosting

We host all your data in the European Union, or in a country offering an appropriate level of protection.

### Your rights

- Right of access: this allows you to obtain information on your personal data and to know which data are held, the purposes of their processing and their recipients.
- Right of rectification: this allows you to rectify your personal data when they are not accurate and add to those that are incomplete.
- Right to be forgotten: this allows you, under certain conditions, to have your data deleted, including in the following cases:
  - if your personal data are no longer necessary, given the purposes for their processing, and their retention no longer meets legal or administrative requirements.
  - if you withdraw your consent to their processing.
- Right of opposition: this allows you, under certain conditions, to object at any time to the processing of your personal data and to object to the data being used for marketing purposes.
- Right to the limitation of processing: this allows you, under certain conditions, to limit the processing of your personal data, i.e. the use that is made of them. For example, if your data are inaccurate, you may request that their processing be limited until they are corrected.
- Right to data portability: this allows you to request the transmission of your data in an easily reusable format and their forwarding to a third party.
- Advance directives: this allows you to lay down directives concerning what happens to your data after your death.

For more information on your rights, go to the CNIL website ([www.cnil.fr/fr/comprendre-vos-droits](http://www.cnil.fr/fr/comprendre-vos-droits)).

### Data Protection Officer:

You may exercise your rights with our Data Protection Officer via email ([privacy.france@marsh.com](mailto:privacy.france@marsh.com)); you must send a copy of your identification papers with your request.

**Data retention period:**

Personal data are kept by MARSH for a period of five (5) years from the enrolment end date or in accordance with the specific conditions set out below:

- In the event of a loss – five (5) years from the claim settlement.
- In the event of a loss involving bodily injury – ten (10) years from the loss event.
- For all information on complaints – five (5) years from receipt of the complaint.
- For all information on the insurance policy – five (5) years from its expiry, termination or cancellation.

Specific periods may apply in the context of financial and accounting obligations, in accordance with current regulations.

Personal data are not kept for longer than necessary. They are only kept for the purposes for which they were collected.

**Cold calling by telephone**

If you prefer not to be subject to commercial prospecting via telephone, you may add yourself at no cost to the BLOCTEL a list of people who object to cold calling by telephone.

For more information, visit [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)