

GENERAL TERMS AND CONDITIONS SNOWRISK CONTRACT N° 58.224.462

FOREWORD

General terms and conditions of the optional collective contract called "**SNOWRISK**", subscribed:

- By the **Association des Skis Clubs des Portes du soleil**, association declared with R.N.A. number W 744 001 264 and whose registered office is at 175 Taille de Mas du Pleney, 74110 MORZINE,
- with a view to the subscription of the Policy holders indicated below,
- with **EUROP ASSISTANCE** , A joint stock company with an equity capital of 35,402,786 euros, governed by the French Insurance Code, registered at the Nanterre company registration office under the number 451 366 405, with its registered office located at 1 promenade de la Bonnette, 92230 GENNEVILLIERS, in its position as Insurer.
- by the intermediary **GRITCHEN AFFINITY** , an Insurance broker, registered at the Bourges company registration office under the number 529 150 542 and registered with ORIAS under number 11 061 317, with its registered office located at 27 rue Charles Durand, CS70139, 18021 BOURGES CEDEX, in its position as managing broker.

Their purpose is to define the conditions and application limits of the insurance and assistance cover described below, as well as the mutual rights and duties of EUROP ASSISTANCE and the Policy holders.

The insurance cover and assistance services under this contract only apply to ski passes marketed by the ski lift companies of which the duration cannot exceed 21 days.

TABLE OF COVER AMOUNTS

INSURANCE COVER	Amounts including VAT*/per person
<input checked="" type="checkbox"/> SEARCH AND RESCUE COSTS - In continental France - In neighbouring countries No excess	Actual costs € 15,000
<input checked="" type="checkbox"/> FIRST TRANSPORT COSTS No excess	€ 300
<input checked="" type="checkbox"/> SECONDARY TRANSPORT COSTS Excess	€ 300 € 20
<input checked="" type="checkbox"/> INTERRUPTION OF SPORTS OR LEISURE ACTIVITIES - ONLY FOR TWO-DAY OR MORE PASSES - Refund of unused services (ski pass and ski lessons) Excess All partially used days will not be refunded	<i>Prorata temporis</i> with a maximum of € 350 € 30
<input checked="" type="checkbox"/> ACCIDENTAL DAMAGE TO SKIING EQUIPMENT - Breakage of personal or rented skis: refund of rental costs	€ 250
<input checked="" type="checkbox"/> -ADDITIONAL REFUND OF EMERGENCY MEDICAL COSTS FOLLOWING AN ACCIDENT THAT OCCURS DURING A SPORTS OR LEISURE ACTIVITY IN CONTINENTAL FRANCE Medical cost excess	€ 1,500 for French nationals or permanent residents (over 3 consecutive months) € 3,000 for non-residents € 40
<input checked="" type="checkbox"/> CRIMINAL DEFENCE AND PROCEEDINGS FOLLOWING AN ACCIDENT - ONLY FOR TWO-DAY OR MORE PASSES	€ 8,000 including VAT per event

* Rate as defined by applicable legislation

ASSISTANCE SERVICES	Amounts including VAT*/per person
<input checked="" type="checkbox"/> PERSONAL ASSISTANCE - Transport/Repatriation - Return of the policy holder's insured family members or of an accompanying policy holder - Replacement driver	Actual costs Return ticket + taxi fare Single ticket or driver
<input checked="" type="checkbox"/> ADVANCE ON HOSPITALISATION COSTS IN A FOREIGN COUNTRY ONLY	€ 3,000
<input checked="" type="checkbox"/> ASSISTANCE IN THE EVENT OF DEATH - Corpse transport - Casket or urn costs - Return of insured family members or an insured accompanying person - Identification of the body and death-related formalities Maximum per event	Actual costs € 2,300 Return ticket + taxi fare Round trip ticket and € 50/ night (max 10 nights) € 500,000

* Rate as defined by applicable legislation

GENERAL TERMS AND CONDITIONS

INSURANCE AND ASSISTANCE GENERALITIES

SOME ADVICE

If you fall ill or are injured, contact us as quickly as possible after having called the emergency services (Ambulance, fire brigade, etc.) for which We cannot be a substitute.

INSURANCE AND ASSISTANCE GENERALITIES

1. PURPOSE OF THE CONTRACT

The purpose of these General terms and conditions applicable to the optional insurance contract signed between EUROP ASSISTANCE (a company governed by the French Insurance Code) and the Subscriber, is to define the rights and duties of EUROP ASSISTANCE and the Policy holders defined hereinafter. This contract is governed by the French Insurance Code.

2. DEFINITIONS

In these General Terms and Conditions, the following words, whether in singular or plural form, and if their first letter is a capital letter, have the following definition:

ACCIDENT (PERSONAL)

Means a sudden and unexpected event caused by the sudden effects of an external factor suffered by the Policy holder and not intended by them and not connected in any way to an accident or Illness that existed prior to the subscription to the contract.

CLAIM

Means any fortuitous event that results in the coverage under these Terms and Conditions being triggered.

COM

Means the following overseas territories: Saint-Barthélemy, Saint-Martin, Saint-Pierre-et-Miquelon and French Polynesia.

DROM

Means Guadeloupe, French Guyana, Martinique, Mayotte and Reunion.

EVENT

Means any situation defined by these General terms and conditions to be a cause of a request to the Insurer to provide cover.

EXCESS

The remaining part of the costs you must pay.

FAMILY MEMBER

Family member means, the spouse, civil partner, or partner living under the same roof, the Policy Holder's legitimate, natural and adopted children, their father and mother, brothers and sisters including the children of a direct ascendant's spouse or partner, the grandparents, parents-in-law (i.e. the spouse's parents), or the Policy holder's grandchildren.

FRANCE

Means Continental France and Monaco

FOREIGN COUNTRY

Means all countries except your country of Residence and the excluded countries.

HOSPITALISATION

Any admission of a Policy holder to a hospital centre (hospital or clinic) proven by a hospital admissions form prescribed by a medical doctor, consecutive to an Illness or Accident, and requiring at least one night in the establishment.

IMMOBILISATION

Physical (total or partial) incapacity to travel confirmed by a doctor following an Illness or an Accident and requiring rest on site. It must be supported by a medical certificate or, depending on the Policy holder in question, by a detailed sick leave certificate.

ILLNESS

Means a pathological condition diagnosed by a medical doctor, which is of a sudden and unforeseeable nature and requires medical attention.

INSURANCE / ASSISTANCE

Means EUROP ASSISTANCE, A joint stock company with an equity capital of € 35,402,786, governed by the French Insurance Code, registered at the Nanterre company registration office under the number 451 366 405, with its registered office located at 1 promenade de la Bonnette, 92230 Gennevilliers.

For the “legal defence and proceedings” cover: Means L'EQUITE, A joint stock company with an equity capital of € 26,469,320, governed by the French Insurance Code, registered at the Paris company registration office under the number 572 084 697, with its registered office located at 2 rue Pillet-Will, 75009 PARIS.

In this document, both companies, EUROP ASSISTANCE or L'EQUITE are replaced by the term “We” or “Us”.

POLICY HOLDER

Means the holders of a currently valid ski pass (of which the duration cannot exceed 21 days), marketed by the Ski lift companies and who have subscribed to the “**SNOWRISK**” contract. These persons must reside in France, Switzerland, Monaco, the COMs (French overseas territories), DROMs (French overseas départements and regions), in New Caledonia or in a European Union member country.

In this document, Policy holders are also referred to by the term “You”.

RESIDENCE OR HOME

Your main and usual place of residence, declared as such on your income tax returns. It must be located in France, Switzerland, Monaco, the COMs (Overseas territories), DROMS (overseas départements and regions), in New Caledonia or in a European Union member country.

SPORTS OR LEISURE ACTIVITIES

Means the individual amateur practise of any sports disciplines or activities during a stay in the mountains when the ski resorts are open.

SUBSCRIBER

Means the Association des Skis Clubs des Portes du soleil as referred to in the document header.

3. CONDITIONS AND APPLICATION

• Application conditions

We will take action on the strict condition that the event that led Us to provide the service was uncertain at the time of the Claim event.

Our intervention cannot be a substitute for the intervention of local public services, or of any services We would have a duty to call upon under local and/or international regulations.

• Transport tickets

When transport is organised and paid for under the terms of these General Terms and Conditions, the Policy holder undertakes, either to reserve us the right to use the transport tickets They hold, or to refund Us the amounts they are refunded by the organisation that issued the tickets.

*** Type of covered passes**

The Insurance cover and assistance services under these terms and conditions only apply to ski passes marketed by the ski lift companies of which the duration cannot exceed 21 days.

• Territorial cover

All the coverage defined below applies to Continental France and the neighbouring countries (subject to them having a shared skiing domain) **except for the “Additional medical and hospitalisation cost refund” cover which only applies to Continental France.**

4. INTERVENTION CONDITIONS

In an emergency it is imperative to contact primary local emergency services for all problems under their remit.

In all cases, our intervention cannot be a substitute for the intervention of local public services, or of any organisation we would have a duty to call upon under local and/or international regulations. In order for Us to be able to take action: We recommend that You prepare your call.

We will ask You for the following information:

- your surname(s) and first name(s),
- your pass number
- Your exact location, the address and a phone number where You can be reached,
- your contract number.

You must imperatively:

- call Us at the following phone number without delay: 01 41 85 90 19 (or +33 1 41 85 90 19 from outside France), fax: 01 41 85 85 71 (+33 1 41 85 85 71 from outside France).
- you must obtain our prior approval before taking any initiatives or committing to any expenditure,

- You must comply with the solutions We recommend,
- Provide Us all the elements relating to the subscribed contract and in particular the original of the ski pass featuring the subscription to the **SNOWRISK** pack,
- Provide Us all supporting documents for the expenditure for which you are claiming the refund.

We reserve the right to request any proof to support any request for assistance or insurance claims (death certificate, proof of family relationship, proof of the age of children, proof of Residence, proof of expenses, and your tax due notice on condition that all information on it other than your name, address and persons living in your tax household have been redacted).

Any expenditure committed to without our prior permission will not be refunded or paid.

YOU WISH TO MAKE A CLAIM COVERED BY THE INSURANCE COVERAGE:

You or any person acting on your behalf, must declare your claim within 8 days:

- online using form www.snowrisk.com
- by letter to
GRITCHEN AFFINITY
SERVICE SINISTRE MONTAGNE
27 rue Charles Durand
CS70139
18021 BOURGES CEDEX
- by email to ski@gritchen.fr

If You do not meet these deadlines, You will lose the benefit of your contractual cover for this claim if we can prove that the delay caused Us a prejudice.

1. SEARCH AND RESCUE COSTS, FIRST TRANSPORT COSTS, SECONDARY TRANSPORT COSTS

1.1. MOUNTAIN SEARCH AND RESCUE COSTS

We pay for mountain search and rescue costs in the context of the practise of a Sports or leisure activity (including off-piste skiing) **up to the amount indicated in the Table of Coverage Amounts.**

Only costs invoiced by a company that is properly approved for these activities can be refunded.

1.2. FIRST TRANSPORT COSTS

In the context of the practise of a Sports or leisure activity, in the event of an Accident We will pay, **up to the amount indicated in the Table of Coverage Amounts**, the first transport costs for the Policy holder from the location of the Accident to the nearest medical centre that can administer first aid, and the return to the beneficiary's stay location on the day of the Accident.

The cover is extended in the case of evacuation directly from the location of the Accident to a medical centre outside the resort but only in the case of an emergency or medical necessity.

1.3. SECONDARY TRANSPORT COSTS

In the context of the practise of a Sports or leisure activity, We will pay, **up to the amount indicated in the Table of Coverage Amounts**, the costs for the transfer from the resort and/or a hospital to a more suitable medical centre as well as the costs of the return to the Policy holder's stay location on the day of the Accident.

An Excess, of which the amount is indicated in the Table of Coverage Amounts, is applied in all cases per Policy holder and for the duration of the contract.

2. INTERRUPTED SPORTS AND LEISURE ACTIVITIES - ONLY FOR TWO-DAY OR MORE PASSES

2.1. WHAT WE COVER

We will refund You prorata temporis, up to the amounts **indicated in the Table of Coverage Amounts**, the cost of ski passes and/or ski lessons that have already been paid but not used when You are forced to interrupt these activities for one of the following reasons:

- An Accident on the skiing domain during the ski lift opening hours that, in the opinion of a medical doctor, prevents the practise of the Sports and leisure activity and is proven by the presentation of a detailed medical certificate,
- An Illness resulting in the unplanned admission to hospital of the Policy holder for more than 24 consecutive hours, involving the prohibition to ski for the duration of the stay

Any partially used days will not be refunded.

2.2. HOW MUCH IS THE COMPENSATION?

The compensation is:

- proportional to the number of unused sports or leisure activity pass days, due starting from the day the covered activities were completely halted. Any partially used days will not be refunded,
- calculated based on the total price per person for the activity pass, supported by the original invoices, and **up to the amount indicated in the Table of Coverage Amounts.**

An Excess, of which the amount is indicated in the Table of Coverage Amounts, is applied in all cases per Policy holder and for the duration of the contract.

The calculation of the compensation does not include administrative fees and insurance costs, as well as refunds or compensation awarded by the organisation from which You purchased your activities.

2.3. WHAT ARE YOUR DUTIES IN THE EVENT OF A CLAIM?

Your declaration must be accompanied by:

The originals of the "ski, pass" and/or "ski lessons" as well as supporting documents issued by the ski domain operators, along with proof of the events that led to the total or partial non use

3. SKI EQUIPMENT BREAKAGE

If you break your personal or rented skis, on presentation of original supporting documents, We will refund You the cost of the rental of an equivalent pair of replacement skis for a maximum of 8 days, up to the maximum amount indicated in the **Table of Coverage Amounts**.

This refund will be made on presentation of the following supporting documents:

- if your skis are broken: the purchase invoice for your skis and the ski rental invoice,
- if rented skis are broken: the initial rental invoice for the broken skis as well as the rental invoice for the replacement skis.

4. ADDITIONAL REFUND OF EMERGENCY MEDICAL COSTS FOLLOWING AN ACCIDENT THAT OCCURS DURING A SPORTS OR LEISURE ACTIVITY IN FRANCE

To benefit from these refunds You must be covered by national health primary cover (social security) or be covered by any other healthcare organisation and, on your return to your country of Residence or on site, carry out all the formalities required to recover these costs from the relevant organisations and send us the documentary proof mentioned below.

For the application of this cover, please remember that the term "France" means continental France, Monaco and the DROM. Policy holders who reside in a DROM will not, therefore, be considered as travelling in a Foreign country when they are in continental France or Monaco, and vice versa.

Before travelling to a Foreign country, We advise You to obtain the forms suitable for the trip type and duration, as well as for the country You are travelling to (for the European Economic Area and Switzerland, apply for a European Health Insurance Card). These different forms can be obtained from your local Health Service so that, if You fall ill or have an Accident, your medical costs will be directly covered by your Health Service.

4.1. Types of healthcare costs entitling to additional refunds:

The additional refund covers the costs defined below, on condition that they cover healthcare received in continental France consecutive to an Accident that occurred during a sports or leisure Activity in continental France:

- medical fees,
- the cost of medication prescribed by a doctor or surgeon,
- ambulance or taxi costs ordered by a medical doctor for local travel,
- Hospital costs if our medical doctors consider You cannot be transported after they have collected information from the local medical doctor. The additional refund of these Hospital costs ceases on the day we are able to transport you, even if You decide to remain.

4.2. Refund amount and procedure:

We will refund You the cost of healthcare incurred in continental France and remaining at your expense once the Social security, mandatory private health insurance and/or any other provident society have made their payments **within the limits of the amounts in the Table of Coverage Amounts**.

An Excess, of which the amount is indicated in the Table of Coverage Amounts, is applied in all cases per Policy holder and for the duration of the contract.

You (or your beneficiaries) undertake to carry out all the necessary formalities to recover these costs from the organisations in question on site or on your return to your country of Residence, and to send Us the following documents:

- original social security statements and/or health insurance statements proving the refunds obtained,
- photocopies of the medical care invoices supporting the expenses.

Failing this, We cannot proceed with the refund.

If Social security and/or the organisations You pay contributions to do not cover the paid medical costs, We will refund You **up to the maximum amount indicated in the Table of coverage**, for the duration of the contract, on condition that You first supply the original medical invoices and a certificate from Social Security, healthcare insurance or any other health insurance organisation stating that the costs are not covered.

5. CRIMINAL DEFENCE AND PROCEEDINGS FOLLOWING AN ACCIDENT - ONLY FOR TWO-DAY OR MORE PASSES

This service is provided by L'EQUITE, a joint stock company with an equity capital of 26,469,320 euros, registered at the Paris company registry office under number B 572 084 697, with its registered office at 2, rue Pillet-Will - 75009 Paris.

Glossary

For the Criminal defence and proceedings cover, the following words, when they start with a capital letter, have the following meanings:

- **Costs:** Any amount listed exhaustively in article 695 of the French Civil Procedure Code such as: duties, taxes, fees or emoluments paid to the secretariats of jurisdictions other than those due for the documents produced by the parties to support their claims, translation costs when made necessary by regulations, witness compensation, payments to technicians, costs according to a price schedule, the emoluments of public or justice officers and the payment of lawyers subject to it being regulated, including barrister fees.
- **Generating fact:** This is the Fact that generated the covered claim, i.e. the occurrence of any event or fact that constitutes a claim of which you are the originator or the recipient.
- **Dispute:** A conflictual situation opposing You to a Third party. This can be out of court or legal proceedings in which You enforce a right or resist a claim from a Third party.
There is no Dispute if You refuse the settlement of the dispute for no valid reason.
- **Claim:** A Claim is considered to be the explicit or tacit refusal to settle a claim of which You are the author or the recipient.
- **Third party:** Any person who is not a party to the contract.

5.1. OUR SERVICES

When You are faced with a covered Claim, We will undertake:

- following the examination of the case in question, to advise You on the extent and the consequences of the case considering your rights and duties,
- whenever possible, to provide You with our assistance out of court in order to obtain a result as compliant with your interests as possible,
- when necessary, under the terms of article 5 "Financial cover", to pay the costs necessary to the exercise or defence of your rights either out of court or in court.

5.2. SCOPE OF OUR INTERVENTION

We will cover your legal defence and your legal proceedings in the following field, except for the exclusions defined in article 3 "What we exclude".

Accident and travel protection

We will pay for the defence of your interests:

- in the context of any proceedings for the financial compensation of the prejudice you have suffered if You are the victim of damage to property or physical injury involving the liability of a Third party,
- before any criminal jurisdictions if You are accused as the author or the co-author of an offence in which an Accident is involved.

5.3. WHAT WE EXCLUDE

In addition to the exclusions defined in the contract, the "Legal defence and proceedings" cover does not apply:

- to disputes that are not within the scope of the limitations defined in article 2 of this contract,
- to Claims made against You for damage involving your civil liability,
- to Disputes You were aware of when you subscribed to the cover,
- to Claims of which the Generating fact occurred before the cover was subscribed to,
- to Disputes that may arise between You and EUROP ASSISTANCE or between You and Us,
- to proceedings and claims resulting from a crime or offence qualified by a deliberate or intentional act,
- to Disputes resulting from driving a vehicle under the influence of alcohol or narcotics or medication that was not medically prescribed or the refusal to be subjected to test operations,
- to Disputes resulting from driving without a licence or the refusal to surrender a licence,
- to Disputes relative to a hit and run or rebellion against a police officer,
- to Disputes relating to acts in a civil or foreign war, riots, popular uprisings or terrorist attacks,
- to Disputes involving your private life,
- to Disputes that are not covered by the territorial jurisdiction of the countries in which the cover is provided.

5.4. COVER CONDITIONS

For the cover to apply, Your premium must be paid and the Claim must meet the following conditions

- the Claim date must be between the date the cover comes into effect and the date it expires,
- the Generating fact must occur after the date the cover takes effect.
- From a legal point of view:
 - concerning defence, We will take action before the courts in the destination zone country in which the cover is provided,
 - for legal proceedings, We will take action in court before all territorially competent French jurisdictions,
 - for legal proceedings only, your prejudice in principal must be at least equal to 275 euros,
 - You must have the necessary and sufficient proof available to prove the reality of your prejudice to the courts.

5.5. FINANCIAL COVER

COVERED COSTS

In the event of a covered Claim:

- out of court, We will pay the fees of experts or specialists We mandate or that You may mandate with our prior and formal permission, for a claim amount in principal at least equal to 275 euros and up to a maximum of 1,000 euros including VAT per Claim.
- in court, We will pay up to a maximum of 8,000 euros including VAT per Claim, whatever the number of beneficiaries:
 - the costs of procedural documents such as bailiff reports, carried out with our prior and formal agreement,
 - taxable bailiff or mandated legal expert costs in your interest and of which the intervention is required to continue the covered proceedings,
 - non-taxable lawyer's fees as indicated in the "Choice of lawyer" article.

In the event of a settlement transaction, the Insurer will pay for the lawyer's fees **within the limits of the amount that would have been applied if the proceedings had been completed.**

NON-COVERED COSTS

The following costs are not covered:

- **legal consultancy fees or procedural fees that were incurred before the Claim was declared, unless You can prove the urgency of having incurred them beforehand,**
- **bailiff fees and emoluments,**
- **criminal bail, criminal, tax and civil fines or all assimilated payments.**
- **investigator costs and fees,**

The cover does not include any amounts of any type that You will be required to pay or refund the opposing party, such as:

- **the principal, costs and interests, damages, penalties,**
- **the Costs,**
- **sentences you are liable for under article 700 of the French Civil Procedure Code, articles 475-1 or 800-1 or 800-2 of the French Criminal Procedure Code, article L761-1 of the French Administrative Justice Code, or any other legislation that may complete or replace them, or any similar sentences pronounced by the relevant jurisdiction.**

CHOICE OF LAWYER

In the event of a Claim, as well as if there is a conflict of interest between Us concerning the Claim, You have the possibility of freely choosing the lawyer required to settle, assist or represent You. All changes of lawyers must be notified to Us immediately. You will privately negotiate the lawyer's costs and fees.

This free choice option is exercised to your benefit, according to the following alternative:

- If you use your lawyer, You pay their costs and fees directly. You can request that We refund the said costs and fees within the maximum limit defined in the "Maximum coverage amounts - Lawyers' fees" table, as indicated below. In that case the compensation will be paid within 4 weeks of the receipt of the documents supporting your request. If you explicitly request it, We can pay these amounts directly to your lawyer within the same contractual limits.
If You have made a down payment to your lawyer, We can refund it as an advance on the amount of your compensation. Nevertheless, this advance payment cannot exceed half the compensation amount defined in the "Maximum coverage amount - Lawyers' fees" table. The balance of our compensation will be paid on completion of the proceedings.

Caution: subject to the non-payment of the contractual amounts, You must:

- Obtain our agreement before the settlement of any transaction with the opposing party,
 - Provide all paid fee invoices accompanied by a full copy of all procedural documents or court orders or of the protocol agreement signed by the parties.
- If You require the assistance of our correspondent lawyer mandated by us following a written request from you, if the Claim is covered by a French jurisdiction or located on the territory of the European Union or Monaco, We will directly pay the covered

costs and fees within the maximum limit of the amounts defined in the “Maximum coverage amounts - Lawyers’ fees” table, any additional amounts will be at your expense.

5.6. MAXIMUM COVERAGE AMOUNT - LAWYERS’ FEES

The maximum defined amounts include miscellaneous costs (travel, secretariat, photocopies), duties and taxes, and are the maximum we will pay.	Amount in euros including VAT
Assistance	
• Intervention out of court	150 euros per intervention
• Expertise meeting, investigative measures, Commission	500 euros per intervention
• Civil or Criminal mediation	500 euros per case
• All other interventions	200 euros per case
Proceedings before all jurisdictions	
• Emergency proceedings, requests or Orders	500 euros per ruling
Lowest Instance	
• Local judge • Small claims court	650 euros per case
• Police courts, children’s judge or court	500 euros per case
• Public prosecutor	200 euros per intervention
• Criminal court	2,000 euros per case
Court of first instance • Performance Jurisdiction • Misdemeanour jurisdiction • Other proceedings on the merits	400 euros per ruling 850 euros per case 1,200 euros per case
Appeal	
• Criminal appeal • Other proceedings on the merits	850 euros per case 1,200 euros per case
Supreme court, Council of State	2,100 euros per case
All other jurisdictions	650 euros per case
Out of court settlement • completed without the signature of a protocol • completed and resulting in a protocol signed by the parties and approved by L'EQUITE	500 euros per case 1,000 euros per case

PROCEEDINGS MANAGEMENT

In the case of court proceedings, You will direct, manage and follow up the Claim with the help of your lawyer.

5.7. OPERATION OF THE COVER

CLAIM DECLARATION

In order for Us to be able to take effective action, You must make your declaration in writing to the insurer of which the references are indicated on the contract as soon as possible.

APPLICATION OF THE COVER

On receipt, your case will be processed as follows:

1 - We will inform You of our position regarding the cover, it being agreed that We may ask You to communicate all documents relative to the Dispute and any other information in your possession without restriction or reserves.
In compliance with the terms of article L 127-7 of the French Insurance Code, We have a duty of professional secrecy.

2 - We will give You our opinion on the opportunity of settling or undertaking legal proceedings both as claimant and as defence. Disagreements on these matters will be settled according to the procedures defined in chapter 8 “Arbitration”.

MULTIPLE COVER

If You are covered for the risk We provide by several policies, You must inform Us of the fact at the latest when you declare your Claim.

It is agreed that You can use the insurer of your choice to cover the Claim.
The coverage provided by policies taken out without fraud have effect within the defined contractual limits.
If you engaged in deceit or fraud, the sanctions defined by article L 121-3 of the French Insurance Code are applicable.

PERFORMANCE OF COURT ORDERS AND SUBROGATION

In the framework of our cover, We will pay for bailiff costs other than those listed in the “Non-covered costs” article in order to enforce the court order in your favour.

When the opposing party must pay the Court costs, we are subrogated your rights and actions up to the amounts We paid in application of this contract.

When You are awarded a procedural indemnity by application of the provisions of article 700 of the French Civil Procedure Code, article 475-1 or 800-1 or 800-2 of the French Criminal Procedure Code or article L761-1 of the French Administrative Justice Code or any other legislation providing for equivalent types of compensation, this amount is to Your Benefit in priority for the costs remaining at your expense, and then will be for Our benefit within the limits of the amounts We compensated.

COVER FORFEITURE

Your cover may be forfeited:

- if You deliberately make incorrect statements of facts or about the events that generated the Claim, or more generally, about any element that could be used to settle the Dispute,
- if You use or intentionally produce incorrect or fraudulent documents,
- if You make a settlement transaction with the opposing party without our prior explicit agreement.

5.8. ARBITRATION

In compliance with the terms of article L127-4 of the French Insurance Code, in the event of a disagreement between You and Us on the measures to take to settle the Dispute that is the subject of the covered Claim, the disagreement can be submitted to the arbitration of a third party appointed by mutual agreement between the parties or, failing that, by the President of the Court of First Instance that has territorial jurisdiction in the form of an emergency ruling. The cost of the implementation of this option will be paid by us, unless the President of the Court of First Instance orders otherwise considering the abusive nature of your request.

If, against our advice and/or the advice of the third party, You undertake legal proceedings at your own expense and obtain a ruling more favourable than ours or what the third party proposed, we undertake, in the context of your cover, to pay for the legal and lawyers' costs You incur in compliance with article 5 “Financial cover”.

Nevertheless, in order to simplify the management of this disagreement, if You have called on the services of a person who is authorised to give legal advice under regulations on the measures to take to settle the Dispute that is the subject of the covered Claim, We undertake to comply with the opinion of that person.

In that case, We will pay for the eventual consultancy fees of this person within the contractual limits of the “Maximum coverage amount - Lawyer's fees” table which features in the special terms and conditions for the “Assistance - Civil mediation” cover.

5.9. CONFLICTS OF INTEREST

If, when the Claim is declared, or during the Claim, a conflict of interest were to arise between You and Us, in particular when the Dispute opposes us to another Policy holder, You may be assisted by a lawyer chosen in compliance with the “Choice of lawyer” article. You may also use the arbitration procedure defined in article 8 “Arbitration”.

ASSISTANCE

ASSISTANCE SERVICES: WHAT WE COVER

1. PERSONAL ASSISTANCE

1.1. TRANSPORT/REPATRIATION

If a Policy holder suffers from an Illness or Injury, the Europ Assistance doctors will contact the local doctor in charge of the Policy holder's care following the event.

The information collected from the local doctor and eventually the Insured party's usual general practitioner, will allow Europ Assistance to trigger and organise, based on medical requirements only:

- either the return of the Policy holder to their Home,
- or their transport, where applicable under medical supervision, to a suitable hospital establishment close to their Home, by light medical vehicle, ambulance, sleeper train, 1st class train (sleeper or seat), economy class plane or medical plane.

Similarly, exclusively based on medical requirements and on decision by Europ Assistance doctors, Europ Assistance can, in some cases, initiate and organise initial transport of the Policy holder to a local healthcare centre before considering a return to an establishment close to the Policy holder's Home.

Only the Policy holder's medical condition and compliance with applicable health regulations are considered when deciding on transport, the choice of means of transport, and the choice of the eventual location for hospitalisation.

1.2. RETURN OF THE POLICY HOLDER'S FAMILY MEMBERS OR OF AN ACCOMPANYING POLICY HOLDER

When we repatriate You, and depending on our Medical Department's opinion, We organise the transport of your insured Family members or of an insured person who was travelling with You to accompany You on your return, if possible.

This transport will be:

- either with You,
- or separate.

We pay for the transport of these insured persons by train in 1st class or by plane in economy class, as well as taxi fares on departure so that they can travel from the travel location to the station or airport, and on arrival from the station/airport to the Residence.

1.3. ADVANCE ON HOSPITALISATION COSTS (FOREIGN COUNTRY ONLY)

For the application of this service, please remember that the term "France" means continental France, Monaco and the DROM. Policy holders who reside in a DROM will not, therefore, be considered as travelling in a Foreign country when they are in continental France or Monaco, and vice versa.

If you fall ill or are injured during your stay in a Foreign country, as long as You are in hospital, We can advance your Hospitalisation costs **up to the amounts indicated in the Table of Coverage Amounts**

This advance will be paid subject to meeting all the following conditions:

- for care prescribed in agreement with our doctors,
- as long as our medical doctors consider You cannot be transported based on information from the local medical doctor.

No advances are given from the day We are able to transport You, even if You decide to remain.

In all cases, You undertake to refund Us this advance payment at the latest 30 days after receiving our invoice. If you fail to pay by this date, the Subscriber undertakes to refund Us this advance within a maximum of 30 days from our request, and the Subscriber will be free to recover the amount from You, if it so wishes.

To be refunded Yourself, You must follow the necessary procedure to recover your medical costs from the relevant organisations.

This duty applies even if You have undertaken the refund procedures listed above.

1.4. REPLACEMENT DRIVER

If you fall ill or are injured during your stay. If your state of health prevents You from driving your vehicle, and if none of the passengers can replace You, we will make available:

- either a driver to take the vehicle back to your Residence using the most direct route We will cover the driver's travel expenses and salary,
- or a 1st class train ticket or economy class plane ticket from your Country of residence either for You to recover your vehicle at a later date, or for a person of Your choice to bring the vehicle back.

Driving costs (fuel, possible tolls, ferries, hotel and restaurant costs for possible passengers) remain at your expense.

The drivers operate under regulations applicable to their profession. This cover applies if your vehicle is properly insured and in perfect working order, compliant with the national and international Highway codes and has met mandatory MOT standards. Failing this, We reserve the right not to send a driver and in replacement We will provide you with a 1st class train ticket or an economy class plane ticket so that You can go and collect the vehicle.

2. ASSISTANCE IN THE EVENT OF DEATH

2.1. CORPSE TRANSPORT AND CASKET COSTS FOR A DECEASED POLICY HOLDER

The Policy holder dies during their stay: We will organise and cover the cost of the transport of the policy holder's corpse to the funeral location in their country of Residence.

We will also cover all the costs required for preparation treatments and other specific transport costs only, all other costs being excluded.

Furthermore, We will participate in the casket or urn costs that the family will purchase from the funeral contractor of their choice, **up to the amount indicated in the Table of coverage Amounts**, when the original invoice is provided to us.

The other costs (in particular the ceremony, local transport, burial) remain payable by the family.

2.2. RETURN OF THE POLICY HOLDER'S FAMILY MEMBERS OR AN INSURED ACCOMPANYING PERSON IN THE EVENT OF THE DEATH OF A POLICY HOLDER

When applicable, We organise and pay for the return of an insured person or insured Family members who were travelling with the deceased, so that they can attend the funeral, if the initially scheduled means of transport for their return to the country of Residence cannot be used, by train in 1st class or by plane in economy class as well as taxi fares on departure and arrival.

2.3. IDENTIFICATION OF THE BODY AND DEATH-RELATED FORMALITIES

If the Policy holder dies alone at their stay location or was accompanied by under age children, and/or if the presence of a Family member or friend is required to identify the body and complete repatriation or cremation formalities at the stay location, We will organise and cover the cost of the round trip by train in 1st class or by plane in economy class for this person from the Country of residence of the deceased Policy holder to the place of death, as well as their accommodation costs, **within the limits indicated in the Table of Coverage Amounts.**

EXCLUSIONS SPECIFIC TO ASSISTANCE SERVICES

We can never be a substitute for local emergency services.

In addition to the general exclusions applicable to the contract featured in the "What are the general exclusions applicable to the contract?" paragraph in the "CONTRACT FRAMEWORK" section, the following are excluded:

- the consequences of the exposure to infectious biological agents released intentionally or accidentally, to chemical agents of the combat gas type, to incapacitating agents, to neurotoxic agents or agents with residual neurotoxic effects,
- the consequences of your deliberate actions or the consequences of fraudulent acts, attempted suicides or suicides,
- pre-existing illnesses and/or injuries that have been diagnosed and/or treated by continuous Hospitalisation, day Hospitalisation or outpatient Hospitalisation during the 6 months prior to any request, whether the event is the appearance or the deterioration of the said condition,
- costs incurred without our agreement, or not explicitly defined by these contractual general terms and conditions,
- expenses not proven by original documents,
- Claims occurring in countries that are excluded from the cover or outside the contract's validity period, and especially beyond the duration of the planned trip to a Foreign country,
- the consequences of incidents occurring during motor sport events, races or competitions (or their trials), subject to prior authorisation from public authorities under applicable regulations if You participate as a competitor, or during trials on circuits subject to prior approval by public authorities, even if You are using your own vehicle,
- trips undertaken in order to obtain a diagnosis and/or medical treatment, or plastic surgery, their consequences and the resulting costs,
- the organisation and payment of the transport defined in the "TRANSPORT/REPATRIATION" section for benign disorders that can be treated on site and that do not prevent You from continuing your Trip,
- request for assistance relating to medically assisted procreation or abortions, their consequences and the resulting costs,
- requests relative to surrogate procreation or childbearing, its consequences and the resulting costs,
- medical devices and prostheses (dental, hearing, medical),
- spa treatments, their consequences and their resulting costs,
- medical costs incurred in your country of Residence,
- scheduled admissions to hospital, their consequences and their resulting costs,
- optician costs (spectacles and contact lenses for example),
- vaccines and vaccination costs,
- medical check-ups, their consequences and the associated costs,
- plastic surgery as well its possible consequences and the resulting costs,
- stays in a rest home, their consequences and their resulting costs,
- re-education, kinesitherapy, chiropraxis, their consequences and resulting costs,

- **medical or para-medical services and the purchase of products of which the therapeutic nature is not recognised by French legislation, and the associated costs,**
- **health assessments for the purpose of preventive screening, regular treatments or analyses, their consequences and the resulting costs,**
- **desert search and rescue costs,**
- **the organisation of search and rescue operations for persons, in particular in the mountains, at sea or in deserts,**
- **excess luggage costs for air transport and the cost of transporting luggage when it cannot be transported with You,**
- **trip Cancellation costs,**
- **restaurant costs,**
- **customs duties.**

FRAMEWORK OF THE CONTRACT

This contract is governed by French law.

1. DATE OF EFFECT AND DURATION

The validity of all cover corresponds to the stay dates indicated on the ski pass with a maximum of 21 consecutive days.

2. WITHDRAWAL IN THE EVENT OF MULTIPLE INSURANCE POLICIES

In compliance with article L 112-10 of the French Insurance Code, the Policy holder who takes out an insurance policy for non professional purposes for goods or services sold by a supplier who can prove earlier coverage for one of the risks covered by this new contract, may withdraw from this new contract without incurring any fees or penalties, as long as it has not been fully performed or if the Policy holder has not made use of any coverage, within a deadline of fourteen (14) calendar days from the signature of the new Contract.

Just send a registered letter to the following address:

GRITCHEN AFFINITY
27 rue Charles Durand,
CS70139
18021 BOURGES CEDEX

The insurer will refund the premium paid by the Policy holder within thirty (30) days of the date the right to withdrawal is exercised, unless a Claim under the contract occurs during the withdrawal period.

For withdrawals by letter, the withdrawal form below must be provided

□-----

Form to withdraw from an Insurance contract

Policy n° or Contract n°: **CONTRACT N° 58.224.462 - SNOWRISK**

Customer name:

Address:

I/We hereby notify you (1) by this letter of my/our (1) decision to withdraw from the Insurance contract:

Name of the product or products (1) subscribed to

on.....

For the reason that I/we have coverage (1) that already covers one of the risks covered by the above mentioned insurance contract.

Date:

Customer's signature

(1) Cross out the irrelevant part.

Form to send to the following postal address accompanied by proof of prior coverage: GRITCHEN AFFINITY, 27 rue Charles Durand, CS70139, 18021 BOURGES CEDEX

□-----

Information document covering the right to withdraw defined by article L. 112-10 of the French Insurance Code

Please make sure You are not already party to a policy that covers one of the risks covered by new Contract N° 58.224.462 - SNOWRISK. If such is the case, you have a right to withdraw from this contract during a period of fourteen (14) (calendar) days starting from the signature date, without cost or penalties, if all the following conditions are met:

- You have subscribed to this Contract for non-professional purposes;
- This Contract is associated with the purchase of goods or services sold by a supplier;
- You can prove that You already have coverage for one of the risks covered by this new Contract;
- the Contract You wish to withdraw from has not been fully performed;
- You have made no Claims covered by this Contract.

In this case, You can exercise your right to withdraw from this Contract by letter or any other permanent medium sent

- By email to the following address: ski@gritchen.fr
- By letter to the following address: GRITCHEN AFFINITY, 27 rue Charles Durand, CS70139, 18021 BOURGES CEDEX

accompanied by a document proving that you already have coverage for one of the risks covered by the new Contract. The Insurer has a duty to refund You the paid Premium within thirty (30) days of your withdrawal.

If You wish to withdraw from your Contract but do not meet all the above mentioned conditions, check the withdrawal terms defined in your Contract.

TERMINATION ON EXPIRY OF THE LEGAL DEADLINE

You can terminate the Contract at all times by sending a registered letter to:

GRITCHEN AFFINITY, 27 rue Charles Durand, CS70139, 18021 BOURGES CEDEX

If you cancel the Policy after expiry of the legal deadline of fourteen (14) days to withdraw from the Contract, the Premium will not be returned to You.

3. HOW IS PROPERTY DAMAGE COVERED BY THE INSURANCE ASSESSED?

If the damage cannot be determined privately, it will be assessed via a mandatory out of court expertise, subject to our respective rights.

Each party chooses their expert. If these experts do not agree with each other, they will call on a 3rd expert and the 3 will work in common and will be subject to a majority vote.

If one of us fails to appoint an expert, or if the 2 experts cannot agree on the choice of a 3rd, the appointment will be made by the President of the court of First Instance for the location the Claim occurred. This appointment is made by simple request signed by at least one of us, the party that did not sign will be summoned to the expertise by registered letter.

Each party will pay for their expert's costs and fees and, when applicable, half of those for the 3rd expert.

4. WHEN WILL I RECEIVE COMPENSATION?

The payment will be made within 5 days of the agreement between us or the court order.

5. WHAT ARE THE LIMITS IN CASES OF FORCE MAJEURE OR OTHER EQUIVALENT EVENTS?

We can never be a substitute for local organisations in the event of an emergency.

We cannot be held liable for failings or delays in the performance of services in the event of force majeure or events such as:

- civil or foreign wars, known political instability, popular uprisings, riots, terrorist acts, reprisals,
- recommendations from the W.H.O. or national or international authorities, or the restriction of the free movement of persons and property, for whatever grounds, and especially on health, security, weather-related grounds, the limitation or suspension of air traffic,
- strikes, explosions, natural disasters, the disintegration of an atomic core or any radiation from a radioactive energy source,
- delays in and/or the impossibility of obtaining administrative documents such as entry and exit visas, passports, etc., required for your transport inside or outside the country You are in, or on your entry to the country recommended by our medical doctors for admission to hospital,
- the use of local public services or agents we must use under local and/or international regulations,
- the non-existence or unavailability of technical or human resources suitable for transport (including a refusal to act).

6. EXCEPTIONAL CIRCUMSTANCES

Passenger transporters (in particular including airlines) are likely to apply restrictions to persons suffering from certain pathologies or to pregnant women. These restrictions may apply until the beginning of the transport and are likely to be changed without notice (thus, for airlines: medical examination, medical certificate, etc.).

As a consequence, persons will only be repatriated on condition that the transporter does not refuse the transport and, of course, on condition that there is no unfavourable medical opinion (as defined and under the procedures in section 3.2.1.1. "Transport / repatriation") with regards to the health of the Policy holder or the unborn child.

7. INTERNATIONAL SANCTIONS

EUROP ASSISTANCE will provide no cover, will not pay for services and will not provide any services described in this document if doing so may expose it to sanctions, prohibitions or to international restrictions as defined by the United Nations Organisation, the European Union or the United States of America. Further information available on <https://www.europ-assistance.com/en/who-we-are/international-regulatory-information> or <https://www.europ-assistance.com/fr/nous-connaître/informations-reglementaires-internationale>.

As such, and combined with any other territorial exclusions defined in this document, the services are not provided in the following countries and territories: North Korea, Syria, Crimea, Iran and Venezuela.

8. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?

The contract's general exclusions are those common to all the insurance cover and assistance services described in these General terms and conditions. Are excluded:

- civil or foreign wars, riots, popular uprisings,
- the deliberate participation of a Policy holder in riots, strikes, brawls or assault and battery,
- the consequences of the disintegration of an atomic core or any radiation from a radioactive energy source,
- unless waived, an earthquake, volcanic eruption, tidal wave, flood or natural disaster except in the framework of the French 13th July 1982 Act N° 82-600 covering the compensation of the victims of natural disasters (for insurance cover),
- the consequences of the use of medication, drugs, narcotics and assimilated products not medically prescribed, and of the abuse of alcohol,
- any deliberate act by you that may trigger the coverage under this contract,

9. SUBROGATION

After having committed costs in the framework of our insurance and/or assistance coverage, we are subrogated in the rights and proceedings that You may be entitled to against Third parties liable for the Claim, in compliance with article L 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the costs We have engaged to perform this contract.

10. WHAT ARE THE STATUTES OF LIMITATION?

Article L 114-1 of the French Insurance Code:

All proceedings resulting from an insurance contract have a statute of limitations of two years from the date of the initiating event. However this deadline only runs:

1° In the event of non-disclosure, omission, false or incorrect statements about the risk, from the date the Insurer discovered it;

2° In the event of a claim, from the date the interested parties became aware of the situation, if they can prove they were not aware of it until then. When the cause of the proceedings by the insured party against the insurer is a claim by a third party, the statute of limitations only runs from the date the third party undertook legal proceedings against the insured party or was compensated by them.

The statute of limitations is increased to ten years for life insurance contracts when the beneficiary is not the subscriber and, in personal accident insurance contracts, when the beneficiaries are the deceased insured party's beneficiaries.

Article L 114-2 of the French Insurance Code:

The statute of limitations is interrupted by any of the ordinary causes of interruption, and by the appointment of experts following a claim. The interruption of the statute of limitations for the proceedings can, amongst other things, result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the insured party concerning premium payment proceedings, and by the insured party to the insurer covering the payment of compensation.

Article L 114-3 of the French Insurance Code:

By derogation to article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, either change the duration of the statute of limitations, or add clauses to suspend or interrupt it.

The ordinary causes of the interruption of the statute of limitations are defined in articles 2240 to 2246 of the French Civil Code: the recognition by the debtor of the right they were claiming the statute of limitations against (article 2240 of the French Civil Code), legal proceedings (articles 2241 to 2243 of the French Civil Code), a forced performance (articles 2244 to 226 of the French Civil Code).

In compliance with the French Civil Code:

“Section 3: On the causes of interruption to the statute of limitations

Article 2240

The recognition by the debtor of the rights of the person against which the statute of limitations was running interrupts the statute of limitations.

Article 2241

Legal proceedings, even emergency rulings, interrupt the statute of limitations and the foreclosure deadline.

The same applies when the case is submitted to a jurisdiction that is not competent or when the initiation of proceedings before the jurisdiction is cancelled for a technical irregularity.

Article 2242

The interruption resulting from legal proceedings is effective until the end of the proceedings.

Article 2243

The interruption is void if the requester drops their request or allows the proceedings to expire, or if their request is permanently denied.

Article 2244

The statute of limitations period or foreclosure period is also interrupted by protective measures taken under the French Civil Procedure Code or by a forced performance.

Article 2245

The demand made to a joint debtor via legal proceedings or by forced execution or the recognition by the debtor of the right of the person against which the statute of limitations was running, interrupts the statute of limitations against all other parties, including their heirs.

On the other hand, the demand made against a joint debtor's heirs, or the recognition by the heir do not interrupt the statute of limitations for the other heirs, even for mortgage-debt claims, if the duty is split. This demand or recognition does not interrupt the statute of limitations for the other heirs, but only for the share this heir is bound by.

To interrupt the statute of limitations for the full amount with regards to the other co-debtors, the demand must be made to all the deceased debtor's heirs or all the heirs must recognise it.

Article 2246

The demand made to the main debtor or their recognition interrupts the statute of limitations against the guarantor “

11. COMPLAINTS - DISPUTES

If you have a complaint or disagreement relating to an assistance service, you can contact:

EUROP ASSISTANCE
Service Remontées Clients
1 promenade de la Bonnette
92633 Gennevilliers Cedex.

If you have a complaint or disagreement relating to an insurance cover, you can contact:

GRITCHEN AFFINITY
SERVICE SINISTRE MONTAGNE
27 rue Charles Durand
CS70139
18021 BOURGES CEDEX

If the processing time is in excess of ten business days, a letter informing you of the delay will be sent to you within this period. A written answer will be sent within a maximum of two months from the date the initial complaint was received.

If you have subscribed to your contract through an intermediary, and if your request falls under their duty to provide advice or information, or if it concerns the sales terms and conditions for your contract, your claim must only be sent to the intermediary.

If the disagreement persists after the processing of your request by our Customer Feedback Department, You can apply to the Ombudsman by writing to:

La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09
<http://www.mediation-assurance.org/>

You have the right to initiate proceedings in the competent jurisdiction at all times.

12. CONTROLLING AUTHORITY

The controlling authority is the "Autorité de contrôle prudentiel et de résolution" - A.C.P.R. - located at 4, Place de Budapest CS 92459 75436 PARIS CEDEX 09 – France.

13. PERSONAL DATA

Europ Assistance, a company governed by the French Insurance Code, with its registered office at 1, promenade de la Bonnette - 92633 Gennevilliers cedex (hereinafter the "Insurer"), acting as the data controller, processes the Beneficiary's personal data in order to:

- manage insurance requests;
- organise customer satisfaction surveys of insured parties who have benefited from its assistance and insurance services;
- to draw up sales statistics and actuarial studies;
- to examine, accept, check and monitor risk;
- to manage potential litigation and implement legal measures;
- to implement monitoring duties in the context of money laundering and the financing of terrorism, asset freezing measures, the fight against the financing of terrorism, including the triggering of alerts and declarations of suspicion;
- to implement the measures against insurance fraud;

- to manage the recording of phone conversations with the Insurer's employees or those of its subcontractors for the purpose of training and assessing employees and improving the quality of service, as well as to manage potential disputes.

The Insured party is informed of and accepts that their personal data be processed for the specific above-mentioned purposes. This processing is carried out under the terms of the contract.

The collected data is mandatory. If this data is not communicated, it will be more difficult, or even impossible, to manage the Beneficiary's requests for insurance or assistance.

To this effect, the Beneficiary is informed that their personal data is for use by the Insurer as the data controller, and the Insurer's subcontractors, subsidiaries and agents. In order to fulfil its legal and regulatory duties, the Insurer may communicate data to the legally authorised administrative or judicial authorities.

Beneficiaries' personal data is kept for a variable amount of time depending on the use (*6 months for phone recordings, 10 years for medically-related processing, 5 years for other processing*), increased by the mandatory retention periods for accounting purposes and the legal duration of the statute of limitations.

Insured parties are informed and accept that their personal data be communicated to recipients in third countries outside the European Union that have equivalent protection. Data transfers to these third countries are governed by:

- a cross-border flow agreement drawn up in compliance with standard contractual manager-to-subcontractor clauses issued by the European Union and currently applicable;
- the subscription contracts of Insurer entities to internal conditions compliant with recommendation 1/2007 of the Article 29 Work group on the standard request to approve constraining company rules for the transfer of personal data;
- a cross-border flow agreement drawn up in compliance with the currently applicable Privacy Shield for data transfers to the United States.

The purpose of these flows are to manage assistance and insurance requests. The following categories of data are covered:

- identity related data (in particular: surname, first name, gender, age, date of birth, phone number, email address) and privacy related data (in particular: family situation, number of children),
- location data,
- health data, including the social security number (NIR).

Policy holders, as persons concerned by the processing, are informed that they have a right of access, correction, deletion and portability of their data, as well as a right to limit its processing. They also have a right to oppose for legitimate reasons. Beneficiaries have the right to withdraw their consent at all times, without having an impact on the validity of the processing based on consent before it was withdrawn. Furthermore, they have a right to draw up specific and general directives as to the preservation, deletion and communication of their data after their death. With regards to general directives, they must be sent to a third party who will be appointed by Decree.

Beneficiaries may exercise their rights by contacting the Data protection delegate by letter accompanied by the photocopy of a signed identity document to one or other of the following addresses:

- either by email: protectiondesdonnees@europ-assistance.fr,
- or by post: EUROP ASSISTANCE – A l'attention du Délégué à la protection des données – 1, promenade de la bonnette – 92633 Gennevilliers

Finally, Insured parties are informed that they have the right to file a complaint with the Commission Nationale Informatique et Libertés (French Data Privacy Watchdog).

14. RIGHT OF CONSUMERS TO REFUSE COLD CALLING

EUROP ASSISTANCE FRANCE hereby informs Beneficiaries, in compliance with the French 17th March 2014 Act n° 2014-344, that if they do not wish to be the subject of sales prospecting by phone by a professional with which they have no pre-existing contractual relationship, they can register free of charge on the register of people who reject phone prospecting by sending a letter or an email to:

SOCIETE OPPOSETEL - Service Bloctel - 6, rue Nicolas Siret - 10 000 TROYES www.bloctel.gouv.fr