



CONTRAT IMPACT MULTISPORTS NONEUROPEANS RESIDENTS N°5924

NOTICE OF INFORMATION FOR THE CONTRACT MULTIRISQUE N°5924

TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
1/ IN CASE OF ACCIDENTAL DAMAGE to your personal sports equipment ✓ Rental fees (A1)	(A1) 300 € per year (max 2 claims per year)
2/ COSTS OF INTERRUPTION OF SPORTS AND / OR LEISURE ACTIVITIES (B)	(B) Pro rata temporis, Max 500 € per year, deductible of 50 € per claim

  

ASSISTANCE GUARANTEES	CEILING
- Search and rescue costs (A)	(A) 20 000 €

\* by train 1<sup>st</sup> class or airliner economy class

ARTICLE 1 – DEFINITIONS AND SCOPE

**We, the Insurer**

MUTUAIDE ASSISTANCE - 126 rue de la piazza – 93196 Noisy-le-Grand Cedex - S.A. with capital of 12,558,240 € fully paid in-Company governed by the Insurance Code, RCS 383 974 086 Bobigny - VAT FR 31 3 974 086 000 19.

**Serious personal injury**

Abrupt deterioration of health resulting from the sudden action of an external cause, unintentional on the part of the victim, established by a competent medical authority, leading to issuance of a prescription to the patient to take medication and involving the cessation of all professional or other activities.

**Attack**

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is the subject of media coverage.

This "attack" will have to be recognized by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider it to be a single coordinated action, this event will be considered to be a single event.

**Beneficiary**

Any person residing in mainland France, in the DOM-ROM COM and sui generis communities or in Europe, practising a sporting activity and requesting the benefit of these guarantees.

**Injury**

Abrupt impairment of health resulting from the sudden action of an external cause, unintentional on the part of the victim, as determined by a competent medical authority.

**Natural disaster**

Abnormal intensity of a natural agent not resulting from human intervention. A phenomenon, such as an earthquake, a volcanic eruption, tidal wave, flood or natural cataclysm, caused by the

abnormal intensity of a natural agent and recognized as such by the public authorities.

**COM**

COM refers to the Overseas Collectivities, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

**Definition of assistance to persons**

Assistance to persons includes all the benefits provided in the event of illness, injury or death of the covered persons during a covered trip.

**Covered travel or guaranteed sports activity**

Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 90 consecutive days outside your tax domicile country.

**Domicile**

The domicile is considered to be the main and usual place of residence in mainland France, in the DOM-ROM COM and sui generis communities or in Europe. In the event of a dispute, the tax domicile constitutes the residence.

**DOM-ROM, COM and sui generis collectivities**

Guadeloupe, Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthelemy, New Caledonia.

**DROM**

Overseas Departments and Regions, i.e. Guadeloupe, Martinique, French Guiana, Reunion and Mayotte.

**Duration of guarantees**

The period of validity of the guarantees corresponds to the dates indicated at the time of your subscription, with a maximum duration of 90 consecutive days outside the country of principal residence.

**European Economic Area (EEA)**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece; Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal,



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Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom

**Abroad**

Any country outside your country of residence.

**Europe**

Europe refers to the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hungary, Greece, Ireland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland, United Kingdom.

**Guaranteed events for assistance**

Illness, injury or death during a guaranteed sports activity.

**Guaranteed events for insurance**

Depending on the products selected:

- ✓ Property damage (Rental costs)
- ✓ Interruption of sports and/or leisure activities

**Performance of services**

The services guaranteed by this agreement can only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenditure authorized solely by the Beneficiaries can be reimbursed by MUTUAIDE ASSISTANCE.

**Deductible**

Share of the loss left as the responsibility of the Beneficiary, as specified in the contract in the event of compensation following a loss. The deductible may be expressed as an amount, a percentage, in days, hours or kilometres.

**Illness**

Sudden and unforeseeable deterioration of health established by a competent medical authority.

**Serious illness**

Sudden and unforeseeable deterioration in health observed by a competent medical authority leading to issuance of a

prescription for the patient to take medicine and involving the cessation of all professional or other activities.

**Family members**

Your spouse or common-law spouse or any person related to you by a PACS (civil solidarity pact), your ascendants or descendants or those of your spouse, fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or common-law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must reside in the same country as you, unless otherwise stipulated by contract.

**Non-Europeans**

Insured refers to any person residing anywhere in the world, except in mainland France, in the DOM-ROM COM and sui generis collectivities or in Europe.

**We organize**

We take the necessary steps to give you access to the service.

**We cover**

We finance the service.

**Nullity**

Any fraud, falsification or false declarations and false testimony likely to trigger the guarantees provided for in the agreement shall result in the nullity of our commitments and the forfeiture of the rights provided for in said agreement.

**Claim**

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

**Guaranteed sports**

Without any altitude limits, all sports except those listed in the article "General exclusions".

**Territoriality**

France, Switzerland, Italy and Spain, or Europe, or Worldwide, depending on the option chosen.

**ARTICLE 2 – DESCRIPTION DES GARANTIES D’ASSURANCE**

**✓ IN CASE OF ACCIDENTAL DAMAGE (A1)**

In the event of accidental damage (fire, explosion, implosion, lightning, breakage, climatic event, immersion) to personal sports equipment, we will reimburse you for the cost of renting replacement equipment up to the amount indicated in the table of benefit amounts.

This reimbursement will be made on presentation of:

- The original purchase invoice for your personal equipment
- The rental invoice for the replacement equipment
- A statement of the damage suffered by a competent authority or, failing that, by a witness

**✓ COSTS OF INTERRUPTION OF SPORTS AND / OR LEISURE ACTIVITIES (B)**

Mutuaide will reimburse on a prorated basis the costs of sports or leisure activities packages already paid and not used (**transport not included**), if you have to stop the practice of these activities for one the following reasons:

- Medical repatriation, organised by Mutuaide or by any other assistance company. You must contact the Medical Assistance Service to obtain its agreement to benefit from this guarantee, even if you decide to get home by your own means.

- Sports accident prohibiting, according to the medical doctor, the practice of the activity, on presentation of a detailed medical certificate;

- Lack or excess of snow cover when it occurs in a ski area situated at an altitude of more than 1200m, for any departure between the 3<sup>rd</sup> Saturday of December and the 2<sup>nd</sup> Saturday of April, resulting in the closure of more than 2/3 of the ski lifts normally in service at the site of your stay for at least 2 consecutive days during your stay;



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• Exceptional major climatic event: storm, hurricane, cyclone preventing you from practicing the activity planned during your stay provided that the interruption of the activity exceeds 3 consecutive days.

**WARNING: Special case of skiing in the mountains: ski lift passes, ski lessons and equipment rental paid for by you during your stay are considered as part of the same activity package.**

**WHAT WE EXCLUDE**

***In addition to the exclusions common to all guarantees, the following are also excluded:***

- ◆ ***All events that are known before the purchase of sports or leisure activities.***
- ◆ ***All medical events which are not officially certified by a doctor when the events occurs.***

**HOW MUCH WILL WE COVER?**

The indemnity is:

- **Proportional to the number of days of unused sports or leisure activity packages,**
- **Due from the day following the total cessation of covered activities,**
- **Calculated on the basis of the total price per person of the activity package, supported by original invoices, up to the maximum limit shown in the table of guarantee amounts.**

Handling fees, costs for visa, insurance, tips, as well as reimbursement or compensations granted by the agency

**where you have bought your activity package will be deducted from the indemnity.**

**You should have your Multisports Impact Card when practicing your sports or leisure activity to be able to claim for this guarantee.**

**WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?**

You must declare your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in case of fortuitous event or force majeure. After this deadline, if we incur a loss because of the late declaration, you forfeit any right to compensation.

You will have to send us all the documents necessary to complete the file and, thus, prove the validity and the amount of the claim.

In any case, you will need to provide us with:

- The certificate or proof from the Assistance provider confirming the date of repatriation or early return and the reason for it,
- Any other document we deem necessary for the investigation of the case.

**For medical reasons: If our medical advisor does not receive the medical information necessary for investigation of the claim, the case cannot be processed.**

**ARTICLE 3 – DESCRIPTION OF GUARANTEES OF ASSISTANCE TO PERSONS**

You are ill, injured, or you die during a covered trip. We intervene under the following conditions:

**✓ SEARCH AND RESCUE COSTS (A)**

In the event of an accident, illness or a situation endangering the insured and triggered by the professional supervising the sporting activity, we will pay the costs of search and rescue - including helicopter - from the scene of the accident to the nearest treatment centre, including when skiing off-trail, **up to the amount indicated in the Table of Benefits.**

Only fees charged by a duly approved company for these activities can be reimbursed.

**Under no circumstances will we be required to organize search and rescue.**

**ARTICLE 4 - EXCLUSIONS FROM ASSISTANCE TO PERSONS**

The following do not give rise to our intervention:

- **Travel taken for the purpose of diagnosis and/or treatment,**
- **Medical and hospitalisation costs in the country of residence,**
- **Drunkenness, suicide or attempted suicide and their consequences,**
- **Any voluntary mutilation of the Beneficiary,**
- **Minor ailments or injuries that can be treated locally and/or that do not prevent the Beneficiary from continuing his or her trip,**
- **Condition of pregnancy, unless there is an unforeseeable complication, and in all cases, condition of pregnancy beyond the 36<sup>th</sup> week, voluntary termination of pregnancy, the consequences of childbirth,**
- **Convalescences and ailments undergoing treatment, not**

- yet cured and with a risk of abrupt aggravation,**
- **Previously observed illnesses for which hospitalization has occurred within 6 months prior to the date of departure on the trip,**
- **Events related to medical treatment or surgery that are not of an unforeseen, fortuitous or accidental nature,**
- **Costs for prosthetics: optical, dental, hearing, functional, etc.**
- **The consequences of infectious risk situations in an epidemic context that are the subject of quarantine or preventive measures or specific monitoring by the international health authorities and/or local health authorities of the country where you are staying and/or national health authorities of your country of origin.**
- **The costs of spa treatments, beauty treatments, vaccinations and the costs arising therefrom,**



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- Stays in nursing homes and the resulting costs,
- Rehabilitation, physiotherapy, chiropractic care and the resulting costs,
- Planned hospitalizations.

ARTICLE 5 - GENERAL EXCLUSIONS

The following do not give rise to our intervention:

- Services that have not been requested during the trip or that have not been arranged by us or in agreement with us do not entitle the customer to reimbursement or compensation after the trip,
- Catering and hotel expenses, except those specified in the text of the guarantees,
- Damage caused intentionally by the Beneficiary and that resulting from his participation in a crime, misdemeanour or brawl, except in case of self-defence,
- The amount of for convictions and their consequences,
- The use of narcotics or drugs not medically prescribed,
- The state of alcoholic intoxication,
- Customs fees,
- Participation as a competitor in a competitive sport or a rally for which a national or international classification is awarded and which is organised by a sports federation for which a licence is issued, as well as training for such competitions, \*.

\* The Impact Multisports insurance complements the guarantees of the official license, which is deemed as the deductible.

- The practice, in a professional capacity, of any sport,
- Participation in competitions, on board any airborne locomotive,
- The consequences of non-compliance with recognized safety rules related to the practice of any leisure sports activity,
- Expenses incurred after returning from the trip or after expiry of the cover,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used, however electrically-assisted bicycles are guaranteed), air sports (however kite surf and

speed riding are guaranteed), hunting dangerous animals, skeleton, caving, including international, national or regional classifications, sailing alone and/or more than 60 miles from the coast.

- Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorized by the local authorities,
- Official prohibitions, seizures or restrictions by law enforcement,
- Use by the Beneficiary of air navigation equipment,
- The use of war devices, explosives and firearms,
- Damage resulting from intentional or fraudulent misconduct on the part of the Beneficiary in accordance with Article L.113-1 of the Insurance Code,
- Suicide and attempted suicide,
- Epidemics, pollution, natural disasters,
- Civil or foreign war, riots, strikes, demonstrations, acts of terrorism, hostage taking,
- The disintegration of an atomic nucleus or any irradiation from an energy source of a radioactive nature.

The responsibility of MUTUAIDE ASSISTANCE can in no case be engaged for failures or disruption in the execution of its obligations which result from cases of force majeure, or events such as civil or foreign war, riots or demonstrations, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of an atomic nucleus, explosion of nuclear devices and radioactive fallout, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

ARTICLE 6 – RULES FOR THE OPERATION OF ASSISTANCE SERVICES

**ONLY THE TELEPHONE CALL FROM THE BENEFICIARY AT THE TIME OF THE EVENT TRIGGERS THE ASSISTANCE SERVICES.**

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requester, organizes and covers the benefits specified in this agreement.

In order to benefit from a service, MUTUAIDE ASSISTANCE can ask the Beneficiary to provide proof of the capacity he invokes and to produce, at his own expense, the documents and papers proving this right.

The Beneficiary must allow our doctors access to any medical information concerning the person for whom we intervene. This information will be treated in accordance with medical confidentiality.

MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency relief organisations and intervenes within the limits of the approval given by the local authorities, nor can it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the case of minor ailments or minor injuries requiring neither repatriation nor medical transport.

The interventions that MUTUAIDE ASSISTANCE is led to carry out are done in full respect of national and international laws and regulations. They are, therefore, linked to obtaining of the necessary authorizations by the competent authorities.



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When MUTUAIDE ASSISTANCE has covered the transport of a Beneficiary, the latter must return the original return ticket which was unused.

MUTUAIDE ASSISTANCE decides on the nature of the air ticketing made available to the Beneficiary according to the possibilities offered by the air carriers and the duration of the trip.

**ARTICLE 7 – CONDITIONS OF REIMBURSEMENT**

Reimbursements to the Beneficiary can only be made by us upon presentation of the original settled invoices corresponding to expenses incurred with our agreement. Claims for reimbursement should be sent to:

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

**ARTICLE 8 – HANDLING OF COMPLAINTS**

1- In case of disagreement or dissatisfaction with implementation of your contract, we invite you to let MUTUAIDE know by calling **01.55.98.51.20** or by writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the Assistance guarantees listed below:

- ✓ Search and rescue costs

If you are not satisfied with the answer received, you can write to:

**MUTUAIDE**  
**SERVICE QUALITE CLIENTS**  
**8/14 AVENUE DES FRERES LUMIERE**  
**94368 BRY-SUR-MARNE CEDEX- FRANCE**

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by mail to:

**La Médiation de l'Assurance**  
**TSA 50110**  
**75441 Paris Cedex 09- FRANCE**

2. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to contact MUTUAIDE by calling **01.55.98.51.19** or by writing to [gestion-assurance@mutuaide.fr](mailto:gestion-assurance@mutuaide.fr) for the insurance guarantees listed below:

- ✓ Property damage
- ✓ Costs of interruption of sports and/or leisure activities

If you are not satisfied with the answer you get, you can write to:

**MUTUAIDE**  
**Service Assurance**  
**TSA 20296**  
**94368 Bry sur Marne Cedex- FRANCE**

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by mail to:

**La Médiation de l'Assurance**  
**TSA 50110**  
**75441 Paris Cedex 09- FRANCE**

**ARTICLE 9 – DATA COLLECTION**

- The Beneficiary acknowledges being informed that the Insurer processes his personal data in accordance with regulations on the protection of personal data in effect and that, in addition:
- the answers to the questions asked are compulsory and that, in the event of false declarations or omissions, the consequences for him/her may be invalidity of enrolment in the contract (Article L 113-8 of the Insurance Code) or reduction of the compensation (Article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for enrolment in the contract and execution of its guarantees, for management of the commercial and contractual relationships, and for execution of legal, regulatory and administrative provisions in effect.
- The data collected and processed is kept for the duration necessary to fulfil the contract or to satisfy legal obligations. This data is then archived in accordance with the periods specified in the provisions relative to the statute of limitations.

- The recipients of the data concerning him are, within the limits of their duties, the Insurer's departments in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers within the framework of the exercise of their assignments.
- It may also be sent, where appropriate, to professional bodies and to all persons involved in the contract, such as lawyers, experts, court officials and judicial officers, curators, guardians and investigators.
- Information concerning him may also be sent to the Subscriber, as well as to all persons identified as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and all public bodies authorised to receive such information, as well as to the departments in charge of control such as statutory auditors, auditors and departments in charge of internal control).
- In its capacity as a financial institution, the Insurer is subject to legal obligations arising mainly from the Monetary and



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Financial Code with regard to the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

- Data and documents concerning the Beneficiary shall be kept for a period of five (5) years from the close of the contract or termination of the relationship.
- His personal data may also be used in the context of processing to combat insurance fraud which may lead, if necessary, to inclusion on a list of persons presenting a risk of fraud.
- This inclusion may result in further examination of the matter, or even the reduction or refusal of the benefit of a right, service, contract or service proposed.
- In this context, personal data concerning him (or concerning the persons who are parties or concerned by the contract) may be processed by any authorised persons working within the entities of the Insurer Group within the framework of the fight against fraud. This data may also be intended for the authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries, judicial authorities, mediators, arbitrators, court officials, judicial officers, third-party organisations authorised by a legal provision and, where applicable, victims of fraud or their representatives).
- In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the close of the fraud case, or until the end of the legal proceedings and the end of the applicable limitation periods.
- For persons on a list of suspected fraudsters, their data is deleted 5 years after the date of placement on the list.
- In its capacity as Insurer, it is entitled to process data relative to offences, convictions and security measures either at the

time of subscription of the contract or during the effective period of it, or in the context of managing disputes.

- Personal data may also be used by the Insurer in the context of processing operations that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning the Beneficiary may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Beneficiary has the right to access, rectify and delete his data, and to object to processing of said data, by proving his identity. He also has the right to request limitation of the use of his data when it is no longer necessary, or to retrieve the data he has provided in a structured format when it is necessary for the contract or when he has consented to the use of such data.
- He has the right to set guidelines on the fate of his personal data after his death. These guidelines, whether general or specific, relate to the storage, deletion and disclosure of his data after his death.
- These rights may be exercised by contacting the Insurer's Data Protection Representative:

- by e-mail: at [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)

or

- by postal mail: by writing to the following address: Délégué représentant à la protection des données - MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

After having made a request to the Data Protection Representative and not having obtained satisfaction, he has the possibility of referring the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

**ARTICLE 10 – SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary, to the extent of the compensation and services it has provided, against any person responsible for the events which motivated its intervention. When the services provided in

execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or institution

**ARTICLE 11 – TIME LIMITS**

In application of Article L 114-1 of the Insurance Code, any action arising from this contract is time-barred two years following the causal event. This period is extended to ten years for death benefits, with the actions of the beneficiaries being time-barred thirty years, at the latest, following this event.

However, this period shall only run:

- in the event of reticence, omission, false or inaccurate declaration regarding the risk incurred, from the day that the Insurer became aware of it;

- in the event of a claim, from the day that the persons concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on the recourse of a third party, the limitation period shall run only from the day that third party brought legal action against the Insured or was indemnified by the Insured.



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This time limit may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom the time limit expired (Article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled as a result of a procedural flaw (Articles 2241 and 2242 of the Civil Code). Interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is pointed out that:

Arraignment sent to one of the joint and several debtors by court petition or by an act of forced execution or recognition by the debtor of the right of the party against whom the time limit lapsed interrupts the time limit against all others, even against their heirs.

On the other hand, an arraignment sent to one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the time limit with respect to the other joint heirs, even in the case of a hypothecary claim, if the obligation is divisible. Such arraignment or recognition interrupts the time limit with regard to the other co-debtors only for the share of the obligation for which the heir is responsible.

In order to interrupt the limitation period for all parties involved, with regard to other co-debtors, it is necessary to arraign all the heirs of the deceased debtor or to recognize all these heirs (article 2245 of the Civil Code).

The arraignment sent to the principal debtor or his recognition interrupts the time limit against the guarantor (article 2246 of the Civil Code).

The time limit may also be interrupted by:

- the designation of an adjuster following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to settlement of the claim).

**ARTICLE 12 – SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Beneficiary relative to determination and payment of benefits shall be submitted by one of them, failing amicable resolution, to the

competent court at the location of the Beneficiary's domicile, in accordance with the provisions of Article R 114-1 of the Insurance Code.

**ARTICLE 13 – FALSE DECLARATIONS**

When they change the object of the risk or diminish our opinion of it:

- Any reticence or intentionally false statement on your part will render the contract null and void. Premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in Article L 113.8 of the Insurance Code.

- Any omission or inaccurate declaration on your part which is not established as being made in bad faith will result in termination of the contract, 10 days after notification is sent to you by registered letter, and/or application of the reduction of compensation under the Insurance Code as provided for in Article L 113.9.

**ARTICLE 14 – REGULATORY AUTHORITY**

The regulatory authority responsible for supervising MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9



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HOW TO DECLARE

### HOW TO CONTACT OUR ASSISTANCE DEPARTMENT MUTUAIDE ASSISTANCE

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

- **by telephone from France: 01.55.98.51.20**  
*(Communication not surcharged, cost according to operator, call susceptible to recording)*
- **by telephone from abroad: 33.1.55.98.51.20** preceded by the local code for access to the international network  
*(Communication not surcharged, cost according to operator, call susceptible to recording)*
- **by fax : 01. 45.16.63.92**
- **by email : [medical@mutuaide.fr](mailto:medical@mutuaide.fr)**

To allow us to intervene in the best conditions, remember to gather the following information which will be requested from you during your call:

- Your contract number,
- Your first and last name,
- Your home address,
- The country, city or town in which you are at the time of the call,
- Specify the exact address (number, street, possibly hotel, etc.), Le numéro de téléphone où nous pouvons vous joindre,
- The nature of your problem.

During the first call, you will be given an assistance file number. Remind it systematically, during all subsequent relations with our Assistance Department.

### HOW TO CONTACT OUR INSURANCE DEPARTMENT MUTUAIDE – Insurance Service

TSA 20296 – 94368 BRY SUR MARNE CEDEX - FRANCE  
Du Lundi au vendredi de 9h00 à 18h00

- **by telephone from France: 01.55.98.51.19**  
*(Communication not surcharged, cost according to operator, call susceptible to recording)*
- **by telephone from abroad: 33. 1.55.98.51.19** preceded by the local code for access to the international network  
*(Communication not surcharged, cost according to operator, call susceptible to recording)*
- **by email : [gestion-assurance@mutuaide.fr](mailto:gestion-assurance@mutuaide.fr)**

Remember to gather the following information that will be requested during your call:

- Your contract number,
- Your first and last name,
- Your home address,
- The phone number where we can reach you,
- The reason for your declaration.

During the first call, an insurance file number will be communicated to you. Remind it systematically, during all subsequent relations with our Insurance Department.