



HOW TO CONTACT OUR ASSISTANCE SERVICE

**Mutuaide
Assistance**

7 days/week – 24 hours/day

By telephone within France : 01.48.82.62.68

By telephone from abroad : 33.1.48.82.62.68 (preceded by the local prefix for international access)

By fax : 01. 45.16.63.92

By e-mail : medical@mutuaide.fr

To allow us to intervene under the best conditions, remember to gather the following information which will be requested when you call:

- Your contract number,
- Your last and first names,
- The address of your domicile,
- The country, city or locality from which you are calling,
- Specify the exact address (no., street, hotel (if applicable), etc.),
- The telephone number where you can be reached,

At the time of the first call, an assistance case number will be provided to you. Be prepared to provide it for any subsequent contact with our Assistance Services.

ATTENTION

It is understood that the present insurance may not under any circumstances replace one that may have to be subscribed abroad, in conformity with local legislation in effect, with certified insurers in the country in question.

It is also specified that simple offices of representation are not considered as permanent establishments.



ITRA
INTERNATIONAL
TRAILRUNNING
ASSOCIATION

A
ASSISTANCE

**In case of accident requiring an assistance during your training
or your trail competition :**

1. Contact race emergency services or the local emergency services. If not, you can contact directly **MUTUAIDE**.
2. After your support by the emergency services, please contact **MUTUAIDE** as soon as possible and follow their instructions.

ATTENTION : Any rapatriation can be supported by **MUTUAIDE** before your call.

**Mutuaide
Assistance**

Assistance platform **7days/week – 24hours/day** - Contract number **4434**
Phone : **01 48 82 62 68** or **+33 1 48 82 62 68 (from abroad)**
Mail : **medical@mutuaide.fr**

TABLE OF GUARANTEES

| GARANTIES D'ASSISTANCE | PLAFOND |
|--|---|
| <ul style="list-style-type: none"> • Repatriation or medical transport • Repatriation of accompanying persons • Repatriation of children under age 18 • Visit of a family member or close friend | Real expenses Ticket for return transport * Ticket for round-trip transport * Ticket for round-trip transport * + Hotel expense up to 80 € per night until repatriation |
| <ul style="list-style-type: none"> • Medical expenses <ul style="list-style-type: none"> - outside Country of residence - within Country of residence • Repatriation of remains: <ul style="list-style-type: none"> - Repatriation of remains - Funerary expenses necessary for transport • Early return • Replacement driver • Expenses for search or rescue | 150,000€ per person and per event 15,000 € per person and per event Real expenses 1,500 € Ticket for return transport * Transport ticket * or Driver / To the limit of 500 € 8,000 € per person |

* by train 2nd class or airplane in economy class

DEFINITIONS AND SCOPE OF APPLICATION

US : MUTUAIDE ASSISTANCE – 8/14 avenue des Frères Lumière – 94368 Bry-sur-Marne Cedex – S.A. with capital of 12,558,240 € fully paid in – Company governed by the Insurance Code RCS 383 974 086 Créteil – TVA FR 31 3 974 086 000 19.

COVERED SPORTS ACTIVITIES : Running, Trail running, Hiking, Trekking, Cycle touring and mountain biking, Cross-country ski, Snow-shoes. These sports activities are only covered during the covered race and for eventual meets and trainings held beforehand on the covered course.

SPORTS ACTIVITIES NOT COVERED : Any other activities not mentioned above are not covered, including, notably: mountain-climbing leisure activities and competitions, rock-climbing, ski touring and downhill skiing.

INSURED : Natural person who is a member of the ITRA (International Trail-Running Association), up-to-date with his contributions, who has subscribed to the present assistance contract for his participation in a covered race. The Insured is designated hereafter under the term “you”.

INJURY : Any bodily harm that was not intentional on the part of the victim, resulting from action that was sudden and due to an external cause.

DEFINITION OF ASSISTANCE TO PERSONS : Assistance to persons includes all services implemented in case of a covered event during a covered sports activity.

COVERED RACE : Race for which you have subscribed the present assistance contract, as well as the eventual meets and trainings done beforehand on this course.

DOMICILE : Is considered as your principal and habitual place of residence. In case of disagreement, the tax domicile shall be considered the domicile.

DURATION OF THE GUARANTEES : Subscription to the present contract is temporary and covers the Insured during the practice of a covered activity during the duration of a covered race, as well as for eventual meets and trainings done on the course of the covered race, and whose duration does not exceed 90 consecutive days.

COVERED EVENTS : Illness, injury or death during covered activity.

EXECUTION OF THE SERVICES : The services covered by the present agreement may only be applied with prior approval from MUTUAIDE ASSISTANCE. As a result, no expense generated under the authority of the Insureds will be able to be reimbursed by MUTUAIDE ASSISTANCE.

DEDUCTIBLE : Portion of the claim left under the responsibility of the Insured specified by the contract in case of indemnification following an incident. The deductible may be expressed as an amount, percentage, days, hours or kilometres.

ILLNESS : Sudden and unforeseeable alteration of health observed by a competent medical authority.

MAXIMUM PER EVENT : In case the guarantee is exercised in favour of several insured victims for the same event and insured under the same particular conditions, the guarantee of the insurer is, in any event, limited to the maximum amount specified for this guarantee regardless of the number of victims. Afterwards, the indemnities are reduced and settled in proportion to the number of victims.

FAMILY MEMBERS : Your legal or common-law spouse or any person bound to you by a Pacs (civil solidarity pact), your ascendants or descendants or those of your spouse, your father-in-law, mother-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 be domiciled in the same country as you unless there is a contractual stipulation to the contrary.

WE ORGANIZE : We make the necessary arrangements to grant you access to the service.

WE COVER : We finance the service.

INVALIDITY : Any fraud, falsification, false declaration or false account which could lead to application of the guarantees specified in the agreement, results in the invalidity of our commitments and forfeiture of the rights specified in said agreement.

LOSS : Random event of a nature to trigger the guarantee of the present contract.

TERRITORIALITY : Entire world.

DESCRIPTION OF THE GUARANTEES OF ASSISTANCE TO PERSONS

You are ill, injured or die during a covered sports activity. We intervene under the following circumstances :

REPATRIATION OR MEDICAL TRANSPORT

You are ill or injured during a covered sports activity. We organize and pay for your repatriation to your domicile or to the hospital establishment close to your home. Only requirements of a medical nature are taken into consideration for determining the date of repatriation, the choice of means of transport or the location of hospitalization. The decision of repatriation is taken into account by our medical consultant, after obtaining an opinion from the local care provider and, eventually, the family doctor. At the time of your repatriation, and upon instructions from our medical consultant, we organize and cover transport for a person to accompany you.

Any refusal of the solution proposed by our medical team results in cancellation of the guarantee of assistance to persons.

REPATRIATION FOR ACCOMPANYING PERSONS

You are repatriated for medical reasons, or you die during a covered sports activity.

We organize and cover, if they may not return home by the means initially foreseen, the transport home of your beneficiary family members or an insured person accompanying you at the time of occurrence of the event, based on a plane ticket in economy class or a train ticket in 2nd class.

REPATRIATION OF CHILDREN UNDER AGE 18

If you are ill or injured and no one is able to take care of your children under 18 years of age, we organize and cover the round-trip travel, by train in 2nd class or by plane in economy class, of a person of your choice or of one of our hostesses to bring them to your domicile or that of a member of your family.

VISIT OF A FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a duration of greater than 5 days. We organize and cover the round-trip transport by plane in economic class or by train in 2nd class, of a person close to you residing in the same country as you, as well as his expenses for stay (room, breakfast) so that he may be at your bedside. Our coverage for his lodging is provided to the limit of the amount indicated in the Table of Guarantees.

In any event, expenses for dining or other expenses remain the responsibility of this person.

This guarantee may not be combined with the "Repatriation of accompanying persons" guarantee.

MEDICAL EXPENSES (OUTSIDE AND WITHIN THE COUNTRY OF RESIDENCE)

When medical expenses have been incurred with our prior approval, we reimburse you the portion of these expenses that are not reimbursed by the eventual insurance organizations with which you are affiliated.

We intervene once the reimbursements made by the above-mentioned insurance organizations have been paid, subject to having received the original documentation to support the reimbursement from your insurance organization.

This reimbursement covers the expenses specified hereafter, provided that they concern care received by you following an illness or accident having occurred during a covered sports activity outside of your country of residence, or during a covered sports activity in your country of residence.

In this case, we reimburse the amount of expenses incurred up to the maximum amount indicated in the Table of Guarantees, based on the areas.

In the event that the insurance organization to which you pay contributions does not accept to cover the medical expenses incurred, we will reimburse the expenses incurred to the limit of the amount indicated in the Table of Guarantees, provided that we receive the original invoices for medical expenses and the certificate attesting to the absence of coverage from the insurance organization.

This service ceases as of the date that we are effectively able to complete your repatriation.

Nature of expenses granting the right to reimbursement (subject to prior approval) :

- Medical fees,
- Expenses for medications prescribed by a doctor or surgeon,
- Expenses for an ambulance prescribed by a doctor for transport to the closest hospital and only in case of refusal of coverage by insurance organizations,
- Expenses for hospitalization provided that the Insured is fit to be transported according to the decision of the doctors of the Assistance Service, taken after receiving information from the local doctor (the expenses for hospitalization incurred starting from the day that we are able to carry out your repatriation are not covered).

EXTENSION OF THE SERVICE : ADVANCE OF HOSPITALISATION EXPENSES

To the limit of the coverage amounts specified above, we are able to advance expenses for hospitalization which you must incur, under the following cumulative conditions :

- the doctors of MUTUAIDE ASSISTANCE must decide, after gathering information from the local doctor, whether or not it is impossible to immediately repatriate you to your domicile.
- the care to which the advance applies must be prescribed in accordance with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorized by you must formally agree, by signing a specific document provided by MUTUAIDE ASSISTANCE at the time of application of the present service :
 - to undertake the procedures for the coverage of expenses with the insurance organizations within the 15 days following the mailing date of the items necessary for these procedures by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE the amounts received in this regard from the insurance organizations within the week that follows receipt of these amounts.

The expenses not covered by the insurance organizations shall remain our responsibility, and to the limit of the coverage amount specified for "medical expenses". You will have to provide us with the attestation of absence of coverage coming from these insurance organizations within the week following receipt of it.

In order to protect our rights, we reserve the right to request that you or your beneficiaries provide us with a commitment letter obligating you to carry out the necessary procedures with the welfare organizations and to reimburse us the amounts received.

In the absence of having carried out the procedures for coverage with the insurance organizations within the allotted timeframes, or in the event of failure to provide the attestation of absence of coverage from these insurance organizations to MUTUAIDE ASSISTANCE within the allotted timeframes, you will not be able to avail yourself of the "medical expenses" service and you will have to reimburse all hospitalization expenses advanced by MUTUAIDE ASSISTANCE and, if necessary, this latter company will initiate any necessary collection procedure, the cost of which will be your responsibility.

REPATRIATION OF REMAINS

You die during a covered sports activity. We arrange repatriation of your remains to the location of the funeral in your country of residence.

Within this framework, we cover:

- Expenses for transport of the body,
- The expenses related to conservation required by applicable legislation,
- The expenses directly necessitated by transport of the body (handling, specific arrangements for transport, preparation) to the limit of the amount indicated in the Table of Guarantees.

EARLY RETURN

If you must interrupt your travel prematurely in the cases listed below, we cover your additional transport expenses and those of your beneficiary family members or of a person covered under the present contract who is accompanying you, if the transport tickets purchased for your return and theirs may not be used because of this event, based on a train ticket in 2nd class or a plane ticket in economy class.

We intervene in case of :

- The unforeseen hospitalisation of a member of your family, of a person responsible for looking after your minor-age child who remained at home, of your professional replacement,
- The demise of a member of your family, of a person responsible for looking after your minor-age child who remained at home, of your professional replacement.

REPLACEMENT DRIVER

You are ill or injured during a covered sports activity in one of the countries mentioned below and can no longer drive your vehicle : if none of the passengers is able to replace you, we make a driver available to bring the vehicle to your place of residence via the most direct itinerary.

We cover the expenses for the trip and the pay of the driver.

The driver is required to respect labour legislation, and in particular must - in accordance with current French legislation - stop for 45 minutes after driving for 4 ½ hours, and the total amount of time driven per day must not surpass 9 hours.

If your vehicle is more than 8 years and/or has been driven more than 150,000 km or if its condition and/or load does not comply with norms defined by the French Driving Code, you will have to mention it to us. We then reserve the right to not send a driver.

In this case, and to replace making a driver available, we provide and pay for a train ticket in first class or an airplane ticket in economy class to go pick up the car.

This service only applies in the following countries : France (including Monaco, Andorra, excluding the overseas department and territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, The Netherlands, Luxembourg, the United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

The expenses for fuel, tolls, hotels and dining for eventual passengers are your responsibility.

In any event, the entire benefit may not exceed the amount indicated in the Table of Guarantees.

EXPENSES FOR SEARCH AND RESCUE

Following a covered event during a covered sports activity, we cover, to the limit of the amount indicated in the Table of Guarantees, the expenses for search and rescue required by an intervention after an event putting your life in danger, in a private or public domain, of teams belonging to companies duly certified and equipped with all resources, including use of a helicopter, in order to locate you and evacuate you to the closest welcome centre.

We cannot under any circumstances replace local emergency services organizations.

Other than the general exclusions of the present information notice, the following are also excluded from coverage:

- Expenses for search and rescue resulting from failure to observe the rules of safety established by the operators of the site and/or the regulatory provisions governing the activity practiced by the Insured.

EXCLUSIONS FROM ASSISTANCE TO PERSONS

The following are not covered :

- Benign ailments or injuries which may be treated on site and/or which do not prevent the Insured from continuing his sports activity,
- Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, abortion, the aftermath of childbirth,
- Convalescences and ailments during treatment, not yet healed and including a sudden risk of aggravation,
- Illnesses previously diagnosed having resulted in hospitalization in the 6 months preceding the request for assistance,
- Events related to medical treatment or to surgical intervention which was not unforeseen, fortuitous or accidental,
- Trips taken for diagnostic purposes and treatment,
- Any voluntary mutilation of the Insured,
- Expenses for prostheses: optical, dental, acoustic, functional, etc.
- The consequences of situations of infectious risks within the context of an epidemic which involve placement into quarantine or preventive measures or measures of special observation on the part of international and/or local health authorities in the countries where you're staying, and/or national authorities in your place of origin.
- Expenses for spa treatments, beauty treatments, vaccination and the resulting expenses,
- Stays in rest facilities and the resulting expenses,
- Re-education, physical therapy, chiropractic care and the resulting expenses,
- Planned hospitalizations.

GENERAL EXCLUSIONS

The following are not covered :

- Services which were not requested beforehand or which were not organized by us, or with our approval, do not grant the right, after the fact, to reimbursement or indemnification,
- The practice of an activity not mentioned in the "Covered sports activities" definition,
- Expenses for dining, hotel, except those specified in the text on guarantees,
- Harm caused intentionally by an Insured and that resulting from his participation in a crime, misdemeanour or altercation, except in a case of legitimate defence,
- Use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Participation in competitions or contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air,
- The consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity,
- Expenses incurred after expiration of the guarantee,
- Voluntary non-observance of the regulations of the country visited or the practice of activities not authorized by the local authorities,
- Official interdictions, seizures or restrictions by the public authorities,
- Use by the Insured of aerial navigation equipment,
- Use of war machines, explosives and firearms,
- Damage resulting from intentional or fraudulent fault of the Insured in conformity with article L.113-1 of the Insurance Code,
- Suicide or attempted suicide,
- Epidemics, pollution, natural disasters,
- Civil or foreign war, riots, strikes, demonstrations, acts of terrorism, hostage-taking,
- Disintegration of an atomic nucleus or any radiation coming from a source of radioactive energy.

The liability of MUTUAIDE ASSISTANCE may not under any circumstances be sought for failure or delay in fulfilling its obligations which result from a case of force majeure, or events such as civil or foreign war, rioting or protests, lockout, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of an atomic nucleus, the explosion of machines and the effects of nuclear radioactivity, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstance or situation of force majeure, as well as their consequences.

SCOPE OF APPLICATION

RULES OF FUNCTIONING OF ASSISTANCE SERVICES

Only the telephone call from the Insured at the time of the event makes it possible to implement assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requesting party, organizes and covers the services specified in the present agreement.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to provide proof of his capacity and to produce, at his expense, the items and documents which prove this right.

The Insured must permit our doctors to have access to all medical information concerning the person for whom we are providing services. This information shall be treated with respect for medical secrecy.

MUTUAIDE ASSISTANCE may not under any circumstances replace the local organizations for emergency intervention and intervenes to the limit of approval given by the local authorities, nor cover expenses thusly incurred, with the exception of expenses for transport by ambulance or taxi to the closest facility that can provide appropriate care, in case of a benign ailments or injuries which do not require repatriation or medical transport.

Services provided by MUTUAIDE ASSISTANCE are carried out in respect of all national and international laws and regulations. They are subject to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has covered the transport of an Insured, this latter party must return his initial return ticket that was not used.

MUTUAIDE ASSISTANCE decides on the type of airplane ticket made available to the Insured based on the possibilities offered by air transporters and the duration of the trip.

CONDITIONS OF REIMBURSEMENT

Reimbursements to the Beneficiary/Insured may only be provided by us upon presentation of the original paid invoices corresponding to expenses incurred with our approval.

Requests for reimbursement must be sent to :

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

HANDLING OF COMPLAINTS

In case of disagreement or discontent regarding implementation of the assistance services of your contract, we invite you to send your complaint to MUTUAIDE by calling 01.48.82.62.68 or by writing to medical@mutuaide.fr

If you are not satisfied with the response provided to you, you may send a letter to:

**MUTUAIDE - Service Qualité Clients
8-14, Avenue des Frères Lumière - 94368 BRY SUR MARNE CEDEX**

MUTUAIDE agrees to confirm receipt of your correspondence within a period of 10 business days. It will be handled within a maximum of 2 months.

If disagreement persists, you may refer the matter to the Médiation de l'Assurance (insurance mediation) by postal mail to:

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

DATA COLLECTION

The Insured recognises having been informed that the Insurer processes his personal information in conformity with the regulations relative to the protection of personal information in effect and that, furthermore:

- the responses to the questions asked are obligatory and that, in case of false statements or omission, the consequences for him may be invalidity of his enrolment for the insurance Contract (article L 113-8 of the Insurance Code) or reduction of the indemnities (article L 113-9 of the Insurance Code),

- the processing of personal information is necessary for enrollment and fulfillment of his Contract and his guarantees, for management of the commercial and contractual relationships, or to satisfy legal, regulatory or administrative provisions in effect.
- The information collected and processed is retained for the duration necessary for execution of the Contract or to satisfy the legal obligation. This information is then archived in conformity with the durations specified by provisions relative to the time limit.
- The recipients of this information are, within the limit of their responsibilities, the departments of the Insurer responsible for establishing, managing and fulfilling contracts and the guarantees, its delegates, representatives, partners, subcontractors or reinsurers, within the framework of fulfilling their assignments.

It may be also be sent if there are professional organisations or persons involved with the Contract, such as lawyers, experts, court auxiliaries and officers, trustees, guardians or investigators.

Information may also be sent to the subscriber or any persons authorised as an Authorised Third Party (courts, mediators, concerned officers, regulators or any public organisations authorised to receive it, as well as services responsible for auditing such as statutory auditors, auditors as well as the services responsible for internal auditing).

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the Monetary and Financial Code with regard to the fight against money laundering and against the financing of terrorism and, in this regard, it monitors contracts which could result in the drafting of a declaration of suspicion or a measure of freezing of assets.

Information and documents concerning the Insured are retained for a period of five (5) years following the closing date of the Contract or termination of the relationship.

- His personal information will also be able to be used within the framework of the fight against insurance fraud which could lead, if applicable, to recording on a list of persons presenting a risk of fraud.

This record could have the effect of prolonging examination of his case, or even reduction or refusal of the benefit of a right, service, contract or other benefit.

Within this framework, personal information concerning him (or concerning the persons that are parties to or concerned by the contract, may be processed by any authorised persons intervening within the companies of the Insurer Group within the framework of the fight against fraud. This information may also be sent to the authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court auxiliaries, ministerial officers; third-party organisations authorised by a legal provision and, if applicable, the victims of acts of fraud or their representatives).

In case of alert about fraud, the information is retained for a maximum of six (6) months for qualification of the alert, and then eliminated, unless the alert turns out to be relevant. In case of a relevant alert, the information is kept for up to five (5) years following the closing date of the fraud case, or until the end of the judicial procedure and expiration of the applicable time limits.

For persons added to the list of presumed frauders, the information which concerns them is eliminated beyond the period of 5 years following the date of recording on this list.

- In its capacity as an Insurer, it is founded in performing processing of data relative to violations, condemnations and measures of surety, either at the time of subscription of the insurance contract, or during the effective period of it, or within the framework of the handling of litigation.
- Personal information will also be able to be used by the Insurer within the framework of the processing which it undertakes for the purpose of research and development to improve the quality or relevance of its future insurance products and service offers.
- His personal information may be accessed by certain employees or service providers of the Insurer established in countries located outside of the European Union.
- By providing proof of his identity, the Insured has the right to access, rectify or eliminate the information which concerns him, or to express objection regarding it. He also has a right to request limited use of his information when it is no longer necessary, or to recover the information that he has provided, in a structured format, when this is necessary for the contract or when he has approved use of this information.

He has the right to establish instructions relative to the handling of his personal information after his death. These instructions, general or specific, concern retention, elimination and communication of his information after his death.

He may exercise his rights by contacting the Data Protection correspondent of the Insurer :

- by e-mail : DRPO@MUTUAIDE.fr
- Or by post : MUTUAIDE ASSISTANCE 8/14 Avenue des Frères Lumière - 94368 BRY SUR MARNE Cedex.

After having made a request to MUTUAIDE without receiving satisfaction, he has the possibility of filing a complaint with the CNIL (Commission Nationale de l'informatique et des Libertés).

SUBROGATION

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary, to the limit of the indemnities paid and services provided by it, against any party responsible for the events having caused its intervention. When the services provided in execution of the agreement are covered, in part or in whole, by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the beneficiary against this company or institution.

TIME LIMIT

In conformity with article L 114-1 of the Insurance Code, all actions resulting from the present contract **are time-barred by two years** starting from the causal event.

However, this timeframe is only applicable:

- in case of hesitation, omission or false or inexact declaration about the risk incurred, starting from the day that the Insurer became aware of it;
- in case of a claim, on the day that the concerned parties became aware of it, if they prove that they were not aware up to that point.

When the action of the Insured against the Insurer results from the recourse of a third party, the statute of limitations only starts to run from the day that this third party initiated legal action against the Insured or was indemnified by this latter party.

This time limit maybe interrupted, in conformity 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 party against which it was lapsing (article 2240 of the Civil Code);
- a request before a court of law, even in urgent proceedings, until termination of the procedure. The same is true when it is brought before an incompetent jurisdiction or when the act of referral of the jurisdiction is cancelled by a procedural error (articles 2241 and 2242 of the Civil Code code). The interruption is null and void if the requesting party withdraws his request or allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- a conservatory measure taken in application of the Code of Civil Procedures of Execution or an act of forced execution (article 2244 of the Civil Code).

It is reminded that:

Calling upon one of the solidary debtors by a request in a court of law or by an act of forced execution or recognition by the debtor of the right of the party against whom the time limit was lapsing interrupts the time limit against all others, even against their heirs.

However, calling upon one of the heirs of a solidary debtor or recognition of this heir does not interrupt the time limit with respect to the other co-heirs, even in case of a secured receivable, if the obligation is divisible. This involvement or recognition only interrupts the time limit, with respect to the other co-debtors, for the portion for which this heir is responsible.

To interrupt the time limit for the entire amount, with respect to the other co-debtors, is necessary to call to upon all the heirs of the deceased debtor or to obtain the recognition of all these heirs (article 2245 of the Civil Code).

Appeal made 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 expert following an incident;
- the mailing of a registered letter with confirmation of receipt (sent by the Insurer to the Insured concerning the action for payment of the contribution, and sent by the Insured to the Insurer as concerns payment of the indemnity).

SETTLEMENT OF DISPUTES

Any disagreement between the Insurer and the Insured Party concerning the issue and payment of the services will be submitted by the most relevant party (if no amicable solution is possible) to the competent jurisdiction responsible for the home of the beneficiary in accordance with the terms of article 114-1 of the Insurance Code.

FALSE DECLARATIONS

When they change the subject of the risk or decrease our opinion of it:

- Any reticence or intentionally false declaration on your part results in invalidity of the contract. The premiums paid are retained by us and we will be within our rights to require the payment of premiums come due, as specified in article L 113-8 of the Insurance Code;
- Any omission or inexact declaration on your part for which bad faith is not established results in cancellation of the contract 10 days after notification has been sent to you by registered mail and/or the application of the reduction of indemnities in conformity with article L 113-9 of the Insurance Code.

MULTIPLE POLICIES

In conformity with the provisions of Article L121-4 of the Insurance Code, when several insurance policies have been established without fraud, each of them produces its effects within the limits of the guarantees of each contract and in respect of the provisions of Article L121-1 of the Insurance Code.

REGULATOR

The authority responsible for regulation of MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

RIGHT OF RENUNCIATION

In conformity with article L112-2-1 of the Insurance Code, you have the possibility of exercising your right of renunciation of your Insurance contract established by distance within a period of 14 days following the date of establishment of the contract.

This option is not valid for insurance contracts for travel and assimilated events of a duration of one month and less than one month.

The request for renunciation must be sent by registered letter with confirmation of receipt to:

ASSURINCO
122 bis quai de Tounis – BP 90 932
31 009 TOULOUSE CEDEX

Hereafter is a model letter of renunciation:

Last name, First name :

Number and name of the contract :

Dear Sirs,

In conformity with article L112-2-1 of the Insurance Code, I hereby expressly renounce subscription of the insurance contract referenced above, which I subscribed exclusively by distance on/...../.....

Yours sincerely,

Established on:/...../.....

ASSURINCO Cabinet Chaubet Courtage

SARL de courtage en assurances au capital de 140 750 €

Siège social : 122 Bis, Quai de Tounis, 31000 TOULOUSE

Tél. : 05.34.45.04.04

RCS TOULOUSE N° SIREN 385 154 620

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