



L'assurance des sportifs Européens dans le monde entier

Note of Information contract 53 785 972 subscribe by Diot Montagne to European amateur athletes.

As in all assistance and insurance policies, this policy contains rights for you and for us as well as obligations. The policy is regulated by the French insurance code. The rights and obligations stipulated in the policy are explained in the following pages.

The assured are covered, with the present contract, during the practice of a guaranteed sports activity.

The Card Impact Multisports is intended to cover the European\* amateur sportmen during the practice of a sports activity.

Subscription	
Individual per day	3.20 €
Individual per year	51.00 €
Family per year (5 pers max)	112.00 €

\* European union and switzerland

**subscribe online :**  
**[www.diot-montagne.fr](http://www.diot-montagne.fr) or [www.impact-multisports.com](http://www.impact-multisports.com)**

An insurance by :



COURTIER D'ASSURANCES

Résidence le Grand Coeur - Bat B  
298 Av du Maréchal Leclerc - BP23  
73704 Bourg st Maurice CEDEX  
Tél : 04 79 07 05 88  
Fax : 04 79 07 27 01

SAS au capital de 40 000 €  
régie par le Code des Assurances  
393 688 502 RCS Albertville

[www.diot-montagne.fr](http://www.diot-montagne.fr) - n°Orias : 07022501 - [www.orias.fr](http://www.orias.fr)



\* Vous vivez, nous veillons  
\* Vous vivez, nous veillons

1 Promenade de la Bonnette  
92330 GENEVILLIERS  
Tél : 01 41 85 85 85  
Fax : 01 41 65 83 08

SA au capital de 23 601 857 €  
régie par le Code des Assurances  
451 386 405 RCS Nanterre

**TABLE OF GUARANTEE AMOUNTS**

<b>ASSISTANCE GUARANTEES</b>	<b>AMOUNTS per person</b>
<b>• ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY</b>	
- Transportation / Repatriation	Real costs
- Return of one accompanying person	Return Tickets
- Hospitalisation presence	One way and return ticket €150 € per night (10 nights max)
- Accompanying children	One way and return ticket for the Hostess
- Replacement drive	One way ticket or replacing driver
- Early return in the event of hospitalisation of a family member .	Return ticket
<b>• MEDICAL EXPENSES</b>	
- Complementary reimbursement of medical expenses outside the country of origin	10 000 €
- Dental emergencies	300 €
- Deductible for medical expenses	50 €
- Advance of hospitalisation costs outside the country of origin	10 000 €
<b>• SEARCH AND RESCUE COSTS</b>	
- Search and rescue	20 000 €
<b>• ASSISTANCE IN THE EVENT OF DEATH</b>	
- Transport	Real costs
- Coffin costs	800 €
- Return of family members or an insured accompanying person	Return Tickets
- Early return if death of family member	Return Tickets
<b>• TRAVEL ASSISTANCE</b>	
- Assistance in the event of an accident at home	
- Return	Return Tickets
- Advance on bail abroad	15 000 €
- Coverage of lawyers' fees	3 500 €
- Transmission of urgent messages	Real costs
- Shipment of medication	Shipment fees
<b>INSURANCE GUARANTEES</b>	<b>MONTANTS TTC PAR PERSONNE</b>
<b>• REIMBURSEMENT OF MEDICAL EXPENSES IN THE EVENT OF AN ACCIDENT</b>	
- Of an insured sport activity	3 500 €
- Coverage of physiotherapy equipment	150 €
<b>• REIMBURSEMENT OF RENTAL COST IN CASE OF SPORT EQUIPMENT DAMAGES OR PERSONAL LEISURE EQUIPMENT</b>	
- Renting fees	300 € per year with a max of 2 claims per year
<b>• SEARCH AND RESCUE COSTS</b>	
- Rescue on marked pistes	Real costs
<b>• SPORTS AND LEISURE LIABILITY</b>	
- Physical injury	4 500 000 €
- Intangible damages	45 000 €
<i>Intangible damage deductible</i>	150 €
<b>• INTERRUPTION COST OF SPORT SUBSCRIPTION</b>	
- Reimbursement of services not used in the event of medical reason for sport activity	Prorata temporis with 500 € per year max
<i>Deductible</i>	50 € per claim
<b>• INDIVIDUELLE ACCIDENT</b>	
- Compensation in the event of death	5 000 €
- Compensation in the event of permanent handicap	5 000 €
<i>Deductible</i>	10 % degree of disablement

## DEFINITIONS

**Accident** : A sudden and unforeseen event affecting any natural person which has not been deliberately caused by the victim of such and arising from a sudden action with an external cause and which prohibits any travel by the person's own means.

**Claim** : Event of a random nature which may cause the guarantee stipulated in this policy to be applied.

**Country of domicile** : Your country of origin is considered to be the country of your domicile.

**Abroad** : « Abroad » is understood to mean the entire world, except the country of origin.

**Deductible** : The part of the indemnity to be borne by you.

**Domicile** : Domicile is understood to mean your principal and usual place of residence, as indicated on your income tax return located in Europe.

**Europe** : Europe is understood to mean: European Union and Switzerland.

**Family member** : Family member is understood to mean spouse, partner in « PAC » (civil partnership agreement) or common law spouse living under the same roof, child (legitimate, illegitimate or adopted), brother, or sister, father, mother, a parent-in-law, a grandchild and a grandparent.

**France** : France is understood to mean Metropolitan France and the Principality of Monaco.

**Hospitalisation** : Hospitalisation is understood to mean all admission of the insured in Medical centre (hospital or clinic) prescribed by a doctor, related to an accident or a illness and lasting at least one night.

**Illness** : A change in medical condition duly noted by a physician formally prohibiting the person in question from leaving his or her residence and requiring medical treatment and the absolute cessation of any professional activity.

**Insured** : The following are deemed the Insureds and are herein after referred to as « You » ; Natural persons practising a sport activity and having jointly taken out the present insurance policy. These persons must have their main residence in the European Union or Switzerland.

**Insure Entity** : Diot Montagne has taken out this policy on behalf of other beneficiaries, herein after termed « insureds ».

**Insurer** : In this contract, Europ Assistance is replaced by the term « We ». The services defined on the "Insurance" and "Assistance" chapter are covered and provided by Europ Assistance.

**Repatriation** : Transport of an insured organised by ourselves because of illness or accidental injury, organised according to the conditions and modalities defined in the chapter "TRANSPORT / REPATRIATION".

**Souscripteur** : Diot Montagne qui souscrit le présent contrat pour le compte d'autres bénéficiaires, ci-après dénommés les Assurés.

**Sporting Activity** : All sport practices, excluding air sports, combat sport, hunting and motorised sports. This sporting activity can be organised by a club, Tour Operator, association or individual practice. Sport practices in professional purposed and competitions requiring a licence or organised by a federation are still excluded.

**Sport Trip** : "Sporting Trip" is understood to mean, all journey, outside your residence location, aiming to practice a sport activity and requiring a trip by locomotion means.

## GUARANTEE TERRITORIAL EXTENT

**The guarantees shall apply worldwide outside your legal**

**The following are excluded from guarantee : countries in a state of civil or foreign war, acknowledged political instability, incurring reprisals, restrictions on the freedom of circulation of goods and persons irrespective of the cause, in particular safety and meteorological ; countries incurring acts of terrorism and having incurred natural catastrophes or desintegration of the atomic core. For information prior to departure, please contact our points of sale or our Commercial Relations Department on 00 33 1 41 85 85 41**

## DESCRIPTION OF ASSISTANCE GUARANTEE

THE FOLLOWING ARE COVERED

### 1. ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY WHILST TRAVELLING

#### - TRANSPORTATION / REPATRIATION

In the event of a sport activity, you are ill or injured, our physicians contact the local physician or hospital facility treating you the illness or accident. They gather all the information required to make a decision taken in your medical interest from the local physician and, where required, from your usual physician. The information we collect enables us after our physicians' decision to instigate, organise and cover either your return home or transportation under medical supervision where required to a suitable hospital facility near your home by means of a light medical vehicle, ambulance, sleeper, first class train (bunk or seated place), economy class regular airline or medical aircraft. The decision is taken in your medical interest from the local physician and, where required, from your usual physician. In some cases, your safety may require preliminary transportation to a nearby care facility before considering a return to a facility near your home. Only your medical interest and compliance with health regulations in effect are taken into consideration when deciding on transportation, the means to be used for such and the choice of hospitalisation where required. Information from local physicians or your normal doctor may be vital and will help us make the most appropriate decision. Accordingly, it is formally agreed that the ultimate decision to be applied in your medical interest will be taken by our physicians to avoid any conflict between medical authorities.

Furthermore, in the event that you refuse to follow the decision deemed the most appropriate by our physicians, you will formally release from any responsibility, in particular with regard to a return by your own means or in the event that your medical conditions worsens.

#### - RETURN OF IN INSURED ACCOMPANYING PERSON

When you are repatriated by us, according to the opinion of our Medical Service, we organise the transport of the members of your family or of an insured person who was travelling with you in order, if possible, to accompany you on your return: They will be transported::

- With you, or:
- Individually;

We assume the transport of these insured persons, by 1st class train or by economy class flight and, as applicable, the taxi fares on leaving to get from the place of your holiday to the station or airport, and on arrival, from the station/airport to your domicile.

## **- HOSPITALISATION PRESENCE**

If you are hospitalised during your trip abroad following an illness or accident and our physicians consider on the basis of the information disclosed by local doctors that you cannot be transported for another 4 days. We will organise and meet the costs of a return trip by first class train or economy class airline for a person you choose from your country of origin to come to your bedside. We will also meet the cost of hotels bills (room and breakfast) for this person for a maximum of ten nights to the extent of the amount stipulated in the Table of Guarantees amounts. This service may not be combined with the following services: « RETURN OF MEMBERS OF YOUR FAMILY OR OF INSURED ACCOMPANYING PARTIES » and « EXTENDED STAY »

## **- ACCOMPANYING YOUR CHILDREN**

Should you find yourself as a result of injury or illness unable to take of your under 18 who are travelling with you, we will organise and cover the return trip by first class train or economy class airline from your country of origin for a person of your choice or one of our hostesses in order to return your children to your country of origin to your residence or the residence of a member of your family chosen by you. You must pay for the tickets of your children.

## **- REPLACEMENT DRIVER**

If your medical condition precludes you driving your vehicle and none of the passengers can replace you, we will provide you with a driver to return the vehicle to your residence by the most direct route. We also meet the travel costs and salary of the driver. Fuel costs, tolls, hotel and catering expenses for any passenger must be met by the said passengers. The driver shall operate as per current regulations applicable to profession. The guarantee shall apply if your vehicle is in perfect working order, complies with the national and international highway codes and meets the standards of mandatory vehicle inspections. Otherwise, we reserve the right not to send a driver and in replacement we shall provide and meet the cost of a first class train ticket or economy class airline ticket to go and retrieve the vehicle..

## **- EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER**

Should you learn whilst your sport stay of the serious and unforeseen hospitalisation of a member of your family, so that you can get to the bedside of the person hospitalised in your country of origin, we organise and assume your return trip in 1st class train or regular economy class flight, an, as applicable, taxi fares on leaving to go from the place of your holiday to the station or airport, and upon arrival from the station/airport to your domicile.

If you fail to present the documentary proofs (death certificate, proof of link of affiliation) in a maximum period of 30 days, we reserve the right to invoice you for all the services. The person responsible for looking after your minor and/or handicapped child remaining at home must obligatory have been named at the time you reserved your journey for this service to be implemented

## **2. MEDICAL EXPENSES**

### **- COMPLEMENTARY REIMBURSEMENT OF THE MEDICAL EXPENSES (ABROAD ONLY)**

Before leaving on a journey abroad, we advise you to take with you the forms that are suited to the nature and length of your journey, and for the country to which you are going (there is specific legislation for the European Economic Area). These various forms are issued by the Social Security Fund to which you are affiliated so that you can, in this case of an illness or accident, have your medical expenses assumed directly by this body.

#### **Nature of the medical expenses entitling you to a complementary reimbursement:**

The complementary reimbursement covers the costs defined below, provided that they concern treatment dispensed abroad following an illness or an injury that occurred during a sport activity:

- Medical fees;
- Costs of medicines prescribed by a doctor or a surgeon;
- Costs of an ambulance or taxi ordered by a doctor for a local journey abroad;

Hospitalisation costs when you are judged unsuitable for transport by decision of our doctors taken after obtaining information from the local doctor. The complementary reimbursement of these hospitalisation costs ceases from the day on which we are able to transport you.

#### **Amount and conditions of being taken in charge**

We reimburse you the amount of the medical expenses incurred abroad during a sport activity and which you have to assume after reimbursement by the Social Security, the mutual insurance company and/or any other death and disability insurance body, for the amounts indicated in the Table of Guarantee Amounts, per insured person. A deductible, whose amount is indicated in the Table of Guarantee Amounts, is applied in all cases per insured and per occurrence. You (or your assigns) undertake in this respect, when you return to your country, to take all necessary steps to recover your medical expenses from the bodies concerned, and to send us the following documents:

- Original detailed statements of the social security and/or death and disability insurance bodies proving the reimbursement obtained;
- Photocopies of the treatment notes justifying the expenses incurred.

Failing this, we cannot make the reimbursement.

### **- ADVANCE ON HOSPITALISATION COSTS (ABROAD ONLY)**

You are ill or injured during the journey abroad whilst practising a sport activity, so as long as you are hospitalised, we can advance you the hospitalisation costs, limited to the amounts indicated in the Table of Guarantee Amounts, per person insured. This advance shall be made subject to the following combined conditions:

- For treatment prescribed in agreement with our doctors,
- So as long as you are judged not fit for transport by a decision of our doctors taken after obtaining information from the local doctor.

No advance is granted from the day when we are able to transport you, even if you decide to stay where you are. In all cases, you undertake to reimburse this advance to us no later than 30 days after receipt of our bill. To be reimbursed yourself, you must then take the necessary steps to recover your medical expenses from the bodies concerned. This obligation applies even if you have undertaken the reimbursement procedures referred to above.

### 3. SEARCH AND RESCUE COSTS

We meet the costs for search and rescue to the extent stipulated in the Table of Guarantee Amounts. Only the costs invoiced by an authorised company for such activities can be reimbursed.

### 4. ASSISTANCE IN THE EVENT OF DEATH

#### - COFFIN TRANSPORTATION AND EXPENSES IN THE EVENT OF AN INSURED'S DEATH

In the event an insured dies during the sport trip, we organise and cover transportation of the deceased to the location of the funeral in the insured's country of origin. We also meet all expenses required for preparation care and specific requirements for transportation solely excluding all other expenses. Furthermore, we contribute to coffin or funeral urn expenses which you will obtain from the funerary service provider of your choice **to the extent of the amount stipulated in the table of Guarantee Amounts.**

**Other expenses (in particular ceremony, funeral procession, interment) must be met by the family.**

#### - RETURN OF FAMILY MEMBERS OR OF ONE ACCOMPANYING PARTY IN THE EVENT OF THE INSURED'S DEATH

Where applicable, we organise and cover the return by first class train or economy class airline ticket of the beneficiary family members or one accompanying person travelling with the deceased to enable them to attend the funeral insofar as initially planned means for their return may not be used.

#### - EARLY RETURN IN THE EVENT OF THE DEATH OF A MEMBER OF YOUR FAMILY

Should you learn during your sport trip, of the death of a member of your family, to enable you to attend the funeral in your country of origin we organise and cover your return journey by first class train and economy class airline ticket or a one way flight ticket for you and an insured person you choose who is travelling with you. Should you fail to submit documentary proof (death certificate, proof of the family connection) within 30 days, we reserve the right to invoice you the entire cost of the service

### 5. TRAVEL ASSISTANCE

#### - EARLY RETURN IN THE EVENT OF A CLAIM AT HOME

Should you learn during your sport trip that your presence at home is vital following flooding, fire or burglary occurring in your home in order to carry out the administrative formalities, we will organise and cover your return trip by first class train or economy class airline ticket from your location to your home. Should you fail to submit documentary proof (claim declaration sent to the insurer, assessment report, police complaint, etc...) within 30 days, we reserve the right to invoice you the entire cost of the service.

#### - ADVANCE ON BAIL (ABROAD ONLY)

In the event that you are subject of criminal proceedings abroad following a road accident (excluding all other causes) which you caused, we advance the bail bond **to the extent of the amount stipulated in the Table of Guarantee Amounts.** You undertake to reimburse the said advance within 30 days upon receipt of our invoice or as soon as the bail is returned to you by the authorities should the return occur prior to 30-day term.

**This service does not cover the legal consequences of proceedings instigated in your country of origin following a traffic accident occurring abroad.**

#### - TRANSMISSION OF URGENT MESSAGES (ABROAD ONLY)

During your sport trip abroad, if you are unable to contact a person living in your country of origin, we will transmit the message that you have already told us by phone, on the date and time that you will choose. The landline exclusively dedicated for this purpose is: 33 1 41 85 81 13. You can also dial this number, and leave a message dedicated to a person of your choice who can be informed by a simple call.

**NOTA:** this specific phone number can record your message, but it cannot enable you to use the PCV. We are not legally responsible of the message in its entirety. The message is submitted to the french penal and administrative legislation. Non-respect of this legislation can entail the refusal to communicate the message.

#### - SHIPMENT OF MEDICATION ABROAD

In the event that you are abroad for sport activity purpose, and that the medication vital to continuing treatment which, if interrupted, would incur a risk to health in our physicians' opinion is lost or stolen, we will search for equivalent medication on site and in accordingly organise a medical check-up with a local physician who will prescribe them. You must pay medical expenses and medication. If there are no equivalent medicines available locally, we will organise only from France the shipment of medication prescribed by your usual physician provided that the said physician sends our doctors a copy of the prescription and that such medication is available in pharmacies. We will meet the cost of shipments are subject to the general terms and conditions imposed by France and by the domestic legal systems of each country with regard to the import / export of medication.

#### THE FOLLOWING ARE EXCLUDED

**We cannot under any circumstances replace local emergency service. In addition to the exclusions stipulated in the GENERAL POINTS section, the following are excluded:**

- The consequences of fraudulent acts, suicide attempts or suicide;
- Costs incurred without our approval or not formally stipulated in these General Terms and Conditions of the policy;
- Illnesses and / or injuries diagnose beforehand and / or treated and requiring hospitalisation (out-patient care included) in the six months prior to any request. This applies equally to the occurrence or worsening of the said medical condition;
- Costs not evidenced by original copies;
- Claims occurring in countries excluded from the guarantee or outside the policy validity dates;
- The consequences of incidents occurring during motorised trials, races or competitions (or their trials), subject to prior authorisation from the authorities as per current regulations, when you take part as a competitor;
- Journeys undertaken for a diagnosis and / or medical treatment;
- Organisation and coverage of transport as stipulated in the "Transportation" section for benign afflictions which may be treated at home and which do not prevent you from continuing your journey trip;



- Requests for assistance relating to medically assisted procreation or voluntary termination of pregnancy;
- Incidents relating to a pregnancy the risk of which was known prior to departure and its consequences (including giving birth) and in all cases, incidents due to pregnancy after the 36th
- Medical appliances, and prostheses (dental, hearing, medical); week and their consequences (including giving birth);
- Spa treatment costs;
- Medical expenses incurred in the beneficiary's country of residence;
- Scheduled hospitalisation;
- Optical costs (spectacles and contact lenses, for example);
- Vaccines and vaccination costs;
- Cosmetic interventions,
- Travel expenses in a convalescent home;
- Physiotherapy, re-education and chiropractice expenses;
- Expenses covering medical or para-medical services and the purchase of products whose therapeutic effects are not acknowledged by French legislation;
- Mountain, sea and desert search expenses;
- Expenses relating to excess luggage weight when travelling by airplane and to luggage forwarding costs when they are not transported with you;
- Trip cancellation costs;
- Catering costs;
- Customs costs;
- NBC (nuclear, biological and chemical) risks
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## DESCRIPTION OF OUR INSURANCE GUARANTEES

### 1. REIMBURSEMENT OF THE MEDICAL EXPENSES IN THE EVENT OF ACCIDENT OCCURS WHEN PRACTISING A SPORT ACTIVITY

Before leaving on a trip outside your country of origin, we recommend that you obtain the appropriate forms for the nature and duration of your journey and for the country to which you are travelling (there is specific legislation within the European Economic Zone). The various forms are issued by the French Caisse Primaire d'Assurance maladie with which you are registered to ensure direct coverage for your medical expenses by the said organisation in the event of illness or injury.

#### **NATURE OF MEDICAL EXPENSES ENTITLING ADDITIONAL REIMBURSEMENT :**

Additional reimbursement covers the expenses defined herein under provided that they concern care received outside your country of origin following an illness or injury incurred outside your country of origin:

- Medical fees,
- Cost of medication prescribed by a physician or surgeon,
- Ambulance or taxi costs prescribed by a physician for a local journey outside your country of origin,
- Hospitalisation costs when you are deemed incapable of transportation by our physicians after gathering information from the local doctor.

Additional reimbursement for said hospitalisation fees shall end with effect from the day on which we can evacuate you, Dental emergencies to the extent of the amount stipulated in the Table of Guarantee Amounts.

#### **COVERAGE AMOUNT AND CONDITIONS :**

We will reimburse you the amount of medical costs incurred outside your country of origin and still payable after reimbursement from the Social Security, mutual insurer and/or any other benefit scheme organisation to the extent of the amounts indicated in the Table of Guarantee Amounts per insured person. For people living outside of France this coverage applies only during your stay in France. A deductible, the amount of which is stated in the Table of Guarantee Amounts is applied in all cases per insured and per event. You (or your legal beneficiaries) undertake accordingly to carry out all formalities required on return to your country of origin to recover the said expenses from the organisations concerned as well as to send us the following documents:

- Original statements from welfare organisations and/or benefit scheme institutions evidencing the reimbursements obtained;
- Photocopies of care prescriptions evidencing the expenses incurred.

In the absence of such, we may not be able to ensure reimbursement.

#### **PHYSIOTHERAPY EQUIPEMENT OF THE INSURED**

We will reimburse you, the physiotherapy equipment costs remained on your behalf (in complementary of the National Insurance Security reimbursement and all other insurance companies), in the limit of the amount indicated in the Table of Guarantee Amounts.

### 2. REIMBURSEMENT OF RENTAL COSTS AFTER BREAKING YOUR OWN SKIS OR SPORT EQUIPMENT

In the event the insured's personal skis or leisure equipment, we reimburse you the rental cost of a pair of equivalent replacement skis for a maximum duration of eight days to the extent of the maximum amount stipulated in the table of Guarantee Amounts, subject to provision of the following documentary proof:

- Receipt for the loss or theft issued by the authorities or an honour declaration for the loss by the insured entity,
- Documentary proof of payment of the fixed rate made out to the insured with insurance,
- Original copy of the second fixed rate package purchased.

Compensation shall be equal to the purchase price of a new fixed rate less a deductible of one day. This guarantee concerns packages exceeding three days given that all partial days shall be deemed ineligible for compensation. If the package is returned, no compensation shall be payable from the insurer; the operator shall reimburse the insured cost of the replacement package.

### 3. SPORTS LIABILITY

#### THE FOLLOWING ARE GUARANTEED

The pecuniary consequences from which the insured, lacking personal insurance, may suffer because of any bodily injury, consecutive material or non-material loss or damage, caused to other persons in the course of your sporting or leisure activities within the limit of the amounts shown in the Table of Guarantee Amounts. The guarantee shall apply when taking part in your sporting or leisure activity during your trip provided that the said activity is not covered by another insurance policy.

#### THE FOLLOWING ARE EXCLUDED

In addition to the exclusions stipulated in the "GENERAL POINTS" attachment, we cannot intervene under the circumstance stipulated herein after:

- Damage you caused or provoked deliberately as a natural person or as a duly appointed executive or as the result of the company's action if you are a legal entity;
- Damage arising from the use of motorised vehicles, sailboats and motor boats or the practice of airborne sports;
- Property damage occurring on all sail-powered or motorised land vehicle (motorbikes, boats, rental cars or other);
- Damage arising from all professional activity;
- The consequences of all property damage or bodily injury affecting the insured as well as his or partner, ascendants or descendants;
- Non-material damage except when resulting from guaranteed property damage or bodily injury;
- All measures taken at the insured's initiative without prior approval from the Company;
- Accidents resulting from participation in the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, competition luge, all airborne sports, as well as accidents resulting participation in matches or competitions;
- Damage caused to animals or objects belonging to you or which have been rented, loaned or entrusted to you;
- Fines as well as all financial sentences handed down to you which are not executed as direct compensation for bodily injury or property damage

#### TRANSACTION – ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability and no transaction which you may have accepted without our approval can be applied to us. However, acceptance of the events as reported shall not be deemed acknowledgement of liability, nor the fact of providing a victim with emergency aid given that this is an act of assistance which all persons are required to provide.

#### PROCEEDINGS

In the event of litigation against you, we will ensure your defence and manage legal proceedings for the events and damage falling within the purview of the guarantees of this policy.

However, you may decide to be represented jointly with us insofar as you can evidence a specific cause not covered under the terms of this policy. Providing your protective defence may not be interpreted as acknowledgement of the guarantee and does not imply under any circumstances that we accept to meet the damage not guaranteed in this policy.

**However, we retain the right in this instance to act against you to seek, reimbursement for all amounts we paid or reserved on your behalf.**

#### RECOURSE

**With regards to recourse proceedings:**

- Before civil, administrative or commercial courts, we are free to act within the framework of the guarantees stipulated in this policy;
- Before criminal courts, recourse may be instigated only with your approval;
- In the event that the case concerns only civil interests, your refusal to allow us to instigate planned recourse proceedings shall entitle us to claim from you compensation equal to the resulting prejudice incurred by us.

You may not oppose our recourse against a liable third party if the said party is covered by another insurance policy.

#### NON INVOCABILITY OF FORFEITURE

We are required to compensate persons to whom you are liable even if you fail to honour your undertakings after the claim. Nevertheless, we retain in this instance the right to instigate proceedings against you to seek reimbursement for all amounts we have paid or reserved on your behalf.

#### LEGAL COSTS

We meet legal, procedural and other settlement costs. However, if you are found liable for an amount exceeding the guarantee amount, each of us shall incur the said expenses in the proportion to our respective shares in the ruling.

### 4. INTERRUPTION COSTS OF SPORT SUBSCRIPTION

#### THE FOLLOWING ARE GUARANTEED

We reimburse the insured with compensation in the extent of the maximum amount stipulated in the Table of the Guarantee Amounts and deductible, when you have to stop the practice of sport or leisure, whose you have subscribed and paid.

We will intervene for following reasons:

- Medical repatriation organised by us or another assistance company
- Temporary incapacity to practice a sport activity
- Insufficient or excessive snow between 15th December and 15th April causes closing of more than 2/3rd
- Climate event: storm, hurricane preventing the practice of sport expected during the trip, only if the interruption of the activity exceeds 3 consecutive days. mechanical ski lift, which supposed to work at least during 2 consecutive days within 5 days prior your departure or during your journey

You need to have the Multisports card at the subscription for the guarantee being effective.

#### GUARANTEE AMOUNT

We reimburse the insured with compensation in proportion to time not spent of sport or leisure subscription, and it concerns only the concerned person.

Compensation is due once the guaranteed activities are completely stopped and for the expected length. It is calculated on individual total price of the activity subscription basis and on the proportion on time not spent, and so within the limit of the amounts shown in the Table of Guarantee Amounts. File fees, insurance fees and tips, as well as reimbursement or compensation of the other companies where you bought your subscription will be deducted from the compensation.

#### WHAT WE EXCLUDE

Apart from the exclusions contained in the « GENERAL CONDITIONS » we cannot provide our cover in the following circumstances:

- All the known events before the subscription purchase ;
- All medical event not officially declared by a doctor at the moment.

### 5. INDIVIDUAL ACCIDENT

#### WHAT WE COVER

We guarantee the payment of the compensations to the extent of the amount stipulated in the Table of Guarantee Amounts in the event of a corporal accident whilst practising a sporting activity.

#### FOR WHAT AMOUNT DO WE PROVIDE OUR COVER?

We cover you for the amount indicated in the Table of Guarantee Amounts and for the following cases:

##### For the adult insured:

- **Death:** the compensation would be paid to the beneficiaries that the insured has referred to the General Conditions or to the assignees.
- **Disability:** payment of the compensation in accordance with the scale below. In case of disability, the insured will get compensation. The compensation amount will be calculated by applying to the amount indicated in the Table of Guarantee Amounts, the rate of disability indicated in the scale below.

**People being more than 70 years old are not covered by this guarantee.**

##### For insured under 18s:

- **Death of the child:** we reimburse you the funeral fees in the extent of the amount indicated in Table of Guarantee Amounts. The original bill provided by the funeral provider will be required,
- **Disability of child:** payment of the compensation in accordance with the scale below. In case of disability, the insured will get compensation. The compensation amount will be calculated by applying to the amount indicated in the Table of Guarantee Amounts, the rate of disability indicated in the scale below

#### DISABILITY SCALE

	DROIT	GAUCHE
- Complete loss :		
• Arm	70 %	60 %
• Forearm or hand	60 %	50 %
• Thumb	20 %	17 %
• Index	12 %	10 %
• Middle finger	6 %	5 %
• Ring finger	5 %	4 %
• Little finger	4 %	3 %
• Thigh	55 %	
• Leg	40 %	
• Two limbs	100 %	
• Foot	40 %	
• Big toe	8 %	
• Other toes	3 %	
• Both eyes	100 %	
• Sight acuity or one eye	25 %	
- Complete deaf, non curable and no possibility of caring equipment	60 %	
- Complete deaf, non curable and possibility of caring equipment of one ear	10 %	
- Complete mental alienation and not curable	100 %	

#### DEFINITION OF LOSS

Loss is understood as complete amputation or complete paralysis of the considered limb or the ankylosis of whole articulations.**CE**

#### THE FOLLOWING ARE EXCLUDED

In addition to the exclusions stipulated in the “GENERAL POINTS” attachment, we cannot intervene under the circumstance stipulated herein after:

- Accident caused by blindness, paralysis, mental disorder, as well as all the diseases or disabilities existing on the insurance subscription time;
- Your participation to any sport with professional purposes or with remunerating contract



- Accidents caused by the use of motorcycle or big engine bigger than 125 cm as a conductor or a passenger
- Practice of a combat sport, air sport, motorised sport or hunting, as well as competition requiring a licence and organised by a federation
- Corporal damages not related to an insured accident, including cardio accident
- Accidents caused by a transport company non recognized by public persons transport

## HOW IS YOUR INDEMNITY CALCULATED?

The amount of the compensation is fixed only after consolidation, which means, it is only fixed from the moment when the consequences of the accident are stabilised. The final rate, after the accident which would affect a limb or an organ already injured, will be equal to the difference between the rate indicated in the scale and according to the conditions and the rate prior the accident. If you are victim of disability which is not indicated in "Disability Scale", we will determine the disability rate by comparing its heaviness with cases indicated in the scale, without considering the victim's professional activity to determine the infirmity heaviness. If it is medically justified that the insured is left-handed, the disability rate of the superior right limb would be applied to the superior left limb. If the accidents cause many injuries, the disability rate used for the amount calculation that we will paid, will be calculated by applying the incapacity rate indicated in the scale with the chosen method in order to determinate the disability rate in the event of work accident. The application of the scale supposes that the consequences of the accident are not getting worse because of a prior illness or disability, and that the victim is properly taking the adapted medical treatment. If the matter is different, the rate will be determined according to the consequences that the accident could occur on a person being in a normal physical state and having a rational treatment.

## WHAT DOCUMENTS MUST BE PRODUCED IF YOU MAKE A CLAIM ?

Your declaration of a claim must be accompanied by the following items:

- Medical report,
- Witnesses eventual declarations dealing with the accident's materiality or heaviness.

During your treatment period, you must enable the regulating doctors to have free access to your medical file in order to evaluate the consequences of the accident.

In case of disagreement about the causes and the consequences of the accident, we will submit this disagreement to two experts chosen by yourself or by your assignees and the other one by ourselves, subject to our respective rights.

In case of divergence, a third expert will be named by a common agreement, or by the President of Higher Civil Court from your city of residence.

## PART OF CONTRACT

### 1. WHAT ARE THE STATUTES OF LIMITATION?

In accordance with articles L.114-1 and L.114-2 of the French Insurance code, any and all action regarding this policy has a term of limitation of two years effective from the event which prompted the action.

### 2. HOW IS MATERIAL DAMAGE COVERED BY THE INSURANCE GUARANTEES ASSESSED?

If damage cannot be assessed on a case by case basis, they are assessed by means of an out-of-court and mandatory assessment subject to our respective rights. Each party designates an assessor. If the assessors cannot agree, they will appeal to a third assessor. All three will work together on a majority vote basis. In the event that one of the parties does not appoint an assessor or should the two assessors fail to agree on a third, the appointment is made by the presiding magistrate of the Tribunal de Grande Instance with jurisdiction over the location of the claim. The appointment shall be made at the request of at least one of the parties. The party who did not sign the request shall be summonsed to the assessment by registered mail. Each party shall meet the cost and fees and of its assessor and shall meet half the fees and costs of the third assessor where applicable.

### 3. INSURANCE GUARANTEES: HOW WILL IT TIME TO COMPENSATE YOU?

With regard to insurance guarantees, payment occurs within five days after the agreement occurring between us or following the court executive decision

### 4. WHAT ARE THE LIMITATIONS IN THE EVENT OF AN ACT OF GOD OR OTHER SIMILAR EVENTS?

We cannot under any circumstances replace local emergency services. We cannot be held liable for omissions in the provision of services arising from acts of God or events such as civil and foreign wars, acknowledged political instability, civil unrest, riots, acts of terrorism, reprisals, restriction in the freedom of circulation of goods and people, irrespective of the cause and in particular, health, safety meteorological factors, limited or prohibited airborne traffic, strikes, explosions, natural catastrophes and disintegration of the atomic core, nor for delays in the implementation of the said services for the same causes. We cannot be held liable for omissions in the provision of services in the event of delays and/or impossibility in obtaining administrative documents such as entry and exit visas, passports, etc., as required for your transportation within and outside the country in which you are located or for your entry in the country as recommended by our physicians for hospitalisation or for delays in the provision of said services for the same causes.

### 5. WHAT EXCLUSIONS APPLY TO ALL RISKS?

We cannot intervene when your requests for guarantee application or for services following:

- a civil or foreign war, riot, civil unrest or act of terrorism
- an earthquake, volcanic eruption, tidal wave, flood or natural event except under the provisions arising from French law No. 86-600 dated 13 July 1986 concerning compensation of victims of natural catastrophes
- direct or indirect damage of a nuclear origin or caused by any source of ionising radiation
- your voluntary participation in riots or strikes, disputes or assault
- the use of medication, drugs, narcotics or similar products which have not been prescribed and alcohol abuse
- any deliberate act which result in the application of the policy guarantee

### 6 SUBROGATION

After incurring expenses within the framework of our assistance and/or insurance guarantees, excepting those paid under the terms of the 'travel accidents' guarantees, we are subrogated in rights and actions which you instigate against third parties liable for the claim, as stipulated in article L.122.12 of the French Insurance code. Our subrogation is limited to the amount of expenses we incurred in implementing this policy

## 7. DATA PROTECTION

All the information collected by EUROP ASSISTANCE FRANCE – 1 promenade de la Bonnette, 92633 Gennevilliers cedex, upon the subscription to any of its services and/or when performing the services, are necessary to the execution of the commitment we make with regard to you. If the information requested is not provided, EUROP ASSISTANCE will be unable to perform the service for which you wish to subscribe.

This information is solely reserved for the EUROP ASSISTANCE FRANCE department in charge of your policy and may be transmitted, for sole purposes of carrying out the service, to EUROP ASSISTANCE FRANCE service providers or partners.

EUROP ASSISTANCE FRANCE also reserves the right to use your personal information for quality controls or statistical studies. EUROP ASSISTANCE FRANCE may be led to communicate some of your information to partners at the origin of the assistance and insurance services herein.

You have the right to access, change, correct and delete information concerning you by writing to: EUROP ASSISTANCE FRANCE – Quality Service – 1 promenade de la Bonnette, 92633 Gennevilliers cedex.

If for the purposes of carrying out the service requested, information concerning you is transferred outside the European Community, EUROP ASSISTANCE FRANCE will take contractual measures with the recipients to ensure that such transfers are secure.

If you wish to be informed about other service offers and any other commercial information about the EUROP ASSISTANCE GROUP, we invite you to tick the appropriate box in the collection form.

Furthermore, Insured persons are hereby informed that any telephone conversations they have with EUROP ASSISTANCE may be recorded in the context of service quality monitoring and the training of staff.

## HOW TO USE OUR SERVICES?

### 1. IF YOU NEED ASSISTANCE

**In the event of an emergency, it is vital that you contact emergency services to deal with all problems falling within their responsibility.**

To enable us to intervene, we recommend that you prepare before calling.

We will ask you for the following information:

- Your name, and your surname
- Your specific location, the address and telephone number where you can be reached ;
- Your policy number.

You must :

- Call us immediately at the following number : **01 41 85 85 85** (from outside France, you must dial **00 33 1 41 85 85 85**), fax: 01 41 85 85 71 (33 1 41 85 85 71 from outside France);
- **Obtain our prior agreement before taking any initiative or incurring any expenses;**
- Comply with the solutions we recommend;
- Provide us with all the facts concerning your policy;
- Provide us with all the original copies of documentary proof required (death certificate, proof of residence, marital life certificate, proof of expenses incurred, etc...) in support of any and all requests for assistance.

**We intervene on the formal condition that the event prompting us to provide a service was uncertain at the time at which the policy was taken out and when departing on your trip.**

The following is not covered: any event whose cause arose from an illness and/or injury diagnosed and/or treated beforehand and which has required continuous hospitalisation, day patient care or out-patient care in the six months prior to the request for assistance. This applies equally to an occurrence or aggravation in the said condition.

### 2. IF YOU WISH TO DECLARE A CLAIM COVERED BY THE INSURANCE GUARANTEE

Within 5 working days from the moment you were first made aware of the claim, you or any person acting on your behalf must fill in and sign the claim declaration attached to these general terms and conditions and send it to Europ Assistance at the following address:



**DIOT MONTAGNE**  
**Carte Impact Multisports**  
Résidence le Grand Coeur - Bât B  
298, av du Maréchal Leclerc - BP23  
73704 BOURG SAINT MAURICE CEDEX

Fax : 04 79 07 27 01  
Email : [impact-multisports@diot.fr](mailto:impact-multisports@diot.fr)

### 3. FALSE DECLARATIONS :

In the event they change the risk or lower our opinion of it:

- Any and all reticence or deliberately false declaration by you shall render the policy null and void. Premiums paid shall remain our property and we will be entitled to demand payment of premiums payable;
- Any and all omission or incorrect declaration from you for which bad faith cannot be established shall result in termination of the policy ten days after notification sent to you by registered mail and/or application of a reduction in compensation from the French Insurance code as stipulated in article L 113-9.

## WHAT YOU SHOULD DO WITH YOUR TRAVEL DOCUMENTS?

When a trip is organised and covered in accordance with the application of the policy clauses, you undertake either to reserve for us the right to use your travel document(s) or to reimburse us the amounts you obtain as reimbursement from the organisation issuing your travel document(s).