

## ASSURSKI / ASSURSPORT Insurance information booklet

### Policy Schedule (Details shown below)

#### Total amount for each benefit that can be used during the term of the contract

<i>Search and rescue costs :</i>		25 000 €
<i>Medical transportation :</i>	to the closest medical/hospital centre	
<i>Medical repatriation:</i>	France, Spain, Andorra, Switzerland and Italy	10 000 €
<i>Refund of :</i>	Lift Ticket (Ski pass)	€200 (deductible : 1 day)
	Sports lessons	€400 (deductible : 1 day)
<i>Broken sports equipment :</i>	8 days' rental	180 €
<i>Trip Curtailment :</i>		€1,500 (deductible : 1 night)
<i>Repatriation of persons travelling with the patient:</i>	Return using initial transportation means	
<i>Medical expenses :</i>	Refund	1 500 €
<i>Transportation in case of death :</i>	Repatriation	10 000 €
	Funeral costs	2 000 €
<i>Legal protection :</i>		1 000 €
<i>Bail Bonds :</i>		7 500 €
<i>Period of validity :</i>	From 1 day to 1 year	
<i>Scope of application :</i>	Accidents related to the practice of sports only	
<i>2 optional covers: Basic</i>	All sports, except aerial sports and motor sports	
<i>Air sports and motor sports</i>	All sports, including aerial sports and motor sports	
<i>Excluded sports:</i>	Mountain climbing higher than 5,000 metres, Skeleton, Bobsleigh, Olympic sled, Cave exploration, Dangerous animals hunting	

### I- DEFINITIONS :

#### Europe

Europe means European Union member states, UK, Switzerland, Norway, Andorra, Monaco and Liechtenstein.

#### Registered address / Home

Usual address in Europe of the policy-holder and/or beneficiary, as stated in the policy.

#### Policy-holder

The person who purchased the insurance policy; individual or legal entity purchasing the insurance policy, residing in Europe.

#### Beneficiary

Any individual who purchased an Assurski / Assursport policy for him/herself or his/her family, residing in Europe.

#### Family

Two parents and a maximum de 3 children with less than 26 years old or on the same fiscal declaration than the parents.

#### Territorial Validity

France, Spain, Andorra, Switzerland and Italy only.

#### Benefits period

From one day to one year following the indication stated in the agreement.

#### Scope of application

Accidents (limited to bodily injuries only) related to the practice of leisure sports during the period of validity of the agreement only, including travels before or after practice. **Any occurrence outside this scope of application will be excluded.**

#### Accident (bodily injuries only)

Any sudden act beyond the reasonable control of the beneficiary that results in a physical injury to the beneficiary as a result of an external and unpredictable cause.

#### Deductible

The amount of money you have to pay for each claim. Deductible apply per person, per incident and per each section of the policy. Your Deductibles are shown on your policy schedule.

### **Waiting period**

Period during which the guarantees are not due.

If the person has already started his sporting activity either directly or by taking the ski lifts (for taking the ski lifts, will be considered as starting: the opening time linked to the ski lift pass) before subscribing the insurance, then a waiting period is applied until the following day.

### **Policy**

This policy will indemnify the beneficiaries from and against accidental damages and liabilities defined in the following clauses.

### **Disease**

Temporary loss of a person's functional capacity, as acknowledged by a physician, involving the interruption of any activity, including work, requiring medical monitoring and control with the assistance of equipment.

**Sports lesson:** Sports activity involving the presence of a sports instructor holding a professional certificate or state diploma for any of the sports covered by this policy.

### **Third party**

Any other person than the insured.

### **Insurer**

Bastion Insurance Company Limited, Floor 4 Development House, St Anne Street, Floriana FRN 9010, Malta.

### **Assistance platform:**

AIDICALL : Emergency centre open 7x24.

### **Sports concerned**

All sports except: Mounting climbing above 5,000 metres, bobsleigh, skeleton, olympic sled, cave exploring, dangerous animals hunting, air sports (except when the motor sports / aerial sports optional cover has been selected) including Kitesurfing, Paragliding, Ultra Light Motorized Aircraft, delta wing, powered paragliding, sky diving, glider flying etc. (except speed riding, basejumping and wingsuit flying), Motor Sports (except when the motor sports - aerial sports optional cover has been selected) including Motorcycling, Quad, Ski-doo, Jet skiing, Motor boat, etc.

### **Insurance premium**

The insurance premium is the amount invoiced to the insured person (The insured person, you) for the insurance policy (Including the Insurance taxes on the insurance premium), this includes the fees of Bastion Insurance Company (the insurer, us) for the insurance risk the other associated fees and other agent fees (Assurmix) under whom you have subscribed the insurance policy.

The fees of Bastion Insurance Company serve to cover the insured risk including the fees you authorize Assurmix to charge under our name. The remaining of the insurance premium sold, that covers your agent costs and expenses and that serves to cover the cost to issue the insurance policy, has to be paid to your agent directly. Bastion is not concerned about this remaining part.

## **II- COVERS**

### **Duration and effective date of the Guarantee**

The Guarantee takes effect after the Waiting Period if there is one, (see definition) indicated in Chapter I (Definitions).

### **A – Insurance Covers**

#### **1 . Refund of sports activities & Trip Curtailment:**

##### **1-1. Refund of Lift Ticket, Sports lessons:**

If the beneficiary suffers from an injury resulting in an interruption of his/her stay and repatriation arranged by the Assistance platform, or resulting in the obligation, as duly ascertained by the Assistance platform, of staying indoors, the Insurer will give you a refund on a prorata temporis basis, upon the production of original supporting documentation: the lift ticket up to €200 as a maximum and Sports lessons up to €400 as a maximum.

#### **Deductible of one day applied for each guarantee.**

##### **1-2. Trip Curtailment:**

If the beneficiary suffers from an accidental injury resulting in an interruption of his/her trip and repatriation arranged by the Assistance platform, or resulting in the obligation, as duly ascertained by the Assistance platform, of staying indoors, the Insurer will give a refund on a prorata temporis basis, less one night (one-night deductible), accommodation costs (Hotel, campsite or apartment only) already paid and not used, to you and persons travelling with you, to the extent where they are covered by the same policy, up to € 1,500 as a maximum.

#### **Deductible of one night applied**

#### **2 . Medical expenses:**

Under the terms of this cover, should an accident occur while you are practising sports, as the policy is still valid, costs for medical expenses, including prescribed drugs and hospitalisation will be paid up to €1,500 on the sum to be assumed by you, after direct payments by Social Security organisations and private health insurers.

The insured may submit an application to the company to get a refund of costs still payable by the insured upon the production of documentation, within the limit of actual costs due after the refund given by the Social Security authorities and any supplementary health insurance and provident fund.

Any additional payment for glasses and dentures will be limited to €100.

There will be a limit of €250 for dental care.

Physiotherapy costs following accidents and prescribed by a doctor only, will be paid back up to €250 excluding refunds at home and after a period of one week passed the accident.

**When the insurance policy applies first (From the first Euro), if there is no medical insurance or Social Security coverage, a deductible of €500 will be applied.**

**It is mandatory to show the European health insurance card (EHIC) as soon as it is requested.**

#### **Medical Exclusions:**

In addition to General Exclusions, our cover may not apply in the following cases:

- Convalescence and conditions being treated, waiting for full recovery
- Minor affections or injuries which can be treated on site and do not require the trip to end
- Costs for water cure, aesthetic treatment, vaccination, diagnoses, prostheses, apparatus
- Pregnancy after the 32th week
- Medical, pharmaceutical, surgical or hospitalisation costs incurred for any disease whatsoever, including pre-existing diseases.
- Expenses incurred after the cover expired
- Expenses incurred without the assistance platform consent.
- Any cover applications and/or refunds for medical examinations, check-up, preventive screening
- Any medical expenses considered as follow ups (control, additional treatment, surgeries when back home) following an affection which resulted in repatriation or after a period of 15 days passed the accident.
- Tropical diseases, congenital diseases or malformations
- AIDS and sexually-transmitted diseases

#### **B - Assistance covers:**

##### **1-1. Medical Transportation:**

In case an injury occurs while practicing sports, the assistance platform, after securing its medical team's opinion, will arrange and assume the cost of the initial transportation of the insured to a hospital centre or private hospital near the place where the injury occurred.

If the condition of the patient so requires, the Assistance platform will arrange and assume the cost of the travel of a person who is there to accompany him/her.

If hospitalisation exceeds 7 days on site, and if no one can stay at the patient's bedside, the Travel assistance company will provide a return ticket to the person designated by the patient to go to the hospital where the patient is treated.

##### **1-2. Medical repatriation:**

When the insured has been permitted to leave the hospital centre or private hospital where he/she was treated, upon the decision of the Assistance platform medical team only, the assistance platform will arrange and assume the cost of his/her return back home, if the transportation means which had been initially selected cannot be used. We will make arrangements for the policy-holder's repatriation either back home or to the hospital centre located closest to his/her place of residence, up to €10,000.

The assistance platform will make arrangements for the payment of repatriation using the most appropriate means.

**Exclusion : any accident which occurred outside France, Spain, Andorra, Switzerland and Italy will be excluded from the Medical Repatriation Cover.**

##### **2 . Repatriation of persons travelling with the patient:**

If the persons travelling with the patient, and covered by the same policy, cannot go back home using means which had been initially arranged, the assistance platform will arrange and pay for their trip back home.

**Exclusion: Any injury occurring outside France, Spain, Andorra, Switzerland and Italy will be excluded from the cover for the Repatriation of persons travelling with the patient.**

##### **3. Broken sports equipment, Skis/Snowboard, Windsurf, mountain bike, Surf board, etc. :**

If sports equipment owned by the beneficiary is broken, the insurer will provide the beneficiary with rented equipment equivalent to equipment damaged for not more than 8 days, up to €180, provided that there is a rental solution in the town or village where the beneficiary stays, otherwise, the cover will not apply.

#### **4. Search and rescue costs:**

The Travel Assistance Company will assume search, first-aid and rescue costs (including helicopter costs) incurred for rescue actions following the practice of any sports or leisure activities, up to €25,000 per occurrence, whatever the number of persons. For **costs incurred for towing in the sea:** surf boards, windsurf, boat (sailing or motor boat\*), jet ski (\*) and kite surf (\*), the total sum will be limited to €800 (\* if the motor sports/air sports optional cover was selected).

**It is mandatory to show the European health insurance card (EHIC) as soon as it is requested (Italy/Spain). If a failure to present the EHIC results in additional rescue costs, these costs will not be covered.**

#### **5. Transportation in case of death:**

The assistance platform will organise and cover the cost of transportation of the body of the dead insured to the place of burial close to his/her place of residence in Europe. In the case of another destination, the maximum limit of this cover may not exceed €10,000.

Funeral expenses (coffin and body preparation cost) will be covered up to € 2,000. **Costs for religious or non-religious rituals will be excluded.**

The assistance platform may organise and cover the cost of the return of relatives who did the same trip, and who are covered by the same policy, to the place of burial, if the transportation means initially selected could not be used.

#### **6. Legal Protection:**

When you suffer from an accident resulting in bodily injury prejudice while practicing sports privately, we will exercise your legal defence (first, out of court, and later, at court, where required) against the person liable for the accident.

- The Insured will provide any formal evidence of his/her injury and when a third party is liable for the accident, the insurer will exercise your defence against said person held liable.

- Maximum limit per occurrence: €1,000.

#### **7. Bail bonds:**

If the beneficiary is ordered by authorities to pay a bail in the case of any offence against the laws of the country where you stay, committed while practicing sports – except while driving motor vehicles –, the Travel Assistance Company will advance such bail up to € 7,500. This advance should be paid back within one month of the notification of the refund request from the Travel Assistance Company.

### **III-EXCLUSIONS common to all covers**

This policy will not cover, in any case whatsoever, damages and injuries caused by any of the following events:

- Use of drugs, narcotics, medicine not prescribed by a physician,
- Being intoxicated, doing intentional acts, failing to observe official bans consciously,
- Suicide or suicide bid, self-harm,
- Handling or holding weapons of war, arms, including those used for hunting,
- Taking part in bets, crimes, brawls (except in case of self-defence),
- All cases of force majeure making the performance of the agreement impossible, including, without limitation, bans enacted by local, national or international authorities,
- Civil or foreign wars, riots, uprisings, strikes, acts of terrorism or sabotage,
- Any detection of radioactivity,
- Accidents resulting from the participation in official competitions planned by a sports federation, necessarily requiring a federal license to take part as competitors, as well as from practising for such competitions, and the civil liability relating to such activities.
- Mountain climbing above 5,000 metres, bobsleigh, skeleton, olympic sled riding, cave exploring, hunting dangerous animals, air sports (except when the optional motor sports and aerial sports cover was selected) including Kitesurfing, Paragliding, Ultra-light Motorised Aircraft flying, Delta wing flying, powered paragliding, sky diving, glider flying etc. (except speed riding, basejumping and wingsuit flying), motor sports (except when the optional motor sports and aerial sports cover was selected) including Motorcycling, Quad, Ski-doo, Jetski riding, motor boat etc.
- Registering for and taking part in a « nature – adventure » raid as an amateur is subject to notification to and acceptance from Assurmix.
- All type of Competitions, as well as from practising for such competitions, and the civil liability relating to such activities, for policies Assurski and Assursport with benefit period under one year of coverage.

- **Any diseases, including pre-existing diseases.**

#### **IV- Data Protection applying the GDPR (Data Protection General Regulation)**

##### Collection and purpose of use of your personal data

The personal data collected on behalf of the Insurer are subject to a computerized processing to allow us to contact you and to propose you some insurance offers or insurance documentation.

The person responsible for processing your personal data is Bastion Insurance Company Limited, Development House, St Anne Street, Floriana, 4<sup>th</sup> floor, FRN 9010, Malta.

The legal basis for the processing of your personal data is based in the execution of your insurance contract and your explicit consent at the registration of your personal data.

For the same purposes as those set out above, this data may be used by us and could be transferred to partners, agents, reinsurers, subcontractors etc..

If the personal data collected is transferred outside the European Union, guarantees would be taken to legally regulate this transfer and ensure a good level of data protection.

##### Personal data retention

Your personal data are kept for the purposes mentioned above and in accordance with the legal obligations in force. This personal data will not be kept longer than necessary to fulfill these purposes.

##### Your rights to the protection of your data

You have the rights of access, rectification, deletion and opposition for legitimate reasons relating to all your personal data. You also have the right to limit processing and the right to request the transfer of your data (right to portability). You may withdraw consent to the use of your data at any time.

You can exercise all these rights by sending your request, accompanied by an identity document signed to Richard Echevarria /dpo@assurmix.fr. Your request will be processed by the Data Protection Officer.

The controller reserves the right not to access such requests if the processing of the data is necessary for the use of the contract, compliance with a type of legal obligation.

You have the right to place a complaint with a supervisory authority (the CNIL is the competent supervisory authority in France).

##### security

Security and integrity of personal data of our clients are very important for us. Therefore we commit to process these data using technically and organizationally appropriate security measures.

#### **V- SUBROGATION & EXISTENCE OF MORE THAN ONE INSURER**

You must notify the existence of other insurance policies covering the same risks as this agreement, when filing a claim. When several policies are executed through no fraud, each policy will be in full force and effect within the limitations of Covers, in compliance with the clauses of the French "Code des Assurances" (Insurance Law) (Sect. L121-4). In the case of total or partial insurance payments, the Insurer will be automatically subrogated to all the rights and actions of the Insured on the fraction of payments made (Sect.L121-12)

#### **VI – TERM OF LIMITATION**

Any action arising from these covers will be prescribed at the end of 2 years from the date of the event which caused said action.

#### **VII – FALSE DECLARATION**

Any false declaration made by the subscriber and/or the beneficiary on the occasion of a Claim exposes him, if his bad faith is proven, to the nullity of his membership and therefore to the loss of his right to the Guarantee, the insurance contribution being however retained by the Insurer.

## VIII - OBLIGATIONS IN CASE OF CLAIM

### To ask for assistance:

If needed, to benefit from assistance covers, you are required to contact, **prior to** any action, **AIDICALL**, the Assistance Platform, which is authorised to plan actions, excluding any other entity.

You can contact **AIDICALL** at any time 24x7:

**By phone:** From France: **01 45 45 27 94** or **01 43 95 00 55** / From abroad: + **(33) 1 45 45 27 94**

**By e-mail :** [assistance@aidicall.com](mailto:assistance@aidicall.com)

### For any reimbursement requiring the application of insurance covers, you are to:

- you should contact immediatly ASSURMIX within five working days, as an absolute requirement:

#### **ASSURMIX**

3 Rue de Liège

75009 PARIS

Tél : 09 69 39 32 75

email : [sinistres-sport@assurmix.fr](mailto:sinistres-sport@assurmix.fr)

- Should this delay be expired, your rights to indemnification could be rescinded if this delay caused a prejudice to the Insurance Company.
- Add to your declaration all acts, invoices, certificates in order to establish the materiality of the event for which you are covered.
- Spontaneously notify to us any covers purchased from other insurers for the same risk.

**This Policy is underwritten and insured by Bastion Insurance Company Limited (ROC Company ID C 37545) of 4th Floor, Development House, St Anne Street, Floriana, FRN 9010, Malta which is authorised under the Insurance Business Act 1998 to conduct General Business of insurance by the Malta Financial Services Authority.**