

GENERAL & SPECIAL  
CONDITIONS

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# INSURANCE MULTISPORT ASSUR



**ASSUREVER**  
assure vos voyages

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**In case of legal problems with this contract, only the French version will be taken into consideration.**

**POLICY No. ....**

- ☐ STANDARD MULTI-SPORT INSURANCE
- ☐ MOTOR SPORTS MULTI-SPORT INSURANCE
- ☐ AIR SPORTS MULTI-SPORT INSURANCE

THE ADMINISTRATIVE MANAGEMENT OF THIS CONTRACT HAS BEEN ENTRUSTED TO ASSUREVER, INSURANCE BROKER, REGISTERED WITH ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

**ASSUREVER LEGAL MENTIONS:** [https://public.assurever.com/Mentions\\_legales.jpg](https://public.assurever.com/Mentions_legales.jpg).

ASSUREVER IS SUBJECT TO THE SUPERVISION OF THE FRENCH PRUDENTIAL CONTROL AUTHORITY (ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

THE COVERAGE PROVIDED BY YOUR CONTRACT, WITH THE EXCEPTION OF ASSISTANCE SERVICES, IS GOVERNED BY THE FRENCH INSURANCE CODE.

YOUR CONTRACT INCLUDES THE PRESENT GENERAL TERMS AND CONDITIONS, COMPLETED BY YOUR SUBSCRIPTION CERTIFICATE. AMONG THE COVERAGE DESCRIBED HEREFTER, THE COVERAGE YOU HAVE PERSONALLY SELECTED IS INDICATED IN YOUR SUBSCRIPTION CERTIFICATE, ACCORDING TO THE FORMULA TO WHICH YOU HAVE SUBSCRIBED AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

**PLEASE READ YOUR GENERAL TERMS AND CONDITIONS CAREFULLY. THESE INDICATE OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND PROVIDE ANSWERS TO QUESTIONS YOU MAY HAVE.**

## IMPORTANT

Should an event occur that is likely to result in the cancellation of your trip, you must cancel your booking with the travel agent as soon as you become aware of the situation.

In order to be eligible for the "Travel Cancellation" cover or any other insurance cover in this policy, you must submit your claim form within five working days following the date of the event, to:

**ASSUREVER**  
**Service Gestion Clients**  
TSA 52216  
18039 BOURGES CEDEX  
[gestion@assurever.com](mailto:gestion@assurever.com)

To be eligible for the insurance cover detailed in this policy, before taking any action or personal initiative, you **MUST** first contact the emergency services and then contact MUTUAIDE Services in order to obtain a claim number, without which no action can be taken.

Your policy: **5100**

**MUTUAIDE Services 24h/24 et 7j/7**

**Telephone number from France: 01 55 98 51 51**

**Telephone number from abroad: +33 1 55 98 51 51**

## TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

BENEFITS	AMOUNTS INCL. TAX maximum per person
<b>Cancellation</b> <ul style="list-style-type: none"><li>Serious illness, serious sport-related accident requiring hospitalization</li><li>Death resulting from a sports accident<ul style="list-style-type: none"><li>↳ Excess</li></ul></li></ul>	<ul style="list-style-type: none"><li>€400 per person</li><li>€50 per person</li></ul>
<b>Sanitary Protection Cancellation</b> <ul style="list-style-type: none"><li>Serious illness in case of epidemic or pandemic</li><li>Cancellation in the event of lack of vaccination against Covid 19</li><li>Cancellation for refusal on boarding at the airport, train station, bus station or departure ferry terminal following a temperature check<ul style="list-style-type: none"><li>↳ Excess</li></ul></li></ul>	<ul style="list-style-type: none"><li>€400 per person</li><li>20% of the amount of cancellation fees with a minimum of €50 per person</li></ul>
<b>Interruption of trip</b> <ul style="list-style-type: none"><li>Following repatriation</li></ul>	<ul style="list-style-type: none"><li>€400 per claim</li></ul>
<b>Breakage of skis, snowboards, windsurfing, surfing</b> <ul style="list-style-type: none"><li>Breakage of personal sports equipment (rental costs)</li></ul>	<ul style="list-style-type: none"><li>8 days (market value greater than or equal to €100 at the time of the loss)</li></ul>

<b>Civil liability</b>	
<ul style="list-style-type: none"> <li>Physical injury</li> <li>Material damage</li> <li>↳ <i>Excess</i></li> </ul>	<ul style="list-style-type: none"> <li>€750,000 maximum per event</li> <li>€75,000 maximum per event</li> <li>€500</li> </ul>
<b>Individual accident</b>	
<ul style="list-style-type: none"> <li>Accidental death benefit</li> <li>Permanent accidental disability capital</li> <li>↳ <i>Relative excess</i></li> </ul>	<ul style="list-style-type: none"> <li>€10,000 maximum per person</li> <li>€10,000 maximum per person reducible in the event of permanent disability according to the Social Security's Accidents at Work scale</li> <li><i>Any accident covered under this contract resulting in a partial/permanent disability of 30% or less will not give rise to the payment of any indemnity</i></li> </ul>
<b>Repatriation Assistance</b>	
<ul style="list-style-type: none"> <li>Repatriation or Medical transport</li> <li>Repatriation of accompanying persons</li> <li>Visit from a relative</li> <li>Medical expenses related to sport</li> <li>Search and rescue costs</li> <li>Repatriation of the body in case of death</li> <li>Funeral expenses</li> <li>Advance payment of criminal bail</li> </ul>	<ul style="list-style-type: none"> <li>Actual costs</li> <li>Return ticket</li> <li>Return ticket</li> <li>€5,000 per person</li> <li>€50,000 per event and €1,200 towing of surf, windsurf, jet ski</li> <li>€3,000</li> <li>€1,000</li> <li>€7,500</li> </ul>
<b>Assistance Sanitary Protection</b>	
<ul style="list-style-type: none"> <li>Pre-departure teleconsulting</li> <li>Repatriation or sanitary transport (including epidemic or pandemic)</li> <li>Impossible return</li> <li>Hotel expenses due to impossible return</li> <li>Hotel expenses following quarantine</li> <li>Medical expenses abroad including epidemic or pandemic</li> <li>↳ <i>Excess</i></li> <li>Taking charge of a local telephone package</li> <li>Psychological support</li> <li>Substitute suitcase</li> <li>Home help</li> <li>Delivery of household goods</li> <li>Psychological support following repatriation</li> </ul>	<ul style="list-style-type: none"> <li>1 call</li> <li>Actual costs</li> <li>€1,000 maximum per person and €50,000 maximum per group</li> <li>Hotel costs €150 per night (maximum 14 nights)</li> <li>Hotel costs €150 per night (maximum 14 nights)</li> <li>€150,000 per person</li> <li>€30 <i>per person</i></li> <li>Up to €80</li> <li>6 consultations per event</li> <li>€100 maximum per person and €350 maximum per family</li> <li>15 hours spread over 4 weeks</li> <li>1 delivery per week (maximum 2 weeks)</li> <li>6 interviews per event</li> </ul>

## I. OBJECT

This document sets out the insurance and assistance cover guaranteed and provided by the Insurer for the Policy holders/Beneficiaries of the **Multi-sport insurance policy**.

## II. DEFINITIONS

### Personal injury

Any unintentional bodily injury caused by the Member/Beneficiary and resulting from a sudden, unforeseeable event outside the Member/Beneficiary.

### Member

Any natural person over 18 years of age or any legal entity that has subscribed to the **Multisport assur** contract and has received a Certificate of Subscription.

### Member(s)/Beneficiary(ies)

- For single person cover: the Policy holder/Beneficiary listed on the insurance certificate.
- For family cover: the Policy holder/Beneficiary, their spouse, partner or civil partnership partner and/or any legitimate, natural or adoptive children under the age of 18 for whom they have financial responsibility, who live at the same address and who are listed in the insurance certificate.  
*\* The age of each Beneficiary is calculated on 1 January of every year by deducting the year of their birth from the current year.*
- For family cover: The Policy holder/Beneficiary, persons belonging to the same association, club or family, or employees of the same employer, undertaking the same sporting activity, on the same dates, in the same place and under the same conditions detailed in the insurance certificate.

### Assisteur

The COWEN Insurance Company Limited, risk-bearing insurer, within the framework of insurance and assistance contract n°5100 subscribed by the intermediary ASSUREVER, entrusts the execution of assistance services, as provided for in the general provisions of the present contract, to MUTUAIDE Services - 126 rue de la piazza, CS 20010 - 93160 Noisy Le Grand CEDEX, SAS with a capital of 100.000, registered in the Bobigny Trade and Companies Register under number 480 118 587, VAT: FR 57 480118587.

### Insurer

COWEN Insurance Company Limited, Level 3, Gasan Centre, Triq Il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta. Registered in Malta No. C 55905. COWEN Insurance Company Limited is authorised and regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Telephone: (+356) 21441155 - <https://www.mfsa.mt/>

### Policy options

- Standard Multi-sport insurance
- Motor sports multi-sport insurance (standard + motor sports\*)
- Air sports multi-sport insurance (standard + motor sports + air sports\*)

*\* As set out in Appendix 1 of this policy booklet for the 2013-284 group insurance policy deemed to be general terms and conditions.*

### Attack

Any act of violence, constituting a criminal or unlawful attack, against persons and/or property, in the country in which you are travelling, which is intended to seriously disturb public order through intimidation and terror, and which is covered by the media.

This Attack should be registered by the French Ministry of Europe and Foreign Affairs.

### Certificate of membership

Document delivered to the Member/Beneficiary after receipt of the application form, payment of the Premium and acceptance by the Insurer.

### **Natural disaster**

A phenomenon of natural origin, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities of the country of occurrence.

### **Fields of application**

The guarantees are valid only in the context of private leisure sports during the period of validity of the contract mentioned on the Certificate of Membership.

### **Contribution**

The Premium is payable in advance at the time of enrolment for the chosen period of cover. Taxes at the current rate are included in the Premium.

### **Geographical coverage**

The guarantees of the **Multisport assur** contract apply throughout the world, **excluding countries in a state of civil or foreign war, notorious political instability, undergoing popular movements, riots, attacks, acts of terrorism, piracy, reprisals, restrictions on the free movement of persons and goods (for whatever reason, particularly health-related, unless stipulated in the guarantee, security, meteorological, etc.) or disintegration of the atomic nucleus.**

### **Accidental death**

Death not due to illness, but to an accident during the practice of sports in a private capacity and resulting from the sudden action of an external, unforeseeable and sudden cause.

### **Home**

The main and usual place of residence of the Member/Beneficiary.

### **Duration of guarantees**

The **Multisport Assurances** contract takes effect on the effective date mentioned on the Membership certificate, under the heading "Membership", 0 hour, or at the time and on the date mentioned on the Membership certificate, under the heading "Membership date" if the latter is identical to the effective date of the cover under the heading "Membership" subject to the payment of the Premium.

It ceases on the date mentioned on the Membership certificate and at the latest 12 months after it takes effect. In no case may the effective date be earlier than the date of enrolment and payment of the Premium.

It is the responsibility of the Member/Beneficiary to check that his Contribution has been collected by the Insurer via the Policyholder.

### **Epidemic**

An abnormally high incidence of a disease during a given period and in a given region.

### **Franchise**

The part of the compensation that remains payable by the Member/Beneficiary.

### **Disease**

A sudden and unforeseeable change in health established by a competent medical authority.

### **Serious illness**

Sudden and unforeseeable deterioration of health established by a competent medical authority leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activities.

### **Pandemic**

An epidemic that spreads over a large area, crossing borders and is classified as a pandemic by the World Health Organization (WHO) and/or by the competent local government authorities of the country where the outbreak occurred.

### **Quarantine**

Isolation of the person, in case of suspected or confirmed disease, decided by a local competent authority, in order to avoid a risk of spreading the disease in the context of an epidemic or pandemic.

### **Disaster**

An event of a random nature, likely to engage the guarantees of the **Multisport assur** contract.

## Underwriter

ASSUREVER, a limited liability company with a capital of €516,500, registered with the Paris Trade and Companies Register (RCS) under number B 384 706 941, and an insurance intermediary registered with the Orias under number 07 028 567 (www.orias.fr).

## Guaranteed sports

All sports as defined in Appendix 1 of this policy information leaflet, **except as excluded in point IV and Appendix 1 of this information leaflet.**

# III. DESCRIPTION OF COVER

## A – INSURANCE COVER

### 1. CANCELLATION AND INTERRUPTION OF STAY

#### 1-1. CANCELLATION

The Insurer guarantees the reimbursement of cancellation penalties for expenses incurred including: Hotel, holiday rental, sports training courses and lessons, ski lift passes and sports equipment rental. This cancellation, notified **BEFORE DEPARTURE**, must be the result of one of the following events occurring after joining the **Multisport assur** contract:

- Serious illness, serious accident related to sport requiring hospitalisation,
- death resulting from an accident while practising sport.

**WARNING:** If the **Multisport assur contract** was taken out after the reason for cancellation arose and the Member/Beneficiary was aware of it, the Member/Beneficiary will not be entitled to compensation.

**Limitation of the guarantee:** the compensation due under this guarantee cannot exceed the actual amount of the penalties invoiced following the cancellation, up to a limit of €400. Application fees, taxes and any insurance premiums are not refundable. An Excess of 50 € per person will be deducted from the compensation paid by the Insurer.

#### 1-2. CANCELLATION OF HEALTH PROTECTION

You are covered for the reasons and circumstances listed below to the exclusion of all others, within the limit indicated in the Table of Benefits:

- **Serious illness in case of epidemic or pandemic, Serious bodily injury or death, (including the consequences, after-effects, complications or the aggravation of a known illness or accident):**
  - of yourself, of your partner or spouse (legal or de facto), of your ascendant or descendant, of your legal guardian or of any other person within your household;
  - of your brother, of your sister, of your children including those of your partner or spouse (legal or de facto), one of your direct ascendant, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law;
  - of your professional work replacement;
  - of the person responsible, during your trip, for looking after your legally-dependent children or for the care of a disabled person living in the same household as you, provided there is hospitalization for more than 48 hours or death;
  - of the person accompanying you during your trip, provided that their first and last name have been indicated under the same special conditions as you and that they have paid the insurance premium.
- **Lack of vaccination against Covid 19**
  - ✓ when at the time of taking out this contract, the country of destination did not impose vaccination against Covid 19 to return its territory but that at the time of your departure it imposes it;
  - and that you are no longer within the time required to carry out this vaccination allowing you to travel,
  - or that you cannot proceed with this vaccination, following a medical contraindication to vaccination.
- **Refusal of boarding at the airport, train station, bus station or ferry terminal of departure following a temperature check organized by the health authorities of the country of departure or the transport company with which you are traveling** (Proof issued by the transport company that denied you boarding, or by the health authorities, must be provided; in the absence of this proof, no compensation will be possible).

It is up to you to establish the reality of the situation entitling you to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

## **PROVISIONS COMMON TO “TRAVEL CANCELLATION” AND “SANITARY PROTECTION CANCELLATION” COVER**

### **THE AMOUNT OF THE GUARANTEE**

We will reimburse you the deposit or any sum retained by the travel organizer, and according to the conditions of sale of the trip (**excluding the booking fee, the insurance premium and after deduction of the airport taxes reimbursed to you by the carrier**), when you are obliged to cancel your trip before departure.

You are reminded that airport taxes, included in the price of the ticket, are charges which are payable in relation to the actual embarkation of the passenger and that the airport company is obliged to reimburse you for these amounts when you have not boarded. You must consult the general conditions of sale or transport in order to find out how these taxes are refunded (art. L 113-8 of the French Consumer Code).

### **WITHIN WHAT TIME LIMIT DO YOU HAVE TO DECLARE THE CLAIM ?**

#### **Two steps**

1/ From the first symptoms of the illness or upon knowledge of the event giving rise to the guarantee, you must IMMEDIATELY notify your travel agency.

**If you cancel the trip at a later date with your travel agency, we will refund only the cancellation charges incurred on the date of the event, confirmed by a competent medical authority and in accordance with the cancellation conditions of your travel agency's special terms and conditions of sale.**

2/ However, you should file your claim with ASSUREVER within five working days following the event covered.

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

#### **Your written claim must be accompanied by/**

- A medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness,
- in the event of death, a certificate and civil status record,
- in other cases, any acknowledgment justifying the reason for your cancellation.

**You must provide ASSUREVER with the documents and medical information required to process your claim, which includes the medical questionnaire to be completed by your doctor and the completed claim form provided by our service.**

**Your health documents and information must be obtained from your personal doctor before sending them to ASSUREVER.**

#### **You will also have to provide any information or documents requested to support the grounds of your cancellation:**

- ✓ photocopies of all medical prescriptions together with pharmacy receipts, results of tests and/or examinations and all other documents justifying their request or execution,
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice to your travel agency and the cancellation invoice issued by your travel agency,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible and any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; without this proof, no compensation will be possible),
- ✓ and any other necessary documents.

**Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Therefore, if you object without legitimate reason, you will lose your warranty rights.**



## WHAT WE EXCLUDE IN “CANCELLATION OF THE TRIP” AND IN “SANITARY PROTECTION CANCELLATION”

The Cancellation guarantee does not cover the impossibility to leave due to border closures, material organization, accommodation conditions or security at the destination.

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

- an event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of the insurance contract,
- all circumstances affecting only your personal comfort,
- complications of pregnancy beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- forgetting to be vaccinated,
- default of any kind, including financial default, by the carrier making it impossible to perform its contractual obligations,
- the lack or excess of snow cover,
- any medical event whose diagnosis, symptoms or cause are of a psychic, psychological or psychiatric nature, and which has not resulted in hospitalization for more than 3 consecutive days after the subscription of the present Contract,
- the consequences of criminal proceedings against you,
- any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip,
- any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract,
- the absence of randomness,
- an intentional and/or wrongful act reprehensible by law,
- the consequences of alcoholic states and the use of drugs, any narcotic substances mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- a negligent act on your part,
- any event for which the tour operator may be responsible in application of the Tourism Code in force,
- failure, for any reason whatsoever, to present documents essential for the trip, such as passport, identity card, visa, travel documents, vaccination record, except in the case of theft, within 48 hours prior to departure, of the passport or identity card.

Limitation of the guarantee: the compensation due under this guarantee cannot exceed the actual amount of the penalties charged following the cancellation of your stay, up to a limit of €400. Administration fees, taxes and any insurance premiums are not refundable. An excess of 20% of the amount of the cancellation costs with a minimum of 50 € per person will be deducted from the compensation that the Insurer will pay.

### 1-3. INTERRUPTION DE SEJOUR

In the event of an accident linked to the sporting activities of the Member(s)/Beneficiary(ies) leading to an interruption of the stay and repatriation organized by the Insurer or leading to the obligation, duly noted by the Insurer, to keep the room, the Insurer reimburses, on presentation of the original supporting documents: the ski lift pass, the lessons, the hire of sports equipment, pro rata temporis, with a maximum of 400 € per Claim.

## 2. BREAKAGE OF SKI, SNOWBOARD, WINDSURF, SURF

In the event of breakage of equipment such as skis, snowboards, windsurfing boards or surfboards belonging to the Member/Beneficiary, the Insurer will make available the rental of equipment equivalent to that damaged for a maximum period of 8 days from a sports equipment rental company. The broken equipment must have a market value greater than or equal to 100 € at the time of the Loss. In order to benefit from this cover, the Member/Beneficiary must take his damaged pair of skis, snowboard, windsurf or surfboard to a rental company that the Insurer will indicate to him.

### 3. CIVIL LIABILITY

The financial consequences of the civil liability of the Member/Beneficiary, due to accidents caused to third parties by any person covered by the **Multisport assur** contract during the period of cover, are covered. The maximum compensation per event is limited to €750,000 for bodily injury and €75,000 for material damage. An Excess of €500 payable by each Member/Beneficiary shall be deducted from the amount of compensation paid by the Insurer.

#### EXCLUDED:

- civil liability for damage and accidents caused during the practice of sport requiring compulsory insurance, a permit or a licence. Similarly, civil liability for damage and accidents caused during any sporting event involving the use of a motor vehicle of any kind is excluded;
- liability to one's employer, family members and group members or teammates when practising group or team sport, as well as liability for damage to property entrusted free of charge;
- professional civil liability, as well as material civil liability of the provider of sports leisure activities, or of the equipment hire company.

### 4. INDIVIDUAL ACCIDENT

#### Death Benefit

In the event of the death of a Member/Beneficiary as a result of an insured accident, the Insurer guarantees the payment of an indemnity of €10,000 to the beneficiaries. In the event of permanent disability followed by death due to the same accidental event, the amount of the indemnity due for death will be paid after deduction of the sums already paid under the Permanent Disability cover.

#### Compensation for permanent total or partial disability of more than 30%

In the event of permanent total disability resulting from an accident occurring during the period of cover, this guarantee provides for the payment of a maximum indemnity of €10,000. For disability rates below 100%, the amount paid is calculated in accordance with the official disability scale (available to Members/Beneficiaries on request). No compensation is paid for a P.I.P. rate of 30% or less.

**Temporary disability is excluded from the Individual Accident cover.**

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

In the event of a Claim, the Insured must comply with the following obligations:

- Notify ASSUREVER in writing of the Claim within five working days of the event giving rise to it. After this period, the Insured will lose all rights to compensation if his delay has caused prejudice to ASSUREVER,
- Send the originals of the following documents to ASSUREVER as soon as possible:
  - the certificate of the doctor called to give first aid, indicating the probable consequences of the Accident,
  - a detailed account of the circumstances of the Accident,
  - the consolidation certificate,
  - all the documents necessary for the constitution of the Insured's file and to prove the validity and the amount of the claim,
  - a copy of the insurance certificate,
- Submit to the examination of doctors to establish their condition,
- Declare spontaneously to ASSUREVER:
  - permanent disabilities suffered by the Insured prior to the Loss,,
  - cover taken out for the same risk with other insurers.

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## B – ASSISTANCE COVER

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**No repatriation or early return is covered if it has not been the subject of a prior call to the assistance centre and the agreement of the latter.**

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### REPATRIATION ASSISTANCE

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#### MEDICAL TRANSPORT

In the event of an accident or illness, **including in the event of an epidemic or pandemic**, the Insurer, on the advice of its medical team, will organise and pay for the initial transport of the Member/Beneficiary to a hospital or clinic close to the place of the Accident. If the condition of the Member/Beneficiary justifies it, the Insurer will organise and pay for the travel of a person on site to enable him/her to accompany him/her.

If the hospitalisation exceeds 7 days on site, and if no one can stay at the bedside of the Member/Beneficiary, the Insurer will provide a return ticket to the place of hospitalisation for a person designated by the patient

#### REPATRIATION OF THE INJURED

When the Member/Beneficiary is declared to have been discharged from the hospital or clinic after treatment, the Insurer will organize and pay for the return of the patient to his or her Home if the initial means of transport cannot be used, if the latter is located in Metropolitan France. In the event of an accident involving a Member/Beneficiary whose Home is outside Metropolitan France, the Insurer, after consulting its medical team, limits its intervention to transferring the patient to the best equipped hospital closest to the place of the Accident or to his or her Home in Europe (territories located geographically and physically on the European continent). In the event of an accident involving a Member/Beneficiary travelling "outside Europe", the Insurer, on the advice of its medical team, limits its intervention to transfer to the best equipped hospital closest to the place of the Loss.

#### REPATRIATION OF PERSONS ACCOMPANYING THE POLICY HOLDER/BENEFICIARY

If the persons accompanying the Member/Beneficiary are covered by the same contract and they can no longer reach their home by the means initially planned, the Insurer will organize and pay for their return. The transport tickets not used for the return journey then become the property of the Insurer.

#### MEDICAL CARE COSTS

This cover provides, in the event of a sports-related accident or illness, **including illness linked to an epidemic or pandemic**, and occurring during the period of validity of the cover and following a covered activity, payment of medical, pharmaceutical and hospitalisation costs up to a maximum of €5,000 remaining to be paid after intervention by social organizations and third-party payers.

The Member/Beneficiary may, on presentation of proof, and within the limit of the actual costs remaining to be paid, after reimbursement by the social security system and any complementary insurance and provident scheme, submit a file to the Insurer in order to be reimbursed for the costs remaining to be paid.

The **cost of a PCR test** will be paid for when the Member/Beneficiary performs a transit test, if it is positive.

Supplementary cover for glasses and dental prostheses is limited to €100.

The costs of rehabilitation and physiotherapy only after fractures and/or surgical operations are reimbursed up to a maximum of € 350.

#### SEARCH TEAM AND EMERGENCY SERVICE COSTS

The Insurer will pay, up to a limit of €50,000 per event, regardless of the number of people, the costs of search, rescue and recovery (including helicopter), incurred during rescue operations following the practice of any sporting or leisure activity. As regards the costs of rescue, search and towing of surfers, windsurfers and jet skiers, the total amount is limited to € 1,200.

#### TRANSPORT IN THE EVENT OF A DEATH

The Insurer will organize and pay for the transport of the body of the deceased Member/Beneficiary to the place of burial close to his/her home in France. In the event of a destination other than France, the ceiling for this cover may not exceed €3,000. Funeral expenses (coffin costs and preparation of the body) are covered up to €1,000 per Member/Beneficiary. The cost of the ceremony, whether religious or not, is excluded. The Insurer may organize and pay for the return of family members participating in the same trip and covered by the same contract to the place of burial if the means initially planned could not be used.

## ADVANCE OF BAIL BOND

If, in the event of an offence against the legislation of the country in which the Member/Beneficiary is present and in the context of the practice of sport, with the exception of driving a motor vehicle, the latter is required by the local authorities to pay a criminal deposit, the Insurer will make an advance of up to €7,500. The reimbursement of this advance must be made within 1 month following the presentation of the request for reimbursement by the Insurer.

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## SANITARY PROTECTION ASSISTANCE

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### **BEFORE THE TRIP**

#### **PRE-DEPARTURE TELECONSULTING**

For any request of useful information required for the organization and smooth running of your trip, you can contact us before your departure 24 hours a day; 7 days a week.

The information concerns the following areas.

Sanitary information: Health, Hygiene, Vaccination, Precautions, Main Hospital Centers, Advice to women, Time difference, Pets on a trip.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic context.

The information is communicated by telephone and is not subject to written confirmation or the sending of documents. Information and information services are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.

However, whatever the time of your call, we can take note of your requests as well as your contact details so that we can contact you back with the requested information.

### **DURING THE TRIP**

#### **IMPOSSIBLE RETURN**

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organize and pay for the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount shown in the Table of Benefits.

We organize and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

#### **HOTEL EXPENSES FOLLOWING QUARANTINE**

If you are obliged to extend your stay following your quarantine, we will organize and pay the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

#### **TAKING CHARGE OF A LOCAL TELEPHONE PACKAGE**

If you are quarantined during a guaranteed trip outside your country of residence, we cover the cost of a local telephone package, within the limit indicated in the Table of Guarantees.

#### **ON-SITE PSYCHOLOGICAL SUPPORT**

In the event of significant trauma following an event linked to an epidemic or a pandemic, we can put you, at your request, in telephone contact with a psychologist, within the limit indicated in the Table of Benefits. The contents of this exchange are entirely confidential and do not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

#### **SUBSTITUTE SUITECASE**

If you no longer have enough usable personal effects at your disposal due to your quarantine or hospitalization following an epidemic or a pandemic, we will provide the necessary fund for basic necessities up to the amount indicated in the Table of Benefits, upon presentation of proof.

## **AFTER THE TRIP**

### **DOMESTIC ASSISTANCE**

Following your repatriation by our care after an illness linked to an epidemic or pandemic, you cannot assume your usual household chores, we will provide a household helper, within the limit indicated in the Table of Benefits.

### **DELIVERY OF HOUSEHOLD GOODS**

Following your repatriation by us after an illness linked to an epidemic or pandemic and you are unable to leave your home, we organize and fund a home delivery service for your household goods, within the limits of local shopping facilities and within the limit set out in the Table of Guarantees.

### **PSYCHOLOGICAL SUPPORT WHEN YOU RETURN HOME**

In the case of a significant trauma following an event related to an epidemic or pandemic, we can organize a telephone consultation with a psychologist upon your return home, upon your request and within the limit indicated in the Table of Benefits. This consultation is entirely confidential and does not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

## **WHAT WE EXCLUDE**

We cannot, under any circumstances, substitute ourselves for local emergency relief organizations.

In addition to the exclusions set out in the chapter "GENERAL INSURANCE & ASSISTANCE", the following are excluded:

- the consequences of exposure to intentionally or accidentally disseminated infectious biological agents, chemical agents such as combat gases, incapacitating agents, nerve agents or persistent neurotoxic effects,
- the consequences of intentional acts on your part or the consequences of fraudulent acts, suicide attempts or suicides,
- pre-existing health conditions and/or illnesses and/or injuries diagnosed and/or treated that have been the subject of continuous hospitalisation, day hospitalisation or outpatient hospitalisation in the 6 months prior to any application, whether the manifestation or aggravation of the said condition,
- costs incurred without our agreement or not expressly provided for in these General Contract Provisions,
- costs not supported by original documents,
- claims occurring in countries excluded from cover or outside the validity dates of the contract, and in particular beyond the duration of the planned trip abroad,
- the consequences of incidents occurring during motorized events, races or competitions (or their trials), subject by the regulations in force to prior authorization from the public authorities, when you take part in them as a competitor, or during circuit trials subject to prior approval by the public authorities, even if you use your own vehicle,
- journeys undertaken for the purpose of diagnosis and/or medical treatment or cosmetic surgery, their consequences and the resulting costs,
- organizing and paying for the transport referred to in the "TRANSPORT/RETURN" chapter for minor ailments which can be treated locally and which do not prevent you from continuing your journey,
- requests for assistance relating to medically assisted procreation or the voluntary interruption of pregnancy, their consequences and the costs arising therefrom,
- applications relating to procreation or gestation for the account of others, its consequences and the costs arising therefrom,
- medical devices and prostheses (dental, hearing, medical),
- thermal cures, their consequences and costs,
- medical expenses incurred in your country of residence,
- the planned hospitalizations, their consequences and the resulting costs,
- optical costs (e.g. glasses and contact lenses),
- vaccines and vaccination fees,
- medical check-ups, their consequences and the related costs,
- aesthetic interventions, as well as their possible consequences and the costs arising from them,
- stays in a rest home, their consequences and the resulting costs,
- rehabilitation, physiotherapy, chiropractic, their consequences and the costs involved,
- medical or paramedical services and the purchase of products whose therapeutic nature is not recognized by French legislation, and the related costs,
- health check-ups for preventive screening, regular treatment or tests, their consequences and the resulting costs,
- search and rescue costs in the desert,
- organizing the search and rescue of people, particularly in the mountains, at sea or in the desert,
- the cost of excess baggage weight when travelling by air and the cost of transporting baggage when it cannot be transported with you,

- travel cancellation fees,
- restaurant costs,
- the consequences of infectious risk situations in an epidemic context which are subject to quarantine or preventive measures or specific monitoring by the international health authorities and/or local health authorities of the country where you are staying and/or of your country of origin, unless otherwise stipulated in the guarantee,
- customs duties.

#### IV. EXCLUSIONS APPLICABLE TO THE POLICY

The Multi-sport insurance policy does not under any circumstances cover damage or accidents caused by one of the following events:

- use of drugs, narcotics, medicines not prescribed by a doctor;
- drunkenness, intentional acts, conscious disregard of official prohibitions;
- suicide or attempted suicide, self-harm;
- handling or possession of weapons, including those used for hunting;
- participation in betting, crimes, brawls (except in cases of self-defense);
- all cases of force majeure making it impossible to perform the contract, in particular prohibitions decided by local, national or international authorities;
- civil or foreign wars, riots, civil commotion, strikes, attacks, acts of terrorism or sabotage.
- pollution, natural disasters;
- epidemics and pandemics unless otherwise specified in the cover;
- aesthetic treatments;
- accidents resulting from participation in a professional capacity or under paid contract in official competitions organized by a sports federation, as well as training for such competitions and civil liability linked to these activities;
- air sports – unless the air sports option has been purchased (\*as defined in Appendix 1 of this policy booklet for the 2013-284 group insurance policy deemed to be general terms and conditions), Motor sports – unless the motor sports option has been purchased (\*as defined in Appendix 1 of this policy booklet for the 2013-284 group insurance policy deemed to be general terms and conditions), Extreme sports (\*as defined in Appendix 1 of this policy booklet for the 2013-284 group insurance policy deemed to be general terms and conditions); however, mountaineering below 6,000m, canyoning, running, climbing, white water swimming and rafting are all permitted;
- mountaineering above 6,000m, bobsleigh, skeleton, caving, dangerous animal hunting, base jumping, off-piste skiing when the authorities have issued avalanche warnings of between 3 and 5.

#### V. OBLIGATIONS IN THE EVENT OF A CLAIM

**In order to benefit from the assistance guarantees**, the Member/Beneficiary must imperatively, except in cases of force majeure, contact the Insurer before any intervention, who alone is authorized to organize the interventions.

The Assistance Centre, MUTUAIDE Services, is available 24 hours a day by telephone: **01 55 98 51 51** (+ 33 1 55 98 51 51 from abroad).

**To benefit from the insurance cover**, the Member/Beneficiary must:

- report within 5 working days of the occurrence of the Loss to the following address:  
ASSUREVER - Service Gestions Clients - TSA 52216 - 18039 BOURGES CEDEX  
Tel: +33 1 73 03 41 01 - Mail: [gestion@assurever.com](mailto:gestion@assurever.com)  
After this period, the Member/Beneficiary shall lose all rights to compensation if his delay has caused prejudice to the Insurer.
- attach to its declaration all documents, invoices and certificates likely to establish the materiality of the event giving rise to the benefit of the **Multisport assur** contract.

#### VI. SUBROGATION

In accordance with the provisions of Article L.121-12 of the Code des Assurances, the Insurer is subrogated, up to the amount of the indemnity he has paid, in the rights and actions of the Insured with regard to third parties.

The Insurer is subrogated under the terms of the Code des Assurances to the rights and actions of the Policyholder and the Insured against any person responsible for the Loss up to the amount of the expenses incurred by him. Similarly, when all or part of the benefits provided in execution of the contract is covered in whole or in part by an insurance contract, a health insurance organization, the Social Security or any other institution, the Insurer is subrogated in the rights and actions of the Insured towards the above-mentioned organizations and contracts.

## VII. MULTIPLE INSURANCE POLICIES

The Member/Beneficiary is obliged to declare the existence of other insurance policies covering the same risks as the present contract when declaring a Claim. When several insurances are contracted without fraud, each of them produces its effects within the limits of the guarantees.

## VIII. ASSESSMENT OF CLAIMS

1. In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to inform MUTUAIDE Services – Service Qualité Clients – 126 rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex or by writing to [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr) for the Assistance guarantees listed below:
  - Repatriation assistance
  - Sanitary Protection Assistance

MUTUAIDE undertakes to acknowledge receipt of your mail within 10 working days. It will be processed within 30 days at the most.

If you are not satisfied with the handling of your dispute or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, we invite you to make it known to:

**COWEN Insurance Company Limited**  
**Level 3, Gasan Centre, Triq il-Merghat,**  
**Zone 1, Central Business District,**  
**CBD 1020, Birkirkara, Malta**  
**[complaints@cowen-insurance.com](mailto:complaints@cowen-insurance.com)**

Your situation will be studied with the greatest care: the Insurer will endeavor to resolve your complaint within 15 working days.

If you are still not satisfied with the handling of your dispute by the Insurer or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, you have the option of contacting:

**Office of the Arbiter for Financial Services**  
**First Floor, St Calcedonius Square**  
**Floriana FRN1530, Malte**  
**Telephone +356 2124 9245**  
**Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)**  
**Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).**

The Office of the Arbiter for Financial Services is responsible for resolving disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the competent body for this type of action and may require the insurer to pay compensation to the consumer in the event that the latter's action is successful. The Office of the Arbiter for Financial Services is an independent body. Filing a complaint does not affect the consumer's right to take legal action in the competent court.

2. In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to make this known to ASSUREVER by calling 01 73 03 41 01 or by writing to [reclamation@assurever.com](mailto:reclamation@assurever.com) for the insurance cover listed below:
  - Cancellation
  - Sanitary Protection Cancellation
  - Interruption of stay
  - Breakage of skis, snowboards, windsurfing, surfing
  - Civil liability
  - Individual accident



Your situation will be studied with the greatest care: an acknowledgment of receipt will be sent to you within 10 days and a response will then be sent to you within 2 months.

If you are still not satisfied with the handling of your dispute by the Insurer or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, you have the option of contacting:

**Office of the Arbiter for Financial Services**  
**First Floor, St Calcedonius Square**  
**Floriana FRN1530, Malte**  
**Telephone +356 2124 9245**  
**Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)**  
**Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).**

The Office of the Arbiter for Financial Services is responsible for resolving disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the competent body for this type of action and may require the insurer to pay compensation to the consumer in the event that the latter's action is successful. The Office of the Arbiter for Financial Services is an independent body. Filing a complaint does not affect the consumer's right to take legal action in the competent court.

In the event of disagreement on the underwriting and distribution policy, you can contact Insurance Mediation by mail to:

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

## IX. PRESCRIPTION

In accordance with the provisions of Articles L114-1 et seq. of the French Insurance Code, all actions deriving from an insurance contract are prescribed by two years from the event giving rise to them.

However, this period does not run:

- 1° In case of concealment, omission, false or inaccurate declaration of the risk incurred, from the day the Insurer became aware of it;
- 2° In the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on recourse by a third party, the period of prescription shall run only from the day on which the third party has taken legal action against the Insured or has been compensated by the latter. The limitation period is extended to ten years in contracts of insurance against accidents to persons, when the Beneficiaries are the rightful claimants of the deceased Insured.

The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period, in particular by:

- any summons, including summary proceedings, any order or seizure, served on the person who is to be prevented from prescribing;
- any unequivocal acknowledgement by the Insurer of the Insured's right to cover, or any acknowledgement of debt by the Insured to the Insurer;

as well as in the following cases provided for in Article L114-2 of the Insurance Code:

- any appointment of an expert following a Claim;
- any sending of a registered letter with acknowledgement of receipt by:
  - the Insurer to the Insured for non-payment of the premium;
  - the Insured to the Insurer for payment of the indemnity.

Notwithstanding Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period or add to the causes of its suspension or interruption.

## X. EXERCISING THE RIGHT OF RENUNCIATION PROVIDED FOR IN ARTICLE L.112-10 OF THE INSURANCE CODE (LOI HAMON)

You are invited to check that you are not already a beneficiary of a guarantee covering one of the claims covered by the new contract. If this is the case, you have the right to cancel this contract within 14 days (calendar days) of its conclusion, without any costs or penalties, if all the following conditions are met:

- you have taken out this contract for non-business purposes;



- This contract is complementary to the purchase of a good or service sold by a supplier;
- you can prove that you are already covered for one of the claims covered by this new policy;
- the contract you wish to renounce is not fully executed;
- you have not reported any claim covered by this policy.

In this situation, you may exercise your right to renounce this contract by letter or any other durable medium sent to the insurer of the new contract, accompanied by a document proving that you are already covered for one of the claims covered by the new contract. The insurer is obliged to reimburse the premium paid within 30 days of your waiver.

*« I, the undersigned, M....., residing at ....., hereby renounce my contract N°..... subscribed with ....., in accordance with article L 112-10 of the Insurance Code. I certify that I am not aware, at the date of sending this letter, of any claim involving a guarantee under the contract »*

If you wish to cancel your policy but do not meet all of the above conditions, check the cancellation provisions in your policy.

## XI. ATTRIBUTION OF JURISDICTION

This contract is governed by French law. The contracting parties declare to submit to the jurisdiction of the French Courts and renounce any proceedings in any other country.

## XII. LANGUAGE USED

The language used in the context of pre-contractual and contractual relations is French.

## XIII. ANTI-MONEY LAUNDERING

The controls that we are legally obliged to carry out as part of the fight against money laundering and the financing of terrorism, particularly on cross-border capital movements, may lead us to ask you at any time for explanations or proof, including on the acquisition of insured goods. In accordance with the French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, and the French Monetary and Financial Code, you have the right to access your personal data by sending a letter to the Commission Nationale de l'Informatique et des Libertés (CNIL).

## XIV. PERSONAL DATA PROTECTION

In this section of the policy, these terms will have the following meanings:

- (i) **"Controller"** or **"data controller"** means a person who determines the purposes for which and the manner in which personal data are processed;
- (ii) **"Data subject"** means an identified or identifiable living natural person to whom the personal data relates. Both the Policyholder and his Beneficiaries may be data subjects ;
- (iii) **"Joint controllers"** means two or more controllers who jointly determine the purposes and means of the processing of personal data ;
- (iv) **"Personal data"** means data relating to a living natural person who can be identified from the data in possession. This includes, but is not limited to, that person's surname, first name, address, date of birth, nationality, gender, identity document number, contact details, bank details and online identifiers;
- (v) **"Processing"** means any activity that involves the use of personal data. This includes obtaining, recording or holding data, or performing any operation or set of operations on data (including organisation, modification, retrieval, use, disclosure, erasure or destruction);
- (vi) **"Sub-processor"** or **"sub-processor"** means any person who processes personal data on behalf of the controller ;

- (vii) **"Sensitive personal data"** or **"special categories of personal data"** includes information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or physical or mental condition, or sex life, or about the commission of, or prosecution for, any offence committed or alleged to have been committed by that individual, the settlement of any such prosecution or the conviction of any court.

Personal data provided by the Policyholder and its Beneficiaries or otherwise collected about them will be processed by both the Insurer and the Broker, in accordance with the provisions of the General Data Protection Regulation (Regulation 2016/679) ("**GDPR**"), their applicable local data protection laws and regulations (which in the case of the Insurer means the Malta Data Protection Act, Chapter 586 of the Laws of Malta) and the practices set out in their respective privacy notices.

These privacy notices can be viewed and accessed via the following links:

- The Insurer { <https://www.cowen.com/regulatory-disclosures/> }; and
- The Broker { [https://www.assurever.com/Mentions\\_legales.html](https://www.assurever.com/Mentions_legales.html) }.

During the course of this Insurance Policy, the Insurer and the Broker will each act as data controller and may share with each other personal data relating to the Policyholder and his Beneficiaries ("**Policy Personal Data**"). The Insurer and the Broker have warranted and represented to each other that they will only process such Policy Personal Data fairly and lawfully and will ensure that they have legitimate grounds under data protection laws for any processing they may carry out.

In this regard, the Insurer and the Broker have also determined that they are jointly responsible for the processing of personal data in the policy. In accordance with Article 26 of the GDPR, they have therefore provided below the substance (i.e. a summary) of their relationship and their joint controller agreement:

- (i) The identity and contact details of the joint leaders are :
- COWEN Insurance Company Limited, a company incorporated in Malta with company number C55905 and whose registered office is at Level 3, Gasan Centre, Triq Il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta (i.e. the "**Insurer**"). Its Data Protection Officer, who serves as its point of contact for all data protection matters, can be contacted at: [dpo@cowen-insurance.com](mailto:dpo@cowen-insurance.com) ;
  - ASSUREVER, a Limited Liability Company, insurance intermediary registered with the Orias under the number 07 028 567 (www.orias.fr). **Legal notice:** [HTTPS://public.assurever.com/Mentions\\_legales.jpg](https://public.assurever.com/Mentions_legales.jpg) (i.e. the "**Broker**"). Its Data Protection Officer, who serves as the contact point for all data protection issues, can be contacted at: [dpo@assurever.com](mailto:dpo@assurever.com)
- (ii) personal data under their joint control covers the following:
- Civil status, identity, identification data ;
  - Addresses, telephone numbers (landline and mobile), fax numbers, e-mail addresses;
  - Connection data (IP address, logs, etc.);
  - Nationality;
  - Health data;
  - Data on lifestyle, family situation;
  - Data on criminal convictions or offences;
  - Income, financial situation, tax situation, etc.
- (iii) it is the Broker's first responsibility to notify the data subjects of the Personal Data Policy of the elements specified in Articles 13 and 14 of the GDPR (such as the purposes of processing their data, potential recipients, retention periods) In this context, the main purposes of processing such personal data relating to the policy are likely to be related to the performance, enforcement and administration of the insurance policy, including claims, and for operational and compliance purposes, such as financial management or fraud prevention or reporting. The data collected for these purposes is strictly necessary. Without it, the underwriting and performance of the policy (including claims) will be made difficult or impossible for the parties;
- (iv) where a data subject of such personal data in the Policy seeks to exercise any of his or her data subject rights under the GDPR (which are described further below), the Broker assumes responsibility for responding to such request, with the cooperation of the Insurer. Furthermore, in the event that the Insurer receives a data subject request, the parties have agreed that the Insurer will forward it to the Broker for processing and interfacing with the data subject; and
- (v) if either party becomes aware of a personal data breach affecting or relating to any personal data policy, that party will promptly notify the other to enable them, as joint controllers, to investigate the breach and determine the cause of the

breach. Although the parties will participate jointly in this investigation, any mandatory notification in this regard will only be made by the party with whom the breach occurred or from whom the reason for the breach originated. If the reason for the breach cannot be attributed to either party, then the Broker shall take the lead and be responsible for compliance with any data breach reporting or notification obligations.

**NOTE HOWEVER** that regardless of the terms of these joint supervisor agreements (as described above), data subjects are not bound by them and may exercise their rights against the Insurer and the Broker. Thus, although contact points have been designated to facilitate, inter alia, the handling of data subjects' requests, data subjects are not bound by them and may freely choose to address their requests to the Insurer and the Broker.

## **LEGAL RIGHTS**

In certain circumstances, the data subject has certain rights regarding his or her personal data:

- *Requesting access to your personal data.*
- *Request the correction (**rectification**) of your personal data.*
- *Request the deletion of your personal data.*
- *To object to the processing of your personal data.*
- *Request the restriction of the processing of your personal data.*
- *Request the transfer of your personal data.*
- *Right to withdraw consent.*

These rights of data subjects are not absolute or unconditionally guaranteed, but must be balanced against the controller's (in this case, the insurer and the broker) own legal obligations and legitimate interests.

Further details on the nature of these rights, and what they entail, will be provided by the Broker, as the party designated as responsible for compliance with these matters. Alternatively, such details may be obtained from the parties' respective privacy notices.

Data subjects also have the right to lodge a complaint at any time with a competent data protection supervisory authority, such as (inter alia) the supervisory authority of their place of habitual residence or place of work. In the case of Malta, this is the Information and Data Protection Commissioner's Office ("IDPC") ( <https://idpc.org.mt> ). In France, ASSUREVER is subject to the Autorité de Contrôle Prudentiel et de Résolution ("ACPR") ( <https://acpr.banque-france.fr/> ).

## **APPENDIX 1**

Only in the context of private leisure sports.

### **Excluded:**

- **civil liability for damage and accidents occurring during a sporting activity requiring compulsory insurance, a permit or a licence. Similarly excluded is civil liability for damage and accidents that occur during any sporting event involving the use of any type of motor vehicle.**
- **civil liability cover with regard to an employer and family members, and civil liability with regard to group members or team members for group or team sporting activities, as well as civil liability for damage to property provided free of charge.**
- **professional indemnity insurance, as well as civil liability covering damage to property belonging to the leisure services provider or equipment hire company.**

### **As well as:**

- **Accidents resulting from taking part, either as a professional or under a paid contract, in official competitions organised by a sporting federation, or in training in preparation for these competitions and the civil liability relating to these activities.**
- **Air sports – unless the air sports option has been purchased**
- **Motor sports – unless the motor sports option has been purchased**
- **Extreme sports, although mountaineering below 6,000m, canyoning, running, climbing, white water swimming and rafting are all permitted.**

- Mountaineering above 6,000m, bobsleigh, skeleton, caving, dangerous animal hunting, base jumping, off-piste skiing when the authorities have issued avalanche warnings of between 3 and 5.

Any sport listed in the Motor sports and/or Air sports category is automatically considered to come under the Air sports category.

## STANDARD SPORTS -> STANDARD MULTI-SPORT INSURANCE COVER

### Athletics

Walking	Sprinting	Shot put	Decathlon
Marathon	Relay race	Long jump	Heptathlon
Long-distance running	Discus	High jump	
Middle distance running	Javelin	Pole vault	
Obstacle course	Hammer throw	Triple jump	

### Team sports

Broomball	American football	Motorball	Shinty
Volleyball	Australian-rules football	Netball	Slamball
Bandy	Canadian football	Paintballing	Softball
Baseball	Indoor football	P'urhépecha pelota	Stoolball
Basketball	Gaelic football	Basque pelota	Street hockey
Beach volleyball	Jorkyball	Pesäpallo (Finnish baseball)	Tchoukball
Beach soccer	Handball	Polo	Touch rugby
Bouzkachi	Indoor hockey	Ringette	Town ball
Florentine football	Underwater hockey	Rink hockey	Ultimate
Camogie	Lawn hockey	Roller derby	Floor hockey (Floorball)
		Inline hockey and roller hockey	
Cricket	Ice hockey	Rounders	Vigoro
Lacrosse	Horseball	7-a-side rugby	Volleyball
Lacrosse	Hurling	Rugby union	Volata
Curling	Kin-ball	Rugby league	Water polo
Floorball	Korfball	Sepak Takraw	
Football (or soccer)	Longue paume		

### Gymnastics

Acroport	Artistic gymnastics	Trampoline	Majorettes
Aerobics	Rhythmic gymnastics	Tumbling	

### Combined events

Triathlon	Modern pentathlon	Unifight	
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### Racket sports

Badminton	Peloc	Racketball	Squash
Jeu de paume	Basque pelota	Speed Badminton	Tennis
Padel	Racketlon	Speedball	Table tennis

### Sports involving animals (NB. animals are not covered by Multi-sport Insurance under any circumstances)

Dog agility	Course camarguaise (bull running)	Chariot racing	Horse racing
Dog dancing	Camel racing	Dog sledding	
<b>Equestrian sports</b>			
Sidesaddle riding	Dressage	Horseball	Pony games
Carriage driving	Endurance	Hunting	Show jumping
Traditional carriage driving	Camargue horse riding	Oulak	Ski joering
Eventing	Icelandic riding	Polo	TREC
Doma Vaquera	Western horse riding	Polo-cross	Galloping acrobatics

### Ancient sports

Barres Florentine football Chariot racing	Harpastum Pall mall Longue paume	Pankration Ancient pentathlon Fist-fighting	Camp Town ball Volata
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### Cycling

BMX Artistic cycling Track cycling	Road cycling Cyclo-sport Cyclo-ball	Cyclo-cross Cycle tourism Mountain biking	Chain-Bike
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### Martial arts

Aikido Bando and Banshay Capoeira Hapkido Ju-jitsu (jujutsu)	Brazilian Jiu-jitsu Judo Kalaripayatt Karate Kendo	Kobudo Krabi Krabong Muay-boran Ninjutsu Sumo wrestling	Taekwondo Unifight Viet vo dao Wushu (Kung Fu)
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### Sports de combat

Stickfighting Fencing	Sambo	Chanbara	Unifight
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#### **Boxing**

American boxing (full contact) English boxing	Burmese boxing (Lethwei) French boxing (Savate)	Thai boxing American kickboxing	Japanese kick-boxing (K1)
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#### **Wrestling**

Brancaille Gouren (Breton wrestling)	Greco-Roman wrestling Freestyle wrestling	Senegalese wrestling Naban (Burmese wrestling)	Ssirum
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### Ice sports

Bandy Curling Ice hockey	Short-track Ice motorbike racing Ice dancing	Figure skating Speed skating Ringette	Tobogganing (except Olympic tobogganing)
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### Strength sports

Bodybuilding Fitness	Basque strength events Weightlifting	Highland Games Powerlifting	Tug of war
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### Open air and outdoor sports

Ultra-trail Canyoning Orienteering race	Deepelling Climbing Tree climbing	Sport fishing Outdoor expedition Walking	Mountaineering (below altitudes of 6,000m)
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### Target sports

Ball-trap Breton boules Boulingrin Boomerang Bowling Croquet	Curling Ice-stick shooting Darts Golf Jukskei Paintballing	Shuffleboard French bowls Boule de fort Nine pins Sarbacane (shooting) Sarbacana	Boules (Lyon boules) Shooting Archery
<b>Billiards</b> Pool	English billiards	French billiards	Snooker

## Hybrid sports

Universal football

## Water sports

Rowing	Underwater hockey	Sport fishing	Surfing
Lifeboating	Water jousting	Windsurfing	Sailing
Dragon boating	Canoe polo	Subaqua diving	Water polo
Canoeing and kayaking	Fin swimming	Diving	Wakeboarding
Canyoning	Swimming	Rafting	
Land sailing	Synchronised swimming	Subaqua rugby	
Dragon boating		Waterskiing	

## Sliding and board sports

**Skiing** (off-piste NOT COVERED if the authorities have issued avalanche warnings of between 3 and 5)

Biathlon	Alpine skiing	Cross-country skiing	Telemark skiing
Nordic combined skiing	Freestyle skiing	Grass skiing	Freestyle skiing
Snowboarding			

### New sliding and board sports

Bodyboarding	Kite-skiing	Rollerblading	Streetboarding
Freeboarding	Snow-kiting	Skateboarding	Surfing
Surf kayaking		Snowboarding	Ice sailing
Longboarding			

## Other sports

Speedcubing	Sport dancing	Parkour	Nordic walking
Chess	Main à main acrobatics	Sport stacking	E-sports
Footbag			

## MOTOR SPORTS -> MULTISPORT MOTOR SPORTS INSURANCE COVER (STANDARD + MOTOR SPORTS)

Motorball	Speedboating	Snowmobile	
<b>Motor sports competition</b>			
Formula 1	Le Mans 24 hours	WRC (Rally)	Rallycross
GP2 Series	Le Mans Series	WTCC	Dragster
Formula 3	Karting	A1 Grand prix	Tractor pulling
Champecar	NASCAR	Fo'Car	Truck racing
Indy Racing League	DTM	Autocross	Legends Cars

### Motorcycle competitions

Motorcycle endurance competitions	Freestyle motocross	Supermotard racing	Trial
Endurance	Motocross	Ice motorbike racing	Speedway
Stunt biking	Motorcycle speed racing		

## AIR SPORTS -> MULTISPORT AIR SPORTS INSURANCE COVER (STANDARD + MOTOR SPORTS + AIR SPORTS)

## Air sports

Model aircraft	Hang gliding	Paragliding	Hang gliding
Hot air ballooning	Kitesurfing	Ultralight flying	Aerobatics
Kite flying	Parachuting	Free falling	Aircraft flying

## EXTREME SPORTS NOT COVERED BY MULTI-SPORT INSURANCE

None of the following sports are covered by any of the MULTI-SPORT Insurance policy options, even if they are listed under the Basic, Motor Sports or Air Sports options.

### Air sports

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Aerial ballet	Bungee jumping	Ski jumping	Sky flying
Base jumping	Tightrope walking	Sky surfing	

### Land sports

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Speed skiing	Aggressive rollerblading	Extreme skiing	Sandboarding
Extreme motocross	Caving	Mountaineering at altitudes	Speed biking
Street tobogganing	Mountainboarding	of over 6,000m	

### Water sports

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Barefoot waterskiing	Sea-dooing	Round the world race	
Speed sailing	White water swimming	Scuba diving	High diving or cliff diving
Snorkelling	Offshore power boat racing		

### Ice sports

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Bobsleigh	Olympic Luge	Skeleton
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### Sports with animals

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Hunting of dangerous animals
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**In case of legal problems with this contract, only the French version will be taken into consideration.**

## ASSUREVER

TSA 72218 - 18039 BOURGES CEDEX  
Phone number: 01 73 03 41 01

SARL with capital of €516,500 - RCS Paris B 384.706.941  
Insurance brokerage and management company  
Financial guarantee and professional indemnity insurance  
In accordance with Articles L530-1 and L530-2 of the Insurance Code

**COWEN | INS** The insurance and assistance cover stipulated in this document is underwritten by COWEN Insurance Company Limited, under the number AIVMUA5100.



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## **ASSUREVER insures your travels**

ASSUREVER, the French brokerage leader in the travel industry, has always favored the customer's place and innovation at the heart of its development with a single ambition: to ensure your trips with complete peace of mind.

ASSUREVER designs, manages and distributes specialized solutions for travel insurance, professional liability, fleet of coaches and cars, health and welfare, damage to premises, as well as assistance and insurance services for individuals, professionals and businesses.

With 55 employees, ASSUREVER accompanies you every day.

## **ASSUREVER**

### **EXPERIENCE:**

ASSUREVER has been a national insurance broker for more than 30 years, specialists in the creation, marketing and management of insurance and assistance policies in the tourist sector. This status of broker enables us to work with the best insurance companies.

### **PERFORMANCE**

In 2019 ASSUREVER insured more than 1.5 million people worldwide and managed more than 20,000 claims.

### **OUR COMMITMENT:**

- To guide you in your choice of cover.
- To protect you according to your needs.
- To help you before and during your trip.

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YOUR TRAVEL AGENT



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