

Licence **Carte Neige**

2011 • 2012



SUMMARY OF COVER & ACCIDENT DECLARATION

FOREWARD

This is not a contractual document and does not commit MONDIAL ASSISTANCE and GRAS SAVOYE beyond the limits of the insurance policies to which it refers.

Cover is provided within the terms and conditions of policy no. 120 069 issued by MONDIAL ASSISTANCE INTERNATIONAL, a MONDIAL ASSISTANCE group company. GRAS SAVOYE is the broker responsible for administering these policies.

The policyholder for these policies is the Fédération Française de Ski
50, rue des Marquises - BP 2451 -74011 Annecy cedex.

The Carte Neige licence holder should contact:
GRAS SAVOYE MONTAGNE - Snow Card License
3B, rue de l'Octant - BP 279 - 38433 Echirolles cedex
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All holders of a FFS Carte Neige Licence are insured for Public Liability and for Defence against claims in respect of the guaranteed activities defined below. The guarantees of the Primo, Loisirs and Performance options are valid worldwide in the event of personal injury as a result of amateur activities such as:

- all forms of skiing (except the cross-country option **) and, in particular, including but not limited to, alpine skiing, cross-country skiing, Biathlon, ski jumping, Nordic combined, freestyle skiing, snowboarding, Telemark, speed skiing, grass skiing, rollerskiing, ski trekking and raquettes.
- additional sports covered:
 - mountain biking in Europe only,
 - walking, including hiking in Europe only and worldwide that are activities organised by affiliated clubs.
- the carrying out of other activities as part of a federation, even if such activities are not wholly sporting activities and, in particular:
 - physical activities that are monitored or supervised by the FFS, its regional organisations and clubs or any other person appointed by the FFS, except those excluded for contractual reasons,
 - sports and various activities organised collectively by, and under the responsibility of, an association or a group affiliated to the FFS except those excluded for contractual reasons. Under no circumstances can participation in official competitions that are organised by a sporting federation other than a ski federation be guaranteed.

For more information on the "Mountaineering, Rock Climbing, Mountain Climbing" option, please visit the FFS website: www.ffs.fr
This option is valid in Geographical Europe.

* physical injury: any accidental injury to the body of the insured as a result of sudden action from an external cause.

** the holders of the cross-country option are only covered for cross-country skiing, walking trekking with or without raquettes, to the exclusion of any other sport.

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INSURANCE COVER

IMPORTANT : the prices below only refer to the specific costs of the different insurance and/or assistance options available to Carte Neige Licence holders. You should then factor in the membership fee for your affiliated sport club (club + federation).

COVER	OPTIONS	
	Primo	Loisirs
G1 - Third party liability	x	x
G2 - Legal defence	x	x
G3 - Rescue fees	x	x
G4 - Medical transportation	x	x
G5 - Ski lift/ski tuition passes		x
G6 - Lost pass		x
G7A - Breakage of skis		x
G8A - Medical expenses		x
G10 - Assistance - Repatriation		x
PREMIUM RATES		
Individual	€10,20	€19,30
Family		€61,55

1- Definitions

1.1 Are insured for third party liability

1.1.1 Certain organisations

- The policyholder,
- National, regional and local (département level) committees,
- Affiliated clubs and associations,
- The policyholder's Works Council (Comité d'Entreprise),
- Non-affiliated associations when taking part in events under the auspices of the F.F.S. (Trans'organisation, Plagne événements, Tignes Développement, OCD, Skipper and Solola) and any other association subject a prior claim submitted to the French Ski Federation (F.F.S.).

1.1.2 Certain persons

- officials and technical managers in the course of their duties within an organisation insured above,
- licensed trainers whether gratuitous or not,
- officials belonging to the Federation, the A.F.S., regional leagues and local (département level) committees (referees, judges,...)
- licence-holders of all age groups recognised by the Federation, as set out in its bye laws,
- employees, whether salaried or not, in the

course of their duties,

- any person acting on behalf of the Federation, the regional leagues, the local (département level) committees, the A.F.S. or affiliated associations,
- service providers engaged by the Insured, in the course of their duties, to the extent that the Federation is held liable,
- the parents or persons legally responsible for underage licence holders where they are held liable with regard to those underage persons,
- any person who is not a licence holder participating in an initiation / discovery day event organised by the F.F.S. or an affiliated club, **provided the day event has been declared to Gras Savoye Montagne 48 hours before it takes place.**
- athletes or foreign officials when in France at the invitation of one of the governing bodies of the F.F.S. for training or competition.

1.1.3 Additional insureds

1.1.3.1 Government employees

Liability falling on the State for bodily injury, property damage or financial loss caused to third parties:

- As a result of accidents caused by stewards in attendance or by musicians taking part in the fanfare, and made available to the insured organisations during an insured event, including acci-

dents caused by those persons on the way to or returning from the place where the competition is being held;

- Caused by land motor vehicles belonging to the State when such vehicles are used by the persons detailed in the previous article and have been made available to an insured organisation for an insured event, including accidents occurring on the way to or returning from the place where the competition is being held.

Notwithstanding any other provision to the contrary, this insurance cover is deemed to be at least equivalent to the legal provisions relating to the compulsory insurance of land motor vehicles (i.e. ministerial order no. 59.135 dated 07 January 1959 in application of law no. 58.208 dated 27 February 1958).

Bodily injury to government employees

and damage to State property

Irrespective of the cause of any liability, the Insurer provides cover for:

- Bodily injury suffered by the staff detailed in article 1.1.3.1, including government officials placed at the disposal of the FFS or the AFS, in the circumstances set out in that same article. Cover extends to reimbursement of the benefits paid by the State to such staff or their next of kin as well as any recourse exercised by such staff personally against the insured organisations on the basis of the rules of common law.
- Damage suffered by State-owned property, including clothing and musical instruments used by the staff detailed in article 1.1.3.1 when carrying out their duties on behalf of the insured organisations, where those organisations are liable for that damage by virtue of negligence or fault of their own staff or for any other cause.
- Damage suffered by State-owned land motor vehicles where such damage occurs during the circumstances set out in article 1.1.3.1. Compensation may in no way exceed the value of the damaged vehicle on the day it is damaged less salvage if any.

1.2 Are third parties

- a) Any person or corporation other than the Insured.
- b) The Insured as defined above (paragraph 1.1.), notwithstanding the definition in paragraph 1.2a, where the damage or injury is caused by another Insured, except for bodily injury to any of the Insured's staff coming within the terms of French legislation on work accidents or professional illnesses. The risks set out in chapter 9.2 remain covered.
- The Insureds are third parties amongst themselves for bodily injury, property damage or direct consequential financial loss.

1.3 Are insured for personal accident cover

- Any holder of a Carte Neige licence, any member of an association affiliated with the F.F.S., who holds a licence or whose licence is in the course of being issued.
- Any F.F.S. staff member including officials as

well as volunteers whether licence holders or not.

- Any person who is not a licence holder participating in an initiation / discovery day event organised by the F.F.S. or an affiliated club, **provided the day event has been declared to Gras Savoye Montagne 48 hours before it takes place.**

1.4 Accident

Accident is understood to mean any bodily injury that is not intentional on the part of the Insured and which is caused by a sudden and external event.

For the purposes of "search and rescue" cover, the following are deemed to be accidents:

- the onset of cardio-vascular or respiratory difficulties,
- sunstroke, frostbite or electrocution,
- non-intentional inhaling of gas or vapour, suffocation by immersion,
- acute poisoning by harsh poisonous or venomous substances,
- cases of rabies or anthrax following an animal sting or bite,
- mental confusion that puts the Insured at risk of physical harm,
- acute mountain sickness above 1,500 metres altitude

1.5 Physical accident

Any bodily injury that is not intentional on the part of the victim and which is caused by a sudden and external event such as a blow, electrocution, immersion syncope (hydrocution), drowning or other. Any sudden death occurring whilst taking part in a sporting activity gives rise to the payment of a death benefit.

The Insurer also considers the following instances of bodily injury as a physical accident:

- poisoning or harm caused by venomous or corrosive substances or by swallowing perished foodstuffs or foreign bodies; **nevertheless, with the exception of injury caused by third party criminal action, there is no cover for gradually evolving injury,**
- frostbite, sunstroke or suffocation occurring as the result of a fortuitous event,
- the consequences of a surgical operation solely when this has been necessitated by an insured accident,
- injury caused by ionising radiation when this is the result of treatment given to the Insured as a result of an insured physical accident.

1.6 Period of insurance

The period of insurance is that period between two annual premium due dates. However, if the effective date of cover and/or the policy is different from the annual due date then the "period of insurance" is considered to be the period between that date and the next annual due date.

If, however, the policy or policy cover expires between two annual due dates then the last period of insurance is understood to be the period between the last due date and the expiry date of cover and/or the policy.

1.7 Environmental harm

Harm to the environment is defined as the release, dispersion, ejection or depositing of any solid, liquid or gaseous substance into the atmosphere, the ground or water.

The following are also considered to be harm to the environment: the production of smells, noise, vibrations, changes in temperature, waves, radiation or rays that exceed levels normally tolerable to neighbours and which occur at the same time as the sudden and unforeseen event that caused them and which do not manifest themselves in a slow and progressive manner.

1.8 Contractually agreed scale for permanent total or partial disablement

This scale indicates the percentage to be applied to the disablement benefit in order to calculate the amount of compensation to be paid to a victim. The percentage disability, after consolidation, is fixed by reference to the Common Law scale of disablement published by the "Concours Médical" and by application of its own evaluation rules.

1.9 Consolidation

Stabilisation of the Insured's injuries whereby a medical authority has observed that permanent sequelae exist.

1.10 Officials and high level athletes

An official is deemed to mean any person, whether an F.F.S licence holder or not, who has been duly elected to a governing body in the Federation or an affiliated club or association. Elected members of the management committee of the F.F.S., a league or local (département level) committee, as well as the presidents, general secretaries and treasurers of sporting clubs duly affiliated to the F.F.S. are deemed to be officials. The following are also considered to be officials for the purposes of this insurance policy:

- Federation managers,
- State technical managers placed at the disposal of the F.F.S. or its lower bodies by the Ministry of Youth and Sports (Ministère de la Jeunesse et des Sports),
- Members of F.F.S commissions and other officials.

High level athletes are understood to be those persons who are FFS licence holders and who are duly registered in the list of high level athletes published by the Ministry of Youth and Sports.

1.11 Bodily injury

Any accidental physical harm suffered by a living person.

1.12 Property damage

Any deterioration, harm or destruction, total or partial, or disappearance of a thing or substance, any physical harm done to an animal.

1.13 Financial loss

Any pecuniary loss resulting from the prevention of enjoyment of a right or the interruption of a service rendered by a person or by any moveable or fixed property or the loss of any benefit.

1.13.1 Consequential financial loss:

Financial loss resulting from insured bodily injury or property damage.

1.13.2 Non consequential financial loss:

Financial loss not resulting from insured bodily injury or property damage or else resulting from bodily injury or property damage that is not insured.

1.14 Fees for scene medical transportation

Scene medical transportation is transportation from the scene of the accident to the nearest medical centre or hospital that is the most appropriate given the nature of the injuries, and transportation back to the place where the injured person is staying at the resort.

1.15 Search fees

Search is understood to mean operations carried out by rescuers and rescue teams who have travelled specially to search for the Insured in a place that is lacking in any organised or convenient rescue facilities.

1.16 Europe

The European Union (including the following countries and territorial collectivities: Guadeloupe, Guyana, Martinique and Reunion Island), Liechtenstein, Monaco, San Marino, Switzerland, The Vatican City State.

1.17 Rescue fee

Rescue fees are understood to be the costs of evacuating the Insured after the accident once he/she has been found.

1.18 Treatment costs / medical expenses

- General practitioner or specialist medical fees, surgical and operating theatre costs, fees for functional or professional physiotherapy,
- the cost of first purchasing prostheses or any other appliance,
- the cost of medically prescribed pharmacy medicines, provided that the medicines prescribed qualify for reimbursement under a compulsory social protection scheme in the conditions laid down by the legislation and regulations applying to the Social Security system,
- the costs for laboratory tests and examinations,
- the costs of a stay in a public or private healthcare establishment,
- the cost of transporting the injured Insured to a place where he/she can receive the emergency treatment required,
- the justified cost of travelling to receive treatment prescribed by medical certificate and which is not covered by Social Security,

- reimbursement of a flat spectacles or contact lens benefit in the event of a member, whether a licence holder or not, breaking his/her glasses in an accident occurring during a sporting activity,
- reimbursement of a flat dentistry benefit for dental treatment to a member, whether a licence holder or not, resulting from an accident occurring during a sporting activity.
- reimbursement of medical and hospital fees left unpaid by competitors and foreign officials whilst staying in France for friendly or official international meetings.

1.19 Policy excess

This is the amount that remains for the Insured's account out of the compensation due from the Insurer. The excess applies per claim (as defined in the policy), irrespective of the number of victims.

1.20 Hospitalisation

Emergency attention in hospital of more than 24 consecutive hours, that is unscheduled and cannot be postponed..

1.21 Daily and weekly benefits

This is the daily or weekly compensation for loss of salary, bonuses or any other loss of income due exclusively to a stay in hospital.

1.22 Serious illness

Any alteration in the Insured's state of health observed by a competent medical authority and which causes the cessation of all professional or other activity and which requires medical treatment and observation.

1.23 Insurance claims

All the harmful effects resulting from the same accidental cause and which are likely to trigger cover under the policy except for third party liability claims which are defined below.

1.24 Third party liability claims

Any written legal or out-of-court claim made by a third party suffering loss and which is brought to the attention of the Insurer and likely to trigger cover under the policy. All claims made out of one and the same original cause shall be considered one single insurance claim.

1.25 Social security standard scale of charges

The fees laid down in agreements between the Social Security and the various federations of healthcare professionals.

2- Activities covered

The following activities are covered:

SKIING in all its forms, and the teaching of skiing, as well as all ancillary and similar sports, including the organisation of or participation in:

- competitions, whether official or not, and preparation sessions provided this takes place under the control or surveillance or with the authorisation of the F.F.S. or any other person or body authorised by it,
- **training sessions taking place at sporting locations belonging to or put at the disposal of the Federation or its regional or local (département level) bodies, or affiliated sporting clubs, or outside of such places but, in such cases, provided that these sessions take place under the control or surveillance or with the authorisation of the F.F.S. or any other person or body authorised by it,**
- any other type of event especially as part of humanitarian actions such as the Telethon;
- the trophy or prize giving ceremonies at competitions, whether taking place at the end of the competition or at a later time,
- promotional or advertising events, especially demonstration events, exhibitions, parades and gala evenings organised by the Insured or any other person or body authorised by them,
- initiation or advanced training sessions organised or vetted by the Insured or any other person or body authorised by them, whatever the sport or

activity engaged in,

- accommodation for the Insured and guests at competitions and/or initiation and advanced training sessions.

The carrying on of other Federation activities even if these are not directly related to sport and, in particular:

- all meetings in any place, including abroad, organised by the F.F.S, its regional or local (département level) committees or any other organisation to which the F.F.S must be affiliated especially such as International Federations,
- cultural, recreational or friendly events, dances, trips, banquets and days out,
- travelling to and from any place by any means of transport as part of the activities set out above,
- all administrative, logistical or computer work and other such activities.

This list is purely indicative and not exhaustive and may in no way be used by the Insurer as a means of declining cover.

3- EXCLUSIONS

Exclusions applying to all cover items except Third Party Liability cover.

Those exclusions relating to Third Party Liability cover are set out in page 9.

Apart from those exclusions specific to each cover item and except where there are provisions to the contrary, all bodily injury, property damage and financial loss is excluded when it results from:

- 3.1. wilful misconduct on the part of any party insured, provided article L 121.2 of the Insurance Code applies,
- 3.2 civil or foreign warfare, as provided for in article L 121.8 of the Insurance Code. (The onus is on MONDIAL ASSISTANCE to prove that the loss resulted from civil warfare),
- 3.3 earthquake, volcanic eruption, tidal wave, flood, subsidence or landslide (except in the case of a natural disaster qualified as "catastrophe naturelle" by inter-ministerial order pursuant to the provisions of the law of 13 July 1982),
- 3.4 the direct or indirect effects of explosion, radiation or heat emanating from nuclear transmutation or radioactivity,
- 3.5 being in a state of drunkenness or obviously under the influence of alcohol, if it transpires that at the time of the accident, the Insured had an alcohol reading of 0,50 g per litre of blood or higher.

3.6 the taking of drugs or any narcotic set out in the Public Health Code (Code de la Santé Publique) and which has not been medically prescribed.

Nevertheless, cover by the Insurer remains in force if it is established that the accident was not connected to that fact.

3.7 fines and any other financial penalty imposed as punishment and which does not constitute direct compensation for any bodily injury or property damage,

3.8 the use of firearms or compressed air weapons where possession is forbidden, except for participants in the biathlon discipline,

3.9 except for other exclusions set out in the policy, the taking part in a motorised or airborne sport (except paragliding practised in an association or grouping that is affiliated to the French Ski Federation [Federation Française de Ski] and supervised by a qualified paragliding instructor), hang gliding, polo, skeleton, bobsleigh, ice hockey, scuba diving, potholing, bungee jumping or parachuting; sledging carried on as a sporting discipline on a competition piste, participating in official competitions organised by or under the auspices of any other sporting Federation.

Cover applies particularly to liability incurred by, through or as:

- the Insured, any members of his/her family, the Insured's employees, whether salaried or not, apprentices, trainees, staff prior to hiring, volunteers and more generally any person for which the Insured is declared to be responsible in civil law, in the course of or at the time of their participation in the activities,
- the financial consequences of Liability that may be incurred by the Insured or Officials (except carrier's liability) for bodily injury caused to an Insured as defined in article 1.1. during gratuitous transportation in vehicles made available to them but solely in the course of the activities,
- all goods, buildings, furnishings, premises, places, facilities or animals used, rented or occupied temporarily by the Insured for carrying out their activities,
- all real estate, with its outbuildings and facilities, rented by the Insured or made available to them on a temporary basis for a maximum of 60 consecutive days as part of the insured activities,
- motorised handling and hoisting plant, including non motorised equipment attached to them, of which the Insured is owner or which has been lent or rented to them with or without a driver, in the course of their use as tools of trade (either stationary or in movement),
- the operation of social welfare organisations managed or subsidised directly by the Insured or one of its delegated authority holders such as canteens, buying agencies, child minding, health-care, physical education or any other sport,
- negligence or fault on the part of medical services and/or non compliance with legislation current on the day of the loss, **but this in no way means there is cover for any consequences of the partial or total, temporary or definitive closing down of medical services,**
- damage caused to buildings entrusted to the Insured and in general to any contents therein, resulting from destruction and breakages whilst temporarily occupying premises put at their disposal,
- loss caused to third parties and resulting from fault, error, omission or negligence in the terms of the legal provisions on tendering advice (law of 16 July 1984 as modified by the law 13 July 1992 and article L.140-4 of the Insurance Code),

of the policy.

The limit of indemnity stated for the last period of insurance is then valid both for these claims and for all those brought to the Insurer's notice since the last annual due date preceding the date of cancellation.

EXCLUSIONS

The only exclusions from the third party liability cover item are losses or the worsening of losses caused by:

1. firearms (excepting biathlon carried out under the auspices of the F.F.S.) or devices designed to explode through modification of the structure of the atom,
 2. any nuclear fuel, product or radioactive waste, or by any other source of ionising radiation or which are the sole liability of the operator of a nuclear installation, or originate from the supply of goods or services relating to a nuclear installation abroad, or directly affect a nuclear installation,
 3. any source of ionising radiation (especially radio-isotopes), used or designed to be used outside a nuclear installation and of which the Insured, or any person for whom they are responsible, is owner, keeper or user or for which they could be held liable by virtue of its design, manufacture or packaging.
 4. In partial derogation of the preceding paragraph, this exclusion does not apply to losses caused by sources of ionising radiation used or designed to be used outside a nuclear installation and of which the Insured, is owner, keeper or user and which are kept in a facility which is not subject to legal classification (sources classified by the CIREA as S1, S2 and L1, L2).
 5. losses arising from:
 - civil or foreign warfare,
 - any act of terrorism or sabotage committed as part of concerted acts of terrorism or sabotage,
 - riot, civil commotion, strike or lock out,
 - earthquake, volcanic eruption, tidal wave or other catastrophes,
 6. losses caused by aircraft or marine vessels where a licence is required to pilot or drive them and which belong to the Insured or are used by them.
 7. losses caused to others by pollution or any form of harm done to the environment which is not of an accidental nature as far as the Insured is concerned.
 8. losses caused to buildings or furnishings where the Insured or persons for whom they are legally liable, are owners or rent on a permanent basis.
 9. the consequences of any commitment designed to impose on the Insured the responsibility for compensating and/or the way in which to compensate for losses and which commitment would not fall on them under common law.
- Except if these commitments are made to public or semi-public bodies and are usual

4- Guarantees

G1 - THIRD PARTY LIABILITY

This cover is reserved for holders of the right Federation membership for which they have paid the corresponding subscription.

Scope of cover

This item is designed to cover the Insured, whether a private individual or a corporation, **up to a limit of €4,573,471** per claim, for the financial conse-

quences of any Liability of any kind you may incur for property damage, bodily injury or financial loss caused to third parties in the course of the activities insured under this policy.

The cover amounts and any excesses are as follows:



COVER	AMOUNT AND LIMITS OF COVER EXCESSES	EXCESSES OR MINIMUM FOR COMPENSATION
Bodily injury, property damage and consequential or non consequential financial loss	Up to a limit per claim of	Per claims
Together in the aggregate	€4 573 471	None for bodily injury
Of which		
Property damage and consequential financial loss	€914 694	10% of the amount of the loss with a minimum of €76 and a maximum of €762
Non consequential financial loss	€457 347	€1 524
Accidental damage caused to the environment	€457 347	10% of the amount of the loss with a minimum of €76 and a maximum of €762

Period of cover

Cover is granted for third party claims brought to the Insured's notice between the policy effective date and the date of suspension or cancellation of cover to which these claims are attached, to the exclusion of any causes or losses that the Insured knew of at the time of taking out this cover and knew that they would be likely to trigger cover.

In the event of cancellation of the policy, cover existing at the date of cancellation is maintained for losses declared by the Insured to the Insurer and referring to claims brought to the Insurer's notice within a maximum of two years from the date of cancellation, on condition that the cause of the loss originates during the period of validity

for the Insured's profession. Furthermore, the Insurer renounces any right of recourse that they may have in the event of a loss, against the renter of any moveable property or real estate leased to the Insured.

10. losses caused by vehicles of which the Insured is owner, renter, keeper or user for risks that, by application of French legislation, are compulsory insurable.

Nevertheless, cover remains in force:

- for any contingent liability incurred by the Insured following a loss caused to third parties by their employees using any vehicle that they own or which has been entrusted to them by a third party for any errand necessary for the activity including transporting injured persons,
- when moving any vehicle, not belonging to the Insured nor entrusted to the Insured, for the purposes of removing it as an obstacle to carrying out the insured activities.

11. fines, including those that are akin to compensation in civil law.

12. so-called decennial constructor's liability (article 1792 of the Civil Code Civil), two year correct functioning liability (article 1792.3) and builders' performance guarantee (article 1792.6) as well as losses of a similar nature occurring abroad.

13. theft committed in premises where the Insured is owner or occupier, except theft by an employee or where the negligence of an employee facilitated entry of the thief.

14. losses that become unavoidable and foreseeable due to the wilful, conscious and deliberate act or omission of the Insured when this causes the insurance policy to lose its basis of unpredictability within the meaning of article 16 of the Civil Code.

15. motor vehicle competitions taking place in areas closed to public traffic (ministerial order no. 58-1430 of 23 October 1958 and decision of 17 February 1961).

16. losses resulting from the following dangerous sports:

- boxing, wrestling,
- potholing, hunting and underwater diving,
- single handed sailing, yachting more than 5 miles from the coastline
- airborne sport, except paragliding practised in an association or grouping that is affiliated to the F.F.S. and supervised by qualified paragliding instructors,
- polo,
- skeleton, bobsleigh,
- ice hockey,
- bungee jumping,
- motor sports.

G2 - LEGAL DEFENCE

This cover is reserved for holders of the right Federation membership for which they have paid the corresponding subscription.

Scope of cover

If, in the course of litigation, you are summoned to appear before a court, we will pay, within the limits and conditions detailed below, any process fees and the fees and expenses of legal assistance for your defence.

For your defence, you may either:

- Choose your own lawyer from those registered in that jurisdiction,
- Or leave us to select a lawyer for you.

Conditions for application of cover

Cover applies to any subpoena that meets the following three conditions:

- Is within the scope of cover as defined in this policy,
- Has been served on you during the validity of this policy and concerns litigation that arose during the same period,
- Has been reported to us.

You should let us have a copy of the subpoena at the latest 5 working days after receiving it (except force majeure).

The amount of cover and how it is paid

Cover is operative, per litigation, up to a limit of **€22,867 for all matters over €305.**

All legal processes having the same origin are strictly deemed to one and the same piece of litigation.

Lawyers' expenses and fees are paid up to the limits (including taxes) set out below for each individual settlement, ordinance, judgement or decision (including preparation of the papers, pleading and result).

● Settlement	€382
● Référé (summary jurisdiction)	€382
● Tribunal de Police (Police court)	
- without registration as a plaintiff claiming damages* (except 5th class)	€382
- with registration as plaintiff claiming damages* and 5th class	€534
● Tribunal correctionnel (Criminal court)	
- without registration as a plaintiff claiming damages*	€534
- with registration as a plaintiff claiming damages*	€687
● Tribunal d'Instance (Court of first instance)	€534
● Tribunal de Grande Instance (Superior court)	€687
● Tribunal de Commerce (Business tribunal)	€687
● Assistance in any investigation or examination	€305
● Tribunal Administratif (Administrative court), per case	€763
● Cour d'Appel (Appeal court), per case	€763

- Cour de Cassation (Supreme court):
 - per appeal in defence €1,220
 - per appeal as plaintiff €1,373
 - Conseil d'Etat (Council of State), per appeal €1,525
- (* *procedure in French courts known as constitution de partie civile*)

If you change legal counsel then the management company will only reimburse you up to the amounts set out above for all the expenses and fees you have to settle.

Payment is made by us in the following manner:

- Subpoena served in metropolitan France (including Corsica), in member countries of the European Union, Andorra, Lichtenstein, Monaco, Switzerland and San Marino: we pay insured expenses and fees, directly, up to the amount of the limits set out in this article.
- Subpoena to appear before a court in another State and in the French DOM TOMs: we reimburse insured expenses and fees on production of proofs at the end of the process, i.e. when a court decision has been handed down, up to a limit of €7,623 (including taxes).

Rights in the event of litigation

Conflict of interest

We can refer matters to a lawyer (or any other qualified person) to assist you if you feel that a conflict of interest may arise between us and you.

Disagreement on the settlement of litigation

In the event of disagreement over the settlement of litigation, the disagreement may, at our expense, be referred to a third party designated by mutual agreement or failing that nominated by the president of the Superior Court (Tribunal de Grande Instance) acting in summary jurisdiction.

Insurer's rights

We are subrogated, in the terms of article L. 121.12 of the Insurance Code, to the rights you may have for reimbursement of expenses and fees. In the event of an accident with a third party and pursuant to the Law of 13 July 1982 (Article L 121-4 of the Insurance Code) you are obliged to furnish us with the name and address of your own Liability insurer.

Recours against liable third parties

We undertake, in the terms and conditions set out below, either amicably or before any court in any country of the world, to exercise your right of recourse against the party or parties that have been identified as liable for any loss you may have suffered in taking part in the insured activities, provided cover would have applied if the liable party were an insured under the policy.

If disagreement arises over whether to start or pursue legal action against those who are liable for an accident, each of the parties shall appoint an arbitrator. If these arbitrators fail to find common ground for agreement then the decision is taken by a third arbitrator appointed by them, or failing that the appointment is made by the president of the Tribunal de Grande Instance of your home town, acting in sum-

mary jurisdiction. Each party shall bear the expenses of their arbitrator and half of the third arbitrator.

If, against the advice of the arbitrators, you plead on your own behalf and obtain a settlement that is more favourable than that proposed by the arbitrators then we will reimburse you, up to the cover limit, on presentation of supporting documentation, the expenses you have paid and which were not awarded against the other party.

G3 ET G4 - REIMBURSEMENT OF MOUNTAIN SEARCH FEES, RESCUE FEES AND SCENE MEDICAL TRANSPORTATION FEES

This cover is reserved for holders of the right Federation membership for which they have paid the corresponding subscription.

What does mondial assistance cover?

We undertake to pay or reimburse the search, rescue and scene medical transportation fees for injured persons when charged to the Insured by the authority that organises the mountain resort.

The expenses incurred are covered when they are the result of an accident that occurred during an insured activity, necessitating the involvement of public services, professional rescue personnel or the services of qualified private search facilities.

We also cover reimbursement of the return journey from the medical centre or hospital to the resort where the Beneficiary was staying at the time of the accident.

How much is covered?

If the accident occurs in France we reimburse insured costs up to **actual expenditure.**

When the accident occurs abroad, we reimburse insured costs **up to a limit of €15,245** in total for all fees (mountain search, rescue and scene medical transportation).

Aggregation of cover

Compensation for search and rescue fees can be aggregated with the reimbursement of scene transportation fees.

WHAT ARE THE EXCLUSIONS?

In addition to the exclusions that apply to all cover items, the following is excluded from cover:

1. accidents that are a voluntary act of the beneficiary under the policy and those which result from attempted suicide or self mutilation,
2. conscious or unconscious suicide,
3. accidents caused by revolt, rioting, plotting or civil commotion in which the Insured has taken an active part,
4. accidents occurring during the participation of the Insured in a brawl, except in self defence,
5. illness and its after effects (except if the consequence of an accident covered by this insurance), varices, varicose ulcers, rheuma-

tism, lumbago, congestion and other similar complaints (calluses, synovitis, sprained back, etc.) except where the consequence of an insured accident,
6. losses resulting from an accident occurring before cover comes into effect.

What are the insured's obligations in the event of a loss?

The Insured should pass on to GRAS SAVOYE MONTAGNE (www.grassavoie-montagne.com) all proofs and especially the original costings and invoices from the professionals who took part in any search, rescue or scene medical transportation operations.

G5, G6, G7 A REIMBURSEMENT OF SKI-LIFT AND SKI / SNOWBOARD TUITION PASSES REIMBURSEMENT OF EQUIP- MENT RENTAL FOLLOWING ACCIDENTAL BREAKAGE

This cover is reserved for holders of the right Federation membership for which they have paid the corresponding subscription.

What do we cover?

Reimbursement of ski-lift and ski / snowboard tuition passes (Loisirs and Performance Licences)

We will reimburse ski lift passes and ski or snowboard tuition passes of over 2 consecutive days on a prorata basis for the unused days starting from the day after the occurrence of one of the following events:

- A skiing accident causing injuries that prevent you from continuing to ski
- Unforeseen illness or stay in hospital of over 24 hours duration,
- Death of the Insured or close relative (i.e. pa-

rents or offspring one degree removed),
 ● Serious property damage to more than 50% of your principal residence and which absolutely requires your presence, following break in, fire, water damage or a natural event.

Reimbursement of ski rental fees following accidental breakage of your skis (G7A):

If your skis are broken during an activity that is insured under this policy, then we will reimburse you the rental of a pair of skis, equivalent as far as possible, for a maximum duration of 8 days. Rental should be made at the resort from a ski renter who is approved by the F.F.S. on condition that the breakage of your skis is proven by presenting the damaged equipment to the renter.

Loss / Theft of season pass (Loisirs and Performance Licences).

In the event of the loss or theft of a season pass purchased more than 2 days before, we cover the reimbursement of your ski lift pass on a prorata basis for the unused period of the season starting from the day after the occurrence of the event. Cover is operative provided we receive proof that a new pass has been purchased.

What you have to do in the event of a claim

For all requests for reimbursement, you should:

- make a declaration to GRAS SAVOYE MONTAGNE (www.grassavoie-montagne.com) within five days of becoming aware of the loss, except in the event of force majeure – after that time, if we are prejudiced by your late declaration then you lose all right to compensation.
- attach all proofs to support your request.
- in the event of an accident: fill out yourself the accident declaration form available at the ski lift counter, or with the resort piste managers, or the club or on the Federation website www.ffs.fr and send the duly completed form within 5 days to the address indicated together with the proofs requested.

G8 A ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES FOLLOWING AN INSURED ACCIDENT

This cover is reserved for holders of the right Federation membership for which they have paid the corresponding subscription.

For the purposes of this cover item, France is defined as metropolitan France. It is understood that the Beneficiaries are holders of a valid CARTE NEIGE card, are resident in France and are victims of an insured accident.

Foreigners who hold a valid CARTE NEIGE card benefit from this cover in the same way as if they were covered by the French Social Security system but limited to 3,800 Euros per event.

The G8A cover item applies for a maximum duration of 18 consecutive months following occurrence of the insured event.

You pay medical or hospitalisation expenses as a consequence of an insured accident occurring during the period of validity of your CARTE NEIGE licence

- We will reimburse any medical and hospitalisation expenses remaining for your account after settlement from your Social Security body, your additional healthcare plan (mutuelle) and/or any other insurance or personal protection organisation, up to the amounts and cover limits set out in the tables appearing in article 6.1.2 below.
- We will pay you a daily benefit in the event of hospitalisation up to the amounts and limits set out in the tables appearing in article 6.1.3 below. Cover is granted provided the licence holder is employed on the day of the accident or derives professional income.

Table of cover amounts and excesses:



Benefits payable after settlement from Social Security and any other personal protection body except those on a % of actual cost basis	G8 A		
	% TC	ACTUAL COST	OTHER BASIS OR LIMIT
HOSPITALISATION			
Hospitalisation for medical reasons	150%		
Hospitalisation for surgery	150%		
Single room		€50 by day*	
GENERAL MEDICINE			
Visits to a general practitioner	150%		
Visits to a specialist	150%		
Laboratory tests	150%		
Xrays	150%		
Medical auxiliaries	150%		
Specialist treatment	150%		
Medical prostheses		100%	€460 max
PHARMACY MEDICINES			
Pharmacy 35%		100%	
Pharmacy 65%		100%	
OPTICAL			
Lenses		100%	€900 max
Throwaway, refused or accepted lenses		100%	
Frames	200%		€460 max
DENTAL			
Dental care	150%		
Dentures		100%	€460 max
Orthodontics		100%	€460 max
OTHER BENEFITS			
Hearing aids		100%	€460 max
Hospitalisation benefit		€23 per day, maximum 100 days - Excess 5 days	

*Benefit cap



G10 - REPATRIATION ASSISTANCE

This cover is reserved for holders of the right Federation membership for which they have paid the corresponding subscription.

CARTE NEIGE Assistance works 24 hours a day / 365 days a year and organises the following services: in the event of an insured physical accident, including sudden death, occurring to a CARTE NEIGE licence holder then, as soon as a first call is made, the MONDIAL ASSISTANCE medical team, where necessary, establishes contact with the attending doctor at the scene and/or the family doctor, if need be, so as to make sure any action to be taken is the most appropriate given the state of the injured person.

For the purposes of this cover item, geographical Europe consists of the following countries:

Albania, Germany, Andorra, Austria, Belgium, Byelorussia, Bosnia-Herzegovina, Bulgaria, Croatia, Denmark, Spain, Estonia, Finland, France, Gibraltar, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Moldavia, Monaco, Norway, the Netherlands, Poland, Portugal, Rumania, United Kingdom, Russia (West), Slovakia, Slovenia, Sweden, Switzerland, Czech Republic, Ukraine, Yugoslavia.

Scope of assistance services

Once you have called on our assistance services, any decisions relating to the nature and organisation of any measures, and whether to undertake them, are made exclusively by our Assistance facility.

Repatriation Assistance

a) Beneficiaries domiciled in geographical Europe:

Following the occurrence of an insured accident and if your state of health requires repatriation then we will assist you in the following way.

- **Organisation and payment of your return or your transportation to a healthcare establishment**

We organise and pay for return to your home in geographical Europe or your transportation to the nearest healthcare establishment to your home that is the most appropriate for providing the care that your state of health requires.

- **Payment of the return fare for someone to come and accompany your underage children on their return journey.**

If a licence holder in the company of underage or handicapped children is unable to look after them, following an insured physical accident, then we pay the return fare (tourist class airfare or 1st class rail fare) for the person of your choosing, resident in geographical Europe, to accompany that child back to your home in geographical Europe.

For people residing in geographical Europe but outside metropolitan France, repatriation cover only applies to stays at a resort of less than 31 consecutive days.

b) Beneficiaries domiciled outside geographical Europe:

Following the occurrence of an insured accident and if your state of health requires repa-

triation then we will assist you in the following way.

- **Organisation and payment of your transportation to a healthcare establishment**

We organise and pay for your transportation to the healthcare establishment that is the most appropriate for providing the care that your state of health requires.

If you so wish, we can organise your return to your home outside the European Union, but all expenditure will be for your account.

Provision of a driver for the return of your car

If your state of health means that you are no longer able to drive your car for the return journey to your home in geographical Europe and none of the other passengers with you can replace you, then we will provide a driver to bring your car back to your home in geographical Europe by the fastest route.

Your hotel, restaurant, fuel, motorway toll and parking expenses remain for your own account.

This cover is granted provided your car is in perfect working order, complies with the rules of the national and international highway codes and complies with the standards laid down in the compulsory vehicle testing system.

Assistance in the event of death of an insured person

a) Beneficiaries domiciled in geographical Europe:

In the event of death of an insured person residing in geographical Europe, we will organise and pay for transportation of the body of the beneficiary who has been mortally injured, from the place where the body is laid in the coffin to the place of burial in geographical Europe.

b) Beneficiaries domiciled outside geographical Europe:

In the event of death of an insured person residing outside geographical Europe, we can organise, if you so wish, transportation of the body of the beneficiary who has been mortally injured, from the place where the body is laid in the coffin to the place of burial. All expenditure will be for your own account.

COVER EXCLUSIONS

Apart from the exclusions applying to all cover items, the following are also excluded: For all assistance services:

1. **Any expenditure made without the prior agreement of our Assistance facility;**
2. **The consequences of pre-existing, diagnosed and/or treated illness or injury where there was a risk of serious deterioration that was known to the beneficiary on departure;**
3. **The consequences of a condition that was not consolidated and still receiving treatment and for which your stay was for convalescence, as well as any condition that arises during a trip that has been made to obtain a diagnosis and/or for treatment;**
4. **Any further effects (examination, further treatment, relapse etc) of a condition that**

had given rise to repatriation on a previous occasion; this exclusion does not apply to holders of an Elite licence;

5. **The consequences of a minor condition or injury that can be treated on the spot;**

6. **The consequences of pregnancy, except distinct unforeseeable complications, and in all cases, abortion, childbirth, in vitro fertilisation and their consequences;**

7. **Direct payment of medical expenses**

8. **Repatriation of persons not resident in metropolitan France and staying in a resort for more than 31 consecutive days;**

9. **The consequences of:**

- **situations involving the risk of infection at the time of an epidemic,**
- **exposure to infectious biological agents,**
- **exposure to chemical agents such as combat gas,**
- **exposure to incapacitating agents,**
- **exposure to neuro-toxic agents and agents with residual neuro-toxic effects, and which are subject to quarantine or specific preventive or surveillance measures on the part of the local and/or national health authorities in the country where you are staying;**

10. **Your participation in any sport on a professional basis or under a contract with remuneration, as well as training and preparation that is not part of an activity organised under the auspices of the French Ski Federation. This exclusion does not apply to monitors at the French Ski Academy (Ecole de Ski Français) carrying on their activity under the auspices of the F.F.S., nor does it apply to holders of an ELITE licence.**

11. **The consequences of an accident that occurs whilst you are taking part in a motorised or airborne sport (except paragliding practised in an association or grouping that is affiliated to the French Ski Federation and supervised by a qualified paragliding instructor), hang gliding, polo, skeleton, bobsleigh, ice hockey, scuba diving, potholing, bungee jumping or parachuting;**

12. **All expenses not expressly mentioned as giving rise to a reimbursement, as well as restaurant expenses and any expenses for which you cannot provide proof;**

13. **Reimbursement of apartment rental and the hiring of skis.**

What do you have to do in the event of a claim?

For all requests for reimbursement, you should:

- **make a declaration to GRAS SAVOYE MONTAGNE (www.grassavoie-montagne.com) within five days** of becoming aware of the loss, except in the event of force majeure – after that time, if we are prejudiced by your late declaration then you lose all right to compensation.

- **attach the following to your request:**

- A medical certificate indicating the nature of the injuries,
- An accident declaration giving the precise circumstances of the accident,
- A copy of the medical form (feuilles de soins) given to you by the medical practitioner,
- Statements showing amounts reimbursed by obligatory and/or supplementary healthcare insurers.

**What you have to do
in the event of a loss**

To request assistance

You should contact us, or have someone contact us, as soon as your situation appears to you to require an early return or expenditure that comes within the scope of our policy cover.

**Our services are available to you
24 hours a day and 7 days a week:**

Either by telephone on:

- 01 40 25 50 93 if you are calling from metropolitan France,
 - +33 1 40 25 50 93 if calling from abroad.
- Calls will be answered 24 hours a day.**
Or by fax on:
- 01 40 25 52 62

You will be given a claim number straightaway and we will ask you to give us:

- your policy number which is 120069,
- your Carte Neige licence number,
- an address and telephone number where we can reach you and contact details for anybody who is looking after you,
- permission for our doctors to have access to all your medical information or the information on the person who needs our help.

To request reimbursement

In order to benefit from reimbursement of any expenses paid in advance by yourself with our agreement, you must provide all the necessary proofs for us to deal with your request.

Services that have not been requested in advance and not organised by our facility cannot be reimbursed nor compensated.

To request payment of travel expenses

When we organise and pay for travel under our policy cover this is by 1st class train and/or by air in tourist class or else by taxi, at the discretion of our Assistance facility.

In such cases we become owners of your original tickets and you undertake to let us have them or else pay over to us any amount that you manage to obtain as reimbursement by the carrier who issued those tickets.

If you did not initially have a return ticket then we will ask you to reimburse us with the ticket costs that you would, in any case, have had to pay for your return, on the basis of 1st class rail travel and/or tourist class air travel for the period of your anticipated return with the carrier you used on the outward journey.

**The legal framework
for our assistance services**

We provide services within the framework of national and international laws and those services are subject to obtaining the necessary authorisations by the appropriate administrative authorities. Furthermore, we cannot be held liable for any delay or inability to carry out the agreed services due to force majeure or events such as strike, riot, civil commotion, restrictions on freedom of movement, sabotage, terrorism, civil or foreign warfare, the consequences of exposure to radioactivity or any other fortuitous event.



**CARTE NEIGE (SNOW CARD)
LICENSE SEASON 2011/2012**

ACCIDENT DECLARATION

**Form to be filled out in block capitals
and returned within 5 days to:**

**GRAS SAVOYE MONTAGNE - Snow Card License
3B, rue de l'Octant - BP 279 38433 Echirolles Cedex
Tel.: 0 810 02 09 64 (toll-shared number)**

**Complete the form on the website to make
a declaration online: www.grassavoie-montagne.com**



You must attach the following to your declaration:

- A legible photocopy of the front and back of your Carte Neige Licence (this is absolutely necessary for checking your insurance cover)
- An initial medical certificate indicating precisely the nature of your injuries and the duration of your inability to practise any sporting activities
 - The original copies of your ski-lift pass and/or ski lesson pass of minimum 2 days
 - Photocopies of the medical treatment forms (feuilles de soins) before sending them to the Social Security (Sécurité Sociale) and to your supplementary health insurer (Mutuelle).

On receipt of your declaration we will send you an acknowledgement with a claim reference number. We would ask you to please wait to receive this before sending us any further correspondence.

MUST BE COMPLETED IN ALL CASES

Date of the accident Time

Name of resort

DETAILS OF INJURED MEMBER

Carte Neige license number (please attach a photocopy front and back)

Issued by (name of club)

Surname First name(s)

Date of birth Sex

Nationality

Permanent address

Postal code Town/city

Country Tel.

e-mail address

For children under age, name and address of legal guardian

.....

Type of skiing engaged in

Circumstances of the accident

.....

Nature of injuries (attach a medical certificate stating injuries observed)

.....

.....

Were you rescued by the piste management staff? Yes No

If so, how? Rescue sled/barquette Scooter Helicopter

Other

Were you transported by ambulance? Yes No

If so, where to? Doctor's surgery Hospital Back to resort

Are you insured under Social Security (Sécurité Sociale) Yes No

If so, please give name of Social Security body.....

Name of your supplementary health insurer (Mutuelle)

..... Policy number

You must declare this accident to your Social Security body and to your supplementary health insurer (Mutuelle).

Other insurance policies ? Yes No

Details

..... Policy number

IN THE EVENT OF COLLISION

If you are involved in an accident with a third party the law* requires you to provide the following information (*Law of 13/07/82 – article 121.4 of the Insurance Code)

Name and address of your liability insurer (Householders' insurance, scholars' insurance etc)

.....

..... Policy number

Your version of what happened (please attach a sketch on a separate paper)

Particulars of the third party

Surname First name

Address

Postal code Town/city

Tel. e-mail address

Holder of a Day Ticket (Ticket Course) or Carte Neige Licence number:

Issued by (name of club)

Or other insurance

Nature of injuries (attach a medical certificate stating injuries observed)

.....

Damage to property? Yes No

Name and address of liability insurer

.....

Police number

Witness

Surname First name

Address

Postal code Town/city

Signed in (town/city)

Member's signature

Date

The holder of the Carte Neige Licence
may contact the broker responsible for managing
FFS Contract No. 120069:

GRAS SAVOYE MONTAGNE - LICENCE CARTE NEIGE

3B, rue de l'Octant - BP 279 - 38433 Echirolles Cedex
Toll-shared number 0 810 02 09 64
Website : www.grassavoie-montagne.com

In the event of any request for assistance: it is essential that you contact us
prior to making any attempt to return home or before you incur any expenses
within the scope of the guarantee (paragraph G10 Repatriation Assistance, page 15)

MONDIAL ASSISTANCE

a service which is available 24 hours a day, 7 days a week:

- by telephone on 01 40 25 50 93 for calls from France,
on 33 1 40 25 50 93 for calls from abroad
- or by fax on 01 40 25 52 62

Don't forget to state your Carte Neige Licence no!

MONDIAL ASSISTANCE INTERNATIONAL.

Une société du groupe Mondial Assistance

Tour Galliéni II - 36, av. du Général de Gaulle - 93175 Bagnolet cedex
Capital social : 25.000.000 francs suisses entièrement versés.
582 075 438 RCS Bobigny. Société d'assurance de voyage et
d'assistance. Entreprise privée régie par le Code des assurances.

GRAS SAVOYE RHONE-ALPES AUVERGNE

Société de courtage d'assurances et de réassurances. Groupe GRAS SAVOYE.
Siège social : Immeuble Danica. 17/19 avenue Georges Pompidou. 69486 Lyon Cedex 03.
Tél. 04 72 13 62 62. Télécopie 04 72 13 62 00. <http://www.grassavoie.com>.
S.A.S. au capital de 2 067 856.20 euros. 341 979 573 R.C.S Lyon. N° FR 92 341 979 573.
Intermédiaire immatriculé à l'ORIAS sous le numéro 07 001 939 (<http://www.orias.fr>)
Sous le contrôle de l'ACP, Autorité de Contrôle Prudentiel.
61, rue Taitbout. 75436 Paris Cedex 9.

FÉDÉRATION FRANÇAISE DE SKI

50, rue des Marquisats - BP 2451
74011 Annecy cedex

