

Policy no.FR00018150AV21A subscribed with XL INSURANCE COMPANY SE

This information notice is drafted by incorporating the clauses defined in article L321-6 of the French Sport's Code.

IMPORTANT INFORMATION: THIS INFORMATION NOTICE IS ONLY INDICATIVE AND NOT EXHAUSTIVE. THE POLICY HOLDER SHOULD KNOW THE CLAUSES, TERMS AND CONDITIONS, EXCLUSIONS AND LIMITS FOR COVER STIPULATED IN THE INSURANCE POLICY AVAILABLE UPON REQUEST FROM FFVL (licences@ffvl.fr) OR SAAM VERSPIEREN GROUP (ffvl@saam-assurance.com) AND ON THE FFVL SITE: www.ffvl.fr

The cover provided consists exclusively of a Third Party Legal Liability insurance cover for membership of sportspersons participating in FLYING EVENTS conducted by FFVL, as defined below, to the exclusion of any other insurance cover.

THIS ENGLISH WORDING IS A TRANSLATION OF THE ORIGINAL INFORMATION NOTICE ISSUED IN FRENCH WHICH SHOULD ALWAYS TAKE PRECEDENCE OVER ANY CONTRADICTORY PROVISION

I - GENERAL CLAUSES

Article 1. Definition

Foreign unlicensed sportspersons participating in competitions in France organised by FFVL under insured aeronautical or flying events who do not have Legal Liability insurance as aerial sports practitioners as defined in article 4 below or whose insurance of this type offers a guarantee level or terms and conditions that is insufficient can avail of Legal Liability cover « for foreign sportspersons » under the following conditions.

To get the membership the foreign sports person who has applied for it should fill up a form and make the payment to the organisation affiliated to FFVL that has organised the competition or to the secretariat of FFVL. The fixed premium amount that is applicable under this cover is the amount of the FFVL annual Flying Legal Liability.

Article 2. Insurer

XL INSURANCE COMPANY SE
French branch
61 rue Mstislav Rostropovich
75832 Paris Cedex 17 - FRANCE

Article 3. Policy holder/Insureds

Individual who does not hold any FFVL membership who participates in aerial competitions in France organised by organisations affiliated to FFVL, whatever be his/her nationality or his/her country of residence, is insured for « **Third party Legal liability relating to practice of sports** » provided by the insurance Policy no. FR00018150AV21A subscribed with XL INSURANCE COMPANY SE for the declared competition(s), under conditions that the holder has valid qualifications and authorisations required for flying or the activity performed.

Under the Legal Liability guarantee for sports, the Insureds are considered as third party amount themselves.

Article 4. Activities insured

Statutory Aerial or "flying" activities which are licenced and/or supervised by FFVL (PARAGLIDING, DELTAPLANE or SPEED-RIDING), only on the **SINGLE SEATER** aircrafts.

The practice of these sports activities is insured, namely:

- participation in competitions or aerial and sports shows, flying to attempt for records or for speed,
- training on the ground or in flight as well as related and connected activities like recreational, sports or educative, trials on equipments, done in addition to the abovementioned activities.

The activities insured should be performed as per the Regulations applicable, especially the clauses of the French Sports Code.

The insurance cover is applicable subject to payment of the Legal Liability insurance cover.

It should be noted that the competitions can happen irrespective of the sports site in France.

Article 5. Effective date and duration of covers for the holders of the insurance/insureds

The Legal Liability cover can be purchased from 1st January 2021, 00H00. It shall automatically expire on 31 December 2021, at 24H00.

The sports person is given Third party Legal liability cover from the date on which he/she pays for the Legal Liability insurance for the competition(s) for

which he/she has declared, for a maximum duration of 30 consecutive days from this day without option of an extension.

The effective date of the cover for the holder of the insurance is determined by the date printed on the form by the officer of the organisation affiliated to FFVL or the secretariat of FFVL as provided by article 1 « Definition ».

Article 6. Application of the cover over time

The insurance can be claimed for accidents that happen during the period of validity of the insurance. The cover is given only during the duration of the competition (including training) and within the period, and the maximum duration indicated in article 5 above.

II - DEFINITION OF SPORTS LEGAL LIABILITY COVER FOR THIRD PARTY ONLY

Article 7. Object and scope of the coverage

This insurance nominatively covers the Insured against the financial consequences of Legal liability that falls on him/her due to physical injury, material damage or consequential loss caused to third parties who are not transported - participating in competition does not allow carrying passengers - after an accident:

- that happened during the Insured Activities carried out by the Insured,
- relating to setting up of all the equipments that are required for performing these activities, such as using fixed or mobile modules for the purpose of sporting activities, fixed or mobile hoists and their cables used for self propelled boards, even when the hoists are used for motor land vehicles or boats.

The Legal liabilities defined above are covered under and limited to the laws and conventions in force on the day of the accident.

Cover is granted for WAR RISKS AND ASSIMILATED PERILS (AVN52E).

Article 8. Nature and limits of the cover

Legal Liabilities with regards to non transported Third Parties: 1,000,000 € per accident, all damages combined, including:

- Risks linked to acts of war and terrorism.

It is pointed out that if the insured sports person has another Legal liability insurance that covers the same risk, the current cover comes, within the limits of its own cover, in addition or in difference of conditions or sum assured under the Legal Liability insurance cover purchased additionally; the cover limits under these two covers do not get cumulated concurrently and the total of the damages paid for the same claim to Third parties or their legal beneficiaries cannot exceed the highest cover limit of these two covers.

Article 9. Deductible

In the event of material damage: A deductible of 500 euros per accident.

Article 10. Geographical limits

France.

Article 11. Main Exclusions (IMPORTANT : refer to the Policy for all the clauses)

FORMALLY EXCLUDED are the financial consequences arising from Legal liability resulting by the Insured due to ANY LOSS OR DAMAGE :

- A. RESULTING FROM WILFUL MISCONDUCT OF THE INSURED OR CAUSED BY HIS/HER INSTIGATION OR RESULTING FROM HIS/HER INVOLVEMENT IN AN OFFENCE OR CRIME, THAT CAN BE CONSTRUED OR NOT CONSTRUED**

AS A DELIBERATE VIOLATION OF THE REGULATIONS APPLICABLE ESPECIALLY THE REGULATION OF THE FRENCH FEDERATION OF FREE FLIGHT, IN DIRECT RELATION WITH THIS CLAIM . The managing staff of the Insured to whom the Insured has delegated all the powers of decision making in managing the entity has the same status as the Insured. The risk is covered in case of any fault by other employees of the Insured. This provision does not deviate from the terms and conditions and exclusions of the cover of this Policy otherwise applicable

- B. RESULTING FROM HIS/HER CAPACITY AS THE ORGANISER OF AIR SHOWS AS DEFINED BY THE LAW DATED 4 APRIL 1996 (covered in Chapter IV of the Policy) ;
 - C. CAUSED TO BUILDINGS, ASSETS INCLUDING AIRCRAFT AND SPORTING EQUIPMENTS, ANIMALS HIRED, OWNED OR POSSESSING ANY TITLE BY THE INSURED; BUT THIS EXCLUSION IS NOT APPLICABLE FOR FINANCIAL CONSEQUENCES OF LIABILITIES THAT THE INSURED CAN INCUR BECAUSE OF DAMAGES FROM FIRE OR EXPLOSION CAUSED TO A BUILDING IN WHICH THE AIRCRAFT IS PARKED ;
 - D. EVEN IF TWO OR MORE AIRCRAFTS BELONGING TO THE SAME INSURED STRUCTURE ARE INVOLVED. Damages that a pilot having individual Legal liability cover caused to an aircraft other than the one he/she is responsible for as long as his/her civil liability is held;
 - E. CAUSED TO EQUIPMENT USED FOR PERFORMING THE INSURED ACTIVITIES. Nevertheless, damages to materials used for performing the sporting activities that come under Insured activities and resulting from civil responsibility of a Insured to another holder, are covered ;
 - F. CAUSED TO PERSONAL PROPERTY OR GOODS TRANSPORTED ABOARD THE AIR CRAFTS;
 - G. NON-CONSECUTIVE IMMATERIAL ;
 - H. CAUSED BECAUSE OF USE OF LAND MOTOR VEHICLES, TRAILERS AND SEMI TRAILERS FOR WHICH THE INSURED OR ANY PERSON FOR WHOM HE HAS CIVIL LIABILITY OR CUSTODY AND FOR WHICH THE AUTOMOBILE CIVIL LIABILITY INSURANCE IS MANDATORY BY APPLICATION OF THE LAW DATED 27 FEBRUARY 1958 (ARTICLE L.211-1 OF THE FRENCH INSURANCE CODE); THE COVER OF THE PRESENT POLICY FLOWS IN ADDITION TO THE OBLIGATIONS FIXED BY THIS LAW.
- IT SHOULD BE MENTIONED THAT FOR TOWED FLIGHTS, DAMAGES TO THE TOWING LAND MOTOR VEHICLE ITSELF ARE EXCLUDED.

III - MISCELLANEOUS CLAUSES

Article 12. Risk declaration

On purchase of the Policy :

The Insured should declare all the details known to him/her which the insurer uses to assess the risks that he/she covers, especially in the subscription form(s).

During the Policy:

The Insured should send a registered post to the insurer to declare about any change in the circumstances indicated in the insurance application and on the insurance certificate, especially about increase in risks faced by the Insured during his/her professional or sports activities, within fifteen days from the day when he know about it except in case of force majeure.

In case of increase in risk during the Policy period such that, if the new circumstances have been declared at the time of signing the Policy, the Insurer has not included in the Policy or charged higher premium, the insurer can charge a new premium rate. If the Insured does not respond to the offer by the insurer or if he expressly refuses the new amount within a period of thirty days from the date of the offer, the insurer can break the Policy after this period.

Penalties : IN CASE OF WITHHOLDING OF INFORMATION OR INTENTIONAL FALSE DECLARATION, THEN DEPENDING ON THE CASE, ANY OMISSION OR INCORRECT DECLARATION WILL RESULT IN PENALTIES AS PROVIDED IN ARTICLES L 113-8 (VOIDING OF THE POLICY) AND L 113-9 (REDUCTION IN BENEFITS) OF THE FRENCH INSURANCE CODE.

Article 13. Right of cancellation

In case of remote purchase (by phone, courier or Internet) of your Policy (articles L. 112-2-1 and R. 112-4 of French Insurance Code), you are informed that you have the right to cancel until 14 days calendar days which starts from the day of formalising the Policy remotely, without having to offer any reason or paying any penalty. The Policy holder who wishes to cancel under the above mentioned conditions, should send a registered post with acknowledgement de to FFVL and can use the below mentioned model, duly filled in by him/her:

« I the undersigned Mr. _____, residing at _____, cancel my Policy No. _____ purchased from _____ on DD/MM/YYYY and request for refund of the amounts which are due to me as per article L112-2-1 of the French Insurance Code. I attest that on the date of despatch of this letter, I have no knowledge of any accident from the date of acceptance of this offer, for which a cover as per this Policy can be claimed . Date and signature».

Except in case of claims for covers of the Policy, the premium paid will be refunded only through bank transfer, within 30 days from the day of receipt of the request and the bank details.

Article 14. Protection of personal data

Information regarding the Policy holder are used as per the "Data protection law" dated 6 January 1978, the General Data Protection Regulation (EU) regarding protection of personal dated 27 April 2016 and the law dated 20 June 2018 relating to protection of personal data.

Personal data is used for administrative and commercial processing of the insurance application as well as management and execution of the insurance Policy. The data is only shared with the Insurance company departments, and if required, to their agents, or professional organisations involved in the Policy. They are stored securely for a duration necessary for the purpose, by respecting legally prescribed rules.

The Policy holder can use his/her right of access, rectification, opposition, deletion of hid data as well as limitation and portability rights as per applicable rules. Requests should be sent to FFVL at the following address:

1 Place du Général GOIRAN - 06100 NICE

Article 15. Claims reporting

It is necessary to send the original of the completed subscription form to the secretariat of FFVL – 1 Place du Général GOIRAN - 06100 NICE -

- through the reception and make a declaration of the accident to FFVL within 5 days of the accident, using the e-form available on the FFVL site:

http://federation.ffvl.fr/pages/declarer_accident

Beyond this period, the Insurer can refuse his/her cover.

Article 16. Prescribed limitation period

The limitation period is the period beyond which the contracting parties can no longer access their rights. Any action that stem from an insurance Policy are prescribed for two years from the date of event triggering the claim-(Article L 114-1 of the French Insurance Code).

Article 17. Jurisdiction rules

Any dispute between the Policy holder and the insurer on the terms and conditions of application of one of the Policy or all the insurance contrat(s) mentioned will be governed only by French legislation and will be the under the exclusive jurisdiction of the French courts.

Article 18. Supervisory authority

The Insurance Companies that cover varied risks are controlled by the French Prudential control authority (ACPR) : 4 Place de Budapest - 75436 Paris Cedex 09.

Article 19. Complaints processing

In case of complaint or dispute, you can contact:

XL INSURANCE COMPANY SE
General Secretariat - Customer Complaints Department
61 rue Mstislav Rostropovitch
75832 Paris Cedex