

#### Information notices of Insurance policies of FFVL practitioners 2024



#### Coverage and references:

- Practitioners' Legal liability: policy n° FR00018150AV24A of XL INSURANCE COMPANY SE coverage included in the federal license
- Basic Personal Accident insurance "Essential" (practitioner/passenger seat/Orientation days): policy n°FR00018150AV24A of XL INSURANCE COMPANY SE & FFVL Repatriation Assistance package: policy n°9384 of MUTUAIDE
- **Personal Accident insurance packages "Tranquillity", "Serenity" and "Premium"** (practitioner): policy n°FR00018150AV24A of XL INSURANCE COMPANY SE + TOKIO MARINE HCC policy n° FR012444TT & FFVL Repatriation Assistance: policy n° 9384 of MUTUAIDE
- Legal Protection: policy n°787048 of PROTEXIA ALLIANZ PROTECTION JURIDIQUE
- Extension of Repatriation Assistance coverage "World wide Option": policy n°9383 of MUTUAIDE
- **Extension of "Nature sports"** coverage: Nature sports Legal liability coverage included in the federal licence by policy n°7300499704 from AXA France IARD. By subscription: Personal Accident & Nature Sports Repatriation Assistance package: policies n°FR010058TT of TOKIO MARINE and n°9384 of MUTUAIDE; By subscription: Extension of Nature Sports Repatriation Assistance coverage World wide: policy n°9383 of MUTUAIDE.
- ALL EQUIPMENT RISKS : contract n°91602696 of HELVETIA

This information notices are drawn up pursuant to the commitments defined in the article L321-6 of the French Sports code.

IMPORTANT INFORMATION: THESE INFORMATION NOTICES ARE PURELY MEANT FOR INFORMATION AND ARE NOT EXHAUSTIVE. THE INSURED SHOULD KNOW THE CLAUSES, TERMS AND CONDITIONS, EXCLUSIONS AND LIMITS FOR COVERAGE 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

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

Clauses common to the information notices of insurance policies of the FLYING and NON-FLYING practitioners

Coverage: LEGAL LIABILITY OF THE SPORTS ACTIVITY, BASIC PERSONAL ACCIDENT, FFVL REPATRIATION ASSISTANCE AND LEGAL PROTECTION

#### Article 1. Activities insured

- Statutory Aeronautic or "flying" activities which are licenced and/or supervised by FFVL, irrespective of the aircraft used (PARAGLIDING, HANG GLIDER or SPEED-RIDING), are insured, including:
- Practising independent or supervised leisure activities, competing, training, supervising free flight for all its flight disciplines and any activity licenced or supervised by FFVL which includes providing all the necessary means (namely winch, simulator, towing...),
- Related or allied activities such as recreational, sports, educational, training on the ground or on air, participation in events or competitions, flight for record and speed attempts, animating, supervising or teaching a free flight activity. EXCEPT CASES WHERE THE ABOVE MENTIONED ACTIVITIES COME UNDER A SPECIFIC COMPULSORY MARINE OR TERRESTRIAL INSURANCE WHICH WILL NOT BE COVERED UNDER THIS POLICY.
- Monitoring and maintenance activities of the equipment used, including folding, assembling and setting up of emergency parachute and also providing training of these techniques
- Educational, training, refresher and promotional flights in the course of flying
  activities licenced by FFVL and while using the simulators provided under these
  activities; these activities are extended to training activities of the single seater
  and two-seater powered paragliders as well as all the equipment installed for this
  usage, on the condition that proof is provided for holding the specific
  qualifications required.
- Leisure use only of the single seater and two seater powered paragliders (class 1
   of Microlight Aircraft ULM) including equipment provided for this purpose,
   without additional premium,
- leisure use only of microlight aircrafts (ULM) of sub class 2A and 3A with auxiliary engine defined by the French Civil Aviation Code and decree dated 23 September 1998 and the texts that modify it "relating to the Microlight Aircraft" NOR: EQUA9801294A article 2 last para1, as well as all equipment provided for this use, without additional premium,
- Leisure use only of single seater and double seater Ultralight trike (class 2 of microlight aircrafts ULM), and all equipment including simulators provided as part of this usage, ON CONDITION THAT THE EXTENSION OF THE CORRESPONDING LEGAL LIABILITY COVERAGE HAS BEEN PURCHASED,
- Leisure use only of single seater Multiaxis ULM (class 3 of microlight aircrafts ULM) less than 200kg during flight and/or propelled by an engine of less than 30 HP and all equipment including simulators provided as part of this usage, ON CONDITION THAT THE EXTENSION OF THE CORRESPONDING LEGAL LIABILITY COVERAGE HAS BEEN PURCHASED,
- Participation in national and international competitions on board a single seater
  or double seater Ultralight trike (class 2 of microlight aircrafts ULM) ON
  CONDITION THAT THE EXTENSION OF THE CORRESPONDING LEGAL LIABILITY
  COVERAGE HAS BEEN PURCHASED (Legal liability Extension for single seater
  Ultralight trike and multi-axis microlight aircrafts (ULM) Legal liability for double
  seater Ultralight trike);

- Participation in national and international competitions on board a microlight aircraft (ULM) of sub class 2A with auxiliary engine as defined by the Civil Aviation Code and decree dated 23 September 1998 and the texts that modify it "relating to the Motorised Ultralight aircrafts" - NOR: EQUA9801294A – article 2, last paragraph¹, without additional premium; The practitioner hold one of the "Flying" licences of FFVL.
- Usage of towed or tugged wings, fixed or mobile winches and their cables used
  for towed flights, also when these winches are installed on the boat or motorised
  land vehicle, on the understanding that the exclusion mentioned in point d) of
  Article 89 of the contract remains applicable; the winch practitioners should
  show proof for a valid Legal insurance cover that is suited for this activity, which
  is valid in France,
- Towing of an Ultralight glider by a microlight aircrafts (ULM). The pilot of the tugging microlight aircrafts (ULM) should hold the necessary qualifications, authorisation for carrying passengers (without passenger on board the microlight aircrafts ULM), FFVL licence and a corresponding LEGAL LIABILITY insurance certificate,
- Activities related to the insured flight that gives access to take off and landing sites such as using the ski lifts, the ski and mountain hikes,
- Tandem activity which are free or charged,
- Activities authorised by article L212-1 of the Sport Code.
- On the other hand, statutory land-bound or "non-flight" activities certified and/or supervised by FFVL relating to KITE FLYING, KITING (with or without the support of the board irrespective of the surface on which boarding is done: water, land and snow, alone or with passenger, including boat kite), BOOMERANG, STAND UP PADDLE, and E-FOIL are also insured, EXCEPT FOR CASES WHERE THE ABOVE MENTIONED ACTIVITIES COME UNDER A SPECIFIC MARINE INSURANCE COVER. It is specified that the wing foil and the tandem kitesurf are disciplines approved by FFVL. Wing foil practitioners hold one of the kite licences of FFVL. Tandem kitesurfers hold tandem kitesurfing qualification from FFVL and kite license or kite instructor license from FFVL.

The practice of these sports activities is insured, in particular:

- as independent leisure activity or supervised and for competition
- for shows for which the speed is an essential classification factor of the participants, or sporting and/or sailing competitions and record attempts
- for organising, training and supervising a "non flying" activity of FFVL, including discovery and initiation to land or nautical aerotracted gliding and introduction to machines towed by boat which form part of the prerogatives of sports qualified instructors mention "glisses aérotractées et disciplines associées" ("airtraction glides and allied disciplines") of 1st level of BEES (French Sports Instructor's Certificate) "voile légère", BPJEPS (Professional diploma in Youth, Public education and Sports) and DEJEPS (state certified diploma in Youth, Public education and Sports) for sailing
- as part of training on the ground or during flight or on water as well as related and allied activities including leisure, sporting or educational activities, carried on

<sup>&</sup>lt;sup>1</sup> Extract of the decree dated 23 September 1998 relating to Motorised Ultralight aircrafts: Sub classes 1A, 2A and 3A under classes 1, 2 or 3 with auxiliary engine:

 $<sup>\</sup>label{lem:condition} A\ microlight\ aircrafts\ (ULM)\ with\ auxiliary\ engine\ meets\ the\ following\ technical\ conditions:$ 

<sup>-</sup> number of seats is equal to one;

<sup>-</sup> the maximum power is lesser than or equal to 30 kW;

<sup>-</sup> the maximum mass is lesser than or equal to 170 kg;

<sup>-</sup> the wing loading for the maximum mass is lesser than 30 kg/m2.

in addition to the above mentioned activities, as well as monitoring and maintenance activities of the equipment used and also teaching these techniques.

#### Clauses common to Insured activities:

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

The cover also applies to the "flying" activities as well as ground activities called "non flying" activities licensed or supervised by FFVL, subject to the regulations of the license category corresponding to the activity or activities performed and the cover chosen.

Providing training for these activities outside of the structure affiliated and/or approved by FEDERATION FRANCAISE DE VOL LIBRE is covered.

#### Article 2. Effective date of the cover for license holders

<u>General case:</u> Legal liability cover, Basic Personal Accident and FFVL Repatriation Assistance cover packages and Legal Protection cover come in to effect on the date on which the practitioner has paid for his/her FFVL license and the corresponding premium(s), for extensions of coverages with "additional premium" which will be applicable to him/heror optional coverages chosen <u>at the earliest from 1st January 2024, at 00H00.</u> It shall automatically expire on 31 December 2024, at 24H00.

<u>Special case</u>: Can obtain Legal liability coverage and Basic Personal Accident insurance & FFVL Repatriation Assistance Packages and Legal Protection in advance from <u>1st</u> <u>October 2023, at 00H00:</u>

- the new FFVL license holders
- or the former practitioners who were no longer licensed
- or the license holders who changed the license type at the time of renewal or who increase their coverage.

It shall automatically expire on 31 December 2024, at 24H00.

#### Modalities for entry into force of the cover:

- If the practitioner has paid for his/her FFVL licence and any related premiums for the chosen insurance covers by mail: the effective date of the cover(s) is determined by the stamp date of the Post, stamped on the mail with insurance and federal license application form or the date indicated by officer of the structure;
- If the practitioner has paid for his/her FFVL licence and any related premiums for the chosen insurance covers on line using the website <a href="www.ffvl.fr">www.ffvl.fr</a>, the coverage(s) take effect as soon as the automatic confirmation mail is received by the license holder or the date when it is recorded on the FFVL subscription software.
- <u>"Journées Découvertes" and "Journée Contact" and 9-days training</u>: see article
   5 below.

#### Article 3. Termination of cover

The insurance cover(s) end on the expiry of the license or federal certificate issued by FFVL, irrespective of the reason, on the date mentioned on it. The insurance cover(s) also end in case of termination, for whatever reason, of the insurance policies purchased by FFVL from the specified insurance companies in the name of the license holder, on the date communicated by FFVL.

#### Article 4. Application of the coverage over time

The insurance can be claimed for accidents that happen during the period of validity of the insurance.

#### Article 5. Participation titles

- Participation title « Journée CONTACT » 1 DAY Refer to the notices on these participation certificates available on the FFVL site: www.ffvl.fr
- SHORT DURATION participation certificate: 9 Days for FLYING and NON FLYING
  This participation title is issued by the professional schools or school clubs for a period
  of 9 consecutive days or not for FLYING AND NON FLYING, but the maximum duration
  does not exceed 2 months from the date of the first day of "Journées Découvertes" .
  professional schools or school clubs should first record for each of the 9 days.
  The holder of the 9 DAYS SHORT DURATION participation title is insured under Legal
  liability cover and under the Basic Personal Accident insurance & FFVL repatriation

liability cover and under the Basic Personal Accident insurance & FFVL repatriation Assistance Packages "9 days internship" effective from the date on which the payment is made for the 9 DAY SHORT DURATION participation title and Legal liability insurance and the Basic Personal Accident insurance & FFVL Repatriation Assistance packages "9 Days internship".

#### Article 6.Right of renunciation

In case of remote purchase (by phone, mail or Internet) of your contract (articles L. 112-2-1 and R. 112-4 of French Insurance code), you are informed that you have a

right of renunciation equal to 14 full calendar days which starts from the day of the remote signature of the contract, without having to offer any reason or paying any penalty. The insured who wishes to exercise its right of renunciation under the above-mentioned conditions should send a registered post with acknowledgement of receipt to FFVL and can use the below mentioned model, duly filled in by him/her:

"I the undersigned Mr.{Last name, First name}, residing at {address}, waive my membership to the federal license and my contract No. \_\_\_\_\_\_ purchased from \_\_\_\_\_ on DD/MM/YYYY and request for reimbursement of the amounts which are due to me as per article L112-2-1 of the French Insurance code.

I certify that I am not aware as on date of this letter, of any damage that could give raise to claim under the policy since my acceptance of this offer. Date and signature." Except in case of claims for coverages of the contract, 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 7. Declaration of risks

#### On purchase of the contract :

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

#### During the contract:

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/she know about it except in case of force majeure.

In case of increase in risk during the contract period such that, if the new circumstances have been declared at the time of signing the contract, the Insurer has not included in the contract 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/she expressly refuses the new amount within a period of thirty days from the date of the offer, the insurer can break the contract 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 CONTRACT) AND L 113-9 (REDUCTION IN BENEFITS) OF THE INSURANCE CODE.

#### Article 8. Protection of personal data

Information regarding the insured 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. The processing of personal data corresponds to the purposes of administrative and commercial management of subscription requests as well as the management and execution of insurance contracts. The data is communicated exclusively to the Insurer's departments and, where applicable, to the latter's agents or professional bodies concerned by the contract. They are kept securely for the time necessary to achieve the purposes pursued, in compliance with the rules of legal prescription.

The insured can use his/her right of access, rectification, opposition, deletion of his/her data as well as limitation and portability rights as per applicable rules. All claims should be sent to FFVL at the following address: 1 Place du Général GOIRAN - 06100 NICE.

#### Article 9. Claims declaration

Your claims should be given in writing to FFVL withing 5 days of the incident:

- On the website of FFVL : www.ffvl.fr
- By email : sinistres@ffvl.fr
- By post: FFVL 1 Place du Général GOIRAN 06100 NICE Beyond this period, the Insurer can refuse his/her coverage.

#### Article 10. 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 contract are prescribed for two years from the date of event triggering the claim-(Article L 114-1 and L.114-2 of the French Insurance code).

#### Article 11. Jurisdiction regulation

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

#### Article 12. 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.

### LEGAL LIABILITY RELATED TO SPORTING ACTIVITIES Insurance Information notice Policy no. FR00018150AV23A subscribed with XL INSURANCE COMPANY SE



#### Article 1. Insureds

Any natural person holding a valid FFVL license or participation title, whatever his/her nationality with primary and usual residence (mentioned in his/her last income tax notice or last annual tax summary) in Metropolitan France, Principality of Monaco, Switzerland, Andorra, Lichtenstein, United Kingdom or in the French overseas departments and territories (DROM), or in the COM and PTOM or European Union, or the Republic of Mauritius, or Madagascar, exercising or practicing a free flight activity (flying and non-flying) at the time of the accident, is automatically insured under Legal liability for activity corresponding to the federal license subscribed to, under condition that he/she holds valid qualifications and authorisations required for the flight or the activity performed.

The following are considered as insureds:

- Performers, trainees, instructors, other members and in general all individuals who are members of the affiliated federation (annual license or participation title), including participants in the "Journées Découvertes" and "Journées Contact" organised by the affiliated associations and not having federal license.
- Any person who performs a free flight activity for payment as per article L212-1 of the Sport's Code having a membership card.
- Members of France teams or Sportspersons.

It is specified that trainees residing outside metropolitan France, Principality of Monaco, Switzerland, Andorra, Lichtenstein, United Kingdom or DROM, COM PTOM or the European Union and who carry out an internship in a school or club- school affiliated with the FFVL are insured under the civil liability insurance for natural persons for the duration of the course only.

The insured are considered as third parties among themselves.

#### Article 2. Additional insured

#### SNMVL (SYNDICAT NATIONAL DES MONITEURS DE VOL LIBRE)

La Frasse Bat E, Route de la Côte d'Aime, 73210 AIME LA PLAGNE, France By agreement signed between FFVL and SNMVL, Instructors who are members of SNMVL can obtain Legal liability policy for sports activity, without requiring a FFVL license, if they provide proof for their membership with SNMVL for the entire period of the cover purchased.

#### Article 3. Purpose and extent of the cover

This insurance nominatively guarantees the insured against the financial consequences of civil liability that falls on him/her due to physical injury, material damage or consequential loss caused:

- to third parties,
- to passengers who are transported including during boarding and landing, after an event (incident or accident):
  - that happened during the Insured Activities carried out by the insured,
- relating to setting up of all means that are required for performing these activities, such as using fixed or mobile modules for the purpose of sporting activities, fixed or mobile winches and their cables used for self propelled boards, even when these winches are used for motor land vehicles or boats. The cover is extended to loss or damage caused to clothes worn by the passengers; personal belongings are not covered.

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

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

Coverage is granted to the spouse, ascendants, descendants of the Insured party responsible for the accident when they are transported, only for bodily damage suffered personally by them.

It is agreed that the Insurer cannot require that the cover be subject to issuance of a transport ticket to passengers, regardless of whether the flight is remunerated or not.

#### Extension of the cover: "Passenger Admitted Legal Liability"

This only purpose for extension of cover is to compensate for physical injury of a person not responsible for the accident present on board, including:

- the insured,
- the spouse, ascendants and descendants of the insured,
- employees of the insured.

Crew members are not eligible for this coverage. The crew includes pilot, copilots and instructors, supervisors performing the functions on board. Students and Student-pilots accompanied by an instructor or a supervisor or during duly authorised solo flight are not considered as part of the crew.

The Insurer is liable only up to the amount per person transported fixed in the "COVERAGE AMOUNT" paragraph.

#### Extension of the cover: Advance on emergency care costs for passengers

The Insurer will pay, as an advance on the compensation that would be awarded subsequently to the victim passengers or their dependents, the reimbursement of the emergency care expenses remaining at their charge, and subsidiarily after any paying organization or insurance, as a result of an accident.

The payment is dependant on:

- Passenger status: people present on board, except the crew, that is the pilot, co-pilot, single student pilot on board, instructor, mechanic performing their functions on board; students or student pilots accompanied by an instructor or during a duly authorised solo flight are covered.
- Type of cost incurred: cost of search (tracking operation) performed by the rescue teams, cost of medical transportation if the victim requires medical care which cannot be done on location, medical treatment cost in addition to benefits paid by mandatory schemes and any other group benefit plan,
- Submission of relevant proof documents,
- The amount fixed in the paragraph "COVERAGE AMOUNT".

Payment of this advance cannot be construed as admission of liability by the insured and should not be considered as a recognition of the corresponding LEGAL LIABILITY cover.

The advance can be deducted from any compensation that might be later awarded to the passengers who are victims or their legal heir; it is not refundable, except when it is later proved that the fault of the passenger caused or contributed to the damage or the person to whom the advance has been paid is not eligible for the insurance cover.

#### Article 4. Coverage amount

**2,500,000 (two million five hundred thousand euros) per claim** - which may be increased to 5,000,000 EUR (five million euros) per claim in the event of more than one insured party covered under the Civil Liability coverage of this contract and within the framework of the same claim - for all damages combined, including:

- The extension of "Admitted Legal liability" towards the passengers (bodily injury) limited to 160,000 EUR (one hundred and sixty thousand euros) per person transported,
- The extension of emergency care advance towards the passengers, limited to **10,000 EUR** (ten thousand euros) **per person transported,**
- Risks related to acts of war and terrorism

And with a sub-limit of 50,000 EUR per accident for non-consecutive immaterial damages.

#### Article 5. <u>Deductible</u>

In the event of property damage: A deductible of 350 euros per claim. In case of death of the insured and/or the passenger, no deductible will be applied.

#### Article 6. Geographical limits

- For all the insureds except those named below: WORLDWIDE, excluding United States of America and Canada and countries under United Nations and European Union embargo.
- For High Level Athletes ("SHN"), Members of France teams, athletes, sportspeople representing the FFVL Federation and their support staff, during meetings and international competitions and training sessions in which FFVL will participate: WORLDWIDE, including United States of America and Canada and excluding countries under United Nations and European Union embargo.

#### Article 7. Extensions of cover without additional premium

- Automatic extension of cover for pilots or FFVL members who carryout tests for the FFVL Test Laboratory, on condition that they have purchased this Legal liability cover before hand.
- The practitioner license includes leisure sporting of single seater powered paragliders and microlight aircrafts (ULM) of sub class 2A and 3A with auxiliary engine on condition of providing proof of qualification required for this activity.
- The tandem practitioner license includes leisure sporting of the two-seater powered paragliders provided that the required qualifications for this activity can be proven.

Paragliding instructors are also covered for providing training of single seater and two-seater powered paragliders, without additional premium, provided they can prove they have the required specific qualifications.

Professional tandem instructor practitioner license includes leisure sporting of the two-seater powered paragliders, provided that the required qualifications for this activity can be proven.

- Extension of cover for activities concerning discovery of aerotracted gliding and towed machines for non-licensed FFVL practitioners:

"Personal Legal liability" cover by the instructors qualified in "glisses aérotractées" ("air-traction glides") holding a FFVL license is extended to cover practitioners under his/her responsibility who do not hold FFVL license for bodily injury, material or non material damage, consecutive or not, caused to Third parties or other practitioners, in the context of discovery and initiation activities of aerotracted gliding for practitioners and discovery of towed machines supervised by the sports instructor.

It is specified that if the non licensed practitioner who is thus covered has another Legal liability insurance that covers the same risk purchased elsewhere, then the present cover intervenes, within the limits of its own cover, in addition to or in difference of conditions of the sum insured under the Legal Liability purchased elsewhere, which comes into play first; the limits of the cover provided under these two insurance covers are not cumulative and the total of compensation paid for a given claim to Third parties or their legal heir cannot exceed the highest limit of these two policies.

#### Article 8. Extensions of cover with additional premium

Extension of cover for paragliding or hang-gliding with auxiliary engine (microlight aircrafts ULM of class 2 single seater or two-seater and microlight aircrafts ULM of class 3 single seater) as leisure activity, through additional premium appearing in article 37 "Fixed premium applicable" of the policy, when this activity is done:

- As a private activity,
- As a voluntary activity
- Through associations
- For towing of an Ultralight glider (PUL)

The cover is not payable if the microlight aircrafts (ULM) regulations in force are deliberately not followed which directly cause the damage.

The Personal Legal liability cover is extended to financial consequences of the civil liability of the **owner user** of the aircraft, **provided that this aircraft is duly declared by its identification number on the subscription document.** 

It is specified that the cover for towing the ultralight glider (PUL) is acquired as soon as the single-seater option is subscribed and providing proof for the qualification of the two-seater for towing is not required.

#### Article 9. Terms And Conditions of Coverage

<u>Conditions of cover for associative tandem practitioner:</u> the practice of the <u>associative</u> tandem flight is covered based on the following two conditions:

- The pilot should have FFVL tandem qualification
- The pilot should perform exclusively on voluntary basis (without financial compensation for the pilot).

<u>Conditions for cover for "flying" professionals (professional tandem pilots, professional instructors)</u>: Tandem piloting and professional instruction is covered only on fulfilling the qualification obligations mandated by articles L212-1 of the French Sports Code.

<u>Conditions for coverage for tandem piloting aspirants</u>: The tandem piloting aspirants must subscribe to an associative tandem license on opening his/her tandem qualification training booklet.

#### Conditions for coverage for trainee's access to qualifications:

Case of federal qualifications

The trainee is covered for civil liability during his/her training by the Legal liability insurance of the professional or federal trainer of the training institute in which he is undergoing his/her training under conditions laid down in the training agreement.

The trainee should be a practitioner license holder of FFVL and undergo workstudy training in an "OBL" or a club affiliated to FFVL.

Case of professional diplomas

The trainee of the professional training should obtain the subscribe to the professional instructor license as soon as the possibility of face-to-face teaching is validated (EPMSP: prior conditions for hand on training). Providing training and Tandem piloting will be covered only on fulfilling the qualification obligations mandated by articles L212-1 as per the French Sports Code.

<u>Conditions for coverage for "Supervised School Activity" License</u>: The license holder who has obtained the license for "Supervised School Activity" practise exclusively under the Instructor with State or federal certificate in a FFVL school.

### Article 10. Main Exclusions (IMPORTANT: refer to the policy for all the clauses)

The pecuniary consequences of Third-Party Liability incurred by the Insured ARE FORMALLY EXCLUDED FOR ALL LOSSES OR ALL DAMAGES:

- 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 de VOL LIBRE, IN DIRECT RELATION WITH THIS CLAIM. The managing staff to whom the insured has delegated all the powers of decision making in managing the entity is assimilated to the insured the insured. The risks are 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 guarantee of this contract otherwise applicable;
- B. RESULTING FROM ITS CAPACITY AS THE ORGANISER OF AIR SHOWS AS DEFINED BY THE LAW DATED 4 APRIL 1996 (covered in Chapter IV of the contract):
- C. RESULTING FROM ITS CAPACITY AS THE MANAGER OF AIRFIELDS AND PRACTICE SITES AND SPACES;
- D. CAUSED TO BUILDINGS, PROPERTIES INCLUDING AIRCRAFT AND SPORTING EQUIPMENTS, TO ANIMALS, LEASED OR OWNED BY THE INSURED PARTY OR OF WHICH IT HAS CUSTODY FOR ANY REASON; NONETHELESS, THIS EXCLUSION DOES NOT APPLY TO FINANCIAL CONSEQUENCES OF THE LIABILITY THAT THE INSURED CAN INCUR BECAUSE OF DAMAGES FROM FIRE OR EXPLOSION CAUSED TO A BUILDING IN WHICH THE AIRCRAFT IS PARKED;
- E. THAT TWO OR MORE AIRCRAFTS BELONGING TO THE SAME INSURED STRUCTURE HAVE CAUSED TO EACH OTHER. Damages that a pilot having individual civil liability coverage caused to an aircraft other than the one in his custody are still covered, as long as his/her civil liability is held;
- F. 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 an other holder, are covered;
- G. CAUSED TO PERSONAL PROPERTY and BAGGAGES OF THE PASSENGERS OR TO GOODS TRANSPORTED ON BOARD THE AIRCRAFTS, CATAKITE OR BUGGY KITE:
- H. CAUSED BECAUSE OF USE OF LAND MOTOR VEHICLES, TRAILERS AND SEMI TRAILERS FOR WHICH THE INSURED OR ANY PERSON FOR WHOM HE/SHE 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 COVERAGE OF THE PRESENT CONTRACT APPLIES 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.

#### Article 11. Claims processing

In case of claims or dispute, you can contact:

XL INSURANCE COMPANY SE

Corporate Office

Customer Complaints Department
61 rue Mstislav Rostropovich

75832 Paris Cedex 17



### BASIC PERSONAL ACCIDENT INSURANCE RELATED TO SPORTING ACTIVITY Information Notice Policy n° FR00018150AV22A subscribed with XL INSURANCE COMPANY SE



#### Article 1. Insureds

**PLEASE NOTE**: The 3 coverage formula given below can be purchased independently of one another.

#### Basic Personal Accident Insurance for Licensed practitioners:

Any individual holding a valid license or a participation title from FFVL and who has purchased one of the Basic Personal Accident insurance & FFVL Repatriation Assistance Packages, having already filled in the membership application for this coverage and paid the corresponding premium, irrespective of his/her nationality and/or country of domicile, performing or practicing a free flight activity (flying and non flying) at the time of the accident, on condition that he/she is a holder of qualifications and authorisations valid and necessary for flight or the activity performed.

The following are considered as insureds:

- The practitioners, the trainees, instructors, other members and generally any individual who is a member of the FRENCH FEDERATION DE VOL LIBRE (annual license or participation title)
- Any person who performs a free flight activity for payment as per article L212-1 of the French Sport's Code having a membership card.
- Members of France teams or High-level Athletes ('SHN').

Instructors who are members of SNMVL (SYNDICAT NATIONAL DES INSTRUCTEURS DE VOL LIBRE) can subscribe to the policy without requirement of an FFVL license if they provide proof of their membership with SNMVL during the entire duration of the coverage purchased.

#### ■ Tandem passenger Accident Personal Insurance:

Any person who is a passenger (not specified) transported on board the aircraft or the equipment by the pilot or licensed tandem practitioner who has opted for the Basic Personal Accident insurance & FFVL Repatriation Assistance Tandem passenger Packages, having already filled in the membership application for this coverage and paid the corresponding premium, while performing a free flight activity (flying or non flying) at the time of the accident,

Excluding the licensed member himself.

#### 9-days training Personal Accident Insurance:

Participants in the **9 days training** holding a federal participation title, having purchased and paid the premium corresponding to the <u>Basic Personal Accident insurance & FFVL Repatriation Assistance "9 Day Training" <u>Packages</u> are considered as insureds.</u>

#### Article 2. Insured Activities - clauses additional to the basic Personal Accident

In addition to the Activities insured defined in Article 1 of the Clauses Common to the information notices, coverage is granted for:

- All the accidents that happened during public transport or travel organised by any structure affiliated or approved or on its behalf, when it is done as part of performance of the activities insured.
- All accidents during private transport, irrespective of mode of transport used, to or from the aeronautical or specific environment of the coverage.
- All the accidents suffered by the members of the federation on mission, especially the elected members and the doctors on mission
- Tests performed by the pilots of the FFVL tests lab.

#### Article 3. Coverage and Amounts

- <u>Death</u>: In case of death of the Insured person that happened immediately or within a maximum of twenty four (24) months after the insured accident, a **death benefit of 10,000 euros** will be paid to the beneficiary(ies) as per the following contractual clause:
- to the spouse, neither divorced nor legally separated,
- failing that, to the partner linked to the insured by a "civil solidarity pact" ("PACS"),
- failing that, to the descendants, shared equally among them, the share of the predeceased reverting to the direct descendants, shared equally among them, or in the absence of descendants of the predeceased, to their surviving brothers and sisters, shared equally among them
- failing that, to the father and mother, shared equally among them, failing that, the entire amount to the survivor,
- failing that, to the heir in the order of succession.

The insured has the option, at any time, to indicate through a written declaration, dated and signed, and submitted to the insurer through FFVL, about any beneficiary of his/her choice, except a banking institution or similar institutions. In absence of any particular mandate on the day of death, the capital will be paid as per the above clause.

■ <u>Permanent disability</u>: In case of permanent disability, total or partial, of the insured as a result of the insured accident, the insurer will pay a lump sum based on a capital of10,000 euros multiplied by the invalidity rate of the insured determined upon consolidation of his/her health status with reference to the contractual scale and by the rate defined in the compensation rate below, the invalidity rate should be greater than 10%:

- from 0 to 10% : no compensation will be payable (deductible)
- from 11 to 50% : Base Capital X rate of permanent disability
- from 51 to 100% : Base Capital X 2 X rate of permanent disability

■ <u>Medical treatment costs</u>: In case of medical treatment, the insured will be refunded for the medical treatment cost in addition or in absence of benefits paid bySocial security and/or complementary social or health insurance schemes/organisations, with an maximum of 1000 EUROS per claim, but limited to 300 Euros per teeth for dental fees.

#### The following are not covered:

- flat rate fee of 1 € left to be borne for consultations and medical or biological acts or equivalent;
- reduction in the rate of reimbursement that Health Insurance scheme (Social Security) applies since  $1^{st}$  January 2006 on reimbursement for procedures performed without prior consultation with the attending physician (non compliance with treatment procedures);
- the deductible on exceeding the fees amount authorised which will be most often  $8 \in$  in case of non-compliance with the treatment procedures.
- medical deductibles: 0.50 € for each box of medicines prescribed by their doctor; 0,50 € for any paramedical procedure (physiotherapy, nursing care etc.); 2 € for medical transport in ambulance as well as in taxi for the sick who could not travel by themselves.
- Sports therapy costs: The insurer refunds the insured for cost of up to 4,500 Euros per claim per year for rehabilitation in a centre specialised in sports trauma, prescribed medically after an insured accident, when the stay at this centre has been prescribed medically by a doctor who can be chosen by the Insurer.

The costs claimed by the member that is remaining to be paid are reimbursed after any reimbursement from Social Security and/or complementary social or health insurance schemes/organisations are exhausted. **Hydrotherapy costs are excluded from the policy cover.** 

■ <u>Search Expenses</u>: The <u>Search cost</u> coverage for an accident that is covered reimburses the costs of operations for locating the injured insured, carried out by private or public search and rescue organisations for search at a location that does not have any other means of rescue other than the one provided by the rescuers, up to **7,700** € per claim.

This coverage is limited to operations for locating the victim, in the location of the supposed operation, it cannot therefore be assimilated under additional coverage of medical, surgical, pharmaceutical and hospitalisation expenses, nor under repatriation or transport of the body in the event of death.

**Article 4.** <u>Geographical limits:</u> WORLDWIDE, excluding countries under United Nations and European Union embargo.

Article 5.Main Exclusions (IMPORTANT: refer to the policy for all the clauses) The following are excluded:

- accidents caused or triggered by an epilepsy attack or delirium tremens, subarachnoid haemorrhage, ruptured aneurism or cerebral embolism, illness of the insured or a myocardial infarction of the insured.
- consequences of suicide or a suicide attempt of the insured, irrespective of whether the suicide or the attempted suicide is classified as conscious or unconscious.
- accidents caused or triggered due to active participation of the insured in riots, protests, strike, lock-out, terrorist activities, hijacking of aircraft, attacks, sabotages.
- accidents that happened while performing an activity deliberately disregarding the applicable regulations.
- for Kite Surfing: accidents that happened due to use of a terrain, surface or a water body that is not authorised by competent authority under the current regulation, except in case of force majeure; nevertheless insureds who can prove that the violation of this restriction was not caused by them or that they did not know about this or authorised it can get the cover.

#### Article 6.Claims processing

In case of claims or dispute, you can contact:

XL INSURANCE COMPANY SE
Corporate Office - Customer Complaints Department
61 rue Mstislav Rostropovitch
75832 Paris Cedex 17

# Mutuaide

### FFVL REPATRIATION ASSISTANCE Insurance Information notice policy n°9384 subscribed with MUTUAIDE

#### Article 1. Definitions

Insured Party: A natural person holding a valid federal licence or certificate issued by the Fédération Française de Vol Libre who has taken out the "Assistance" option covered by this policy: Basic Personal Accident insurance & FFVL Repatriation Assistance Packages or Basic Personal Accident insurance & FFVL Repatriation Assistance Tandem Passenger Packages or Basic Personal Accident insurance Packages & FFVL Repatriation Assistance 9-Days Training, on condition that he/she holds valid qualifications and authorisations necessary for flight or for the activity performed and if he/she has paid the corresponding premiums.

<u>Beneficiary</u>: Means the Insured Party and the following persons, exclusively when they engage in the covered activities with the Insured Party:

- passengers of the Aircraft or practice equipment (catakite, tandem kitesurfing);
- any person appointed or instructed by the FFVL to perform a medical or paramedical role during a Covered Activity;
- any high-level licensed sports practitioner, and/or member of the French team of a discipline supervised by the FFVL and their coaches.

#### Home

Domicile is considered to be the principal and usual place of residence anywhere in the World. In the event of a dispute, the tax domicile constitutes the domicile.

#### Article 2. Covered trip

Any individual or collective trip during which the Insured Party comes to engage in a Covered Activity or to play a medical or paramedical role during the practice of the latter, for a maximum period of 90 consecutive days.

Covered trips also include:

- collective travel and trips organised by the Federation, any affiliated or approved structure or structure acting on its behalf, when carried out in the context of the practice of the Insured Activities
- individual journeys, to the specific or aeronautical environment of the Covered Activity as well as the most direct journeys from the place of landing of the Aircraft to its place of take-off.

#### Article 3. Extent of the territory

Europe and Maghreb

#### Article 4. Terms and condition for intervention

If you need help, you should:

✓ call the insurer immediately at:

**01 48 82 63 48** (for international call dial **33 1 48 82 63 48**) and mention the policy no. "9384"

- $\checkmark$  obtain prior approval of the insurer before taking any action or incurring any expense,
  - $\checkmark$  comply with the solutions recommended by the insurer,
  - ✓ provide original proof of expense for which reimbursement is claimed.

Any expense made without the approval of the insurer will not entail reimbursement or retrospective payment.

#### Article 5. Purpose of the coverage

IMPORTANT: refer to the policy for all the clauses and terms and conditions of payment

- Legal assistance abroad (Bail),
- Legal assistance abroad (Legal Fees),
- Advance of funds (only abroad),
- Replacement driver,
- Replacement pilot,
- Shipment of medicines abroad,
- Shipment of prostheses abroad,
- Death formalities,
- Search or rescue costs,
- Medical expenses outside the country of residence,
- Extension of stay,
- Repatriation of bodies,
- Repatriation of accompanying persons, Repatriation or medical transport,
- Early return,
- Visit of a relative,
- Psychological support

#### Article 6. Main Exclusions:

IMPORTANT: refer to the policy for all the clauses

The following do not give rise to our intervention:

- Trips undertaken for the purpose of diagnosis and/or treatment,
- Medical and hospitalisation expenses in the country of residence,
- Drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary mutilation of the Insured Party,
- Benign conditions or injuries that can be treated on site and/or that do not prevent the Insured Party from continuing his/her trip,
- Conditions of pregnancy, unless an unforeseeable complication arises, and in any case, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,
- Convalescence and conditions under treatment, not yet consolidated and presenting a risk of serious deterioration,
- Previously established illnesses that have led to hospitalisation in the 6 months preceding the date of departure for travel,
- Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental,
- Prosthesis costs: optical, dental, hearing, functional, etc.
- The consequences of situations at risk of infection in an epidemic context that are subject to quarantine or preventive measures or specific monitoring by the international and/or local health authorities of the country in which you are staying and/or the national authorities of your country of origin, unless otherwise stipulated in the cover.
- the consequences of an accident involving a motorised land vehicle controlled by a representative of the Policyholder or You,
- the organisation and implementation of searches and rescues of persons in the mountains, at sea or in the desert, the associated costs may be paid retrospectively subject to conditions,
- The costs of spa treatments, cosmetic treatments, vaccinations and the resulting costs.
- Stays in a nursing home and the resulting costs,
- Rehabilitation, physiotherapy, chiropractic treatment and the resulting costs,
- Planned hospitalisations.
- Benefits that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation,
- Meals and hotel costs, except those specified in the text of the covers,
- Damage caused intentionally by the Insured Party and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence.
- The amount of the convictions and their consequences,
- The use of narcotics or drugs not medically prescribed,
- The state of inebriation,
- Customs fees,
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- Costs incurred after the return of the trip or expiry of the cover,
- Accidents resulting from your participation, even as an amateur, in activities not mentioned in this notice.
- Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or restrictions by law enforcement,
- The use of machines of war, explosives and firearms,
- Damage resulting from intentional or fraudulent misconduct by the Insured Party in accordance with Article L.113-1 of the French Insurance Code,
- · Suicide and attempted suicide,
- Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- The disintegration of atomic nuclei or any irradiation from a radioactive energy source.

#### Article 7. Claims processing

For any complaint regarding your assistance cover, you can contact MUTUAIDE by calling 01.48.82.63.48.

If your oral complaint is not satisfied, please write to us either by e-mail at: qualite.assistance@mutuaide.fr or by post at:

MUTUAIDE - CUSTOMER QUALITY DEPARTMENT - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX

# Mutuaide

# FFVL REPATRIATION ASSISTANCE insurance policy "WORLDWIDE EXTENSION COVERAGE" Information notice Policy n°9383 subscribed with MUTUAIDE

#### Article 1. Definitions

Insured Party: A natural person holding a valid federal licence or certificate issued by the Fédération Française de Vol Libre who has taken out the "Assistance" option covered by this policy: Basic Personal Accident insurance & FFVL Repatriation Assistance Packages or Basic Personal Accident insurance & FFVL Repatriation Assistance Tandem Passenger Packages or Basic Personal Accident insurance & FFVL Repatriation Assistance 9 Day Training Packages, as well as the present WORLD WIDE Repatriation Assistance cover, on condition that he/she holds valid qualifications and authorisations necessary for flight or for the activity performed and if he/she has paid the corresponding premiums.

<u>Beneficiary</u>: Means the Insured Party and the following persons, exclusively when they engage in the covered activities with the Insured Party:

- passengers of the Aircraft or practice equipment (catakite, tandem kitesurfing);
- any person appointed or instructed by the FFVL to perform a medical or paramedical role during a Covered Activity;
- any high-level licensed sports practitioner, and/or member of the French team of a discipline supervised by the FFVL and their coaches.

<u>Home:</u> Domicile is considered to be the principal and usual place of residence anywhere in the World. In the event of a dispute, the tax domicile constitutes the domicile.

#### Article 2. Conditions for purchase

This extension of cover can be purchased by the license holder only if one of the Basic Personal Accident insurance & FFVL Repatriation Assistance Packages or for his/her passengers, <u>Basic Personal Accident insurance Packages & FFVL Repatriation Assistance Tandem Passenger or Basic Personal Accident insurance Packages & FFVL Repatriation Assistance 9 Day Training, have been purchased.</u>

#### Article 3. Covered trip

Any individual or collective trip during which the Insured Party comes to engage in a Covered Activity or to play a medical or paramedical role during the practice of the latter, for a maximum period of 90 consecutive days.

Covered trips also include:

- collective travel and trips organised by the Federation, any affiliated or approved structure or structure acting on its behalf, when carried out in the context of the practice of the Insured Activities
- individual journeys, to the specific or aeronautical environment of the Covered Activity as well as the most direct journeys from the place of landing of the Aircraft to its place of take-off.

#### Article 4. Extent of the territory

Worldwilde

#### Article 5. Terms and condition for intervention

If you need help, you should:

 $\checkmark$  call the insurer immediately at:

 $\bf 01\,48\,82\,63\,48$  (for international call dial  $\bf 33\,1\,48\,82\,63\,48)$  and mention the policy no. "9383"

- $\checkmark$  obtain prior approval of the insurer before taking any action or incurring any expense,
  - ✓ comply with the solutions recommended by the insurer,
  - ✓ provide original proof of expense for which reimbursement is claimed.

Any expense made without the approval of the insurer will not entail reimbursement or retrospective payment.

#### Article 6. Purpose of the coverage

IMPORTANT: refer to the policy for all the clauses and terms and conditions of payment

- Legal assistance abroad (Bail),
- Legal assistance abroad (Legal Fees),
- Advance of funds (only abroad),
- Replacement driver,
- Replacement pilot,
- Shipment of medicines abroad,
- Shipment of prostheses abroad,
- Death formalities,
- Search or rescue costs,
- Medical expenses outside the country of residence,
- Extension of stay,
- Repatriation of bodies,
- Repatriation of accompanying persons, Repatriation or medical transport,
- Early return,
- Visit of a relative,

Psychological support

### Article 7. Main Exclusions (IMPORTANT: refer to the policy for all the clauses)

IMPORTANT: refer to the policy for all the clauses

The following do not give rise to our intervention:

- Trips undertaken for the purpose of diagnosis and/or treatment,
- Medical and hospitalisation expenses in the country of residence,
- Drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary mutilation of the Insured Party,
- Benign conditions or injuries that can be treated on site and/or that do not prevent the Insured Party from continuing his/her trip,
- Conditions of pregnancy, unless an unforeseeable complication arises, and in any case, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,
- Convalescence and conditions under treatment, not yet consolidated and presenting a risk of serious deterioration,
- Previously established illnesses that have led to hospitalisation in the 6 months preceding the date of departure for travel,
- Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental.
- · Prosthesis costs: optical, dental, hearing, functional, etc.
- The consequences of situations at risk of infection in an epidemic context that are subject to quarantine or preventive measures or specific monitoring by the international and/or local health authorities of the country in which you are staying and/or the national authorities of your country of origin, unless otherwise stipulated in the cover.
- the consequences of an accident involving a motorised land vehicle controlled by a representative of the Policyholder or You,
- the organisation and implementation of searches and rescues of persons in the mountains, at sea or in the desert, the associated costs may be paid retrospectively subject to conditions,
- The costs of spa treatments, cosmetic treatments, vaccinations and the resulting costs,
- Stays in a nursing home and the resulting costs.
- Rehabilitation, physiotherapy, chiropractic treatment and the resulting costs.
- Planned hospitalisations.
- Benefits that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation.
- Meals and hotel costs, except those specified in the text of the covers,
- Damage caused intentionally by the Insured Party and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence.
- The amount of the convictions and their consequences,
- The use of narcotics or drugs not medically prescribed,
- The state of inebriation,
- · Customs fees,
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- · Costs incurred after the return of the trip or expiry of the cover,
- Accidents resulting from your participation, even as an amateur, in activities not mentioned in this notice,
- Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- . Official prohibitions, seizures or restrictions by law enforcement,
- The use of machines of war, explosives and firearms,
- Damage resulting from intentional or fraudulent misconduct by the Insured Party in accordance with Article L.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking.
- The disintegration of atomic nuclei or any irradiation from a radioactive energy source.

#### Article 8. Claims processing

For any complaint regarding your assistance cover, you can contact MUTUAIDE by calling 01.48.82.63.48.

If your oral complaint is not satisfied, please write to us either by e-mail at: <a href="mailto:gualite.assistance@mutuaide.fr">gualite.assistance@mutuaide.fr</a> or by post at: MUTUAIDE - CUSTOMER QUALITY DEPARTMENT - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX

# Information notice for LEGAL PROTECTION insurance policy N°787048 subscribed with PROTEXIA ALLIANZ PROTECTION JURIDIQUE



#### Article 1. Member

Refers to the license holder from the Fédération Française de Vol Libre, performing federal statutory activities, whether they are flying activities such as free flight (paragliding, hang-gliding, speed riding) and non flying activities such as kite flying, kite surfing, boomerang and stand up paddle for which he/she has obtained a license, as well as activities listed exhaustively below, under condition that he/she holds valid qualifications and authorisations necessary for flight or the activity performed.

#### Article 2. Activities insured

Indicates activity for which the member has obtained a license appearing in article 1 of General provisions of these information notices and the following activities as <u>leisure activities</u>:

- Mountaineering, Climbing, via ferrata, tree climbing,
- Walking, hiking, Nordic walking, raid, trail, climbing and mountain running (on foot, with snowshoes or ski),
- Ice fall, dry-tooling,
- Downhill skiing, ski mountaineering (mountain skiing, ski touring), mountain surfing (including snowboarding) or trekking, in and outside the ski area,
- Mono skiing, cross-country skiing, nordic skiing, telemark skiing, roller skiing,
- Caving, canyoneering,
- mountain bike
- Rafting, canoe-kayak, indoors or outdoors skating,
- Windsurfing, water skiing, dinghy,
- Slackline (walking on a low wire as an exercise for reparation for climbing)
- High line with "belay",
- Dog sledding trips,
- Yooner or Paret,
- Nordic rollerblading,
- Ski-joering.

#### Article 3. Definitions

**-LEGAL EXPENSE**: it is the legal costs caused by the lawsuit, the amount of this expense is billed either by regulation or by judicial decision. They are different from the advocate fees.

**-LIBEL**: refers to allegation or accusation of a fact that damages the honour or reputation of a person through direct publication or by reproducing this allegation or this allegation or this accusation which is punishable.

-OPERATIVE EVENT: refers to the event or situation which is the source of the dispute. With respect to defamation, the operative event is the date on which the litigious statements were published.

-COMPENSATION from ARTICLES 700 of the Civil procedure Code, 75-1 of the law dated 10 July 1991, ARTICLES 475-1 and 375 of Criminal procedure code, ARTICLE L. 761-1 of the Administrative justice Code and their equivalents presented in jurisdictions other than French: these are provided for by texts of the law that authorises a jurisdiction to condemn one of the parties to pay a damages to another, as compensation of sums, not included in legal expenses, incurred by him during a legal procedure (mainly advocate fees).

-DISPUTE OR DISAGREEMENT: Denotes any complaint or dissent which you make against a third party, for which you are the author or the recipient or any law suit filed against you or you wish to file against a third party.

**-WE**: denotes the INSURER Protexia FRANCE, doing business under the trade name Allianz Protection Juridique

Company governed by the Insurance code

Public limited company with capital of 1 895 248 euros 382 276 624 RCS Nanterre

Head office: Tour Allianz One - 1 cours Michelet -CS 30051 92076 Paris La Défense Cedex

Tel.: 0978 978 075 (tollfree number)

**-LIMITATION**: denotes the period beyond which your claims sent to US is no longer admissible (articles L. 114-1, L. 114-2 and L. 114-3 of the Code).

-MINIMUM INTERVENTION THRESHOLD: refers to the financial implication of the dispute (other than late payment charges, interest and related claims) above which We do not operate.

-POLICY HOLDER: FEDERATION FRANCAISE DE VOL LIBRE

**-THIRD PARTY**: denotes any person other than the member, policy holder and insurer. The insureds are considered as third parties among themselves.

-YOU: designates the Beneficiary as defined above.

#### Article 4. Subject matter of cover

#### - IN ABSENCE OF DISPUTE, LEGAL INFORMATION OVER PHONE

By calling <u>0978 978 097</u> (toll free number), over phone from 8 h to 20 h, from Monday to Saturday (other than holidays), you are connected to senior lawyers in order to obtain legal information related to domains covered by your policy. These information are provided orally.

#### - SERVICES IN CASE OF DISPUTE

The Company intervenes during any dispute that a third party has against you, in the context of insured activities listed above.

This intervention is also present during amicable settlement, and when you are legally sound, – **under reserve of exclusions provided by article 4.** 

Thus for any dispute covered:

- The Company informs you about your rights and duties and on the steps necessary for safeguarding your interests,
- the Company advices you on the conduct to be maintained and will proceed with necessary amicable procedures, if required and with your consent.
- If the assistance of an advocate (or any person qualified by the legislation in force) is required you have the freedom to chose him (including in case of conflict of interest); if you wish, the Company can connect you to an advocate that it knows, on written request from you. Similarly, you will be informed that you should be represented by an advocate when the hostile party is defended under the same conditions.

In case of dispute, you are responsible for handling the proceedings in the court, with the advice of your advocate. During these proceedings, the Company is at the disposal of you and your lawyer to provide assistance to you.

#### - AREAS OF INTERVENTION

On condition of exclusions cited in article 4, the Company intervenes during any dispute that a third party has against you, in the context of insured activities namely:

- in case of "defamation" against the insured person.
- -- in case of damage relating to purchase of equipment or providing service, originating from performing the insured activities.
- in case of legal notice, indictment, complaint, subpoena or summons resulting for any reason, omission or negligence, that is caused while performing sports, statutory or related activities.
- If the Défense Pénale et Recours Suite à Accident (DPRSA) cover does not take up the responsibility to file legal proceedings against any person identified, responsible for physical or material injury, or harm due to this damage, that happened while performing your sports activity even during transport or travel.

#### Article 5. Geographical extent and time frame of your cover

#### - GEOGRAPHICAL EXTENT OF YOUR COVER

You will be covered if the dispute comes under a court of one of the following Countries:

France (including DROM COM) and other member countries of the European Union, Andorra, Liechtenstein, Norway, Principality of Monaco, Switzerland and Vatican.

In other Countries, the intervention is limited to covering the cost of the legal proceedings initiated by you or against you up to an amount of 10,000 incl. of taxes

#### - TIME FRAME FOR YOUR COVER

The company covers disputes for which the operative event (facts events, causative of the dispute) happens after the effective date of your membership and before its termination date.

#### Article 6. Exclusions

The following disputes are not covered:

- Disputes that have no direct connection to performance of the insured activities,
- Cover from specific policies such as Third party cover and cover for Criminal defence and legal proceeding after an Accident,
- Dispute that challenges you third party liability cover when it is covered by an insurance policy.
- Disputes resulting from your fraudulent or intentional illegal actions, with intent to cause damage with awareness of consequence of your action, except in case of legitimate defence,
- Dispute resulting from you participating in a political or union activity and in labour disputes,

- Dispute resulting from non execution on your part of a legal or contractual commitment or resulting from not providing mandatory documents to the administration within the due date,
- Disputes caused due to drunkenness that can be punished legally and also using drugs, illegal substances or medicines not prescribed by a competent medical authority,
- regarding ownership of property,
- relating to debt collection,
- Relating to any civil action by the member that is not based on real and certain damage,
- Relating to you selling products meant to promote the activities covered,
- Relating to private and family life,
- Disputes against license holder of the Fédération Française de vol libre and companies depending on it ( decentralised entities, regional board and departmental committees, free flight instructors union, authorised institutions)
- Dispute resulting from scuba diving,
- Dispute resulting from participating in a sports activity that involves the member using a land motor vehicle.
- Dispute resulting from performing the following activities in a competition: Mountaineering, Climbing, via ferrata, tree climbing, Walking, hiking, Nordic walking, raid, trail, climbing and mountain running (on foot, with snowshoes or ski), Ice fall, dry-tooling, Downhill skiing, ski mountaineering (mountain skiing, ski touring), mountain surfing (including snowboarding) or trekking, in and outside the ski area, Mono skiing, cross-country skiing, nordic skiing, telemark skiing, roller skiing, Caving, canyoneering, mountain bike, Rafting, canoe-kayak, indoors or outdoors skating, Windsurfing, water skiing, dinghy, Slackline (walking on a low wire as an exercise for reparation for climbing), High line with "belay", Dog sledding, Yooner or Paret, Nordic rollerblading, Ski-joering.

#### Article 7. Modalities for covering claims

- WHAT IS COVERED WITHIN THE LIMIT OF THE INSURED AMOUNTS
- For amicable settlements: any charges and fees for court offices and experts, if their services have been engaged with our prior consent (except in case of urgent mitigatory measures),
- In court phase: the expenses and fees of court offices and legal cost, if the modalities of **application of your insurance cover have been complied with** (refer to paragraph "modalities of application of your insurance cover"). But, the legal expenses are not covered if you withdraw the case and if you are sentenced to refund the cost of your opposing party.

#### - EXPENSES AND FEES OF THE LAWYER

If the assistance of an advocate (or any qualified person as per the legislation in force) is required, you are free to choose your advocate. The Company can connect you with an advocate that it knows on written request from your side. The expenses and the fees of your advocate are paid as per the amounts incl of taxes mentioned below:

Local magistrate	650 €*			
Sessions court	650€*			
High Court	1 200€*			
Administrative Tribunal	850 €*			
Social security court	840 €*			
Commercial court	1,000€*			
Other Civil jurisdictions	630 €*			
Public prosecutor	200 €*			
Criminal mediation	Depending on the jurisdiction under which th proceedings are held (ex. criminal court)*			
Police court	- Traffic violation: 400 €* - Others: 500 €*			
Criminal court	<ul> <li>without the prosecution: 650 €*</li> <li>with the prosecution: 850 €*</li> </ul>			
Labour court	- Conciliation : 550 €* - Judgement : 850 €* - Decision : 550 €*			
Claims court	-In police matter : 450 €* -In criminal matter: 850 €* -Other matters: 1,050 €*			
Court of Cassation, Criminal	2,000 €*			
Court or State council				
Enforcement Judge	595 €*			
Tax Proceedings	-Receivership Phase : 630 €* - Commission Phase: 630 €* - Administrative redressal: 840€**			
Interlocutory	-Interlocutory: 550€** -Defence expert referral : 450€** -Petitions : 500€**			
Commissions	370€**			
Expert opinion or Consultation with Expert	Expert opinion : 500€*** Amicable procedures: 150€**			

Transaction	1,000€*
Successful Mediation and	500€*
Conciliation	

<sup>\*</sup>Per dispute \*\*Per procedure

#### - LIMITS AND MINIMUM THRESHOLD FOR INTERVENTION

- for disputes which come under the jurisdiction of one of the following countries: France (including DROM COM) and other member countries of the European Union, Andorra, Liechtenstein, Norway, Principality of Monaco, Switzerland and Vatican cover up to 25,000 € Incl taxes per dispute.
- for actions that come under the jurisdiction of any other territory in the rest of the world the maximum cover will be **10,000 € Incl taxes** per dispute.
- Minimum threshold for appeal per dispute Incl of taxes. : 200€ Incl taxes
- Minimum threshold for defence proceedings per dispute Incl of taxes. : NIL
- Waiting time: NIL

#### - THE FOLLOWING ARE NOT COVERED

- Amount of any kind that you might be sentenced to pay: main sentence, fine, damages and interest, legal expenses, allowance awarded as per article 700 pf the Civil Procedure Code and its equivalents.
- Charges and fees for initiatives taken without the prior approval, except in case of urgent mitigatory measures.
- The proportional fees charged to you as a creditor by a bailiff.
- Any success fee.

#### Article 8. Declaration of the dispute

It is recommended that your declaration of dispute be sent:

- Through the online dispute declaration form: https://mesdemarches.allianz.fr/declarationlitige/
- to the following postal address:

Allianz Protection Juridique Centre de Solution Client - TSA 63 301 92087 Paris La défense Cedex

- or to the following postal address: declaration.protection-juridique@allianz.fr
- or through phone to: 0978 978 075 (tollfree number)

You should not hire a defence lawyer or any person qualified through legislation or regulation in force or to initiate any legal proceedings or a new step in the proceedings without informing the company before hand.

IF YOU DISREGARD THIS STIPULATION, THE COST OF THESE WILL BE BORNE BY YOU.

#### Article 9. Claims processing

In case of claims or dispute, you can contact:

Allianz Protection Juridique - Centre de Solution Client - -TSA 63301 92087 Paris La défense Cedex

Mail id: <a href="mailto:gualite.protection-juridique@allianz.fr">gualite.protection-juridique@allianz.fr</a>

In case of persistent and irrevocable differences, and after ways for internal settlement mentioned above are exhausted, you have the option to approach the Ombudsman "The Insurance Ombudsman" whose postal address is given below:

La Médiation de l'Assurance - TSA 50110 - 75441 Paris cedex 09 www.mediation-assurance.org

This is not detrimental to the other legal actions.

#### Article 10. Records

Phone conversations with Allianz Protection Juridique team can be recorded, with the only aim of improving service quality. You can have access to these records by making a written request to the above address. The records are retained for a maximum duration of two months.

<sup>\*\*\*</sup>Per meeting with expert



#### Information Notices for Extension of cover for practitioners of "Nature sports"

# <u>Legal insurance for the practitioners</u> And Personal Accident Insurance & FFVL Repatriation Assistance packs

#### Coverage and references:

- "Nature Sports": Legal liability policy n°7300499704 of AXA France IARD cover included in the federal license
- "Nature Sports" Personal Accident Insurance & FFVL Rapatriation Assistance packs: Policy n°FR010058TT of TOKIO MARINE and n°9384 of MUTUAIDE on purchase
- Extension of "Nature Sports Repatriation Assistance coverage World wide": policy n°9383 of MUTUAIDE

This information notices are drawn up pursuant to the commitments defined in the article L321-6 of the Sports code.

IMPORTANT INFORMATION: THESE INFORMATION NOTICES ARE PURELY MEANT FOR INFORMATION AND ARE NOT EXHAUSTIVE. THE INSURED SHOULD KNOW THE CLAUSES, TERMS AND CONDITIONS, EXCLUSIONS AND LIMITS FOR COVERAGE 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

### I - Clauses common to the information notices of Extension insurance policies for "Nature Sports"

#### Article 1. Activities covered by Nature Sports Legal liability, Personal Accident and Repatriation Assistance cover

Activities performed as leisure activity exclusively including handisport with suitable equipment are covered, namely:

- . Mountaineering, Climbing, via ferrata, tree climbing.
- . Walking, hiking, Nordic walking, raid, trail, climbing and mountain running (on foot, with snowshoes or ski).
- . Ice fall, dry-tooling.
- . Downhill skiing, ski mountaineering (mountain skiing, ski touring), mountain surfing (including snowboarding) or trekking, in and outside the ski area.
- . Mono skiing, cross-country skiing, nordic skiing, telemark skiing, roller skiing.
- . Caving, canyoneering.
- . mountain bike
- . Rafting, canoe-kayak, indoors or outdoors skating.
- . Windsurfing, water skiing, dinghy
- . Slackline (walking on a low wire as an exercise for reparation for climbing)
- . High line with "belay".
- . Dog sledging
- . Yooner or Paret
- . Nordic rollerblading
- . Ski-joering

#### The following are exclude:

- · All aeronautical activities
- · Scuba diving
- · Land Motor Vehicle
- only under Legal liability cover: Extreme ski.

Extreme Ski is defined as follows: off-piste skiing on slopes greater than or equal to 50° and/or requiring mountaineering equipment, especially spikes, ice axe and rope.

#### Article 2. Conditions for purchase

- Legal liability cover for Nature sports is automatically included in the license or federal participation certificate.
- Nature Sports Personal Accident and Repatriation Assistance cover pack can be purchased optionally as a supplement.

#### Article 3. Effective date of the cover for qualified sports coach

<u>General case</u>: Nature Sports Nature Sports Legal liability, Personal Accident and FFVL Repatriation Assistance cover pack become effective on the date on which the practitioner has paid for his/her FFVL license and the premiums corresponding to the extensions of covers which will be applicable to him or to the optional cover chosen, <u>at the earliest from 1st January 2024 at 00H00. It shall automatically expire on 31 December 2024, at 24H00.</u>

<u>Special case</u>: Can obtain Nature sports Legal liability coverage and Nature sports Basic Personal Accident insurance & FFVL Repatriation Assistance Package and Legal Protection in advance from 1st October 2023, at 00H00:

- the new FFVL license holder
- or the old practitioners who have not yet got the license
- or the license holders who changed the license type at the time of renewal or who increase their coverage.

It shall automatically expire on 31 December 2024, at 24H00.

#### Modalities for entry into force of the coverage:

 If the practitioner has paid for his/her FFVL and any related premiums for the chosen insurance covers by mail: the effective date of the cover(s) is determined by the stamp date of the Post, stamped on the mail with

- insurance and federal license application form or the date indicated by officer of the structure:
- If the practitioner has paid for his/her FFVL license and any related premiums for the chosen insurance cover(s) online using the website www.ffvl.fr, the cover(s) take effect as soon as the automatic confirmation mail is received by the license holder or the date when it is recorded on the FFVL subscription software.

#### Article 4. Termination of cover

The insurance cover(s) end on the expiry of the license or federal certificate issued by FFVL, irrespective of the reason, on the date mentioned on it. The insurance cover(s) also end in case of termination, for whatever reason, of the insurance policies purchased by FFVL from the specified insurance companies in the name of the license holder, on the date communicated by FFVL.

#### Article 5. Application of the coverage over time

The insurance can be claimed for accidents that happen during the period of validity of the insurance.

#### II - Nature sports Legal Liability cover Policy AXA France IARD n°7300499704

#### Article 6. Insureds

Any individual holding a valid license or participation certificate issued by FFVL is insured automatically with Nature sports Legal liability, irrespective of his/her nationality, on condition that he/she holds valid qualification and authorisation required for the activity performed.

The insureds are considered as third parties among themselves, except with regards to non consecutive non physical damage.

#### Article 7. Purpose of the coverage

This insurance guarantees the insured against the financial consequences of Legal liability that falls on him/her due to physical injury, material or non physical damage caused to third parties after an accident that happened as a result of insured sport activities being performed by the insured.

This cover comes into play in addition or in absence of "private life" Legal liability cover purchased by the insured.

#### Article 8. Coverage amounts of the deductibles

When a single accident simultaneously involves different coverages, the maximum cover provided by the Insurer for all the claims does not exceed, the highest value of amount prescribed for these covers.

Type of coverage	Limits	Deductible
All consequential bodily, material and immaterial damage combined	5,000,000 *	
For physical injury	5,000,000*	Nil
For consecutive material and immaterial damage combined	1,000,000** And 3,000,000***	5,000**
Accidental environmental harm	750,000*	2,000**
Recourse	30,500 € per dispute	Threshold for intervention:380€

<sup>\*</sup>In Euros and per insurance year and per claim

<sup>\*\*</sup>In Euros and per claim

<sup>\*\*\*</sup>In Euros and per insurance year

It should be mentioned that the above deductible is applicable only when the policy comes into play in the absence of execution of a "Private life" Legal liability policy purchased by the insured (it is not applicable when the nature sports Legal policy comes in to play in addition to another "private life" Legal liability policy purchased by the insured).

### Article 9. Main exclusions (IMPORTANT : please refer to the policy for all the clauses)

- ALL THE RISK RELATING TO LAND MOTORISED VEHICLE MOVEMENT,
- THE DAMAGES CAUSED DUE TO USE OF STANDS, BLEACHERS, MARQUEES, TENTS OR TEMPORARY STRUCTURES,
- TRAVEL OR STAY THAT COME UNDER ARTICLE L 211-1 OF TOURISM CODE (RELATING TO ORGANISING OR SALE OF TRAVEL OR STAYS,
- DAMAGES CAUSED BY BOATS:
- WITH MOTOR HAVING REAL POWER EQUAL TO OR GREATER THAN 6 HP,
- WITH SAIL LONGER THAN 5.50 METERS,
- DAMAGES CAUSED BY ALL RAIL, AIRCRAFT OR SPACECRAFT,
- DAMAGES CAUSED IN CONNECTION WITH ACTIVITIES THAT ARE REQUIRED BY LAW TO BE INSURED,
- DAMAGES CAUSED INTENTIONALLY OR WITH BAD INTENTION BY THE INSURED.

#### Article 10. Geographic extent

The cover is applicable only in **Metropolitan France**, **DROM-COM-POM and MORROCO**, but in a foreign country, it can in no way be substituted for a cover that has to be purchased as per the local legislations from insurers approved in that country.

## III - Nature Sports Personal Accident cover TOKIO MARINE POLICY n°FR010058TT

#### Article 11. Insureds

Any individual holding a valid license or participation certificate issued by FFVL who has purchased the Basic Accident Personal Insurance & FFVL Repatriation Assistance Pack as well as Nature sports Personal accident Insurance & Repatriation Assistance Pack offered at the time of applying for membership for federal license and has paid the corresponding premiums.

#### Article 12. Type and amount of the Coverage

- ACCIDENTAL DEATH happening within a maximum period of 24 months from the date when the insured met with the accident: 10,000 euros.
- -TOTAL PERMANENT DISABILITY after the accident, reducible in case of PERMANENT PARTIAL DISABILITY depending on the Company scale: 10,000 euros

MEDICAL, PHARMACEUTICAL, SURGICAL AND HOSPITALISATION EXPENSES AFTER THE ACCIDENT (\*) up to 1,000 Euros

- -SPORTS THERAPY EXPENSES (\*): up to 4,500 Euros
- -SEARCH AND RESCUE OPERATION COST (for the practitioner) : up to 7,700  $\,$  Euros
- (\*) After the intervention of compulsory and mandatory schemes.

The BENEFICIARY of the capital in case of DEATH of the INSURED, except when designated in holograph contrary to what was submitted to the Insurer, meant for this purpose will be:

- if the INSURED is married: his or her spouse who is not legally separated or divorced, failing that his or her children born or unborn, living or represented, failing that his or her heirs,
- if the INSURED is a signatory of a PACS, his/her partner, failing that his/her heirs,
- if the INSURED is a widow or divorced: his/her children, failing that his/her heirs,
- if the INSURED is unmarried: his/her heirs.

When, prior to death, the same accident was covered under permanent disability, the capital will get reduced by this amount.

death and disability cover cannot be added together when they resulted from

#### Article 13. Termination of cover

For each insured, the cover will cease to be legally valid:

- on the expiry of the license or federal certificate issued by FFVL, irrespective of the reason, on the date mentioned on it;
- on termination or non renewal of the policy.
- in all cases, on expiry of the insurance year during which the insured had attained 90 years.

#### Article 14. Territoriality: Worldwide

#### Article 15. Main exclusions

#### (IMPORTANT : please refer to the policy for all the clauses)

- ACCIDENTS CAUSED OR TRIGGERED INTENTIONALLY BY THE INSURED, RESULT OF SUCCESSFUL OR ATTEMPTED SUICIDE, AS WELL AS ACCIDENTS CAUSED BY USING DRUGS NOT PRESCRIBED MEDICALLY.
- ACCIDENTS CAUSED OR TRIGGERED BY THE INSURED WHEN HE/SHE IS THE DRIVER OF A VEHICLE AND IF HIS/HER BLOOD ALCOHOL LEVEL IS GREATER THAN THE LEVELS FIXED BY THE TRAFFIC REGULATIONS IN THE COUNTRY WHERE THE ACCIDENT TOOK PLACE.
- ACCIDENTS RESULTING FROM PARTICIPATION OF THE INSURED IN A FIGHT (EXCEPT IN CASE OF LEGITIMATE DEFENCE OR ASSISTANCE TO A PERSON IN DANGER), A DUEL, AN OFFENCE OR A CRIME.
- ACCIDENTS HAPPENING WHILE USING A DEVICE AS A PILOT OR CREW MEMBER, THAT ALLOWS TO TRAVEL IN AIR OR WHILE PERFORMING SPORTS WITH OR FROM THESE DEVICES.
- ACCIDENTS RESULTING FROM PERFORMING, EVEN AS AN AMATEUR, ALL SPORTS THAT REQUIRE USING MECHANICAL MOTOR ENGINES, WHETHER IT IS AS A PILOT OR A PASSENGER. PERFORMING A SPORT MEANS TRAINING, TRIALS AS WELL AS PARTICIPATION IN SPORTS CONTESTS OR COMPETITIONS.
- ANY PERSON WHO INTENTIONALLY CAUSES OR TRIGGERS THE ACCIDENT IS EXCLUDED FROM THE COVER.

### IV - Nature sports Repatriation Assistance Cover MUTUAIDE policy n°9384

#### Article 16. Definitions

Insured Party: A natural person holding a valid federal licence or certificate issued by the Fédération Française de Vol Libre who has taken out the "Assistance" option covered by this policy: Basic Accident Personal Insurance & FFVL Repatriation Assistance Pack or the Basic Personal Accident Insurance & FFVL Repatriation Assistance tandem passenger packas well as Personal accident Insurance & Repatriation Assistance Pack Nature sports offered at the time of applying for membership for federal license and has paid the corresponding premiums.

<u>Beneficiary</u>: Means the Insured Party and the following persons, exclusively when they engage in the covered activities with the Insured Party:

- passengers of the Aircraft or practice equipment (catakite, tandem kitesurfing);
- any person appointed or instructed by the FFVL to perform a medical or paramedical role during a Covered Activity;
- any high-level licensed sports practitioner, and/or member of the French team of a discipline supervised by the FFVL and their coaches.

#### **Home**

Domicile is considered to be the principal and usual place of residence anywhere in the World. In the event of a dispute, the tax domicile constitutes the domicile.

#### Article 17. Covered trip

Any individual or collective trip during which the Insured Party comes to engage in a Covered Activity or to play a medical or paramedical role during the practice of the latter, for a maximum period of 90 consecutive days.

Covered trips also include:

- collective travel and trips organised by the Federation, any affiliated or approved structure or structure acting on its behalf, when carried out in the context of the practice of the Insured Activities
- individual journeys, to the specific or aeronautical environment of the Covered Activity as well as the most direct journeys from the place of landing of the Aircraft to its place of take-off.

#### Article 18. Purpose of the coverage

 $\ensuremath{\mathsf{IMPORTANT}}$  : refer to the policy for all the clauses and terms and conditions of payment

- Repatriation or medical transport
- Replacement driver
- Repatriation of bodies
- Death formalities

#### Article 19. Extent of the territory

Europe and Maghreb

#### Article 20. Main Exclusions

#### IMPORTANT: refer to the policy for all the clauses

The following do not give rise to our intervention:

- Trips undertaken for the purpose of diagnosis and/or treatment,
- · Medical and hospitalisation expenses in the country of residence,
- Drunkenness, suicide or attempted suicide and their consequences,
- · Any voluntary mutilation of the Insured Party,
- Benign conditions or injuries that can be treated on site and/or that do not prevent the Insured Party from continuing his/her trip,
- Conditions of pregnancy, unless an unforeseeable complication arises, and in any case, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,
- Convalescence and conditions under treatment, not yet consolidated and presenting a risk of serious deterioration,
- Previously established illnesses that have led to hospitalisation in the 6 months preceding the date of departure for travel,
- Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental,
- Prosthesis costs: optical, dental, hearing, functional, etc.
- The consequences of situations at risk of infection in an epidemic context
  that are subject to quarantine or preventive measures or specific monitoring
  by the international and/or local health authorities of the country in which
  you are staying and/or the national authorities of your country of origin,
  unless otherwise stipulated in the cover.
- the consequences of an accident involving a motorised land vehicle controlled by a representative of the Policyholder or You,
- the organisation and implementation of searches and rescues of persons in the mountains, at sea or in the desert, the associated costs may be paid retrospectively subject to conditions,
- The costs of spa treatments, cosmetic treatments, vaccinations and the resulting costs,
- · Stays in a nursing home and the resulting costs,
- Rehabilitation, physiotherapy, chiropractic treatment and the resulting costs.
- Planned hospitalisations.
- Benefits that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation,
- . Meals and hotel costs, except those specified in the text of the covers,
- Damage caused intentionally by the Insured Party and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,
- The amount of the convictions and their consequences,
- The use of narcotics or drugs not medically prescribed,
- The state of inebriation,
- Customs fees.
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- Costs incurred after the return of the trip or expiry of the cover,
- Accidents resulting from your participation, even as an amateur, in activities not mentioned in this notice,
- Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or restrictions by law enforcement,
- . The use of machines of war, explosives and firearms,
- Damage resulting from intentional or fraudulent misconduct by the Insured Party in accordance with Article L.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- The disintegration of atomic nuclei or any irradiation from a radioactive energy source.

#### <u>V - Extension of Nature Sports Repatriation Assistance</u> <u>WORLDWIDE coverage : policy n°9383 of MUTUAIDE</u>

#### Article 21. Definitions

Insured Party: A natural person holding a valid federal licence or certificate issued by the Fédération Française de Vol Libre who has taken out the "Assistance" option covered by this policy: Basic Accident Personal Insurance & FFVL Repatriation Assistance Pack or the Basic Personal Accident Insurance & FFVL Repatriation Assistance tandem passenger packas well as Personal accident Insurance & Repatriation Assistance Pack Nature sports offered at the time of applying for membership for federal license and has paid the corresponding premiums.

**Beneficiary**: Means the Insured Party and the following persons, exclusively when they engage in the covered activities with the Insured Party:

- passengers of the Aircraft or practice equipment (catakite, tandem kitesurfing);
- any person appointed or instructed by the FFVL to perform a medical or paramedical role during a Covered Activity;
- any high-level licensed sports practitioner, and/or member of the French team of a discipline supervised by the FFVL and their coaches.

#### Home:

Domicile is considered to be the principal and usual place of residence anywhere in the World. In the event of a dispute, the tax domicile constitutes the domicile.

#### Article 22. Conditions for purchase

This extension of cover can be purchased by the license holder only if one of the Basic Personal Accident insurance & FFVL Repatriation Assistance Packages or for his\_passengers <u>Basic Personal Accident insurance & FFVL Repatriation Assistance Tandem Passenger Packages</u> has also been purchased.

#### Article 23. Covered trip

Any individual or collective trip during which the Insured Party comes to engage in a Covered Activity or to play a medical or paramedical role during the practice of the latter, for a maximum period of 90 consecutive days. Covered trips also include:

- collective travel and trips organised by the Federation, any affiliated or approved structure or structure acting on its behalf, when carried out in the context of the practice of the Insured Activities
- individual journeys, to the specific or aeronautical environment of the Covered Activity as well as the most direct journeys from the place of landing of the Aircraft to its place of take-off.

#### Article 24. Purpose of the coverage

IMPORTANT: refer to the policy for all the clauses and terms and conditions of payment

- Repatriation or medical transport
- Replacement driver
- Repatriation of bodies
- Death formalities

#### Article 25. Extent of the territory

Worldwide

#### Article 26. Main Exclusions

IMPORTANT : refer to the policy for all the clauses

- The following do not give rise to our intervention:
- Trips undertaken for the purpose of diagnosis and/or treatment,
- Medical and hospitalisation expenses in the country of residence,
  Drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary mutilation of the Insured Party,
- Benign conditions or injuries that can be treated on site and/or that do not prevent the Insured Party from continuing his/her trip,
- Conditions of pregnancy, unless an unforeseeable complication arises, and in any case, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,
- Convalescence and conditions under treatment, not yet consolidated and presenting a risk of serious deterioration,
- Previously established illnesses that have led to hospitalisation in the 6 months preceding the date of departure for travel,
- Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental,
- Prosthesis costs: optical, dental, hearing, functional, etc.
- The consequences of situations at risk of infection in an epidemic context that are subject to quarantine or preventive measures or specific monitoring by the international and/or local health authorities of the country in which you are staying and/or the national authorities of your country of origin, unless otherwise stipulated in the cover.
- the consequences of an accident involving a motorised land vehicle controlled by a representative of the Policyholder or You,
- the organisation and implementation of searches and rescues of persons in the mountains, at sea or in the desert, the associated costs may be paid retrospectively subject to conditions,
- The costs of spa treatments, cosmetic treatments, vaccinations and the resulting costs,
- Stays in a nursing home and the resulting costs,
- Rehabilitation, physiotherapy, chiropractic treatment and the resulting costs,

- Planned hospitalisations.
- Benefits that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation,
- . Meals and hotel costs, except those specified in the text of the covers,
- Damage caused intentionally by the Insured Party and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,
- The amount of the convictions and their consequences,
- The use of narcotics or drugs not medically prescribed,
- The state of inebriation,
- Customs fees.
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- · Costs incurred after the return of the trip or expiry of the cover,
- Accidents resulting from your participation, even as an amateur, in activities not mentioned in this notice,
- Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or restrictions by law enforcement,
- The use of machines of war, explosives and firearms,
- Damage resulting from intentional or fraudulent misconduct by the Insured Party in accordance with Article L.113-1 of the French Insurance Code,
- · Suicide and attempted suicide,
- Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- The disintegration of atomic nuclei or any irradiation from a radioactive energy source.

#### VI -Final provisions

#### Article 27. Claims reporting

Your claims should be given in writing to FFVL withing 5 days of the incident :

- By post : FFVL 1 Place du Général GOIRAN 06100 NICE
- On the website of FFVL : www.ffvl.fr
- By email : sinistres@ffvl.fr

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

### For execution of a Nature Sports Repatriation Assistance Cover that you have purchased, you should:

- call the Insurer MUTUAIDE directly and immediately at the following number:
  - 01 48 82 63 48
  - from abroad you should dial 33 1 48 82 63 48
  - and mention the policy n°9384 "Europe and Maghreb" or n°9383 "Worldwide".
- obtain prior approval of the insurer before taking any action or incurring any expense,
- ✓ comply with the solutions recommended by the insurer,
- ✓ provide original proof of expense for which reimbursement is claimed.

Any expense made without the approval of the insurer will not entail reimbursement or retrospective payment.

#### Article 28. Prescribed limitation period

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

#### Article 29. Jurisdiction rules

Any dispute between the insured and the insurer on the terms and conditions of application of one of the contract 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 30. 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.



# FORM FOR SUBSCRIPTION TO THE ADDITIONAL PERSONAL ACCIDENT INSURANCE POLICY N°FR012444TT Purchased from TOKIO MARINE HCC

For acquiring the cover, please return this document filled-in and signed along with your payment to: FFVL – 1 Place du Général GOIRAN – 06100 NICE

This additional cover can be purchased on if the Basic Personal Accident insurance & FFVL Repatriation Assistance" Package have also been purchased.

1 – DE	TAILS OF THE INSURED							
☐ Mr.	☐ Mrs. ☐ Miss NAME							
MAIDE	N NAME	FIRST	NAME		DATE of BIRTH   _	_ _ _ _	_ _	
ADDRES	SS							
	. CODE   _ _ _						COUNTRY	
TELEPH	ONE	E-MAIL	ADDRESS					
					NATIONALITY:			
					6 ☐ Separated) 7 ☐ Civil solidarity partne		'	
2 - SEL	ECTION OF COVERS							
⊠ AC	CCIDENTAL DEATH			Ca	pital of €			
			(Possible option: 15,000 €or 30,000 € or 150,000 €)					
M≥ and	d ACCIDENTAL PERMANENT TO	TAL OR PARTIAL DISABILITY		De	eductible in Permanent partial disabil	ity: 20%		
					r insureds less than 18 years of age, the Death on be purchased is limited to 30,000 EUR.	r Permanent Disa	bility capital that	
					r higher capital please contact our services			
				Daily allowance of:€				
l l	TION : TEMPORARY WORK DISA	ABILITY (RESERVED FOR NON	N SALARIED					
WORKERS)				below)  Duration of benefits: 200 days - Deductible: 15 days				
16				Du	ration of benefits. 200 days - Deductible	. 15 uays		
ii you re	equire high capitals, please con	.act us.						
who is it or repre	not legally separated or divorce esented, failing that to your par	d, failing that if you are a sig ents; failing that to your lega	natory to a I I heirs.	PACS, it	apses, the capital assured in case of death will be paid to your partner, failing that your partner, failing that you forth of each beneficiary by mentioning "b	our children boi	n or unborn, living	
	NUAL INSURANCE SUM ASS  DEATH/PERMANENT TOTAL AERONAUTICAL ACTIVITIES	OR PARTIAL DISABILITY			OPTION TEMPORARY WORK DISABILI SALARIED WORKERS LESS THAN 75 YEAR	•	TO NON	
	Capital cover amount	Annual premium incl of taxes			Duration of benefits max 200 days  Deductible 15 days		tical activities ivate life	
1	.5,000 EUR	32.75 €			Daily allowance	25 EUR	50 EUR	
3	0,000 EUR	60.50 €			Annual premium	96 EUR	180 EUR	
1	.50,000 EUR	282.50 €		ı		l .		
5 - EFF	ECTIVE DATE AND DURATIO	N - PAYMENT OF PREMI	UMS					
Effective Expiry of		te mentioned above, at the e ww.ffvl.fr (secure site) by cre ent automatically by the syst <b>0, without automatic renew</b>	edit card: the tem. ral.	e covera	age is acquired when the member receives		confirmation mail.	
	CLARATIONS AND SIGNATU		d = l= = : : : : :		As the best of higher translation 19		tan daarda a car	
					to the best of his/her knowledge and it s ssion or incorrect declaration will lead to i			

Page | 14

as the FFVL Additional personal group insurance policy n°FR012444TT with general conditions, special clauses along with the insurance certificate, which form a

 $\underline{\hspace{1.5cm}} \text{declare having read and accept: the information notice present at the back of this document as well}$ 

Signature of the proposer:

for in articles L 113-8 (voiding of the policy) and L 113-9 (reduction in claims payment) of Insurance Code.

complete whole. These documents are available on www.ffvl.fr or on simple request.

Date:

I the undersigned

#### TOKIO MARINI HCC

### Information notice on Additional Personal accident insurance policy no. FR012444TT Purchased from TOKIO MARINE HCC

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

IMPORTANT INFORMATION: THIS INFORMATION BROCHURE IS ONLY INDICATIVE AND NOT EXHAUSTIVE. THE INSURED SHOULD KNOW THE CLAUSES, TERMS AND CONDITIONS, EXCLUSIONS AND LIMITS FOR COVERAGE 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

#### Article 1. Insured:

Any individual holding a valid license or a participation certificate from FFVL and who has purchased the policy, having already filled in the membership application for this coverage and paid the corresponding premium, performing or practicing a **statutory activity of FFVL** (aeronautical or "flying" activities or **ground or "non flying" activities**) at the time of the accident, on condition that he/she is a holder of qualifications and authorisations valid and necessary for flight or the activity performed.

#### The insured also gets a cover during his/her private life.

By extension, the insured also gets covered for accidents, where he/she is the **passenger of the aircraft** when it is under the aeronautical activities performed and defined above.

#### Article 2. Conditions for purchase

**PLEASE NOTE**: This additional cover can be purchased only if the Basic Personal Accident insurance & FFVL Repatriation Assistance" Package have also been purchased.

Coverage for the policy is granted to the insured who has a valid license or participation certificate from FFVL, irrespective of nationality and/or country of residence, who has attained an age of 16 years and is less than 75 years old. For insureds less than 18 years of age, the Death or Permanent Disability capital that can be purchased is limited to 30,000 EUR.

#### Article 3. Effective date of the cover

<u>General case</u>: The Additional Personal Accident insurance cover takes effect on the date on which the practitioner has paid for his/her FFVL license and also paid the corresponding insurance premium, <u>at the earliest from 1<sup>st</sup> January 2024, at 00H00.</u> It duly <u>expires on 31 December 2024, at 24H00.</u>

<u>Special case</u>: Additional Personal Accident insurance cover can be obtained in advance from <u>1st October 2023 at 00H00</u>:

- the new FFVL license holder
- or the old practitioners who have not yet got the license
- or the license holders who changed the license type at the time of renewal or who increase their coverage.

It duly expires on 31 December 2024, at 24H00.

#### Modalities for entry into force of the coverage:

- If the practitioner has paid for his/her FFVL and any related premiums for the chosen insurance covers by mail: the effective date of the cover(s) is determined by the stamp date of the Post, stamped on the mail with insurance and federal license application form or the date indicated by officer of the structure;
- If the practitioner has paid for his/her FFVL license and any related premiums for the chosen insurance cover(s) on line using the site <a href="www.ffvl.fr">www.ffvl.fr</a>, the coverage(s) take effect as soon as the automatic confirmation mail is received by the license holder or on the date when it is recorded on the FFVL subscription software.

#### Article 4. Termination of cover

The cover for the insurance policy end for the insured on 31 December subsequent to the date when the policy takes effect and in all cases:

- For death benefits: the day following the date on which he/she reaches his/her 90th birthday.
- For death benefits : the day following the date on which he/she reached his/her  $80^{\rm th}$  birthday.
- For Temporary work disability cover: the day following the day when he/she has attained the legal age for retirement and latest on the day next to the date he/she reached his/her 80 birthday.

#### Article 5. Risks covered

#### - In case of accidental death :

If the insured dies within 24 months after the accident\* the insurer will pay the capital mentioned in the insurance certificate to the Nominee(s) and selected during subscription.

The Beneficiaries, except when designated in holograph contrary to what was submitted to the Insurer, meant for this purpose will be:

- if the INSURED is married: his or her spouse who is not legally separated or divorced, failing that his or her children born or unborn, living or represented, failing that his or her heirs,
- if the INSURED is a signatory of a PACS, his/her partner, failing that his/her heirs,
- if the INSURED is a widow or divorced: his/her children, failing that his/her heirs.
- if the INSURED is unmarried: his/her heirs.

#### In case of permanent disability:

If, after an accident\*, the insured remains with permanent disability after healing of his/her injuries, the insurer will pay him allowance based on the sum ("sum ensured") mentioned on the insurance certificate and chosen at the time of membership for the case of total permanent disability, and reducible in case of permanent partial disability by applying this disability percentage defined in the policy disability scale to this sum (see the insurance contract for the contractual scale), on condition that this percentage of disability defined is greater than a deductible of 20% (when the disability percentage falls between 0% and 20%, no allowance is payable).

### In case of temporary work disability (covered reserved to non salaried workers LESS THAN 75 YEARS OF AGE):

If after an accident\*, the insured has to stop his/her professional activity temporarily and completely, the insurer pays him an allowance defined on the insurance certificate and chosen during membership, for each day for which a competent medical authority declares him unfit for work.

The payment of the allowance starts at the end of the deductible period; this deductible period is 15 days.

If the insured resumes his/her activity partially, the allowance is reduced to half and will be paid until he/she resumes his/her professional activity fully; any partial activity day will get counted for the allowance period mentioned in the insurance certificate as a complete work stop day.

If there is a relapse within three months after complete or partial resumption of the profession it is considered as a consequence of the same accident; in this case, the deductible is not applied a second time.

In all cases, payment of allowance stops at the end of a maximum period indicated in the insurance certificate (200 days), from the first day of initial cessation of work.

\*Accident: An unintentional bodily injury arising from sudden action of an external cause that was not due an intentional act of the insured or the nominee. By extension of this definition, the insurer covers illnesses which might be a consequence to this injury.

The following cannot be considered as an accident:

- Death, Permanent disability, temporary work disability resulting from the health condition of the insured, especially after cardio vascular or cerebro-vascular ailments, pathological dependence to psychoactive drugs including alcohol;
- Death, Permanent disability, Temporary work disability of a insured after a neuropsychic pathology;
- Temporary work disability and Permanent disability resulting from fibromyalgia disorder or any psychopathological, neuropsychic, asthenia-anxiety-depressive and other mental illnesses;
- The outcome of myocardial infraction, ruptured aneurysm, epileptic fit, cerebral emboli or brain haemorrhage;
- Outcome of medical acts (medical hazard)

#### Article 6. Activities guaranteed

The following professional and/or leisure activities are covered:

- Aeronautical activities: Free flight (paragliding, hang-gliding, speed riding), ULM sub classes 2A and 3A with auxiliary motor and powered paraglider (class 1 of microlight aircrafts ULM).
- "Ground" Activities: kite flying, kite surfing called KITE (with or without the support of board irrespective of the sliding surface: water, land or snow), catakite, solo buggy or with passengers, boomerang, stand up paddle.
- Private life : All activities other than:
- professional, including travel,
- or paid activities
- Any functions other than public and/or political or trade union.

Coverage is acquired when the insured boards or disembarks from aircraft or assemble or strip, also while travelling to or from the place where the insured

activity is performed, especially while accessing the take off site or return to landing sites irrespective of mode of travel used with regards to performing the insured activities.

#### Article 7. Territoriality

The cover is operable in the Worldwide.

### Article 8. Main exclusions (IMPORTANT : please refer to the policy for all the clauses)

The insurer does not cover the consequences of the following events:

- Accidents caused or triggered intentionally by the insured or by the beneficiary of the contract.
- The consequences of suicide or attempted suicide, an accident that happened when the insured was drunk or under influence of drugs, narcotics, tranquilisers not prescribed medically when the accident happened in this status or in this usage.
- The consequences of an accident that happened outside of the insured activities and defined in this policy.
- Accidents resulting from active participation of the insured in a fight except in case of legitimate defence, in a crime or intentional offence, in riots, protests, act of terrorism or sabotage.
- Outcomes, consequences, relapses of accident of disease prior to the effective date of the cover whether declared or not.
- Accidents resulting from performing an activity deliberately disregarding the applicable regulations.
- Use of a motorbike or side-car of with engine capacity greater than or equal to 125 cm3.
- Participation in competitions as an amateur involving use of a motorised land vehicle and their preparatory trials.
- participation in demonstrations of aerial aerobatics; Training for aerial acrobatics remains covered on condition that the regulation applicable to this activity is respected: flights performed with aircrafts certified for acrobatics, student accompanied by an instructor on the flight or duly authorised by an instructor to fly solo.
- When the insured is a professional test pilot except for free flight activities.
- Performing any sport in professional capacity, except training covered under the contract and relating to statutory activities of FFVL stipulated in the policy.

- Performing the following sports:boxing, karate and any combat sports, rugby, hockey, climbing, hunting and scuba diving with breathing apparatus, ski jumping water skiing, spring board, personal record and competitions.
- Activities of dry-tooling, ice climbing, trekking et long distance trekking.
- For Microlights : Accidents resulting from:
- a) using it for take off, landing or landing on water, on a terrain or a surface or a water body which should neither be open to public air traffic nor authorised by competent authority under current regulation, except in case of force majeure.
- using it for take off, landing or landing on water, on a terrain or a surface or a water body open to public air traffic or simply authorised outside the limits of use mentioned in the opening or authorisation text, except in case of force majeure;
- b) intentional use of the aircraft beyond the safety height limits provided by regulation in force except for special authorisations from competent authorities or except in fortuitous circumstances or force majeure,
- c) use of the aircraft beyond the weight and/or centre of gravity limits prescribed technically,  $\,$

However, cover will be provided for insureds who can provide proof that the violation of the restriction cannot be ascribed to them or they did not know about this nor authorised it.

- For KITING: accidents that happened due to use of a terrain, surface or a water body that is not authorised by competent authority under the current regulation, except in case of force majeure; nevertheless insureds who can prove that the violation of this restriction was not caused by them or that they did not know about this or authorised then they can get their claim.

#### Article 9. Claims processing

In case of claims or dispute, you can contact:
TOKIO MARINE HCC
6-8 boulevard Haussmann
CS 40064
75441 PARIS CEDEX 09
Or
reclamations@tmhcc.com



## FORM FOR PURCHASE OF EQUIPMENT RISK INSURANCE POLICY n°91602696 Purchased from HELVETIA Compagnie Suisse d'Assurances SA

If the owner of the equipment to be insured is an individual, these conditions are not applicable.

Please contact SAAM VERSPIEREN GROUP (ffvl@saam-assurance.com)

For acquiring the cover, please return this document filled-in and signed along with your payment to :  ${\sf FFVL-1} \ {\sf Place} \ {\sf du} \ {\sf Général} \ {\sf GOIRAN-06100} \ {\sf NICE}$ 

1 – DET/	AILS OF THE INSURED					
☐ Mr.	☐ Mrs.	. 🗆 Miss				
LAST NAM	ME	FII	FIRST NAME			
ADDRESS						
POSTAL C	CODE   _ _  CC	OMMUNE		COUNTRY		
TELEPHO	NE	E-MAIL ADDRESS				
PROFESSI	ON:		NATIONALITY :			
2 - SELE	CTION OF COVERAGE					
Scheme A	A : Damage to equipment caused	accidently, by fire, natural catastrophe, sto		rt professionals.		
	Capital assured	Flat fee Incl taxes - Scheme A		xes - Scheme B		
-	·		111111111111			
	from 0 to 1,000 € □ 62.50 € □ 125.0 from 1,001 to 2,000 € □ 93.75 € □ 150.0		5.00 € 0.00 €			
	from 2,001 to 3,000 €	☐ 125.00 €		7.50 €		
□ PA	RAGLIDING - HANG GLIDIN		er it is mandatory that yo		AND UP PADDLE	
□ Wing		□ Harness	z, mendon and na	□ Helmet :		
□ Emergency Parachute:		□ Flight suit :		□ Board :		
□ Gloves :		□ Special shoes:			□ Special glasses :	
□ Mountain board :		□ Snowboard :		□ Boomerang :		
□ Bar with lines :		□ Portable VHF radio :		□ Stand Up Paddle :		
□ Video	o Camera:	□ Spotter :		<u> </u>		
□ Elect	ronic Instruments (variometer, a	Itimeter, GPS, compass, Anemometer)				
□ Othe	r items to be declared:					
If yo wish	to modify the policy during the	year, we should be informed about it in w	vritina			
ii yo wisi	to mounty the policy during the	year, we should be informed about it in v	viitiiig.			
4 - EFFE	CTIVE DATE AND DURATION	- PAYMENT OF PREMIUMS				
This reture Expiry of	<ul> <li>Purchase online on www rn e-mail is sent automatically by the cover: 31/12/2024, 24h00, v payment: total payment is mand</li> </ul>	mentioned above, at the earliest, the posta v.ffvl.fr (secure site) by credit card: the cove the system. without automatic renewal.	erage is acquired when th	e member receives the	automatic confirmation mail.	
5 - DECI	LARATIONS AND SIGNATURE					
The unde	ersigned proposer declares that	the information provided above are corre	ct to the best of his/her	knowledge and it serv	es as basis for drawing up the	

The undersigned proposer declares that the information provided above are correct to the best of his/her knowledge and it serves as basis for drawing up the policy that he/she might purchase. Withholding or intentional false declaration, omission or incorrect declaration will lead to penalties as per the case provided for in articles L 113-8 (voiding of the policy) and L 113-9 (reduction in claims payment) of Insurance Code.

I the undersigned \_\_\_\_\_\_\_\_declare having read and accept: the information notice present at the back of this document as well as the FFVL EQUIPMENT RISK group insurance policy n°91602696 with general conditions of Helvetia Cargo Loisirs "HCL CG 092019", special conditions of Helvetia Cargo Loisirs, along with the insurance certificate, which form a complete set. These documents are available on www.ffvl.fr or on simple request.

I note that I shall obtain the coverage from the effective date mentioned on the membership application 2021/2022, on condition that the fee and the declared equipment have been paid up to 31 December 2024. I note that the copy of the invoice of the equipment will be required in case of claims.

Date

Signature of the proposer:



# INFORMATION NOTICE FOR EQUIPMENT RISK INSURANCE POLICY N°91602696 Purchased from HELVETIA Compagnie Suisse d'Assurances SA

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

IMPORTANT INFORMATION: THIS INFORMATION BROCHURE IS ONLY INDICATIVE AND NOT EXHAUSTIVE. THE INSURED SHOULD KNOW THE CLAUSES, TERMS AND CONDITIONS, EXCLUSIONS AND LIMITS FOR COVERAGE 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

#### Article 1. Insureds

The owner, an individual with FFVL license or member of SNMVL, with free flight equipment or Stand-Up Paddle or Boomerang or kite flying, subscribing to FFVL Equipment Risk policy, having declared his Equipment and paid the corresponding insurance fee.

#### Article 2. Purpose of the coverage

This purpose of this policy is to give the insured refund for accidental material damage to the Insured Equipment named in the subscription form, after an event that happened during the validity period of the policy, including during sports practice as well as during private automobile transport, to the extent of their insured value.

#### Article 3. Equipment insured

They are equipment denoted as per the subscription form. It is understood that the age of these Equipment does not exceed a maximum of five years.

### Article 4. <u>Effective date and duration of the contract with respect to the member</u>

#### Effect date and duration:

The policy comes into effect as per the modalities mentioned below, on payment of the applicable fee. It duly expires on 31 December 2024, at 24H00

#### Modalities for entry into force of the coverage:

- Membership by post sent to FFVL: the effective date is determined by the stamp date on the Post, stamped on the mail containing the membership subscription form or on the date indicated by the officer of the institution, along with payment of the corresponding fee;
- Membership on-line using the website <a href="www.ffvl.fr">www.ffvl.fr</a>: the cover takes effect as soon as the automatic confirmation mail is received by the member or on the date when it is recorded on the FFVL subscription software.

#### Article 5. Insurance schemes offered and deductibles

-  $\underline{\text{Scheme A}}$  : Damage to equipment caused accidently, by fire, natural catastrophe, storm, hail, snow.

Deductible per claim: 100 €, doubled during the 2<sup>nd</sup> claim on the same year

- <u>Scheme B:</u> Scheme A + theft with break-in or assault and loss while the equipment is given to transport professionals.

Deductible per claim: 100 €, except for theft: 20 % of the allowance amount; doubled for the 2<sup>nd</sup> claim during the same year

#### Article 6. Geographical zone of the coverage

Worldwide, excluding countries on embargo and/or in war.

#### Article 7. Mode of compensation

Replacement cost during the first year, then a flat obsolescence rate of 25 % per year, on presentation of the purchase invoice or any other document proving the existence, the age and the value of the equipment. Notwithstanding article 4.4, chapter 4 of General conditions of HCL CG 092019, proportional rule will not be applicable.

### Article 8. Main exclusions (IMPORTANT : please refer to the policy for all the clauses)

Damage and loss resulting from the following are excluded in all cases:

- from theft of all types under scheme A;
- theft other than by break-in or assault under scheme B;
- intentional actions of the insured, staff who accompany him, or with their complicity;

- direct or indirect effects of civilian or military radioactivity;
- acts or trading which are prohibited or illegal;
- civil war or foreign war if it is proven that the new of hostilities had reached the starting point of the travel;
- inherent defect;
- normal wear and tear or fault maintenance of the object insured consisting of scratches, lines, stains, peeling of whatever type;
- effects of light, slow oxidation, humidity or moisture;
- defect in manufacturing or installation and defect that was caused during maintenance work, repair work or restoration;
- actions committed by employees, the proposer or member of the family of the insured or with their complicity;
- a normal disappearance, or forgotten at some place whatever be that place;
- oversight, clear negligence on your part or not using anti theft devices;
- electrical or mechanical breakdown or malfunction;
- expect agreed otherwise, damages and losses resulting:
- from electrical fault (damage due to direct lightning is nevertheless covered);
- theft in an automobile used for private purposes by the insured, except for theft with forcible entry into the vehicle itself or the trunk locked with key and in case of assault;
- For camping;
- absence, lack or bad packaging and/or improper stowing during transport.

#### Article 9. Claims reporting

Your claims should be given in writing to FFVL withing 5 days of the incident:

- By post : FFVL 1 Place du Général GOIRAN 06100 NICE
- On the website of FFVL : www.ffvl.fr
- By email : sinistres@ffvl.fr

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

#### Article 10. Prescribed limitation period

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

#### Article 11. Jurisdiction rules

Any dispute between the insured and the insurer on the terms and conditions of application of one of the contract 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 12. Supervisory authority

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

#### Article 13. Claims processing

In case of claims or dispute, you can contact:

HELVETIA – Claims processing 25, quai Lamandé 76600 Le Havre