

This information notice is drafted under the obligations defined in Article L321-6 of the French Sports Code.

**IMPORTANT: THIS INFORMATION NOTICE IS PURELY INDICATIVE AND NON-EXHAUSTIVE. THE INSURED PARTY MUST TAKE COGNISANCE OF THE CLAUSES, CONDITIONS, EXCLUSIONS AND COVERAGE LIMITS STIPULATED IN EACH INSURANCE POLICY, AVAILABLE UPON SIMPLE REQUEST FROM THE FFVL ([licences@ffvl.fr](mailto:licences@ffvl.fr)) OR FROM SAAM VERSPIEREN GROUP ([ffvl@saam-assurance.com](mailto:ffvl@saam-assurance.com)) AND ON THE FFVL WEBSITE: [www.ffvl.fr](http://www.ffvl.fr)**

This notice is a FREE TRANSLATION only; original wording in French language applies.

## I – COMMON PROVISIONS OF BASIC THIRD-PARTY LIABILITY AND PERSONAL ACCIDENT COVERAGES

### Article 1. Definition

The "Journée Contact" participation ticket takes the form of a pre-paid slip by the following approved applicants:

- Any structure affiliated with the FFVL, i.e. in particular the "Free Flight Departmental Committees" ("CDVL") or regional leagues, labelled schools or schools with provisional status, a profitable organisation ("OBL") or organisation with provisional status, and more generally any sporting group, association or company formed under the terms provided by Section II of Book I of the French Sports Code (Articles L121-1 et seq.),
- Any individual licensed at the FFVL, or in particular any person that exercises, against payment, an activity falling under Section I of Book II of the French Sports Code (Article L212-1 et seq.), association twin-seater, professional twin-seater, professional instructor and student instructor.

Unlicensed practitioners participating in the "Journée Contact" are eligible for the "Journée Contact" Third-Party Liability and Personal Accident coverages as per the conditions that follow.

### Article 2. Insured parties

Any natural person holding a currently valid participation ticket with the FFVL participating in the "Journée Contact" organised by FFVL affiliates and not having a federal license, whatever their nationality and having his principal and habitual residence (appearing on its last income tax notice or last annual tax summary) in 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 in the European Union, is automatically insured for "Third-Party Liability" and "Basic Personal Accident" coverage under insurance contract FR00018150AV21A subscribed with XL INSURANCE COMPANY SE, for subscribed federal activities.

**Under the Third-Party Liability coverage related to sporting activities, the Insured Parties are considered to be third parties amongst themselves.**

### Article 3. Insured activities

■ Statutory **aeronautical or "flight"** activities approved and/or supervised by the FFVL are first insured, whatever the type of aircraft used (Paraglider, Hang glider or Speed riding) and especially:

- Supervised leisure activities involving free flight including all its flying disciplines and any activity approved or supervised by the FFVL with implementation of all the necessary means (including winch, simulator, towing, etc.),
- Ancillary or connected activities, especially recreational, sporting, educational, training on the ground or in flight, equipment trials, participation in sporting events, **EXCEPT FOR CASES WHERE SAID ACTIVITIES FALL WITHIN A SPECIFIC LAND OR MARITIME INSURANCE OBLIGATION THAT WOULD NOT BE COVERED BY THIS CONTRACT,**
- Learning, training and promotional flights while the flight activities approved by the FFVL are carried on,
- The use of towed wings, fixed or mobile winches and their cables used for the needs of towed flights, including when these winches are installed on boats or land motor vehicles, **it being understood that the exclusion referred to in point d) of Article 89 of the contract remains applicable;** winched practitioners must provide proof of a Civil Liability guarantee adapted to this activity valid in France,
- Activities ancillary to the insured flight allowing people to access flight sites and return from landing sites such as the use of ski lifts, skiing and mountain hiking,
- Twin-seat activity free of charge or against payment,
- Activities authorised by Article L212-1 of the French Sports Code.

■ **Statutory land-bound or "non-flight"** activities approved and/or supervised by the FFVL pertaining to Kite flying, Kiting (with or without sliding support whatever the sliding surface: water, land or snow, alone or with passengers) and Boomeranging are also insured, **EXCEPT FOR CASES WHERE SAID ACTIVITIES FALL WITHIN A SPECIFIC MARITIME INSURANCE COVERAGE THAT WOULD NOT BE COVERED BY THIS CONTRACT.** It is specified that the **wing foil** and the **tandem kitesurf** are disciplines approved by the FFVL. Wing foil practitioners hold one of the FFVL's kite licenses. Tandem kite surfers hold the FFVL tandem kitesurf

qualification and the kite practitioner license or the FFVL kite instructor license.

These sports in particular are insured:

- as supervised leisure activities,
- in the context of sports and/or nautical events,
- in the context of leadership, teaching and supervision of a "non-flight" free-flight activity of the FFVL,
- as part of training on the ground or in flight, as well as ancillary or connected activities, and in particular recreational, sports or educational activities, equipment trials, carried on in addition to the activities mentioned above.

### Arrangements common to insured activities

The activities are exercised in accordance with applicable regulations, especially the provisions of the French Sports Code.

The coverage applies both to the practice of "flying" aeronautical activities and "non-flight" land activities approved or organised by the FFVL, subject to the "Journée Contact" participation ticket regulations as well as the corresponding insurance coverage regulations.

Note that these "Journées Contact" may take place whatever the site of practice.

### Article 4. Effect and duration of coverage for participation ticket holders

The "Journée Contact" participation tickets and the corresponding basic Third-Party Liability and Personal Accident coverage may be subscribed from 1 October 2020 at 00h00. They automatically expire on 31 December 2021, at 24h00.

The "Journée Contact" participation ticket holder is provided with basic "Journée Contact" Third-Party Liability and Personal Accident coverage starting at the date on which they paid for their "Journée Contact" participation ticket as well as the "Journée Contact" Third-Party Liability and Personal Accident insurance premium, for a maximum of two consecutive days without the possibility of postponement.

The point at which the coverage for participation ticket holders takes effect is determined by the date applied to the bulletin by the head of the structure affiliated with the FFVL or the natural person licensed at the FFVL mentioned in Article 1 "Definition".

### Article 5. Application of coverage over time

The insurance shall be effective for accidents occurring during the insurance period.

### Article 6. Declaration of risks

#### **Upon contract subscription**

The Insured Party must declare all known information of which it is aware that will enable the Insurer to appreciate the risks it is taking on, in particular in any membership form.

#### **During the course of contract**

The Insured Party must declare by registered letter to the Insurer any change in any of the circumstances indicated in the insurance application and on its insurance certificate, in particular the aggravation of the risks incurred by the Insured Party in its professional or sporting activities, within fifteen days of that Party acquiring knowledge of that fact except in the case of *force majeure*.

In the event of aggravation of the risk during the course of the contract such that, if the new circumstances had been declared upon the signature of the contract the Insurer would not have taken out a contract or would have done so only for a higher premium, the Insurer may propose a new premium rate. If the Insured Party does not follow up on the Insurer's proposal or if it expressly refuses the new amount within thirty days from the proposal, the Insurer may cancel the contract at the end of this time period.

Sanctions:

ANY CONCEALMENT OR INTENTIONAL MISREPRESENTATION, AND ANY OMISSION OR INACCURATE DECLARATION SHALL ENTAIL THE APPLICATION OF THE SANCTIONS PROVIDED IN ARTICLES L113-8 (NULLITY OF THE CONTRACT) AND L113-9 (REDUCTION IN BENEFITS) OF THE FRENCH INSURANCE CODE, DEPENDING ON THE CASE.

### Article 7. Right of renunciation

**In the event of remote subscription** (by phone, letter or online) **of your contract** (Articles L.112-2-1 and R.112-4 of the French Insurance Code), you are informed that you have a right of renunciation equal to 14 full calendar days which takes effect from the day of the remote signature of the contract, without the need to provide the reason and without incurring penalties. The Insured Party which wishes

to exercise its right of renunciation under the aforementioned conditions shall send a registered letter with acknowledgment of receipt to the FFVL and may use the form letter below, duly filled out by it:

"I the undersigned Mr/Ms \_\_\_\_\_, residing at \_\_\_\_\_, waive my membership of the " Journée Contact" and my contract no. \_\_\_\_\_ subscribed with \_\_\_\_\_ on DD/MM/YYYY and request reimbursement of the sums due to me in accordance with Article L112-2-1 of the French Insurance Code.

I certify that, on the date of delivery of this letter, I have not been aware of any accident or claim whereby contract coverage is or may be activated since my acceptance of this offer. Date and signature".

Except in the event that contract coverage is activated, the amount of the premium paid shall be reimbursed by bank transfer only, within 30 days of receipt of the request along with the bank ID ("RIB").

#### **Article 8. Personal Data Protection**

Information concerning policyholders is used in accordance with the French "Informatique et Libertés " Act of January 6, 1978, the European General Data Protection Regulation – GDPR - of April 27, 2016 and the French Act of June 20, 2018 relating to the 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 are communicated exclusively to the services of the Insurer, and where applicable, to the agents of the latter, or professional organizations concerned by the contract. They are kept securely for the time necessary for the exercise of the purposes pursued, in compliance with the rules of legal prescription.

The insured may exercise his rights of access, rectification, opposition, erasure of information concerning him as well as his rights of limitation and portability in accordance with applicable regulations. All requests must be made to the FFVL at the following address:

1 Place du Général GOIRAN - 06100 NICE.

#### **Article 9. Declaration of claims**

**The original of "Journée Contact" coupon should be filled out and sent to the FFVL secretariat at 4 Rue de Suisse, 06000 Nice, via the hosting structure and, within five days of the accident, the accident should be declared to the FFVL using the electronic form available at the FFVL site: [http://federation.ffvl.fr/pages/declarer\\_accident](http://federation.ffvl.fr/pages/declarer_accident)**

Beyond this time period, the Insurer may refuse its coverage.

#### **Article 10. Legal limitation date**

Legal limitations are the time limit beyond which the contracting party may no longer have its rights recognised. All actions deriving from an insurance contract are limited to two years from the event giving rise to it (Article L114-1, Article L114-2 and Article L114-3 of the French Insurance Code).

#### **Article 11. Jurisdiction regulations**

Any dispute between the Insured Party and the Insurer about the conditions of application of one or more insurance contracts mentioned shall be subject to French law alone and shall fall within the exclusive jurisdiction of French courts.

#### **Article 12. Audit authority**

Insurance companies carrying the various insured risks are subject to the control of the French Prudential Supervision and Resolution Authority (ACPR) at 4 Place de Budapest –75436 Paris Cedex 09.

#### **Article 13. Processing of claims**

For claims or disputes, please apply to:

XL INSURANCE COMPANY SE

Secrétariat Général - Service Réclamations Clients

61 rue Mstislav Rostropovitch - 75832 Paris Cedex 17

## **II – SPORTS THIRD-PARTY LIABILITY COVERAGE**

#### **Article 14. Object and scope of the coverage**

This insurance covers the Insured Party by name against the pecuniary consequences of Third-Party Liability that may be incumbent upon it due to bodily injury, property damage including resultant loss of use, caused:

- to third parties,
- to transported passengers – including during landing and boarding, as the result of an accident:
  - occurring in the context of the Insured Activities carried on by the Insured Party,
  - related to the implementation of all means necessary to carry on these activities, such as the use of fixed or mobile modules for sporting purposes, fixed or mobile winches and their cables used for kiting purposes, including when these winches are used on motorised land vehicles or boats.

The cover is extended to loss and damage to the clothing worn by passengers. Personal effects are not covered.

**The third-party liabilities defined above are covered in the context and limits of the laws and conventions in effect on the day of the accident.**

**Coverage is granted for RISKS OF WAR AND SIMILAR PERILS (AVN52E).**

**Coverage is granted to the spouse, ascendants, and descendants of the Insured Party responsible for the accident when they are transported, only for the bodily damages personally sustained by it.**

**It is agreed that the Insurer cannot require that the coverage be subject to delivery of a transport ticket to passengers, regardless of whether the flight is remunerated.**

#### **Extension of coverage: Third-Party Admitted Liability**

The sole purpose of this extension of coverage is the reparation of the bodily harm sustained by persons on board not responsible for the accident, including:

- the Insured Party,
- the spouse, ascendants and descendants of the Insured Party,
- the employees of the Insured Party.

Crew members are not eligible for this coverage. These are the pilots, co-pilots and instructors, who teach them as they perform their onboard duties. Students and student pilots accompanied by an instructor or teacher are not considered to be crew members or during any duly authorised free flight.

The Insurer shall be liable only up to the amount per transported person set in the "COVERAGE AMOUNTS" section.

#### **Coverage extension: Advance on emergency care costs with regard to passengers**

As an advance payment on any compensation subsequently allocated to passengers who are victims or their dependents, the Insurer shall reimburse emergency care expenses they have had to pay, and immediately following any paying or insurance organization as a result of an accident.

Payment is conditional upon:

- passenger status: persons on board, except crew members, who are the pilot, co-pilot, student pilot alone on board, instructor, and the mechanic performing their onboard duties; students or student pilots accompanied by an instructor or during any duly authorised free flight are covered,
- the nature of costs incurred: costs of searches (tracking operations) made by emergency organisations, sanitary transport costs if the victim's status calls for medical care that cannot be given on site, costs of medical treatment in addition to the services provided by a mandatory system and any other group benefit plan,
- the surrender of corresponding supporting documents,
- the amount set in the "COVERAGE AMOUNTS" section.

The payment of this advance is not recognition of liability by the Insured Party and must not be considered as recognition of eligibility for the corresponding THIRD-PARTY LIABILITY coverage.

The advance may be deducted from any compensation that might later be allocated to the passengers who are victims or their dependents. It is not reimbursable, except when it is proven thereafter that the passenger concerned caused or contributed to the damage, or that the person to whom this advance was paid is not eligible for the coverage.

#### **Article 15. Coverage amounts**

**€2,500,000 per claim**, all damages taken into account, including:

- Third-Party Admitted Liability extension for passengers (bodily damages), limited to **€115,000** (one hundred and fifteen thousand euros) **per person transported**,
- emergency care advance extension for passengers, limited to **€10,000** (ten thousand euros) **per person transported**,
- risks related to acts of war and terrorism.

#### **Article 16. Deductible**

In the event of property damage: deductible of €350 per claim. In the event of the death of the Insured Party and/or of the passenger, no deductible shall be applied.

#### **Article 17. Geographical limits**

**ENTIRE WORLD, excluding the United States of America and Canada and countries under United Nations and European Union embargo.**

#### **Article 18. Main Exclusions (IMPORTANT: refer to contract for all clauses)**

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

- A. RESULTING FROM THE INTENTIONAL FAULT OF THE INSURED PARTY OR CAUSED AT ITS INSTIGATION OR RESULTING FROM ITS INVOLVEMENT IN A MISDEMEANOUR OR CRIME, REGARDLESS OF WHETHER IT CONSTITUTES A DELIBERATE BREACH OF APPLICABLE REGULATIONS, IN PARTICULAR THAT LAID DOWN BY THE FFVL (FRENCH FREE FLIGHT GENERATION) IN DIRECT RELATION WITH THE DAMAGE. The managerial staff to which the Insured Party has delegated all decisional powers in managing the entity is likened to the Insured Party. The risks remain covered in the event of any fault on the part of the Insured Party's other agents. This provision does not breach the otherwise applicable coverage conditions and exclusions of this contract;**

- B. RESULTING FROM ITS CAPACITY OF ORGANISER OF AIR SHOWS AS DEFINED BY THE DECISION OF 4 APRIL 1996 (covered in Chapter IV of the contract);
- C. RESULTING FROM ITS CAPACITY OF MANAGER OF AIRFIELDS AND PRACTICE SITES AND SPACES;
- D. CAUSED TO BUILDINGS, TO PROPERTIES INCLUDING AIRCRAFT AND SPORTS EQUIPMENT, 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 THE PECUNIARY CONSEQUENCES OF THE LIABILITY THAT THE INSURED PARTY MAY INCUR OWING TO FIRE OR EXPLOSION DAMAGE CAUSED TO A BUILDING IN WHICH THE AIRCRAFT IS PARKED;
- E. THAT TWO OR MORE AIRCRAFT BELONGING TO THE SAME INSURED STRUCTURE HAVE CAUSED TO EACH OTHER. The damages that a pilot with Natural Person Third-Party Liability coverage has caused to an aircraft other than the one in their custody are still covered, however, as long as their Civil Liability is involved;
- F. CAUSED TO EQUIPMENT USED TO CARRY ON THE INSURED ACTIVITIES. Material damage to equipment used for sporting activities as part of the Insured Activities and resulting from the Third-Party Liability of one Insured Party toward another is still covered, however;
- G. CAUSED TO THE PERSONAL EFFECTS AND BAGGAGE OF THE PASSENGERS OR MERCHANDISE TRANSPORTED ON BOARD THE AIRCRAFT, CATAKITE OR BUGGY KITE;
- H. NON-CONSECUTIVE DAMAGES;
- I. CAUSED BY THE USE OF MOTORISED LAND VEHICLES, TRAILERS AND SEMI-TRAILERS WHICH THE INSURED PARTY OR ANY PERSON FOR WHOM IT IS LEGALLY LIABLE OWNS OR HAS CUSTODY OVER AND FOR WHICH THIRD-PARTY AUTOMOBILE INSURANCE IS MANDATORY PURSUANT TO THE ACT OF 27 FEBRUARY 1958 (ARTICLE L.211-1 OF THE FRENCH INSURANCE CODE); THIS CONTRACT COVERAGES APPLIES IN ADDITION TO THE OBLIGATIONS DETERMINED BY THIS ACT.

IT IS STIPULATED THAT, IN THE CONTEXT OF TOWED FLIGHTS, DAMAGES INCURRED BY MOTORISED LAND TOW VEHICLES ARE THEMSELVES EXCLUDED.

### III – BASIC INDIVIDUAL ACCIDENT COVERAGE RELATED TO SPORTING ACTIVITIES

#### Article 19. Purpose of the coverage

The purpose of this coverage is to grant the person defined hereafter payment of the compensation mentioned and under the following terms, in the event of an accident of which they could be a victim during the course of the activities subscribed.

#### Article 20. Coverage and amounts

■ **Death:** In the event of the death of the Insured Party occurring immediately or within a maximum of twenty-four (24) months following an insured accident, a **death benefit of €10,000** shall be paid to the beneficiaries as per the following contractual clause:

- to the spouse, who is not divorced or legally separated,
- otherwise, to the partner bound to the Insured Party under a "Civil Solidarity Pact" (PACS),
- otherwise, to the descendants, in equal shares amongst them, the share of the pre-deceased reverting to their direct descendants, or otherwise, descendants of the pre-deceased, to their surviving brothers and sisters, in equal shares amongst them,
- otherwise, to the mother and father, in equal shares amongst them, or otherwise, to the survivor, in its entirety,
- otherwise, to the heirs in the order of succession.

The Insured Party may name any beneficiary of their choice at any time, in a handwritten, dated and signed declaration to the Insurer via the FFVL, excluding a banking institution or similar entity. Unless otherwise provided by any valid special provisions on the day of death, the benefit shall be paid in accordance with the above contractual clause.

■ **Permanent disability:** In the event of permanent total or partial disability of the Insured Party, subsequent to the insured accident, the Insurer shall pay it lump-sum compensation on the basis of a **€10,000** benefit multiplied by the disability

rate of the Insured Party determined upon consolidation of its health status by reference to the contractual schedule and by the rate defined in the compensation schedule below; the disability rate must be above 10%:

- From 0 to 10%:	No compensation due (deductible)
- From 11 to 50%:	Base capital * PD rate
- From 51 to 100%:	Base capital * 2 * PD rate

■ **Medical treatment costs:** In the event of **medical treatment**, the Insured Party shall be reimbursed for medical treatment costs in addition to or in the absence of the services paid by Social Security and/or complementary organisations, **with a maximum of €1,000 per claim**, but limited to **€300 per tooth for dental costs**.

The warranty does not cover:

- the flat-rate contribution of € 1 charged to consultations and medical or biological acts or equivalent;
- the reduction in the reimbursement rate applied by Health Insurance scheme (Social Security) since January 1, 2006 on reimbursement for procedures performed without prior consultation with the attending physician (failure to follow the course of treatment);
- the excess on authorized fee overruns, which will most often amount to € 8 in the event of non-compliance with the course of treatment.
- medical deductibles: € 0.50 for each box of drugs prescribed by their doctor; € 0.50 for any paramedical act (physiotherapy, nursing care, etc.); € 2 for each medical transport, by ambulance or taxi for patients who cannot travel by themselves.

■ **Sports therapy costs:** The Insurer shall reimburse the Insured Party for its physiotherapy limited to **€4,500 per claim per year** in a centre specialised in sports traumatology, medically prescribed pursuant to an insured accident, as long as the time spent in this centre has been prescribed by a doctor who may be chosen by the Insurer.

Remaining costs incurred by the insured party are reimbursed after any reimbursements from Social Security and/or complementary organisations have been used up. Hydrotherapy is excluded from contract coverage.

■ **Search costs:** Search cost coverage in the context of an insured claim underwrites the reimbursement of expenses following operations to locate the Insured victim, resulting from operations carried out by public or private emergency organisations to find them in a place having no emergency facilities other than those brought by the rescuers, and **at a rate of €7,500 per claim**.

This coverage is limited to operations for locating the victim in the supposed region of activity and therefore cannot be likened to a service for the complementary payment of medical, surgical, pharmaceutical or hospitalisation costs, nor repatriation or transport of a body in the event of death.

#### Article 21. Geographical limits:

ENTIRE WORLD except countries under United Nations or European Union embargo.

#### Article 22. Main Exclusions (IMPORTANT: Refer to contract for all clauses).

Are excluded:

- accidents caused or provoked by an epileptic seizure or delirium tremens, subarachnoid haemorrhage, aneurysm rupture or cerebral embolism, an illness of the Insured Party or a myocardial infarction of the Insured Party;
- the consequences of the suicide or attempted suicide of the Insured Party, regardless of whether this suicide or attempted suicide qualifies as conscious or not;
- accidents caused or provoked by the active participation of the Insured Party in riots, popular movements, strikes, lock-outs, acts of terrorism, aircraft hijacking, terrorist attacks or sabotage;
- accidents arising during the course of an activity which deliberately fails to comply with applicable regulations;
- for Kite Surfing: accidents arising from the use of an area of land, a surface or a body of water that is not permitted by the competent authority under current regulations, except in the case of *force majeure*. However, those insured parties which can prove that such breach of this prohibition is not attributable to them or that they had not been aware of or authorised it, are eligible for this coverage.

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