



## AIR COURTAGE ASSURANCES

### NOVSPACE

### SUMMARY OF THE INSURANCE POLICY N° P026777/01 ALLIED WORLD ASSURANCE COMPANY (EUROPE)

**To be used for information purposes only.**

**the original French language policy wording prevails in all cases.**

#### ARTICLE 1 – DEFINITION

**ACCIDENT** Any unintentional bodily impairment of which an Insured is the victim and arising from the sudden and unexpected action of an external cause and all the pathological manifestations that are the direct consequence of such bodily impairment, subject to the exclusions listed below.

- The following shall be deemed equivalent to accidents:

- Disorders caused directly by an insured accident, excluding any disorder resulting from human intervention after an insured accident.
- Poisoning and bodily impairment due to the unintentional consumption of toxic or corrosive substances.
- Asphyxia due to the unexpected action of gases or vapours.
- Drowning and infectious diseases as a consequence of falling into water or an infected liquid.
- Frostbite, heat stroke, sunstroke as well as starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood.

**The following shall not be deemed to be accidents: epileptic fit, aneurism breach, myocardial infarction, cerebral embolism and haemorrhage meningeal.**

**TERRORISM ACT:** any violent action against the population.

**ASSAULT:** any attack against physical integrity of the Insured.

**ASSISTANCE COMPANY :** VAN AMEYDE - 1 Rue Francois Jacob

- CS 40034 - 92508 Rueil Malmaison Cedex- France

**INSURED:** Persons named in the Particular Conditions, on whom the risk is based.

**INSURER: Allied World Assurance Company (Europe) Limited** 19th Floor, 20 Street - London EC3M 3BY- UK

**ATTACK:** any action meant to damage someone's goods or threaten someone's life.

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**BENEFICIAIRY:** the person(s) that receives from the Insurer the sums owed in respect of the loss insured.

In the event of the Insured's death, unless another person has been named by the Insured by recorded-delivery letter with acknowledgement receipt sent to the Insurer at the time or subsequently of the taking up of the insurance contract, as the beneficiary, the sum owed shall be paid to:

- the Insured Spouse, neither divorced nor legally separated
- Failing whom, his/her children born or to be born, living or represented
- Failing whom, his/her heir/heirress

**Any person who deliberately caused the accident shall not benefit from the insurance.**

**COMA:** partial or total loss of consciousness, in particular consequently to cranial trauma, that prevents the Insured from establishing any receptive and expressive communication with his/her surroundings. This coma, medically certified, should be the consequence of an accident covered.

### **SPOUSE:**

- Person bound by marriage to the Insured and not legally separated.
- The concubine/de facto spouse: the person living as husband and wife with the Insured, since no less than 6 months, and in a similar community of interest as a married couple
- The co-signer of a PACS (Civil Solidarity Convention) with the Insured

**FORFEITURE:** Loss of entitlement to the sums provided for in the policy through the Insured's failure to meet certain obligations that are imposed on him/her.

**DEPENDANT CHILDREN:** legitimate or natural/illegitimate child, legally recognised child or foster child shall be deemed as dependant only in the following cases:

- If they are under 21 years old
- If they are over 21 years old but less than 25 years old and continue their studies (scholarship certificate shall be provided). Income or remunerations annually perceived by them shall be less than the minimum taxable income under the French Physical Person Income Tax.
- If they are disabled (in no state to provide for their own needs, whichever age they are)
- If they have been conceived viable born in the 300 days following the accident that has caused the death of the Insured.

**CIVIL WAR:** opposition between two factions of the same nation or opposition between a part of the population and the established order.

**FOREIGN WAR:** any state of armed conflict between two or several States with or without formal declaration.

Any illegal detention of a person and obtained by force, in a secret place, by one or several people belonging to political, religious or ideological organisations or small groups.

Impossibility for a person to complete its professional duties or to return to his/her home, consequently to the loss of his/her freedom of movement imposed by a governmental authority in violation of the "Human Rights Convention".

**LOSS:** any event that leads to the effectuation of the contract guarantees.

**POLICYHOLDER:** The corporate entity or individual who takes out the policy for the benefit of a category of persons defined in the Particular Conditions and who undertakes to pay the premiums.

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### ARTICLE 2 – GENERAL EXCLUSIONS

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The insurance shall not cover losses:

- caused or brought about intentionally by the Insured;
- due to driving in a state of inebriation when the level of alcohol in the blood is equal to or greater than that legally permitted in the country where the Accident took place;
- due to use by the Insured of drugs, narcotics or tranquillisers not prescribed medically; or due to driving any type of motorised vehicles when the Insured is under the hold of those drugs, narcotics or tranquillisers prescribed medically when the driving of any type of motorised vehicles is forbidden by the medical instructions. .
- caused by the suicide or attempted suicide of the Insured;
- resulting from an attack of epilepsy, the rupture of an aneurysm, myocardial infarction, cerebral embolism or meningeal haemorrhage;
- resulting from the Insured's participation in bets of all kinds (except sport competitions), brawls (except in the case of self-defence) or crimes;
- resulting from practising a sport as a professional or even participating as an amateur, in races involving motor vehicles or record attempts;
- resulting from the use, as a pilot, of any kind of aircraft making it possible to travel through the air or practising any kind of aerial sports
- resulting from practising hang-gliding, parachuting, paragliding or microlighting;
- caused by foreign war if the Extension for WAR RISKS has not been taken out under the conditions "Article 5: Extension to War Risks Guarantee"; the Insured or the Beneficiary must prove that the loss is the result of a different event;
- caused by civil war if the Extension for WAR RISKS has not been taken out under the conditions "Article 5: Extension to War Risks Guarantee"; it shall be for the Insurer to prove that the loss results from this event;
- due to the effects of any kind of modification of the atomic structure of matter or the artificial acceleration of atomic particles or indeed due to radiation emanating from radio-isotopes.

### ARTICLE 3 – CESSATION OF COVERAGE

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Coverage shall cease for an Insured:

- on the date on which the policy is cancelled;
- on the date on which the Insured ceases to be part of the insured group
- on the renewal date following the date on which the Insured reaches the age of 80 years or, if applicable, on the renewal date of the year during which the Insured reaches the minimum age required to assert his/her rights to an old age pension if this minimum age is higher than 70 years.

### ARTICLE 4 – OBJECT OF THE POLICY

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#### IN THE EVENT OF THE INSURED'S DEATH

When an Insured is the victim of an Accident and dies from its consequence within 24 months from its occurrence, the Insurer shall pay the beneficiary the sum specified in the Particular Conditions.

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### DISAPPEARANCE

If the Insured's body is not found following an aviation accident, a shipwreck, the destruction of a means of public transport or the disappearance of a means of public transport used by the Insured, then the Insured shall be presumed to have died from the consequences of this event at the expiry of a period of **one year** from the day of the accident.

The benefit may be paid on presentation of declaration of death.

However, if it can be proved, after the benefit has been paid to the Beneficiary and whenever it is, that the Insured is still alive, the full amount paid shall be restored to the Insurer.

### IN THE EVENT OF PERMANENT DISABLEMENT

If the Insured is the victim of an Accident and it is established that he/she has been left disabled as a consequence, partially or totally, the Insured shall pay the Insured the sum obtained by multiplying the amount specified in the Particular Conditions by disablement rate on the scale set out in the Particular Conditions.

The degree of disablement is fixed as soon as there is a consolidation of the Insured's condition and no later than the expiry of a period of **three years** after the date of the accident.

For cases of disablement not specified on the scale, the rates shall be fixed by comparing their seriousness with the cases listed on the scale.

The anatomical loss of limbs or organs whose functions had already been lost prior to the Accident cannot give rise to indemnity.

Injuries or damages to limbs or organs already disabled or damaged prior to the Accident shall only be indemnified by the difference between their conditions before and after the Accident.

The assessment of injuries to a limb or organ cannot be influenced by the pre-existing state of disablement of another limb or organ.

If several limbs or organs are affected by the same Accident the rates of disablement shall be accumulated but cannot exceed 100%.

In the event of accidental death before consolidation of the disablement, only the benefit specified in the case of death shall be paid, less any sums which may have been advanced in respect of disablement.

**There shall be no accumulation of death and disablement benefits if they results from the same Accident.**

### ATTENTION :

**\* If the insured is older than 70 years old on the first day of the campaign, the cover will be limited to total permanent disability (no payment in case of partial permanent disability).**

### IN THE EVENT OF COMA

When the Insured is victim of an accident covered and when it is medically certified that he/she has been in coma for more than **ten (10) consecutive days**, the Insurer pays to the Insured an indemnity of **seventy five euros (EUR 75)** per day of Coma and during a period that shall not exceed **three hundred and sixty-five (365) days**.

### FAMILY SUPPORT IN CASE OF THE INSURED'S ACCIDENTAL DEATH

#### PSYCHOLOGICAL ASSISTANCE

VAN AMEYDE provides the Insured's spouse and/or his/her Dependant Children with a psychological support.

The expert provides the Insured's heirs, under complete confidentiality, a medical and psychological support in order to help them to cope with the distress arising from the event.

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The expert identifies the concerns, sizes up the degree of emergency of the needs, provides the Insured's heirs with active psychological support and delineates the appropriate plan of action.

During the evaluation period, the expert turns his interlocutors towards different methods of coverage and treatment or even resolution.

### **ADVICE AND INFORMATION ABOUT ADMINISTRATIVE STEPS AFTER IN CASE OF THE INSURED'S ACCIDENTAL DEATH**

VAN AMEYDE gives the Insured's Spouse and/or his/her Dependent children advice in regards with the administrative steps to take.

Those advice and information are relating to:

- bank account
- Employer, Social Employment Organization Scholar establishment
- Social funds (disease and or old age pension, health insurance...) regarding rights devolution
- Insurance (car, home, liability...)
- Inheritance (notary)
- Credit organism
- Subscription and services (water, gas, electricity, phone, television)
- Tax (including car registration document)

**Regarding those guarantees, VAN AMEYDE will only and strictly provide a service in Metropolitan France.**

### **HOME SETTLEMENT**

In the event of a disability rate over **thirty-three percent**, resulting from a covered accident, the insurer shall pay **fifteen percent** of the capital guaranteed, limited to a maximum of **fifteen thousand Euros (EUR 15 000)**.

This extra capital will only be paid to the victim:

- upon presentation of the Insured's main house settlement bills, regarding the reorganisation of the Insured's house according to his/her disability.

#### **AN D**

- If this reorganisation has been advised by VAN AMEYDE according to the dispositions of the following guarantee.

### **INFORMATION SERVICE ABOUT DISABILITY HANDLING AND ASSISTANCE TO READJUSTMENT TO DAY TO DAY LIFE**

In the event of disability over **thirty-three percent**, resulting from a covered accident, VAN AMEYDE organizes the mission of occupational therapists and professionals of home settlement in case of disability. Their mission will be to assess the need to reorganise the Insured's house in regard with his/her disability and to recommend medical equipments and/or prosthesis.

### **INFORMATION SERVICE ABOUT DISABILITY HANDLING:**

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- Information about social organisms, rights devolution
- Information about medical and hospital expenses refund
- Information about sick pay, procedure to go through with employer
- Information about disability pension and annuity
- Information about family social organism, social care
- Information about helpful phone lines in France
- Information about various associations

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- Information about how to get in touch with occupational therapist
- Information about how to get in touch with professionals of home settlement

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### PSYCHOLOGICAL ASSISTANCE

In the event of the Insured's death, permanent disability or bodily damages resulting from an assault, a terrorism act or an attack, consecutively to a covered event, the Insurer shall reimbursed psychologist consultation fees, up to **two thousand Euros (2 000 €) per loss**.

This refund shall be made to the benefice of:

- the beneficiary, in case of the Insured's Death
- the insured in any other cases

### COVERAGE FOR MATERIAL DAMAGES TO PERSONAL THINGS

In the event of material damages to personal things resulting from an assault, a terrorism act, an attack or a car accident, the Insurer shall indemnify the insured up to **one thousand Euros (EUR 1 000)** for the replacement of his/her personal things destroyed during the accident, upon presentation of receipts.

**Shall be considered as personal things the clothes the insured usually wears.**

### EXCLUSIONS SPECIFIC TO MATERIAL DAMAGES TO PERSONAL THINGS GUARANTEE:

Are excluded from the guarantee:

- any other accidents than those resulting from an assault, a terrorism act or an attack
- Optical, dental or others prosthesis, spectacles, lenses
- mobile phone
- audio- visual devices, cameras, video or hi-fi devices
- expenses that can be indemnified under another insurance policy or when an indemnity is already being paid to the Insured or the policyholder

## ARTICLE 5 – EXTENSION TO WAR RISKS

Consequences of War risks, in the countries mentioned in the Particular Conditions can be covered by the Insurer upon extra premium. This Extension shall be granted temporarily or annually, the Insurer keeping the right to limit the sums covered.

**Only Accidental Death and Permanent disability guarantees are concerned by this extension.**

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### ARTICLE 6 – DECLARATION, INFORMATION TO PROVIDE, LOSS INDEMNITY

#### **GENERAL EXCLUSION:**

Are excluded all losses unreported to the Insurer within thirty workable days from the day the loss is known, unless hardship or fortuitous event.

The insured that intentionally, provides false documents or uses false or denatured documents with the intention to deceive the Insurer, loses any rights to be guaranteed for the loss at hand.

Any useful steps shall be taken without delay to limit the consequences of the accident and to hasten the Insured's recovery. The Insured shall accept any medical care required by his/her condition.

The Insurer's Doctor shall have free access to the Insured so as to assess his condition.

The Insured agrees that all medical information regarding his/her state of health shall be communicated to the Insurer's doctor.

Any unjustified refusal to comply with this control, after being given formal notice by recorded-delivery letter with acknowledgement receipt, will lead to denial of coverage.

In case of unreported loss during the period stated above and in the event that the Insurer sustains as a consequence a loss, the Insured shall be denied the right to be guaranteed.

#### **INFORMATION TO PROVIDE:**

**FOR ANY GUARANTEES:** the policy number.

#### **IN CASE OF ACCIDENTAL DEATH AND DISABILITY:**

- Written declaration describing circumstances of the accident, witness names and if necessary, details on authority intervened.
- Medical certificate describing the Insured injuries in case of disability
- Medical certificate describing cause of the death
- Birth certificate of the children and tax declaration proving that they are dependant of the Insured.
- Insured's death certificate
- Documents establishing the capacity of the beneficiary in case of the Insured's death, name and address of the notary in charge of the inheritance.

#### **IN CASE OF ACCIDENTAL COMA:**

- Medical certificate establishing the continuous condition of coma.

#### **IN CASE OF HOME SETTLEMENT:**

- - The lists of advice given by VAN AMEYDE regarding the reorganisation of the Insured's House according to his/her disability
- receipts relating to the settlements made

#### **PSYCHOLOGICAL ASSISTANCE:**

- Copy of the Doctor and/or psychologist consultations fees
- Family record book to prove the first degree familial link with the Insured

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### COVERAGE OF MATERIAL DAMAGES TO PERSONAL THINGS:

The Insured shall give the Insurer any receipt in order to check or estimate the damages (picture, bill) and any other document the Insurer may need and ask for.

### ARTICLE 7– POLICYHOLDER OBLIGATIONS

#### DECLARATION OF THE RISK

The Policyholder must accurately declare all aspects known to him/her and which may enable the Insurer to assess the risk that it is covering and which are specified in the Particular Conditions.

To this end, the Policyholder undertakes, if applicable, to ensure that each Insured completes the declaration or questionnaires referred to in the Particular Conditions, should the Insurer request it.

#### DECLARATION OF ALTERATION IN THE RISK

The Policyholder must declare to the Insurer any worsening of the criteria for assessing the risk covered by the Insurer.

Should the alteration constitute an increase in risk such that if the new state of affairs had existed at the time that the policy was taken out, the Insurer would not have accepted liability or would only have done so in return for a higher premium, the Insurer may propose a new premium. If the Policyholder takes no action concerning this proposal or if it rejects this new amount, the Insurer can cancel the policy at the end of a period thirty days from this proposal, provided that it has informed the Policyholder of this option, by highlighting in the proposal letter.

**Any non-disclosure, fraudulent misrepresentation, omission or inaccurate declaration of these aspects shall be penalised, even if they are without effect on the loss, according to the conditions specified by articles L113-8 and L113-9 of the French Insurance Code:**

- In the event of dishonesty, by the policy rendered null and void;
- If dishonesty is not established, by a reduction in the indemnity on the basis of the premiums paid in relation to the premium which would have been payable if the risks had been accurately and completely declared;

#### PAYMENT OF PREMIUM:

The annual premium or, in the event of payment by instalments, the premium instalment and policy charges the amount of which is stated in the Particular Conditions as well as the taxes, are payable in advance on the agreed dates. Should a premium (or premium instalment) fail to be paid within **ten days** of its due date, the Insurer, irrespective of its right to seek the performance of the policy through the courts, shall be entitled to send the Policyholder, at its last known address, a recorded-delivery letter with acknowledgement of receipt, by way of formal notice. Upon expiry of a period of **30 days** from this formal notice, coverage shall be suspended.

In the event of non-payment of a premium or premium instalment, the Insurer shall be entitled to cancel the policy **ten days** after the expiry of the **thirty-day period** specified in the preceding paragraph.

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This cancellation and this new period of ten days should appear either in the first letter giving formal notice or in a further recorded-delivery letter.

If the annual premium is payable in several instalments, failure to pay a premium instalment at the specified due date shall lead to all the outstanding premium instalments in respect of the current insurance year becoming due;

### ARTICLE 8– CANCELLATION OF POLICY

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The Policy may be cancelled

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- **By the Policyholder or the Insurer**
  - Each year, at the annual renewal date, by recorded-delivery letter with acknowledgment of receipt, giving at least **two months' notice**.
- **By the Policyholder**
  - Should the worsening circumstances mentioned in the policy disappear and if the Insurer refuses to reduce the premium accordingly within a period of **10 days** after a claim made by the Policyholder, by recorded-delivery letter.
  - In the event of a rate increase, the Policyholder shall be entitled to cancel its policy within 15 days following the date on which it becomes aware of this increase and the cancellation shall take effect upon expiry of **a period of thirty days** after it has notified the Insurer.

The cancellation shall take effect upon expiry of a period of thirty days after it has been notified to the Insurer.

- **By the Insurer:**
  - In the event of non-payment of premiums within the period specified in the General Conditions.
  - In the event of an increased in the risk, if the Policyholder does not accept the new premium proposed by the Insurer within the period specified in Article 7  
**DECLARATION OF ALTERATION IN THE RISK.**
  - In the event of omission or inaccuracy in the declaration of risk, cancellation shall take place upon expiry of a period of thirty days after the Policyholder is notified of this by the Insurer, by recorded-delivery letter with acknowledgment of receipt.
- **Automatically :**
  - In the event of the complete withdrawal of the Insurer's approval.

Cancellation of the policy by either of the parties must be notified to the other by recorded-delivery letter sent to its last known address at least **two months** prior to the renewal date.

In the event of cancellation during a policy period, the portion of premium for the remaining period shall be refunded to the Insured if it was paid in advance. However, this portion of premium shall be retained by the Insurer if the policy was cancelled for non-payment of premium.

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### ARTICLE 9– MISCELLANEOUS PROVISIONS

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#### EXPERT EVALUATION IN THE EVENT OF A DISAGREEMENT

If there is a disagreement of a medical nature, each party shall appoint a doctor.

If these doctors cannot reach an agreement, they shall take on a third doctor in order to reach a final decision.

Should one of the parties fail to appoint a doctor or if the doctors representing the parties do not agree on the choice of the third doctor, the appointment shall be made by the President of the High Court of the Insured's official place of residence.

Each party shall bear the fees and costs of the doctor whom it has appointed; those of the third doctor shall be shared equally between the parties.

If the consequences of the loss are worsened by the refusal or failure by the Insured to undergo medical treatment necessitated by his/her condition, the benefit shall be determined according to the consequences that the same loss would have had in a person having undergone appropriate medical treatment.

#### TIME-BAR

In accordance with articles L.114-1 and L.114-2 of the Insurance Code, all the actions deriving from the present policy shall be time-barred, that is, they can no longer be brought two years after the event giving rise to them.

However, this period shall only commence:

- in the event of non-disclosure, omission, misrepresentation or inaccuracy concerning the known risk, from the date on which the Insurer becomes aware of same;
- in the event of loss, from the date on which the Beneficiaries become aware of same, if they can prove that they did not know about it until then.

The time-bar shall be increased to **ten years** in the case of cover against Accidents affecting persons, where the Beneficiaries are the assignees of the deceased Insured.

#### SUBROGATION

The Insurer is entitled to enforce the Insured and Policyholder's rights, up to the limit of the sums paid to the Insured, against any person liable for the loss, in compliance with article L121-12 of the Insurance Code.

Equally, where a part or all services rendered under this policy are totally or partially covered by another insurance policy, medical social organism, the French Social Security organism or any other institution, the insurer is entitled to claim any rights the Insured benefit from those organisms or policy.

#### ARBITRATION

This policy has been concluded in utmost good faith and the parties agree, should a disagreement arise between them, to sue each other only after having tried to reach an amicable solution. To this effect they will each nominate an arbitrator.

If both arbitrators cannot reach an agreement, the Parties shall nominate a third arbitrator in common, to decide between the first two arbitrators by majority.

Each party pays for its arbitrator's fees and, should the case arise, half of the third arbitrator's fees.

#### AIR COURTAGE ASSURANCES

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Allée des Lilas - BP 70008  
01155 St VULBAS CEDEX  
Tél. +33 (0)4 27 46 54 00  
Fax +33 (0)4 74 46 09 14  
[www.air-assurances.com](http://www.air-assurances.com)

 **AIRSPORTS ASSURANCES :**  
Département Fédérations et Groupements sportifs  
email : [airsports@air-assurances.com](mailto:airsports@air-assurances.com)

 **AIR COURTAGE AVIATION :**  
Département Aviation de loisirs, d'affaires et Entreprises aéronautiques  
email : [aviation@air-assurances.com](mailto:aviation@air-assurances.com)



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### MEDIATION

If there is a continued disagreement between the Insured and the Insurer regarding the execution of the present policy, the Insurer shall put the Insured in touch with the Insurance Mediator (or Ombudsman).

### ARTICLE 10– INFORMATION TO POLICYHOLDER

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In accordance with the Law of 06/01/1978, the Corporate Policyholder and the Insured shall have the right to access, rectify and oppose the information concerning them. This right may be exercised with respect to **Allied World Assurance Company (Europe) Limited 19th Floor, 20 Street - London EC3M 3BY- UK**

**Allied World Assurance Company (Europe)** shall specify the different types of information available to the Corporate Policyholder and the Insured concerning the insurance policy.

The Corporate Policyholder or the Insured should write, specifying the policy number, to the Direction Clientèle [Customer Dept.] of Allied World Assurance Company (Europe) Limited 19th Floor, 20 Street - London EC3M 3BY- UK, which shall examine the request and will reply as soon as possible.

If Allied World Assurance Company (Europe) Limited's reply does not satisfy the Corporate Policyholder or the Insured, Allied World Assurance Company (Europe) Limited shall put them in contact with the Ombudsman.

The authority responsible for checking Allied World Assurance Company (Europe) Limited's operations is: The **Central Bank of Ireland, Registration n° BR007249**

This contract is subject to French Law and more specifically to the French Code des Assurances.

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