

# CONTRACT APPI 2016

## CONTRACT No. 14.020.426

**This English wording is a translation of the original wording of the policy Nr. 14.020.426 issued in French.**

**In case of dispute, the original wording in French shall prevail.**

### **SPECIAL CONDITIONS**

**INSURER** : AVIABEL  
Louise Avenue, 54  
B-1060 BRUSSELS  
BELGIUM

**POLICYHOLDER** : ASSOCIATION OF PARAGLIDING PILOTS AND INSTRUCTORS  
Chemin Vieux  
1997 SORNARD  
SWITZERLAND

**INTERMEDIARY** : OPTIMUM  
Rue Alexandre-Gavard 16  
CH 1227 CAROUGE  
SWITZERLAND  
Acting on behalf of its grantors

**EFFECTIVE DATE** : DD/MM/YYYY

**ANNUAL RENEWAL DATE** : DD/MM/YYYY

**NATURE OF THE INSURANCE** : **AIRCRAFT LEGAL LIABILITY**  
**INDIVIDUAL ACCIDENT**  
**connected to the use of Aircraft by APPI members**

<b>COMMON SPECIAL CONDITIONS</b>
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**I – GENERAL DEFINITIONS**

For the purposes of this contract, the following terms shall have the following meanings:

**SUBSCRIBER :**

ASSOCIATION OF PARAGLIDING PILOTS AND INSTRUCTORS (APPI International)  
CHEMIN VIEUX - 1997 SORNARD  
SWITZERLAND

**INSURED:**

Any natural person holding a valid APPI membership (active member) having subscribed the coverage and paid the corresponding contribution to the APPI exercising or practising a free flight activity at the time of the accident.

**MEMBER:**

Any natural person meeting this definition who is a resident or national of the Countries of the European Union.

**All members and insured must necessarily hold the valid qualifications issued by the APPI (or in the process of being issued for students) relating to the flight performed, unless expressly waived by the Insurer or its intermediary.**

**CONTRACT:**

This insurance contract No. 14.020.426 subscribed with AVIABEL through OPTIMUM.

**LEGAL EXPENSES:**

Those linked to any action for damages, whether or not by amicable settlement, directed against the Insured.

**CLAIM:**

All of the damage covered under a policy and having the same event as its origin.  
Under a Legal Liability policy, a claim shall include all damage or set of damages caused to third parties, involving the liability of the Insured, resulting from an accident or having given rise to one or more claims. A set of accidents having the same technical cause shall be considered a single accident.

**AIRCRAFT:**

The paragliders (including speed riding and speed flying) as defined in the national regulations for the States of the European Union and, by default, French regulations. EXCLUDING ALL OTHERS.

**II – EFFECTIVE DATE AND DURATION OF THE INSURANCE CONTRACT**

This contract, subscribed by OPTIMUM with AVIABEL, shall take effect on **July 1<sup>st</sup> 2016 ZERO O'CLOCK**, for a fixed term of **12 MONTHS**.

**III – OBLIGATIONS OF THE SUBSCRIBER**

The Subscriber undertakes to keep a computer register, recording therein all memberships in chronological order and mentioning the number and type of membership for each member. Such register must be made available to the Insurer which reserves the right to consult it at all times.

**IV – PURPOSE OF THE INSURANCE**

**The contract, governed by the Insurance Code and the attached General Conditions, has the purpose of covering the Insured against the risks defined:**

- By the Annex Agreement "AIRCRAFT LEGAL LIABILITY IN RESPECT OF THIRD PARTIES AND PASSENGERS "
- By the Special Agreement "ADMITTED PAS LEGAL LIABILITY IN RESPECT OF THE PASSENGERS (BODILY INJURY)",
- By the GENERAL CONDITIONS "CONTRACT OF INDIVIDUAL INSURANCE AGAINST ACCIDENTS CONNECTED WITH THE USE OF AIRCRAFT",

supplemented by these Special Conditions.

**V – EFFECTIVE DATE AND DURATION OF THE COVERAGE IN RESPECT OF THE MEMBERS**

**In respect of each member, the coverage shall take effect on the date and on the hour mentioned on the APPI membership issued to each member for a fixed term of 12 months.**

**VI - ACTIVITIES COVERED**

The following activities are covered:

- Non-commercial flights performed for the approval,
- Aviation training including against payment. Students must be registered as APPI members with the status "In progress",
- Free first flights or pleasure flights,
- Paid first flights or pleasure flights and initiation flights, with contribution to the costs, performed as part of a promotional event for the PARAGLIDER activity, performed by a qualified instructor or by any other pilot holding a certificate of sufficient experience issued by a qualified instructor or any pilot holding at least the Open Sky Tandem Pilot, status "in progress" qualification.
- Test flights and/or check flights following a maintenance or repair operation or in the context of the sale of the aircraft (without passenger),
- Presentation flights during Events
- Participation in competitions organized by the delegated federations concerned or explicitly approved by the APPI,
- Participation in aeronautical gatherings,
- Use of fixed or mobile hoists for the needs of towed flights, including the hoists installed on a vehicle, as well as flights towed by a hoist; the damage caused by land motor vehicles is excluded,
- Aerial photography,

**EXCLUDING ALL OTHERS, including any professional activity carried on in North America (United States and Canada).**

**VII – GEOGRAPHICAL LIMITS OF THE COVERAGE**

The coverage of this contract shall have effect in the entire World, excluding any country declared under embargo by France and/or Belgium and/or by the United Nations.

**VIII - PREMIUM**

The member shall pay the premium through their membership to the APPI corresponding to the coverage chosen when choosing coverage.

The premium to be paid is calculated on a fixed rate basis in accordance with the provisions contained in ANNEX I.

The Insurer reserves the right to adjust the amount of the premium each year, depending on the technical results observed, with effect from 1 July.

**IX - MODIFICATION OF THE COVERAGE DURING THE PERIOD OF MEMBERSHIP AND TAKING OUT ADDITIONAL COVERAGE**

•—The members shall be entitled to take out new coverage, in addition to the coverage already taken out, from among the coverage that may be granted under this contract; they may then agree that such new subscription either give rise to a new membership that is different to the initial contract, or to an addendum to the initial membership, whose renewal date shall be the same as the latter.

• In terms of Legal Liability Insurance, the member shall be entitled to modify one or more coverage options that they have taken out, as listed in ANNEX I (activity and/or status), before the renewal date of their membership, only to the extent that such modification would give rise to an increase of the amount of the premium payable to the Insurer, by reference to the premiums due on an annual basis.

For the purpose of this paragraph, the amount of the premium shall be calculated as follows:

- In the case of a new membership, the premium shall be payable in accordance with the provisions of Article VIII – PREMIUM -,
- In the case of an addendum to the initial membership, the premium shall be calculated on the basis of the period remaining until the renewal date of the membership.

**XII- THE CONTRACT IS COMPRISED OF THE ATTACHED DOCUMENTS (*IN FRENCH*), INCLUDING:**

- THE COMMON GENERAL CONDITIONS,
- THE ANNEX AGREEMENT "AIRCRAFT LEGAL LIABILITY IN RESPECT OF THIRD PARTIES AND PASSENGERS",
- THE SPECIAL AGREEMENT "ADMITTED PAX LEGAL LIABILITY IN RESPECT OF THE PASSENGERS (BODILY INJURY)",
- THE GENERAL CONDITIONS OF THE INDIVIDUAL INSURANCE CONTRACT AGAINST ACCIDENTS CONNECTED WITH THE USE OF AIRCRAFT,
- THESE SPECIAL CONDITIONS,

**XIII – VALIDITY OF MEMBERSHIP**

Membership shall be considered valid from the time that the APPI membership form has been delivered to the member. The Insured having previously taken out the coverage and paid the corresponding contribution to the APPI.

**Any termination of membership by the disciplinary committee of the APPI shall void the coverage taken out, on the date of receipt of the document specifying said termination. Such termination shall not give rise to the prorated reimbursement of the contribution initially paid.**

<p style="text-align: center;"><b>SPECIAL AGREEMENT</b> <b>"AIRCRAFT LEGAL LIABILITY INSURANCE"</b></p>
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**I – DEFINITIONS****1.1. LEGAL LIABILITY INSURANCE CONNECTED TO THE PERSON, called "PILOT LEGAL LIABILITY INSURANCE", valid only for Paragliders**

The Aircraft Legal Liability coverage for which membership was taken out mentioning the surname and name of the insured person and the corresponding premium, is called INSURANCE ATTACHED TO THE PERSON.

**MEMBERS:**

The legal entities or natural persons that have a valid current APPI membership having explicitly chosen this option at the time of taking out membership, nationals or habitual residents of the EUROPEAN UNION including SWITZERLAND.

**INSURED:**

Notwithstanding Article 2 of the Annex Agreement " AIRCRAFT LEGAL LIABILITY IN RESPECT OF THIRD PARTIES AND PASSENGERS ", are considered as insured exclusively:

The natural persons that are pilots, including student pilots, instructors, competitors and professionals, provided that they have explicitly signed this contract and that they operate the aircraft in the capacity of captain.

**1.2. AVIATION TRAINING**

Aviation training shall mean all of the activities designed to train, develop or qualify a flyer or an applicant for such function as well as the tests, checks or examinations organised for the purpose.

Such activities must meet the requirements set by the regulations in force and may only be performed by instructors holding the required qualifications or credentials.

Aviation training is covered under the terms mentioned below until the student pilot has received the authorisation for solo flight:

- In tandem training: It is understood that during all instructional flights, training flights and/or accreditation flights, **the student pilot**, under sail with their instructor, shall be under the responsibility of their instructor and, therefore, always **considered as a passenger**.
- In "solo" flight: During solo instructional flights, the student pilot, **captain of the aircraft**, shall be covered by the "AIRCRAFT LEGAL LIABILITY" insurance taken out by their instructor in the event of damaged caused to third parties, unless the origin of such damage may be personally attributed to them. The student pilots are therefore not covered for their own damage.

**Special case of instructional flights in tandem aircraft belonging to the student or the already licensed pilot:** the "LEGAL LIABILITY" coverage shall be automatically extended to the instructor for the entire duration of the training or of the development.

**II – PURPOSE OF THE COVERAGE**

**2.1. THE PURPOSE OF THESE SPECIAL CONDITIONS IS** to cover the Insured against the financial consequences of the Legal Liability which they may incur as the result of bodily injury, material and consequential damage thereof caused to third parties, caused by an accident resulting from the operation of a PARAGLIDER in the context of the uses defined under Article VI - ACTIVITIES COVERED - of the Common Special Conditions.

**2.2. THE FOLLOWING SHALL BE CONSIDERED THIRD PARTIES:**

- Members, among themselves, during the training and practice of flight,
- The spouse, ascendants, and descendants of the Insured liable for the accident if they are transported in the aircraft, **only for the bodily injury suffered by such persons**.

**2.3. ADVANCE OF THE FIRST AID COSTS IN RESPECT OF THE PASSENGERS****• Definition**

The Insurer shall pay as an advance on the compensation which may be allocated subsequently to the victim passengers or their successors-in-interest the reimbursement of the first aid costs for which they are liable and alternatively after any insurance or paying agency, following an accident,

within the limits of the amount set in Article IX - AMOUNT OF THE COVERAGE – of these Special Conditions.

For the purpose of this paragraph, the term "passenger" shall mean any person on board the aircraft, excluding the pilot, or the sole occupant student pilot, the instructor, and excluding the student pilots accompanied by an instructor.

First aid costs shall mean:

- the search costs resulting from tracking operations performed by public or private rescue organisations, in order to search for the victim of an accident,
- the medical transportation of the victim if their condition requires specific medical care or examinations that cannot be carried out on site; this means transportation to the nearest suitable hospital to the place of the accident.
- medical treatment expenses, in addition to the benefits paid by a compulsory scheme and any other mutual aid scheme. Only the health costs normally covered by the compulsory schemes shall be paid.

This coverage may not under any circumstances replace the local emergency relief organisations, and it may not pay the costs incurred and borne by the public authorities.

#### • **Application rules**

The costs described above and exposed by the victim passengers or their successors-in-interest shall be reimbursed upon delivery of the corresponding supporting documents, without being able to exceed the maximum amount set per transported person.

By partial derogation from the provisions of the Annex Agreement " AIRCRAFT LEGAL LIABILITY IN RESPECT OF THIRD PARTIES AND PASSENGERS ", the payment of such amounts by the Insurer shall constitute an advance payment on the compensation that would subsequently be allocated to the victim passengers or their successors-in-interest, depending on the liability of the Insured; accordingly, it does not constitute an admission of liability of the Insured and must not be considered an acknowledgement of entitlement to the corresponding LEGAL LIABILITY coverage.

The advance payment may be deducted from any compensation subsequently allocated to the victim passengers or to their successors-in-interest; it is not refundable, except if it is subsequently proven that the fault of the passenger constitutes the event giving rise to the damage or contributed thereto or that the person to whom said advance payment was paid is not concerned by the entitlement to the coverage.

#### **2.4. START AND END OF THE COVERAGE**

##### **2.4.1. INSURANCE ATTACHÉD TO THE PERSON**

Coverage is only acquired when the member operates the AIRCRAFT in the capacity of captain and for the duration of the coverage as defined in Article V - EFFECTIVE DATE AND DURATION OF THE COVERAGE IN RESPECT OF THE MEMBERS – of the Common Special Conditions.

### **III – SAFETY OBLIGATIONS**

THE PILOTS AND THE AIRCRAFT MUST MEET THE REQUIREMENTS OF THE APPI OR OF THE REGULATIONS IN FORCE IN THE COUNTRY IN WHICH THEY ARE REGISTERED OR IN THE COUNTRY IN WHICH THEY OPERATE.

### **IV - AIRCRAFT LEGAL LIABILITY IN RESPECT OF THE PASSENGERS**

This coverage is acquired according to one or the other of the following two separate and non-cumulative A and B methods:

- **METHOD A:** Under the terms defined in Article one of the Annex Agreement " AIRCRAFT LEGAL LIABILITY IN RESPECT OF THIRD PARTIES AND PASSENGERS "
- **METHOD B:** Under the terms of the Special Agreement "ADMITTED PAX LAGAL LIABILITYINSURANCE IN RESPECT OF THE PASSENGERS (BODILY INJURY)", **up to a maximum amount per passenger of 114,500 EUR (ONE HUNDRED AND FOURTEEN THOUSAND FIVE HUNDRED).**

### **V – WAIVER OF RECOURSE**

The Insurer waives all recourse against the State, the local authorities, and the territorial authorities in all cases where an Insured was obliged to accept such a waiver under an agreement of any kind whatsoever.

## **VI – EXCLUSIONS**

**IN ADDITION TO THE CASES PROVIDED FOR IN THE GENERAL CONDITIONS, THE FOLLOWING SHALL NOT BE COVERED:**

- 6.1. THE DAMAGE INCURRED ON THE OCCASION OF PRACTISING AN ACTIVITY NOT COMPLYING WITH THE AIR REGULATIONS APPLYING TO SUCH ACTIVITY,**
- 6.2. THE DAMAGE CAUSED WHILE THE AIRCRAFT PARTICIPATES IN RECORD-SETTING ATTEMPTS OR TRIALS FOR SUCH, UNLESS PREVIOUSLY AGREED BY THE INSURER OR, BY DELEGATION, BY SAAM VERSPIEREN GROUP,**
- 6.3. THE DAMAGE SUFFERED BY:**
  - a) THE INSURED,**
  - b) THE LEGAL REPRESENTATIVES OF THE LEGAL ENTITY THAT OWNS THE AIRCRAFT WHEN THEY ARE TRANSPORTED IN SAID AIRCRAFT,**
  - c) THE AGENTS OF THE INSURED LIABLE FOR THE ACCIDENT DURING THEIR SERVICE,**
  - d) THE SOCIAL SECURITY AND ANY OTHER PROVIDENT ORGANISATION TO WHICH THE PERSONS LISTED IN SUBPARAGRAPHS a), b), c), d), ARE AFFILIATED FOR THE BODILY INJURY SUFFERED BY SAID PERSONS.**

**HOWEVER, SUCH EXCLUSION DOES NOT APPLY TO:**

- **THE RECOURSE THAT THE SOCIAL SECURITY OR ANY OTHER PROVIDENT BODY MAY BE AUTHORISED TO EXERCISE AGAINST THE INSURED DUE TO THE BODILY INJURY FALLING UNDER THE COVERAGE OF THE CONTRACT AND CAUSED TO THE PERSONS MENTIONED IN PARAGRAPH b) ABOVE FOR WHOM LIABILITY TO SUCH BODIES DOES NOT RESULT FROM THEIR RELATIONSHIP WITH THE INSURED;**
  - **THE PERSONAL RECOURSE FOR COMPENSATION FOR DAMAGE SUFFERED BY ANY PERSON MENTIONED IN PARAGRAPH c) ABOVE IF, UNDER THE LEGISLATION OF WORK ACCIDENTS, SUCH DAMAGE RESULTS, FOR AN AGENT OF THE INSURED, FROM WILFUL MISCONDUCT COMMITTED BY ANOTHER AGENT IN THE EXERCISE OF THEIR FUNCTIONS.**
- 6.4. PROPERTY DAMAGE SUFFERED BY THE SPOUSE, THE ASCENDANTS AND THE DESCENDANTS OF THE INSURED LIABLE FOR THE ACCIDENT WHEN THEY ARE TRANSPORTED IN THE AIRCRAFT,**
  - 6.5. THE DAMAGE CAUSED TO THE AIRCRAFT ON BOARD OF WHICH THE INSURED IS ON BOARD AND/OR WHICH THE INSURED IS ENTRUSTED WITH AND/OR THAT THE INSURED OWNS,**
  - 6.6. CONSEQUENTIALLOSS:**
    - **WHICH IS THE RESULT OF BODILY INJURY OR PROPERTY DAMAGE NOT COVERED BY THIS CONTRACT,**
    - **WHICH IS NOT THE CONSEQUENCE OF BODILY INJURY OR PROPERTY DAMAGE.**

## **VII - EXTENSION OF THE COVERAGE: AIRCRAFT ACCIDENT LEGAL LIABILITY IN THE EVENT OF RISK OF WAR, HIJACKING AND OTHER PERILS (Clause AVN 52)**

### **7.1 PURPOSE AND SCOPE OF THE COVERAGE**

The coverage is granted under the Aircraft Accident Legal Liability to the extent that it is not expressly waived in this Article.

**Within the limits of geographical area, use, piloting, amount of the coverage and of the deductible provided for in these Special Conditions, the Insurer insures the Insured against loss or damage caused by:**

- civil or foreign war, invasion, acts of hostility (with or without declaration of war), insurrection, revolution, martial law, rebellion, military power or usurped power or attempt to usurp power, **EXCLUDING THE LEGAL LIABILITY INCURRED FOR DAMAGE SUFFERED TO PROPERTY ON THE GROUND, EXCEPT IF IT WAS CAUSED BY AND/OR RESULTED FROM THE USE OF AN AIRCRAFT.**
- riots, civil movements, strikes, lock-outs and social unrest;

- any act committed for political or terrorist purposes, whether the damage caused is accidental or intentional;
- any act of malice or sabotage;
- confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition of property or use by or under order of any government (whether civil, military or de facto) or any public or local authority;
- illicit taking possession or exercise of control of the aircraft or the crew (including any attempt at such acts) committed by persons or group of persons on board the aircraft and acting without the Insured's consent.

**THE COVERAGE SHALL AUTOMATICALLY END:**

<p>-in the event of war, whether or not it is declared, between two or more of the following countries: France, People's Republic of China, Commonwealth of Independent States (C.I.S.), United Kingdom, United States;</p> <p>-upon use for hostile purposes of a weapon of war using atomic or nuclear fission and/or fusion or any other similar decision where energy or a radioactive substance, regardless of the place or date in and on which such a detonation takes place, and whether or not the aircraft is involved;</p> <p>-for aircraft subject of a requisition of ownership or usage upon such requisition taking effect.</p>	<p>If an aircraft is in flight at the time that one such event takes place, the coverage granted under this chapter shall be maintained (except if such coverage has ended, has been terminated or has been suspended), until the aircraft has accomplished its first landing and the passengers have left the aircraft</p>
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**7.2 LIMITATION OF COVERAGE**

**The Insurer's maximum liability in the context of this coverage shall be exercised:**

- for Legal Liability in respect of the passengers, up to the amount(s) provided for in the contract.
- for all other cases of Legal Liability, up to an amount of 1,600,000 EUROS or for a consideration on the effective date of the contract in the currency of the contract, or the amounts provided for in the contract if such amounts are lower, per event and IN TOTAL PER ANNUAL PERIOD OF INSURANCE, such amount being included in the maximum coverage value granted by the contract for all of the Legal Liability coverage.

**VIII – AMOUNT OF THE COVERAGE**

The Insurer's coverage shall be exercised up to:

AIRCRAFT LEGAL LIABILITY IN RESPECT OF THIRD PARTIES AND PASSENGERS:	<b>1,600,000 EUR</b> (one million six hundred thousand) per accident and/or per event
Including the ADVANCE PAYMENT OF THE FIRST AID COSTS IN RESPECT OF THE PASSENGERS:	<b>10,000 EUR</b> (ten thousand) per passenger seat
With EXTENSION TO THE ADMITTED PAX LEGAL LIABILITY:	<b>114,500 EUR</b> (one hundred and fourteen thousand five hundred) per passenger seat
DEDUCTIBLE	<b>750 EUR</b> (seven hundred and fifty) only in the event of property damage

This amount includes all of the compensation due, interest and defense costs included. This amount shall be automatically expanded to the minimum coverage required in the country where the member operates or in the country where their aircraft is registered.

**IX – PAYMENT OF CLAIMS**

**The following shall not be enforceable against the victims or their successors-in-interest:**

- 9.1. disqualifications justified by a failure of the Insured to comply with their obligations committed after the loss,
- 9.2. reduction of the compensation provided for in Article L113-9 of the Insurance Code in the case of incorrect or incomplete declaration of the risk,
- 9.3. deductibles,
- 9.4. the exclusions provided for in subparagraphs c), d) and e) OF Article 3 of the Common General Conditions and in subparagraphs a), b) and c) of Article 5 of the Common General Conditions. **However, the Insurer shall only be liable in respect of the victims or in respect of their successors-in-title up to an amount of 114,500 EUR (one hundred and fourteen thousand five hundred) per victim.**

An amount of 750 EUR (seven hundred and fifty) per accident shall be deducted in the event of property damage.

In the aforementioned case, the Insurer shall, within the limit of the amounts set in the foregoing paragraph IX, pay the compensation on behalf of the liable Insured. The Insurer may bring an action for reimbursement of all amounts that they so paid or reserved on behalf of the Insured for the current loss.

**SPECIAL AGREEMENT**  
**"CONTRACT OF INDIVIDUAL INSURANCE AGAINST**  
**ACCIDENTS CONNECTED WITH THE USE OF AIRCRAFT"**

**I – INSURED / MEMBER****INSURED:**

Any natural person adhering to this contract.

**MEMBER:**

The natural persons or legal entities with valid and current membership to the APPI having explicitly chosen this option at the time of taking out membership, nationals or habitual residents of the EUROPEAN UNION including SWITZERLAND.

**II – PURPOSE OF THE COVERAGE**

These Special Conditions are designed to guarantee the payment of the compensation set below, when the member is the victim of an accident occurring in the course of the covered activities defined in Article VI - ACTIVITIES COVERED - of the Common Special Conditions and:

- in flight, on board the aircraft as mentioned in Article I – GENERAL DEFINITIONS - of the Common Special Conditions,
- upon boarding an aircraft or upon exiting the latter;
- on the ground, in the premises where the aircraft are operated.

**III – NATURE OF THE COMPENSATION COVERED****3.1. DEATH**

In the event of **death of the member occurring immediately after or within a period of one year as the result of a covered accident**, a capital shall be paid and allocated by order of preference:

- to the spouse who is not divorced or legally separated,
- failing such, to the children born or to be born, alive or represented, in equal shares among them,
- failing such, to the father and mother, in equal shares among them,
- failing such, to the heirs, in equal shares among them.

The member may at any time modify the above order and appoint any natural person or legal entity of their choosing. They must inform the Insurer in writing.

When the personal appointment lapses, the above provision shall apply.

In the event of death of a member or of one or several of the appointed beneficiaries during the same loss without it being possible to determine the order of deaths, the member shall be deemed to have survived in order to determine the beneficiaries of the capital.

**3.2. PERMANENT DISABILITY**

In the event of partial or total permanent disability, the member shall be paid a compensation calculated on the basis of the capital and the degree of disability.

In the event of death after payment of the permanent disability compensation, the Insurer shall pay, where applicable, the amount of the difference between the compensation for death and that already received.

The degree of permanent disability is determined, as soon as the member's health condition has been consolidated, by using the "indicative scale of sequellar functional impairment in common law".

The disability is considered total when the degree of disability reaches 80 %.

It is otherwise considered partial, and only a percentage of the capital equal to the degree of disability shall be paid.

**When the degree of disability is:**

- **Lower than 20 %, no compensation is paid,**
- **Equal to or above 80 %, the full amount of the capital is paid.**

**3.3. RESEARCH COSTS**

In the context of a loss covered under the Individual Accident coverage, the coverage of the research fees is designed to guarantee the reimbursement of the costs arising from tracking operations aimed at finding the member having suffered an accident, provided that such costs result from operations carried out by public or private emergency aid organisations to find the member in a place without rescue resources other than those brought by the rescuers.

#### **IV – AMOUNT OF THE SUMS OF THE BASIC COVERAGE**

- In the event of death: **16,000 EUR**
- In the event of permanent disability: up to: **16,000 EUR**
- In the event of research fees: up to: **7,500 EUR per loss**

#### **V – OBLIGATIONS OF THE INSURED/MEMBER**

THE PILOT MUST NOT BE UNDER THE INFLUENCE OF ALCOHOL (0gr) OR DRUGS.

#### **VI – EXCLUSIONS**

**IN ADDITION TO THE CASES PROVIDED FOR UNDER THE GENERAL CONDITIONS OF THE INDIVIDUAL INSURANCE CONTRACT AGAINST ACCIDENTS CONNECTED WITH THE USE OF AIRCRAFT, THE FOLLOWING ARE NOT COVERED:**

- 6.1. THE CONSEQUENCES OF THE ACCIDENTS THAT OCCUR WHEN THE PILOT DOES NOT HOLD THE CERTIFICATE, LICENSE, THE QUALIFICATIONS, CREDENTIALS REQUIRED, OR AUTHORISATIONS REQUIRED FOR OPERATING THE AIRCRAFT,**
- 6.2. THE DAMAGE CAUSED WHILE THE AIRCRAFT PARTICIPATES IN RECORD-SETTING ATTEMPTS OR TRIALS FOR SUCH, UNLESS PREVIOUSLY AGREED BY THE INSURER OR, BY DELEGATION, BY SAAM VERSPIEREN GROUP,**
- 6.3. THE SUICIDE AND THE CONSEQUENCES OF SUICIDE ATTEMPTS OF THE INSURED.**

#### **VII – OBLIGATIONS IN THE EVENT OF A LOSS**

The provisions of the General Conditions of the INDIVIDUAL INSURANCE CONTRACT AGAINST THE ACCIDENTS CONNECTED WITH THE USE OF AIRCRAFT are supplemented as follows:

- 7.1.** The Insured, or in the event of death, their spouse or their successors-in-interest, must send the Insurer the medical certificates mentioning the nature of the injuries and their probable consequences, or where appropriate, the causes of the death.
- 7.2.** The Insured must accept to submit to an examination by the Insurer's physicians and may, at their own cost, be assisted by the physician of their choosing. In the event of disagreement, the Insured and the Insurer agree to refer the dispute to a jointly appointed physician; if the choice is made difficult, the appointment shall be made by the President of the Regional Court.

If the obligations provided for above are not complied with, the Insurer may claim compensation for the damage it has suffered.

This penalty shall not apply if the failure is due to a fortuitous event or force majeure.

<b>ANNEX I</b>
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<b>PREMIUM</b>
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The annual premium Excluding Taxes / Excluding Costs is determined on the basis of the coverage and the options chosen (Amount in Euros, per member):

**I - LEGAL LIABILITY insurance**

**1.1. LEGAL LIABILITY ATTACHED TO THE PERSON insurance (PILOT LEGAL LIABILITY):**

Activity Status	Temporary student (1 month max)	Single Seater	Open sky tandem pilot (non-professional)	Professional
<b>Paraglider</b>	€ 15.00	€ 40.00	€ 150.00	€ 200.00

**II - INDIVIDUAL INSURANCE AGAINST BODILY INJURY:**

Status	Amount
<b>Student, Pilot, Instructor, Professional</b>	€ 50.00
<b>Temporary student (1 month max)</b>	€ 20.00

**Clause de Renonciation (Taxe Suisse)**

La société anonyme AVIABEL S.A. dont le siège social est situé en Belgique, Avenue Louise, 54 à 1050 Bruxelles n'est pas habilitée à prélever les taxes, droits de timbre ou autres droits d'enregistrement afférents à la présente police d'assurance. Il incombe à l'assuré de s'en acquitter auprès de l'autorité suisse compétente. En conséquence, la société AVIABEL S.A. décline toute responsabilité quant à toute taxe exigible au titre de la présente police d'assurance.

**Swiss Tax Disclaimer Clause**

The limited company AVIABEL S.A. whose head office is located in Belgium, Avenue Louise, 54 , 1050 Brussels, is not entitled to levy any taxes or stamp duties related to this insurance policy. It is incumbent to the insured to discharge himself by paying them to the competent Swiss authority. As a result, the company AVIABEL S.A. is not responsible for any tax payable under this insurance policy.

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**INSURER**

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This insurance is issued by:

**AVIABEL**

Avenue Louise, 54  
B-1050 BRUSSELS  
BELGIUM  
Acting in the capacity of Insurer

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**DISTRIBUTION**

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**AVIABEL**

**100 %**

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This contract is comprised of:

- The printed General Conditions, Special Agreement and Annex Agreement specified in these Special Conditions.
- The annexes mentioned in these Special Conditions.
- These Special Conditions.

These Special Conditions shall take precedence over the General Conditions where they may contain contradictions.

Done in duplicate, each including the 14 pages of this contract.

In \_\_\_\_\_, on DD/MM/YYYY

OPTIMUM

AVIABEL