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Main characteristics of the contract

INFORMATION NOTICE - INSURANCE POLICY N° FR00018150AV22A

POLICY HOLDER:

"INTERNATIONAL KITEBOARDING ORGANIZATION - IKO Europe"

LEAP Centre - Espaço Amoreiras
Rua D. João V, nº 24, 1.03
1250-091 Lisboa, Portugal

INSURER:

INSURANCE COMPANY

XL Insurance Company SE

61 Mstislav Rostropovich Street
75017 Paris, France

INTERMEDIARY :

SAAM VERSPIEREN GROUP

60 rue de la chaussée d'Antin –
75009 Paris, France

Article 1 - EFFECTIVE DATE AND DURATION OF THE INSURANCE POLICY FOR MEMBERS

The member is insured as soon as he has taken out a membership with the IKO and or IWO and has paid the insurance premium.

This Insurance Policy will come into force for the member from the date of membership indicated on his insurance certificate.

The coverages under the Insurance Policy are acquired for 12 months from the date of membership, unless the Insured or the Insurer cancels the Insurance Policy early as provided for in the French Insurance Code. They expire at the end of this period.

The insured status is specified for each of the coverages listed in Article 2 below.

Article 2 - LIST OF COVERAGES

COVERAGE 1 : THIRD PARTY LIABILITY FOR INDIVIDUALS

COVERAGE 2 : PERSONAL ACCIDENT FOR KITERS

Article 3 - ACTIVITIES COVERED

Playing as leisure sport and/or competitive sport, teaching, kite coaching for all its disciplines (Kitesurfing, Snow Kite, Catakite, kite on land, Wing foil) and all other activities approved by the IKO and or IWO using necessary medium including simulators.

Also covered are related or connected activities including recreational, sporting, educational, ground or airborne training as well as organizing, coaching or teaching of a kite activity, except in cases where the said activities are covered by specific land or maritime insurance, in particular for land or maritime motor vehicles.

The activities of the instructors are carried out in accordance with the standards applicable by the IKO and or IWO.

Article 4 - GEOGRAPHICAL LIMITS

WORLDWIDE

according to clause LSW617H

Excluding countries under embargo by France and/or the United Nations

And Excluding the United States of America and Canada for professional activities.

Article 5 - DEFINITIONS

Accident: any sudden, unforeseeable event, external to the victim or the damaged item, which is the cause for a material or physical damage and occurring during the period of insurance.

Search costs: operations to locate the victim of an accident, in the supposed area of activity.

Search costs are understood to mean the costs resulting from operations carried out by public or private rescue organizations in order to find the Insured who is the victim of an accident in a place where there are no means of assistance other than those provided by the rescuers.

Third parties: A third party is any person other than the Insured, bearing an amicable or legal claim, likely to claim liability from the Insured. All members who are individuals, as well as groups, associations and sports organizations affiliated to the IKO and or IWO are considered as third parties among themselves. The spouse, ascendant and descendants of the insured person responsible for the accident are considered third parties only for personal injury suffered by them.

Article 6 - TERMS AND CONDITIONS OF COVERAGE

The members are automatically covered for their practice of Kite.

- **Special case of professionals** (professional instructors, student professional instructors): the practice of professional teaching will only be guaranteed subject to compliance with the qualification requirements laid down by the IKO and or IWO.
 - **Special case of assistants** (assistant instructors, student assistants): Professional activity will only be covered if the qualification requirements set by the IKO and or IWO are met.
 - **Special case of Students:** The insurance policy covers you **while you are kiting** during and after a lesson. Coverage is subject to your compliance with IKO and or IWO standards.
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COVERAGE 1

THIRD PARTY LIABILITY FOR INDIVIDUALS

These Special Terms and Conditions take precedence over the General Terms and Conditions appendices B and B1 in all that they may be contradictory.

Article 1 – INSURED

All IKO and or IWO members, subject to the geographical limits of the Insurance Policy, the policy holder and more generally all the individuals who represent or act on behalf of the policy holder are covered.

- Definition: Kiteboarding is defined by the use of kites of any size or shape used as a means of traction on water, snow or land and during the evolution of various figures and regattas.
- Kiter: kite participant or student and his equipment

The following shall be covered without distinction:

- Any person who, for remuneration, carries out an activity within the scope of the activities authorized by IKO and or IWO
- All the legal representatives of the policy holder in the context of kiteboarding
- All members and managers of the policy holder and its dependent organizations. Either: kite participants, students, other members and more generally any individual who joins the IKO and or IWO,

NB: Each member will have to sign or accept online a liability waiver stipulating that he is physically fit, that he is aware of the risks inherent to the activity (See student waiver form in appendix)

Article 2 - PURPOSE OF THE COVERAGE

1. Purpose of the coverage

The present coverage covers the financial consequences of the Civil Liability that may be incumbent on the Insured as a result of bodily injury and/or material damage caused to Third Parties, due to accidents occurring while performing activities that are approved by IKO and or IWO:

- During training, during the course and kiteboarding (traction kiting) and simulators,
- As a result of the use of the Insured's equipment, as well as any equipment (including IKO and or IWO-approved simulators) used in the course of the activities.

NB: The following related activities, Snowkite, SUP (Stand up Paddle), Wind surfing, Surfing, Sea Kayaking, Kitefoil, Wing foil are also covered under IKO and or IWO structures.

2. Scope of the coverage

The coverage granted by the present Insurance Policy is acquired by the Insured , both for the "ground" risks and for the "evolving" risks from the moment when the assembly of the kite and/or its frame begins until the moment when the dismantling of the kite and/or its frame is completed.

Notwithstanding paragraphs b) and c) of Article One of Appendix "B" of the Insurance Policy, the damage caused by the Insured and suffered by the following people is covered:

- The legal representatives of the legal entity owning the practice equipment when they are transported in or on it,
- The spouse, ascendants, descendants of the Insured responsible for the accident when they are transported and only for bodily injury suffered personally by them,

IT IS SPECIFIED THAT THIS EXTENSION OF COVER DOES NOT APPLY TO DAMAGE SUFFERED BY THE INSURED'S EMPLOYEES DURING THEIR SERVICE.

a) Conditions of coverage for student instructors:

The student instructor must take out professional instructor liability insurance on the first day of his or her pre-training provided that he or she is assessed as fit by the trainers.

b) Conditions for coverage of assistants:

The assistant will have to subscribe to a Professional Assistant Civil Liability insurance on the first day of his pre-training provided that he or she is evaluated fit by the trainers. Assistant civil liability coverage is only acquired within an IKO and or IWO structure.

c) Kite instructor's coverage conditions:

The practice of professional teaching is only guaranteed subject to compliance with the qualification requirements laid down by the IKO and or IWO whatever the nationality and/or country of residence of the member, subject to compliance with the geographical limits of the Insurance Policy. Professional civil liability cover is only acquired within an IKO and or IWO structure.

Article 3 - AMOUNT OF THE COVERAGE

Coverage is acquired by accident, personal injury and material damage combined, including for the use of a boat or buggy or any practice aids approved by the affiliation federation, up to an amount of **200,000 euros, which constitutes the maximum limit of coverage per claim.**

A deductible of 250 euros per accident will be applied in the event of material damage.

Article 4 - EXCLUSIONS

FORMALLY EXCLUDED FROM THE COVER ARE THE DAMAGES CAUSED:

1. **AS A RESULT OF THE INSURED'S WILFUL FAILURE TO COMPLY WITH THE REGULATIONS IN FORCE.**
2. **TO PROPERTY WHERE THE INSURED RESPONSIBLE FOR THE LOSS IS A TENANT, OWNER, USER OR TO PROPERTY ENTRUSTED TO HIM IN ANY CAPACITY WHATSOEVER.**
3. **During any coaching given outside the IKO and or IWO structures.**

COVERAGE 2

PERSONAL ACCIDENT FOR KITERS

The present Special Conditions take precedence over the attached Personal General Conditions against Accidents linked to the attached covered activity of 10 April 1992 in all that they may be contradictory.

Article 1 - INSURED

Any individual who holds a valid IKO and or IWO membership at the time of the claim and who has opted for the Personal Accident Cover for Kiders.

Article 2 - PURPOSE OF THE COVERAGE

The purpose of these Special Provisions is to cover the insured persons, under the conditions defined below, for payment of the capital and compensation mentioned below, in the event of bodily injury suffered in the event of an accident occurring in the course of their activity.

Article 3 - SCOPE OF THE COVERAGE

The present coverage covers bodily injury to the Insured as defined in Article 1 above, resulting from Accidents occurring during the course of the activities as defined in Article 3 of the Common Provisions of the present Insurance Policy.

The present coverage will cover:

- All Accidents occurring during the insured practice, whether on the **ground or in progress**, including associative, sporting, educational and recreational activities, even if not organized, **provided they take place on the premises or on all the places where the activity is practiced.**

The following will also be covered:

- Walking to the sites where the activity is to be practiced and return by foot
- Physical training on the ground

Article 4 - COVERAGE AND AMOUNTS

The purpose of the Insurance Policy will be to cover the following capital per accident and per insured:

4.1 DEATH	15,000 euros
4.2 PARTIAL OR TOTAL PERMANENT DISABILITY	Ceiling of 15,000 euros
	Less 10% deductible

4.1 - DEATH

The amount of the death benefit paid will be: 15,000 euros.

The capital will be paid out to the beneficiary expressly nominated by the insured when subscribing to the IKO and or IWO.

In the absence of a written nomination, the beneficiaries in the event of death will be the rightful claimants according to the order of devolution of the estate provided for by the French Civil Code.

4.2 - PARTIAL OR TOTAL PERMANENT DISABILITY

The amount of the paid-up capital will be 15,000 euros after application of a 10% deductible.

Deductible: In order to give rise to the payment of the capital, the rate of permanent disability retained by the Insurer's medical expert must be greater than 10% (rate of disability of 11% from which compensation will be paid).

The rate(s) of permanent disability is assessed by the Insurer's medical expert in accordance with the provisions of Article 15 of the attached Personal Accident General Conditions.

By extension to the General Terms and Conditions of the Insurance Policy, it is agreed that any accident, resulting in the total and definitive withdrawal of the instructor's ability to teach due to partial permanent disability, will be settled on the basis of total permanent disability, it being clearly specified that under no circumstances may the two benefits be cumulated.

However, it is stipulated that in this case, the Insurer will only pay the total permanent disability when the total and final finding of the disability is attested by a certificate drawn up by the competent authority stating that the Insured is permanently unfit to carry out his professional activity.

4.3 - SEARCH EXPENSES

In the event of a loss covered by this Insurance Policy, the "SEARCH COSTS" coverage is intended to cover, **up to 8,000 euros per member and per loss**, the reimbursement of the costs of locating the Insured in an accident, **on condition that these costs resulting from operations carried out by public or private rescue organizations to search for the Insured in a place where there are no means of assistance other than those provided by the rescuers.**

This cover is strictly limited to operations to locate the victim, in the supposed region of activity.

It cannot therefore be assimilated under additional coverage of medical, surgical, pharmaceutical and hospitalization expenses, nor of repatriation of the body in the event of death. Nor can it, under any circumstances, replace institutional emergency relief organizations whose expenses are borne by the public authorities.

Article 5 - EXCLUSIONS

IN ADDITION TO THE EXCLUSIONS CONTAINED IN THE COMMON GENERAL CONDITIONS EXCLUDED FROM THE COVERAGE ARE ACCIDENTS OCCURRING:

- **DURING JOURNEYS BETWEEN THE INSURED'S HOME AND THE PREMISES, GROUNDS, OR MEETING PLACES WHERE THE COVERAGE BEGINS AND VICE VERSA, EXCEPT IN THE CASE SET OUT IN ARTICLE 3 ABOVE.**
- **DURING TESTS CARRIED OUT ON BEHALF OF MANUFACTURERS.**

- **AS A RESULT OF THE INSURED'S FAILURE TO COMPLY WITH THE REGULATIONS IN FORCE.**

Article 6 - LAW, JURISDICTION AND ARBITRATION

The Insurance Policy is governed by French law.

This insurance policy is subject to French Law.

Any dispute relating to the execution of the policy falls within the jurisdiction of the French courts.

The competent court is that of the Insured's domicile or of the place where the harmful event occurred (Article R. 114-1 of the French Insurance Code).

Furthermore, in the event of disagreement with the Insurers, the opinion of the mediator of the French Federation of Insurance Companies may be requested prior to any legal action.

Paris

28.06.2022

