

The Paris 2018 association, Tour Gallieni II, 36 avenue du Général de Gaulle, 93170 Bagnole, France, has purchased from MMA, via the VERSPIEREN broker, contract No. 143 983 514. Within the contract terms, this contract covers the Insured as defined hereinafter as part of the guaranteed activities.

**LEXICON:**

**Insured:**

“Insured” refers to: any natural person registered as Participant in the sporting and cultural Event organized by the subscriber and having paid the insurance contribution to benefit from this contract’s guarantees.

Is deemed “registered”: any person whose registration has been validated by the organiser.

**Insurer:**

MMA IARD Assurances Mutuelles, a mutual insurance company with fixed contributions registered with the French Companies Register (RCS) of Le Mans under number 775 652 126,

MMA IARD, a limited liability company (French “société anonyme”) with a share capital of €537,052,368 registered with the French Companies Register (RCS) of Le Mans under number 440 048 882, headquartered at 14 boulevard Marie and Alexandre, Oyon, 72030 Le Mans Cedex 9, Companies governed by the insurance code; these companies are referred to – as a whole – as MMA “the Insurer” or “MMA Assistance” in the contract.

**Event:**

“Event” refers to:

The organization by the subscriber of the 10th edition of the Gay Games, a sporting and cultural Event that will take place in Paris and Île-de-France, in metropolitan France, from the 1<sup>st</sup> to 15<sup>th</sup> August 2018.

**Intermediary/Insurer/Broker:**

VERSPIEREN, a limited liability company (French “société anonyme”) with a Management Board and a Supervisory Board with a share capital of €1,000,000, registered with the French Companies Register (RCS) of Lille Métropole under number 321 502 049 and with Orias under number 07 001 542 (www.orias.fr), headquartered at 1 avenue François Mitterrand, 59290 WASQUEHAL, France.

**Subscriber:**

Paris 2018, Association of French Law 1901, SIRET No. 752 364 042 000 16,

Tower Gallieni II, 36 avenue du General de Gaulle, 93170 Bagnole.

**CONTRACTUAL OBJECT:**

The purpose of this contract is to offer participants the Event defined in the lexicon: a **registration cancellation fees** insurance guarantee.

**GUARANTEED EVENTS:**

The Insured may cancel his/her registration at the Event due to one of the following Events:

- serious incident, serious illness of the Insured,
- death of the Insured, of his/her spouse or legal partner, their first-degree ancestors or descendants, within thirty days preceding the Event,
- death of a brother or sister of the Insured person within thirty days preceding the Event,
- any other medical reason leading to an inability to participate in the sport or an activity of the Event for which the Insured person was registered and certified by a competent medical authority.

The severity of the incident or illness should be established by a medical authority.

- material damage caused by an incident, fire, explosion or natural Event causing substantial damage to the movable, occupational or main or secondary dwelling occupied by the Insured and requiring his/her urgent and compelling presence in view to carry out the necessary protective measures,
- economic lay-off of the Insured,
- unavoidable change in the dates of holidays paid by the employer and substitution of new dates of stay that are impossible to meet,
- professional transfer obliging the Insured to take office before the end of the journey,
- Pregnancy and any complications arising from this condition, provided that the Insured person:
  - is not pregnant or unaware of her condition at the time of registration for the trip
  - is less than 6 months pregnant at the time of departure

**SUMMARY OF GUARANTEES:**

The following guarantees are covered under this contract within the limits and conditions specified in the attached special conditions:

NATURE OF THE GUARANTEES	GUARANTEE AMOUNT PER CLAIM
<b>INSURANCE REGISTRATION CANCELLATION FEES</b> Reimbursement of registration fees following participant cancellation	Actual cost of EUR 300

**TERMS AND CONDITIONS OF GUARANTEE SUBSCRIPTIONS:**

To benefit from this guarantee, the Participant must have taken out the guarantee when registering for the Event and paid the fee of **€5.50 Including Tax\*** (per entry and per person).

(\* Including 9% tax insurance.

**EXCLUSIONS:**

The following are not covered by the guarantees:

1. **Cancellations resulting from:**
  - an incident, death occurring prior to the effective date of the guarantee, illness, pre-subscription conditions or conditions, including those resulting from complications of pregnancy,
  - the non-validation of the sporting Event registration,
  - any medical reason leading to an inability to practice the sport known to the Insured or his/her physician at the time of his/her registration,
  - pregnancy prior to registration,
  - intentional misconduct of the Insured,
  - suicide or attempted suicide of the Insured,
2. **Claims incurred when the Insured person has a blood alcohol level higher than the regulations in force,**
3. **Claims arising from the use of drugs, narcotics, tranquilizers not prescribed medically,**
4. **Psychic disorders, mental or nervous illnesses that do not result in hospitalization exceeding 7 days,**
5. **The consequences of the cancellation of an Event by the organizer or the consequences of an administrative decision.**

**CLAIM SUBMISSION TERMS**

Any claim for compensation must reach the subscriber at the latest within 15 working days following the guaranteed Event and must be accompanied by the following supporting documents:

- either by a medical certificate drawn up by a competent authority specifying the nature of the incident, injury or illness and necessarily including the notion of **inability to engage in the sport of the Event for which the Insured was registered.**
- or by a death certificate.
- or by any other document justifying the claim of the Insured person.

To be addressed

By e-mail: [assuranceannulationparis2018@verspieren.com](mailto:assuranceannulationparis2018@verspieren.com)

By post:

**VERSPIEREN DPAS**  
**Assurance PARIS 2018**  
**1, avenue François-Mitterrand**  
**59290 Wasquehal**  
**FRANCE**

## MISCELLANEOUS

### Statute of limitations:

In order to trigger legal action, i.e. to exercise the right to submit an application that may be subject to the discretion of a judge, the Insured and the Insurer have a period of two years from the Event that relates to the requested action.

However, this delay shall not apply:

- in case of reluctance, omission, false or inaccurate statement about the risk incurred, from the day on which MMA became aware of it,
- in the event of a disaster, only on the day on which the persons concerned became aware of it, if they prove that they were so far unaware of it or were not in a position to act.

When the action of the Insured against the Insurer is caused by the recourse of a third party (mainly in the context of your liabilities being searched by a third party), the limitation period only runs from the day when that third party has triggered an action against the Insured compensated by the Insurer.

After this period, there is a limitation: any action deriving from the insurance contract is deemed extinguished.

The limitation period is interrupted:

- either by sending a registered letter with acknowledgment of receipt addressed by the Insurer, to the last known place of residence, with regard to the payment of the contribution, or addressed by the Insured to the Insurer in compliance with claim regulations,
- or by appointment of an expert following a claim,
- or by ordinary causes of interruption of prescription:
  - the recognition by the Insurer of the right of the Insured to benefit from the contested guarantee,
  - an act of enforcement (examples: command-to-pay, seizure),
  - the undertaking of legal action, including summary proceedings, before an incompetent court or in the event of the annulment of the act of seizure for procedural reasons. The interruption then lasts until the end of this procedure, except in the event lack of the parties for 2 years, withdrawal or final rejection of the request of the one who acted in justice.

The interruption causes a new delay of 2 years.

The limitation period is increased to 10 years in incident insurance contracts reaching the persons, when the beneficiaries are the beneficiaries of the Insured person who is deceased.

Any disagreement on the expiration or interruption of the limitation period may be submitted to the competent courts.

### Reclamation: how to claim?

#### Lexicon

##### Dissatisfaction:

Definitive misunderstanding of the Insured, or disagreement, on the response or the solution provided, with manifestation of a feeling of injustice suffered, expressed in the context of a complaint. Insult is not contractually deemed an expression of dissatisfaction.

##### Claim:

Declaration, by telephone, post, e-mail or face-to-face, of a customer's dissatisfaction with the Insurer.

Face-to-face, by telephone, post or e-mail, in the event of difficulties in the application of the provisions of this contract:

- 1) The Insured person may contact his/her local contact person:
  - either his/her insurance consultant

- or his/her correspondent on the specific cause of his/her dissatisfaction (assistance, claim, health benefit...).

The insurance consultant will, if necessary, transfer a question of particular competence in the hands of the department in charge of dealing with the claim \*of the Insured\* on this issue. The advisor is there to listen and to provide an answer with, if need be, the help of the concerned MMA services.

The Insured person will receive an acknowledgment of receipt within 10 working days.

He/she shall be kept informed of the progress of the examination of his/her situation and shall receive, unless under exceptional circumstances, a reply no later than two months after receipt of his/her complaint.

2) If the Insured's dissatisfaction persists, or if this first exchange does not satisfy him/her, he/she can directly solicit the MMA Customer Complaints Service – his/her contact details appear in the response to his/her complaint\*

– The Customer Claims Department, after having reviewed all the elements of his/her request, will inform him/her of the analysis within two months.

3) In case of disagreement with this analysis, the Insured will have the opportunity to seek the opinion of an Ombudsman.

The Customer Complaints Department will have provided the Insured with such contact information.

In the event of failure of this procedure, the Insured naturally retains his/her rights to take legal action.

The Insured will find this information on MMA.fr, as well as on the website of his/her insurance consultant.

#### French Act on information technology, data files and civil liberties:

Personal data concerning the Participant shall be used in connection with the award, management and execution of his/her insurance contracts.

This information may also be subject to:

- processing for commercial management purposes, unless opposed by the Participant,
- internal control processes,
- specific processing and information to competent authorities within the framework of laws and regulations in force and, in particular, those relating to the fight against money-laundering and the financing of terrorism,
- anti-fraud insurance processing which may result in the inclusion of persons 'at risk of fraud' into a specific list.

Data is intended for MMA IARD SA, responsible for its processing, and may be transmitted, within the limits of its granted authorizations, to entities, mandataries and partners who are contractually or statutorily linked to it and to professional bodies.

The Participant has the right of access, rectification, deletion and opposition for legitimate reasons, by addressing a letter to the Customer Complaints Department: Service Réclamations Clients MMA – Informatiques et Libertés – 14 Boulevard Marie et Alexandre, Oyon, 72030 LE MANS Cedex 9, France.

MMA IARD SA informs the Participant that he/she is likely to receive a call from one of his/her advisors. This call can be subject to tapping and recording for the purpose of improving the proposed service and training teams. The Participant may oppose this processing by not giving effect to this call.