

**ENROLMENT FOR "PERSONAL ACCIDENT" COVER
FROM THE TYPES OF COVER PROVIDED BY CONTRACT NO. 35.528.203 issued by TOKIO MARINE EUROPE
INSURANCE LTD**

I, the undersigned

<u>POLICYHOLDER</u>
Surname:
First name:
Date of birth:
Address:
Postcode:
Event:
Date of the event:
Date of registration:

Cover options purchased (tick the corresponding box):

Policy plan 1: Premium: EUR 15 inclusive of tax

ACCIDENTAL DEATH: EUR 30,000.
TOTAL, PERMANENT PHYSICAL DISABILITY as a result of an accident: EUR 80,000, which may be reduced in the event of PARTIAL, PERMANENT PHYSICAL DISABILITY according to the Company scale
TEMPORARY DISABILITY as a result of an ACCIDENT (as from the 4th day of disability and for a maximum of 90 days): EUR 40 per day.
MEDICAL EXPENSES following an accident, up to EUR 1,500.

Policy plan 2: Premium: EUR 35 inclusive of tax

ACCIDENTAL DEATH: EUR 100,000.
TOTAL, PERMANENT PHYSICAL DISABILITY as a result of an accident: EUR 200,000, which may be reduced in the event of PARTIAL, PERMANENT PHYSICAL DISABILITY according to the Company scale
TEMPORARY DISABILITY as a result of an ACCIDENT (as from the 4th day of disability and for a maximum of 90 days): EUR 75 per day.
MEDICAL EXPENSES following an accident, up to EUR 2,500.

Policy plan 3: Premium: EUR 50 inclusive of tax

ACCIDENTAL DEATH: EUR 200,000.
TOTAL, PERMANENT PHYSICAL DISABILITY as a result of an accident: EUR 300,000, which may be reduced in the event of PARTIAL, PERMANENT PHYSICAL DISABILITY according to the Company scale.
TEMPORARY DISABILITY as a result of an ACCIDENT (as from the 4th day of disability and for a maximum of 90 days): EUR 75 per day.
MEDICAL EXPENSES following an accident, up to EUR 2,500

Please contact AON Consulting for all studies or requests for benefits that are different from those offered as part of the policy plans; these requests must be made 15 days before the event.

**For all requests, please contact
WILLIAM DE CARVALHO on 01.58.75.63.65 or BY EMAIL: william_de_carvalho@aon.fr**

BENEFICIARY IN THE EVENT OF DEATH

In the event of the DEATH of the INSURED, the BENEFICIAIRES of the death benefit provided for this purpose are:

- if the INSURED is married: his/her spouse, who must not be legally separated from the insured due to his/her fault, or divorced; by default the insured's born or unborn children, whether living or represented, by default his/her heirs,
- if the INSURED is party to a PACS civil union, his/her partner, by default his/her heirs,
- if the INSURED is widowed or divorced: his/her children, by default his/her heirs,
- if the INSURED is single: his/her heirs.

Or

.....
.....

I acknowledge that I have read the general conditions of insurance that are attached to this enrolment form.

Signed in on/...../20.....

Signature of the Policyholder.

Please Send your payment to the order of AON

Form to be returned to: - AON Consulting- William de Carvalho- 420 rue d'Estiennes d'Orves – 92700 Colombes

SUMMARY OF THE TYPES OF COVER PROVIDED BY PERSONAL ACCIDENT POLICY NO. 35.528.203 WHICH IS DEEMED TO BE AN INFORMATIONAL NOTICE IN ACCORDANCE WITH ARTICLE L141-4 of the French Insurance Code

INSURER

**TM SPECIAL LINES
TOKIO MARINE EUROPE INSURANCE
LIMITED
French branch
66, rue de la Chaussée d'Antin
75441 PARIS CEDEX 09**

PURPOSE OF THE COVER

The purpose of this contract is to provide cover for the person(s) defined below against the accidents to which they may fall victim throughout the term of the contract.

INSURED PERSONS

This contract covers policyholders under the age of 70 and who enrolled for this policy for their participation in the 2010 Merrell Oxygen Challenge.

DEFINITIONS

Accident

All bodily harm not intentionally caused by the victim and that was caused by the sudden effect of an external cause.

As an extension to this definition, this contract covers pathological manifestations that are the direct consequence of said bodily harm.

The following are assimilated to accidents:

- injuries caused by fire, steam jets, acids and corrosive substances, lightning and electric current;
- asphyxia by immersion and asphyxia by unexpected absorption of gas or vapours;
- the consequences of poisoning and bodily injuries caused by the unintentional absorption of toxic or corrosive substances;
- cases of heliosis, hyperaemia and freezing as a result of shipwrecks, forced landings, collapses, avalanches, floods or all other events that are accidental in nature;
- the direct consequences of animal bites or insect stings, excluding illnesses (such as malaria and sleeping sickness), for which the primary origin can be linked to such bites or stings
- injuries that may occur during the practice of underwater diving, including those caused by hydrocussion or a decompression phenomenon;
- bodily injuries that result from assaults or attacks of which the Insured is victim, unless it is proved that the Insured actively participated therein as perpetrator or instigator of said events;
- the physiological consequences of surgical operations, provided that said operations were made necessary by an accident that is eligible for cover.

The following are not assimilated to accidents:

- myocardial infarction, cerebral embolism, epileptic fits and subarachnoid haemorrhage.

EXCLUSIONS

ACCIDENTS CAUSED OR THAT ARE INTENTIONALLY TRIGGERED BY THE INSURED, THE CONSEQUENCES OF THE INSURED'S SUICIDE OR ATTEMPTED SUICIDE, AS WELL AS ACCIDENTS CAUSED BY THE USE OF DRUGS OR NARCOTICS THAT ARE NOT MEDICALLY PRESCRIBED.

ACCIDENTS THAT RESULT FROM THE INSURED PARTICIPATING IN A BRAWL (EXCEPT IN THE EVENT OF SELF-DEFENCE

OR ASSISTANCE TO A PERSON IN DANGER), A DUEL, MISDEMEANOUR OR CRIMINAL ACT.

ACCIDENTS THAT OCCUR DURING THE USE OF APPARATUS THAT MAKES AIR TRAVEL POSSIBLE, WHETHER AS A PILOT OR MEMBER OF THE CREW, OR DURING THE PRACTICE OF SPORTS USING OR BASED ON SAID APPARATUS.

ACCIDENTS CAUSED BY THE ACTUAL PRACTICE, AS AN AMATEUR, OF ALL SPORTS THAT REQUIRE THE USE OF MECHANICAL, MOTORISED MEANS OF TRANSPORT, WHETHER AS DRIVER OR PASSENGER. PRACTICE OF A SPORT MUST BE UNDERSTOOD TO MEAN TRAINING, TRIALS AND PARTICIPATION IN SPORTING EVENTS OR COMPETITIONS.

ACCIDENTS CAUSED BY WAR, WHETHER CIVIL OR FOREIGN DECLARED OR UNDECLARED.

ACCIDENTS CAUSED BY IONIZING RADIATION EMITTED BY NUCLEAR FUELS OR RADIOACTIVE WASTE, OR CAUSED BY WEAPONS OR DEVICES THAT ARE DESIGNED TO EXPLODE THROUGH MODIFICATION OF THE STRUCTURE OF THE ATOMIC NUCLEUS.

SCOPES OF APPLICATION OF THE COVER

The types of cover provided by this contract shall produce their effects during the Insured's participation to the whole sporting event for which s/he is registered and has taken out this cover.

The cover shall be take effect as soon as the starting line is crossed and shall end as soon as the finishing line is crossed, or when the Insured pulls out.

NATURE OF THE INDEMNITIES

Death

If, within a maximum of 24 months as from the accident suffered by the Insured, said accident causes death, we guarantee the payment of the benefit for which the amount is determined on the reverse to the person, or between the persons designated as beneficiaries (see over).

When, prior to death, the same accident has given rise to the payment of an indemnity for permanent disability pursuant to the following conditions, the benefit shall be decreased by the amount of said indemnity.

Disappearance

The officially recognised disappearance of the Insured's body during the shipwreck, the disappearance or destruction of the means of transport in which the Insured was travelling, shall give rise to a presumption of death upon expiration of a period of one year as from the date of the accident.

However, if it is found at any time whatsoever after the payment of an indemnity in respect of the disappearance of the Insured, that the Insured is still alive, the monies unduly paid in this respect must be repaid to us in full.

Permanent disability

Where the accident causes permanent disability, we shall pay the Insured an indemnity for which the

maximum amount corresponds to the rate of 100% on the scale printed on the reverse.

If the disability is only partial, the Insured shall only be entitled to a fraction of the indemnity proportionate to the degree of disability.

The disabilities not listed shall be indemnified according to the seriousness thereof, compared to those listed.

The indemnity is all-inclusive and contractual in nature: it shall be determined in accordance with the rules specified above, without taking into account the age or the profession of the Insured.

The degree of disability shall be determined at a time when the definitive consequences of the accident can be determined with certainty, and, at the latest, unless conditions to the contrary are agreed on mutually between the Insured and us, upon expiry of a period of one year as from the date of the accident.

The death and disability cover cannot be combined when they result from the same accident.

Multiple disabilities

Where the same accident causes multiple, separate disabilities, the principal disability shall first be evaluated under the conditions provided for above; the other disabilities shall then be assessed successively, proportionately to the remaining capacity after the addition of the previous disabilities, without the aggregate rate being able to exceed 100%.

The absolute functional disability of a member or organ shall be assimilated to the loss of said member of organ.

The loss of members or organs that were non-functional before the accident shall not give rise to any indemnity. If the accident affects a member or organ that is already disabled, the indemnity shall be determined by the difference between the state prior and subsequent to the accident. Under no circumstances can the evaluation of injuries that are a result of the accident be increased by the disabled condition of members or organs that the accident did not affect.

Nervous impairments and nervous injuries can be taken into account, inasmuch as they are the consequence of a covered accident, only if they are evidenced by clearly characterised clinical signs during examinations.

COVER EXTENSIONS

EXTENSION OF THE DEATH COVER TO INCLUDE THE NOTION OF "CARDIAC ACCIDENT", WITHIN THE STRICT LIMITS DEFINED BELOW:

Provided that the conditions mentioned below are all met, a "CARDIAC ACCIDENT" shall be deemed to be an event that is eligible to trigger the application of the "DEATH" cover provided for under this contract, inasmuch as an INSURED suffers from his/her very first heart attack, (i.e. when said cardiac accident, which is completely unforeseeable in nature, manifests itself for the very first time, whereas the INSURED never had the slightest warning of this type of accident previously, or never had the necessity or the medical need to receive medical care for this type of complaint).

This type of specific cover, which is habitually provided by "HEALTH" Insurance, shall be taken

into account under this contract, provided, however, that it can be medically proven, or at least attested with quasi-certainty by the doctors:

- that this first heart attack is due, according to all presumptions, to an outside phenomenon that is independent of the INSURED's state of health (for example, an intense psychological or emotional cause, or a decisive climatic phenomenon, etc.)
- that it caused the immediate death of the INSURED, or the INSURED's death at the latest within three months of the first time it was medically observed.

DEATH COVER EXTENSION TO "ANEURYSM RUPTURE", WITHIN THE STRICT LIMITS DEFINED BELOW:

- The Insured must be less than 65 years old at the time of the facts,
- The Insured has no history of vascular injuries (arteriosclerosis).

INSURER'S MAXIMUM LIABILITY

The maximum benefit guaranteed for an insured person cannot exceed the amount stated on the enrolment form, depending on the policy plan purchased by the policyholder.

It is formally agreed that, if the cover were to be triggered for the benefit of several Insured victims of the same accident caused by the same event, and when the total of the DEATH and DISABILITY benefits purchased under the policy exceeds **EUR 10,000,000**, the Company's cover shall in any event be limited to said amount for the aggregate amount of the DEATH and PERMANENT DISABILITY benefits for the victims of the same accident.

Therefore, it is understood that the indemnities shall be reduced and paid proportionately according to the benefit options purchased by each of the victims.

DECLARATION OF CLAIMS

The Insured or his/her assigns, yourself where applicable, or any authorised agent acting on their behalf are obliged to make a declaration of any claim, in writing or verbally in return for a receipt, to our

Registered Office or to our representative designated in the contract, within fifteen days at the latest as from the date on which they are aware thereof.

If the declaration of claim is not made within the timeframe provided for above, except due to unforeseeable events or force majeure, we may declare the cover to have lapsed if we can prove that the delay in the declaration was detrimental to us (Article L.113-2 of the French Insurance Code).

The declaration of claim must include, in particular:

- the date, circumstances and place of the accident;
- the surname, first name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the injuries or wounds, as well as the probable consequences thereof;
- where applicable, the police or *gendarmerie* report, the names and addresses of the perpetrators of the accident, and of any witnesses.

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and the consequences thereof, the disability rate and the duration of the total or partial temporary disability shall be determined by agreement between the parties or, absent an agreement, by two doctors, each appointed by one of the parties. In the event of a difference in opinion between said two doctors, they shall call on a third doctor in order to issue a majority opinion; if they do not agree on the choice of said third doctor, or if one of the parties does not appoint its expert, the appointment shall be made upon petition of the first party to take action, by the presiding judge of the *tribunal de grande instance* (district court) that has jurisdiction over the Insured's domicile, with exemption from oath requirements and all other formalities.

Each party shall bear the cost of the fees and expenses concerning the intervention of the doctor designated by it; those fees and expenses incurred by the possible intervention of a third doctor shall be shared equally between the parties.

TIME BAR

All actions described in this contract are subject to a two-year time bar. This two-year period shall start to run from the date of the event that gives rise to this action, under the conditions determined by Articles L.114-1 and L.114-2 of the French Insurance Code.

CLAIMS

In the event of difficulties in the application of the contract, please consult your usual advisor first.

If you do not find his/her response to be satisfactory, you may send your claim to:

**TOKIO MARINE EUROPE INSURANCE
LIMITED**

TM Special Lines

**66, rue de la Chaussée d'Antin
75441 PARIS CEDEX 09**

Lastly, if your disagreement persists after the response has been provided, you may request the opinion of the mediator under the conditions that will be notified to you following a request made to the address below.

SUPERVISORY AUTHORITY

In accordance with the French Insurance Code (Article L. 112-4) it is specified that the supervisory authority for the company TOKIO MARINE EUROPE INSURANCE LIMITED is the Financial Services Authority, 25 The North Colonnade – Canary Wharf – London E14 5HS – ENGLAND

**TOKIO MARINE EUROPE INSURANCE
LTD**

Subject to the French Insurance Code
Branch in France:
66 rue de la Chaussée d'Antin
75441 PARIS CEDEX 09
Paris Trade and Companies Registry
no. B 382 096 071

Please contact AON Consulting for all studies or requests for benefits that are different from those offered as part of the policy plans; these requests must be made 15 days before the event.

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WILLIAM DE CARVALHO on 01.58.75.63.65 or BY EMAIL: william_de_carvalho@aon.fr**

The full insurance contract to which this policy information refers is available from AON Consulting on request.