

# CONTRACT 3

## EXTRACT FROM THE GROUP INSURANCE CONTRACT NUMBER 5092 SUBSCRIBED

between

### **AXA FRANCE VIE**

a public limited company with a company capital of 487 725 073.50 euros  
listed in the Register of Commerce and Companies of Nanterre under number 310 499 959  
Registered office: 313 Terrasses de l'Arche – 92727 NATERRE CEDEX (France)

referred to hereinafter as “**the insurer**”

and

### **the ASSOCIATION DE PREVOYANCE DU PERSONNEL NAVIGANT (APPN)**

Registered office : 82 Avenue François Mitterrand, 91200 ATHIS-MONS, FRANCE

referred to hereinafter as “**the subscriber**”

## PREAMBLE

**In the present contract the following terms will occur frequently :**

- **the subscriber** is the legal entity concluding a contract for natural persons meeting certain criteria (the insured group) – in the present case, the APPN ;
- **the insurer**, usually referred to as **we/us**, is the insurance company covering the risk subscribed – in the present case, AXA FRANCE VIE ;
- **the insured group** refers to the category of members to which you belong ; this category, with details of criteria for membership, is defined in the paragraph entitled "Membership of the contract" in Section II ;
- **the member** is you, i.e. the natural person who belongs to the insured group and has joined the contract ;
- **the beneficiary** is the person to whom benefits are paid when the subscribed cover applies ; this person may be the member or someone else.

## **I - THE PROVISIONS CONCERNING YOUR CONTRACT**

### **The duration of the contract**

#### **Effective Date :**

The contract takes effect on 1<sup>st</sup> January 2003. It runs until 31<sup>st</sup> December each year and is then renewed each 1<sup>st</sup> January by tacit agreement.

### **Contributions**

#### **The basis for calculating contributions**

Contributions are calculated on the basis of the insurance referred to in the paragraphs entitled "Basis for the insurance cover" and "Death Cover" ; they may also be age-dependent.

#### **The amount of your contributions**

The amount of the contribution due by each member is fixed annually and payable monthly. The contribution rates are fixed in the section entitled "Death Cover" of the contract signed between the subscriber and the insurer. They are expressed as a percentage of the basis for the insurance cover.

The contribution may also evolve, taking into account the revision provided for in the following paragraph.

#### **Revision of contributions**

Contributions may be reviewed according to the technical results of the contract. The resulting new contributions are applicable from the date fixed by mutual agreement between the subscriber and the insurer.

#### **Payment of your contributions**

In compliance with the provisions of Article L. 140-3 of the French Insurance Code, the subscriber may exclude a member from benefit of the contract if the member ceases to pay the corresponding contribution or if the relationship is broken off, subject to the conditions provided for in this article.

## **Time limitation**

There is a **two-year** period of limitation on any legal action arising from your contract ; the two-year period starts on the date of the event on which the action is based.

This starting point may be altered :

- if the member is able to prove that he became aware of the incident at a later date, or
- if the member made a false, incorrect or incomplete damage claim, or
- if the member's action is because of a third party's action against him/her.

The time limitation is extended to 10 years where :

- for operations dependant on the duration of human life, the member is not the beneficiary, or
- for operations involving cover of the accident risk, the beneficiaries are the member's rightful claimants.

The time limitation may be curtailed by :

- a court summons, order to pay or attachment, or
- the naming of experts further to an incident, or
- the sending of a registered letter concerning failure to pay the contribution or settlement of the benefit.

## **Legislation concerning the processing of personal data**

Members have unrestricted access to the information held about them, in compliance with the legislation in force on the processing of personal data. To consult or object this information or request correction of the information shown, members need only contact the subscriber.

## II - PROVISIONS CONCERNING MEMBERS

### Membership to the contract

#### **Insured group**

To join this contract, you must :

- be a member of the APPN ;
- be less than 45 years of age on the date of adherence ;
- be one of the following :
  - listed in the civil aviation registers,
  - a trainee registered with a flying school,
  - a jobseeker holding a technical flight personnel member's certificate ;
- present a certificate of fitness for aerial navigation issued by a Flight Personnel Medical Examination Centre dated back to less than two years ;
- complete a membership form supplied by the subscriber.

The widows of members of the APPN may also, on their request, apply to become members of the contract, subject to the following conditions :

- be aged less than 65 on the date of joining ;
- submit their application in the year following the member's death ;
- join the association ;
- complete a medical questionnaire.

If their replies to the medical questionnaire require for additional information, or if the capital to be covered is at least 300 % of the annual French Social Security ceiling, a medical examination, the cost of which we will pay, will be requested.

Lastly, membership of the contract is open to members of AVIATION SANS FRONTIERES carrying out missions, on condition that they are introduced by that association. We guarantee them capital in the event of death where death occurs either during a mission or as a result of a mission on condition that, in this last case, it occurs within six months of the end of the mission and is the consequence of an accident or illness originating during the mission. **Total and irreversible loss of autonomy is not covered.**

## **Duration of the cover**

### **1 - The start of the cover**

For all persons eligible to join the contract who have satisfied the conditions for membership, the effective date of covering all the risks and the starting point for contributions shall be, depending on the member :

- the first day of the month following the membership form,
- in the case of widows of members, the first day of the month following our acceptance ;
- for members of AVIATION SANS FRONTIERES, the first day of the month following the request for cover presented by that association.

### **2 - The end of cover**

Our cover ends :

- at the end of the month during which you cease to fulfil the conditions for membership of the insured group ;
- at the end of the month during which the termination of membership request is made, subject to you having notified the insurer by registered letter at least two months before the date mentioned above ;
- at the end of the month during which you reach the age of 65 years, for members refusing to carry on the contract up to the age of 75, for the guarantees for flight personnel with AVIATION SANS FRONTIERES and for the widows of members ;
- at the end of the month during which you reach the age of 75 years, for members who have asked to carry on the contract after the age of 65 ;
- in the event of ceasing to pay contributions, according to the provisions set out in the paragraph “ payment of contributions” in Section I ;
- in the event of termination of the contract.

## **Basis for the insurance cover**

The member mentions the basis for the insurance cover he/she may select, within the limits provided for in Section III, with a view to determining the benefits covered and the corresponding contributions.

## **Amendment to the basis of the insurance cover**

### **Capital brackets**

The stipulations for increase mentioned under the two headings below refer to capital brackets : these are the brackets shown in the Death table appended to the contract.

### **Amendment on APPN's initiative**

The APPN notifies its members, at variable intervals of between 12 and 18 months, of an increase carrying the insurance cover over to the immediately higher capital bracket, within the limits of the contract. The increase takes effect automatically on the date indicated in the notification.

The member may oppose such amendment, and must express his/refusal in writing.

### **Amendment on the member's initiative**

If the member is under the age of 50, he/she may, every five years, carry the basis for the insurance cover over to the immediately higher capital bracket or to the following bracket, within the limits of the contract.

This possibility of upgrading is also open to members under the age of 50, subject to the same conditions in respect of the amount, each time his/her remuneration increases by at least 15 % due to a change in function, appointment, qualification or employer.

It is stated, in compliance with the provisions of Article L132-7 of the French Insurance Code, that suicide, in terms of the additional guarantee corresponding to the increase in the basis for the insurance cover, is covered from the second year following the increase onwards.

The basis for the insurance cover may be reduced freely, regardless of the member's age. In this case, it is stated that in the event of suicide the new capital guaranteed would be paid whatever the date on which death occurred.

### **Information for the insurer**

The APPN provides to the insurer a list of those members whose basis for insurance cover has changed, indicating the new amounts of capital and the effective date, according to the provisions set out in Article 5 of the contract.

### III - DEATH COVER

#### **Purpose of the cover**

The purpose of the cover is to ensure the payment of a capital sum to the designated beneficiary(ies) in the event of death or, as the case may be, total and irreversible loss of autonomy.

#### **Death cover**

##### **1. The amount of the capital sum**

The amount of the capital sum guaranteed is equal to the basis for the insurance cover selected. The amount of the contribution due for the insurance year is fixed as a percentage of the basis for the insurance cover and varies according to your age.

From the 66<sup>th</sup> birthday onwards, the amount of the capital paid out is reduced by 10 % of the amount of the basis for the insurance cover, each year. The reduction starts on the first day of the month in which the birthday falls.

Age	Maximum cover
Up to 64 years	EUR 500 000
From 65 years to 74 years	EUR 250 000

However, the maximum capital guaranteed is fixed at :

- EUR 155 000 for trainees,
- EUR 100 000 for widows of members of the association,
- EUR 60 000 for flight personnel with AVIATION SANS FRONTIERES.

##### **2. The beneficiaries of the capital**

The capital is paid to the beneficiary(ies) as designated by you :

#### **Standard designation of beneficiaries**

If you make no specific mention, we pay the capital to :

- your spouse judicially not separated ;
- for lack of, the partner to whom you are bound by a "Civil Solidarity Pact" ("*PACS*"), in which case your partner must be able to prove domiciliation at the same address by producing a copy of his/her most recent tax notification ;
- for lack of, with benefits equally split among them, your children, living or represented, and the children of your spouse if they were his/her dependents ;
- for lack of, with benefits equally split among them , your father and mother, for lack of one of them, the other one in totality ;
- for lack of, your heirs at law according to the order of devolution of your estate.

### **Specific designation of beneficiaries**

You may designate one or more beneficiary(ies) of your choice on condition that an earlier specific designation has not been accepted by the concerned beneficiary. You must inform the insurer in writing, through the subscriber, of any specific designation.

The standard designation of beneficiaries nevertheless applies in the following cases :

- if all the designated beneficiaries die before you do, or
- if you and all the designated beneficiaries die simultaneously in the same incident without it being possible to determine the order of the deaths.

Lastly, if you wished to divide up the capital among a number of beneficiaries, the death of one of them shall result in the redistribution of the capital among the others in proportion to their respective shares.

### **Total and irreversible loss of autonomy**

We pay the capital sum for death cover in advance if you are affected by a total and irreversible loss of autonomy before reaching the age of 60 years.

You will be acknowledged as being affected by a total and irreversible loss of autonomy if it is proven, before your 60<sup>th</sup> birthday and while the contract is in force, that you are totally unfit for any activity or occupation whatsoever and that this is irreversible, within the meaning of legislation on accidents in the workplace.

**The date of acknowledgement of total and irreversible loss of autonomy corresponds to the date of sending the document in which we accept to pay the capital sum in advance. Death cover ends on the same date.**

Any difficulty of a medical nature may be settled by means of a medical expert's report ; failing agreement between your own doctor and the insurer's doctor, both would designate a third doctor to reach a definitive decision. If they cannot agree on the choice of this doctor, the latter will be designated by the presiding judge of the appropriate court at the request of the most diligent party. **Each party shall bear the cost of its doctor and, if appropriate, half the cost of the third doctor's intervention.**

### **Exclusions**

**The following cases are excluded from the cover provided in the case of death or total and irreversible loss of autonomy :**

- **suicide or attempted suicide by the member during the first year of membership ;**
- **war, whether civil or foreign ;**
- **terrorist acts perpetrated by means of or by direct or indirect use of any radioactive material or material of chemical or bacteriological origin.**



#### IV THE DOCUMENTS NECESSARY FOR THE PAYMENT OF BENEFITS

<b>Supporting documents (to be sent to us no later than six months after the death)</b>	<b>Death</b>	<b>Total and irreversible loss of autonomy</b>
Death certificate	X	
Medical certificate indicating the nature and circumstances of death (to be sent by a letter marked confidential to the subscriber's medical adviser) *	X	
Written request from the member or his/her legal representative		X
Medical report drawn up by the attending physician or by the doctor who has noted total and irreversible loss of autonomy (to be sent by a letter marked confidential to our medical adviser) *		X
For employees, notification of Social Security's allocation of a pension in the 3 <sup>rd</sup> category of disability or for 100% permanent disability indicating the allowance for a third party		X
Full copy of the member's birth certificate	X	X
Full copy of the beneficiary(ies)'s birth certificate(s)	X	
Photocopy of the "Civil Solidarity Pact" (" <i>PASC</i> ")	X	
Photocopy of the family record book(s) (" <i>livret de famille</i> ")	X	
Copy of the most recent tax assessment document for the partner in a "civil solidarity pact" (" <i>PASC</i> ")	X	X

\* If the member wishes, he/she may send all his/her medical documents to the medical adviser by a letter marked "Confidential".