



# **LOSS OF LICENCE**

## **MEMORANDUM 2023**

## Preamble

The contract is governed by the French Insurance Code and the provisions of the group contract subscribed with MACIF by APPN ("Association de Prévoyance du Personnel Navigant") for the benefit of its members. This memorandum sets out the main provisions of the group contract.

MACIF is the insurer for this contract and is subject to the supervision of the corresponding French supervisory authority "Autorité de Contrôle Prudentiel et de Résolution" (4 Place de Budapest, 75436 Paris Cedex 9).

APPN is the authorised agent instructed by MACIF to manage the contract. For any operation in connection with the contract, you should contact APPN - 82 Avenue François Mitterrand - 91200 ATHIS-MONS (France) and [info@appn.asso.fr](mailto:info@appn.asso.fr).

## Personal data

The data are collected by APPN, in charge of the process and the management of your membership request.

The data will also be processed by APPN, as delegate manager, in the name and on behalf of the insurers, in charge for the contracting, the management and the enforcement of the insurance contracts.

The data will also be processed to counter money laundering and terrorism financing. The data will also be processed to counter the fraud, which may lead to registration on a list of people presenting a risk.

You have the right to access, to rectify, to erase, to limit, to oppose, if applicable of portability, and define the rules regarding the retention, erasure and communication of your personal data after your death.

If applicable, you may withdraw the consent to the process of your data which will cease. We inform you that any customer may ask to be put on a cold calling opposition list on [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

You may use your rights and make any information request regarding your personal data to APPN, 82 avenue François Mitterrand, 91200 ATHIS-MONS or via email: [info@appn.asso.fr](mailto:info@appn.asso.fr).

You also have the right to complain to the French national Commission data protection CNIL ([www.cnil.fr](http://www.cnil.fr)).

All the details of the processing of your personal data by the insurer:

**MACIF** – Mutual insurance company with variable premiums, an undertaking governed by the French Insurance Code. Registered office 1 Rue Jacques Vandier – 79037 Niort cedex 9 (France). Identified under the single number 781 452 511 ; listed in the Register of Commerce and Companies in Niort. Company subject to the supervision of the French supervisory authority "Autorité de Contrôle Prudentiel" – 4 Place de Budapest, CS 92459, F-75436 PARIS. (Loss of licence contract): [www.macif.fr/assurance/particuliers/donnees-personnelles](http://www.macif.fr/assurance/particuliers/donnees-personnelles)

## Definitions

For a better understanding of your Loss of licence contract, “you” has to be understood as the member, and “we” as MACIF via APPN management. The purpose of the following list of definitions is to help you understand the terms used. **The words and expressions defined below are designated by an asterisk in the rest of the document.**

- **Member** : A natural person who is a member of the flight crew of an airline or air services company and has joined the contract, who is specifically named on the individual insurance certificate, and on whom the cover is based.
- **Jobseeker member** : A member who holds a flight crew licence but is not a member of the flight crew of any airline or air services company. Jobseeker status shall not be held for more than 3 consecutive years.
- **Trainee member** : A member who does not hold a flight crew licence and is undergoing training at an aeronautical training school. Trainee member status shall not be held for more than 3 years ; thereafter, the member is assimilated to an unemployed member. Exceptionally, a 3 years trainee member may keep that status for one more year if the member proves a continuing training at an aeronautical training school with a view to obtain a flight crew licence.
- **EASA** : European Union Aviation Safety Agency
- **Beneficiary(ies)** : Unless specified otherwise by the member, the beneficiaries are:
  - 1- the member's spouse or assimilated person, i.e., the person living permanently as a couple with the member on the date of the member's death, at the same address, on a permanent basis, without being separated de jure or de facto (spouse, partner in a civil partnership and cohabiting partner),
  - 2- for lack of, the legitimate, natural or adopted children of the member who are already born or to be born, alive or represented, with benefits equally split among them,
  - 3- for lack of, the member's heirs at law.
- **CEMA** : Aeronautical Medical Expertise Centre (**C**entre d'**E**xpertise **M**édicale de l'**A**éronautique)
- **FAA** : Federal Aviation Administration
- **ICAO** : International Civil Aviation Organization
- **Trainee to active pilot status** : when a trainee member is no longer a trainee and may not benefit from the special trainee premiums anymore.
- **Definitive Loss of Licence : definitive loss of medical fitness**, attested by an Aviation Medical Examiner, leading to the incapacity to exercise the privileges of the professional flight crew licence **worldwide**.
- **Temporary Loss of Licence guarantee** : temporary loss of medical fitness due to an accident or illness, attested by a doctor, leading to the incapacity to exercise the privileges of the professional flight crew licence. Pregnancy is not intrinsically considered as an illness.
- **Salary** : in order to calculate the amount of the Temporary Loss of Licence guarantee, it is the yearly gross salary, minus 25 %, divided by 12. To calculate the amount of the Definitive Loss of Licence guarantee, it is the yearly gross salary.
- **Mental disorders** : all mental disorders including psychological, psychiatric and psychosomatic disorders.

## **I - Conditions of membership and declarations**

### **PURPOSE**

This contract allows to subscribe to guarantees in the eventuality of the definitive or temporary loss of medical fitness as a result of illness or accident.

### **ARTICLE 1 – CONDITIONS OF MEMBERSHIP**

To subscribe to the contract, you shall:

- hold a valid professional flight crew licence which complies with ICAO\* Annex 1 (International Civil Aviation Organization),
- be at least 18 but not more than 45 years old,
- fill out, sign the membership form and answer the questions on the form,
- fill out and sign the medical questionnaire,
- produce the documents requested on the membership form.

**Specific case of trainee members\***: If you have the trainee status, you may subscribe to the contract if you are less than 35 years old and if you send the proof of your medical fitness to hold an ICAO\* Annex 1 professional flight crew licence and a valid training certificate stating the start and end date of the training period.

Once your insurance membership request has been studied, MACIF may either:

- accept the guarantees request with no reservations,
- accept your membership request but applying a limitation on the guarantees if the assessed declarations do not fit the rules for risks acceptance
- refuse your insurance membership request

If your membership request is accepted, you will be sent an individual insurance certificate setting out the conditions of the insurance cover.

### **ARTICLE 2 – DECLARATIONS BY THE INSURED MEMBER**

The declarations regarding your civil status, state of health, and any previous medical history stated at the time of joining our scheme and when altering or upgrading the guarantees, are used as basis for the insurance cover. They may justify the application of exclusions on the guarantees or denial.

**You shall inform us of any change in your state of health which might have occurred between the signing of the membership form and the individual insurance certificate receipt, meaning that your membership has been accepted.**

If you hold a number of licences granted by various States, **you have to inform us accordingly at the time of applying, or during the lifetime of the contract if such licences are obtained after joining.**

**You also shall declare, either at the time of joining or during the effective period of the contract, any other insurance subscribed covering the same risks.**

**After joining the scheme**, if you lose your job and are unemployed, you shall notify us. This leads to a change of status and premiums.

**The consequences of an inaccurate declaration are explained on the article “False declaration” on this detailed memorandum.**

## II - Description of the guarantees

**The Temporary Loss of Licence and Definitive Loss of Licence guarantees are granted on condition that the compliance with the medical criteria for renewal EASA\* and ICAO\* are respected.**

### **ARTICLE 3 - DEFINITIVE LOSS OF LICENCE\***

The Definitive Loss of Licence\* guarantee entitles you to receive a capital amount in the event of a claim. It is broken down into two distinct guarantees: a basic guarantee and an optional guarantee 55/65 years.

#### **Article 3.1 – To rise a claim**

The guarantee covers the definitive loss of licence\* as a result of illness or accident for all members\* **except for jobseeker members\* or trainee members\* on the day of the claim.** Those members are covered only for definitive loss of licence\* as a result of accident or one of the following illnesses:

- infarction
- serious coronary artery disease,
- cancers,
- cerebrovascular accidents (CVA),
- serious osteo-articular traumatism requiring surgery,
- ametropia (myopia, astigmatism, hypermetropia),
- heterophoria, heterotropia,
- wide-angle glaucoma,
- lens opacification,
- vitreo-retinal degeneration,
- cholesteatoma,
- chronic otitis media,
- presbycusis with hearing loss.

APPN reserves the right to request payslips and/or employer certificates stating that the member\* was actually pursuing a paid activity at the time he lost the licence.

In the event of definitive loss of licence\*, you receive the covered amount. In case of death during the period of the claim opening and the time of the covered amount payment, the lump sum is paid to the designated beneficiaries. For lack of designation of beneficiaries, the due amount is paid to :

1. your spouse or considered spouse, meaning the person living permanently as a couple with you on the day of the death, at the same address, on a permanent basis, without being separated de jure or de facto (spouse, partner in a civil partnership and partner) ;
2. for lack of, your legitimate, natural or adopted children who are already born or to be born, alive or represented, in equal shares ;
3. for lack of, your heirs-at-law.

**Rising the Definitive Loss of Licence guarantee closes the Temporary Loss of Licence guarantee claim.**

#### **Article 3.2 – Conditions for the definitive loss of licence\*claim**

The definitive loss of licence\* shall be recognised while you are insured and before:

- you retire as a flight crew member,
- your 60<sup>th</sup> birthday if you are insured for the basic cover,
- your 65<sup>th</sup> birthday if you are insured for the 55/65 years cover,
- your death.

The cover is granted when the definitive loss of licence\* is stated by:

- the Medical Board of the French Civil Aeronautics and by the French Ministry of Transport for European licences issued in France,
- the competent authorities of the State which issued the initial licence for licences issued by the EASA\* or the FAA\*.

The APPN's medical consultant reserves the right to request for the medical diagnosis issued by the relevant medical authorities (CMAC in France or similar abroad).

**The cover is granted by referring to the date of request of definitive loss of licence by the member, to the competent medical authorities.**

Nevertheless, MACIF reserves the right, before accepting these decisions, to request a medical expertise by an approved medical examiner of our choice, as provided in the rules of the Article Medical Examinations. **In the event of a divergence between the positions of the authorities and the examiners commissioned by MACIF, only the French courts are competent to deal with the dispute, in accordance with the EASA medical standards in force.**

**Specific case:**

**For members\* not holding a licence issued by the French civil aviation authorities:** if the competent authorities you depend on, do not issue any permanent unfitness decision, you may ask for a medical examination by a medical examiner of our choice **if you have been unfit to exercise your profession as a flight crew member for medical reasons for more than one year.**

If a definitive medical unfitness to fly is declared by this medical examiner, you will receive, each year, one-fifth of the covered amount, **within a maximum of 5 years.** You will have to provide each year the proof you are unfit to fly as member of the flight crew.

The cover is granted once the original licence documents are delivered to the insurer or, for lack of, that a statement of official cancellation from the flight crew members.

**Article 3.3 – Amount of the cover**

The amount of the guarantee you choose is limited to:

- **5 times the yearly gross salary within the limit of 340 000 €** when subscribing or change of status trainee to active pilot, for the first 3 years of membership.
- **5 times the yearly gross salary within the limit of 700 000 €** reached when requesting modifications or with the automatic revisions increase, after 3 years of membership.

**Specific case:** the member whom the yearly gross salary is 5 times lower than 200 000 €, will be able to ask for 200 000 € as maximum amount guarantee when subscribing or change of status from trainee to active pilot if he wished to (article 3.3 and article 8).

The amount of the cover is determined in steps of 20 000 € (called "tariff lines").

**The amount of the cover is calculated on the basis of the date of the decision of the competent authorities.**

The capital amount will be paid directly to you within **two months** following receipt of all the required documents for the payment of the benefit. We reserve the right to pay the capital sum in one or several instalments within the specified period.

A – **BASIC COVER**

**The amount of the cover decreases from your 51<sup>st</sup> birthday.** It decreases by 10 % each year until you are 60 years old. **The amount of the cover is determined in accordance with the table below, according to your age on the date of the definitive loss of licence\* decision.**

Before the age of 51 years	100 % of the amount
From the age of 51 years	90 % of the amount
From the age of 52 years	80 % of the amount
From the age of 53 years	70 % of the amount
From the age of 54 years	60 % of the amount
From the age of 55 years	50 % of the amount
From the age of 56 years	40 % of the amount
From the age of 57 years	30 % of the amount
From the age of 58 years	20 % of the amount
From the age of 59 years and before the age of 60 years	10 % of the amount

## B – THE 55/65 YEARS COVER

APPN may propose you the 55/65 years cover contract before your 55<sup>th</sup> birthday.

The amount of the 55/65 years guarantee, covered at 55 years is calculated according to the rule applicable for the basic cover A. At 55 years, it is therefore equal to half of the initial amount. **The amount of the cover then decreases from your 56<sup>th</sup> birthday onwards.** It decreases by 10 % each year until you are 65 years. **The amount of the cover is determined in accordance with the table below, according to your age on the date of the definitive loss of licence\* decision.**

From the age of 55 years	100 % of the amount (1)
From the age of 56 years	90 % of the amount
From the age of 57 years	80 % of the amount
From the age of 58 years	70 % of the amount
From the age of 59 years	60 % of the amount
From the age of 60 years	50 % of the amount
From the age of 61 years	40 % of the amount
From the age of 62 years	30 % of the amount
From the age of 63 years	20 % of the amount
From the age of 64 years and before the age of 65 years	10 % of the amount

(1) amount at 55 years applying the same rule as for basic cover

### **Specific case: declaration of medical fitness to fly after rising the definitive loss of licence cover:**

**If, after a loss of medical fitness allowing to rise the definitive loss of licence cover, a member is declared medically fit to fly and resumes flying as member of a flight crew, MACIF will claim the refund of the amount received, minus one twenty-fifth per year of unfitness to fly.**

## **ARTICLE 4 - TEMPORARY LOSS OF LICENCE**

The Temporary Loss of Licence\* guarantee shall entitle to the payment of an allowance on a monthly basis in case of claim. It is broken down into two distinct guarantees: a basic cover up to 60 years and an optional cover for members\* over 60 years and up to 65 years.

### **Article 4.1 – To raise a claim**

The guarantee covers the temporary loss of licence\* as a result of illness\* or accident\* for all members\* **except for jobseeker members\* on the day of the claim.** Those members are covered only for temporary loss of licence\* as a result of accident\*.

In the event of temporary loss of licence\*, you will receive an allowance paid at the end of each month. **This allowance is paid from the 29<sup>th</sup> day of temporary unfitness at the earliest.**

### **Article 4.2 – Conditions for the temporary loss of licence\***

The temporary loss of licence\* shall be recognised while you are insured and before:

- the day you retire as a flight crew member,
- and no later than the day of your 60<sup>th</sup> birthday if you are covered by the basic cover.
- or no later than the day of your 65<sup>th</sup> birthday if you are covered by the optional cover.

The cover is granted when:

- the temporary loss of licence\* is stated by the competent French medical authorities for French licences, or by the competent authorities for other licences, resulting in the temporary suspension of the licence ;
- temporary complete unfitness to fly, even if your licence has not been temporarily suspended ;
- part-time working on health grounds.

**In case of unfitness stated only by CEMA\* or by the medical authorities, without any unfitness end-date, you shall ask for a new medical visit to CEMA\* or to the medical authorities within 90 days in order to get a proof of your unfitness and end-date. Failing sending in this time limit the proof of unfitness, the temporary loss of licence allowances are not due anymore until receiving the proof from CEMA\* or to the medical authorities.**

### **Article 4.3 – Duration of payment of the allowances**

The payment of the allowances is stopped as soon as one of the following events occurs:

- you are fit to fly and back on duties ;
- the temporary loss of licence\* or unfitness to fly reaches the maximum duration of 3 years. This period is limited to 12 consecutive months when you are insured for optional cover ;
- definitive loss of licence\* is declared ;
- on your 60<sup>th</sup> birthday if you are insured for the basic cover ;
- on your 65<sup>th</sup> birthday if you are insured for the optional cover ;
- you exercised the right to retirement as a member of a flight crew ;
- in case of death.

### **Article 4.4 – Amount of the cover**

**The amount of the cover is calculated over a period of 30 days.**

**This amount shall not be higher than your yearly gross salary minus 25 %, divided by 12.**

The allowances are paid directly to you, first, within **two months** following receipt of all the required documents, and then on a monthly basis until the payment of the benefit ceases.

#### **A – BASIC COVER**

When subscribing, you choose the amount of the guarantee. The monthly amount shall not be higher than your yearly gross salary minus 25 % divided by 12, **up to the limit of 18 000 €**. This limited amount may be deducted, if applicable, by the amount of any other guarantee you might have subscribed with another insurance company, covering the same risk.

We reserve the right to request you to provide evidence of your income when subscribing or when altering the Temporary Loss of Licence\* guarantee.

The chosen amount of the guarantee and of the allowances in case of claim is determined according to the social protection afforded by your employer.

**Guarantee E1:** The allowance paid is :

- 20 % of the cover from the 29<sup>th</sup> day to the 91<sup>st</sup> day
- 60 % of the cover from the 92<sup>nd</sup> day to the 182<sup>nd</sup> day
- 100 % of the cover from the 183<sup>rd</sup> day to the 1095<sup>th</sup> day

**Guarantee E2:** The allowance paid is 5 % of the cover from the 91<sup>st</sup> day to the 1095<sup>th</sup> day.

**Guarantee E3:** The allowance paid is :

- 30 % of the cover from the 29<sup>th</sup> day to the 91<sup>st</sup> day
- 70 % of the cover from the 92<sup>nd</sup> day to the 457<sup>th</sup> day
- 100 % of the cover from the 458<sup>th</sup> day to the 1095<sup>th</sup> day.

**Guarantee E4:** The allowance paid is :

- 15 % of the cover from the 29<sup>th</sup> day to the 182<sup>nd</sup> day
- 32 % of the cover from the 183<sup>rd</sup> day to the 1095<sup>th</sup> day.

**Guarantee E5:** The allowance paid is :

- 100 % of the cover from the 29<sup>th</sup> day to the 182<sup>nd</sup> day
- 50 % of the cover from the 183<sup>rd</sup> day to the 1095<sup>th</sup> day.

**Guarantee E6:** The allowance paid is 100 % of the cover from the 91<sup>st</sup> day to the 1095<sup>th</sup> day.

**Guarantee E7:** The allowance paid is :

- 50 % of the cover from the 91<sup>st</sup> day to the 182<sup>nd</sup> day
- 100 % of the cover from the 183<sup>rd</sup> day to the 1095<sup>th</sup> day

**Guarantee E10:** The allowance paid is :

- 30 % of the cover from the 29<sup>th</sup> day to the 182<sup>nd</sup> day
- 100 % of the cover from the 183<sup>rd</sup> day to the 1095<sup>th</sup> day



**Guarantee E11:** The allowance paid is 100 % of the cover from the 91<sup>st</sup> day to the 546<sup>th</sup> day.

**Guarantee E12:** The allowance paid is :

- 50 % of the cover from the 29<sup>th</sup> day to the 121<sup>st</sup> day
- 100 % of the cover from the 122<sup>nd</sup> day to the 730<sup>th</sup> day
- 75 % of the cover from the 731<sup>st</sup> day to the 1095<sup>th</sup> day

**Guarantee E13:** The allowance paid is :

- 50 % of the cover from the 91<sup>st</sup> day to the 182<sup>nd</sup> day
- 100 % of the cover from the 183<sup>rd</sup> day to the 1095<sup>th</sup> day

If the temporary unfitness to work is declared as a "serious illness" by the employer's scheme, the allowance paid is:

- 50 % of the cover for a period of 365 days starting on the date on which the declaration is made by the competent authorities
- 75 % up to the 1095<sup>th</sup> day at the most, calculated from the start of the temporary unfitness for work.

**Guarantee E14:** The allowance paid is :

- 50 % of the cover from the 91<sup>st</sup> day to the 365<sup>th</sup> day
- 100 % of the cover from the 366<sup>th</sup> day to the 1095<sup>th</sup> day

If the temporary unfitness for work is declared as a "long-term illness" by the employer's scheme, the allowance paid is:

- 50 % of the cover for a period of 365 days starting on the date on which the declaration is made by the competent authorities
- 75 % up to the 1095<sup>th</sup> day at the most, calculated from the start of the temporary unfitness for work.

**Guarantee E15:** The allowance paid is :

- 30 % of the cover from the 29<sup>th</sup> day to the 182<sup>nd</sup> day
- 60 % of the cover from the 183<sup>rd</sup> day to the 365<sup>th</sup> day
- 100 % of the cover from the 366<sup>th</sup> day to the 1095<sup>th</sup> day

**Guarantee E16:** The allowance paid is 100 % of the cover from the 366<sup>th</sup> day to the 1095<sup>th</sup> day.

**Guarantee E17:** The allowance paid is :

- 30 % of the cover from the 29<sup>th</sup> day to the 547<sup>th</sup> day
- 100 % of the cover from the 548<sup>th</sup> day to the 1095<sup>th</sup> day

**Guarantee E18:** The allowance paid is :

- 20 % of the cover from the 29<sup>th</sup> day to the 91<sup>st</sup> day

For members\* deemed consolidated by the Social Security authorities but who have not yet regained their medical fitness for licence purposes, the allowance paid is 100 % of the cover from the date they are deemed consolidated by the Social Security authorities up to the 1095<sup>th</sup> day.

**Guarantee E20:** The allowance paid is :

- 60 % of the cover from the 183<sup>rd</sup> day to the 547<sup>th</sup> day
- 50 % of the cover from the 548<sup>th</sup> day to the 1095<sup>th</sup> day

**Guarantee E22:** The allowance paid is :

- 20 % of the cover from the 29<sup>th</sup> day to the 182<sup>nd</sup> day
- 60 % of the cover from the 183<sup>rd</sup> day to the 547<sup>th</sup> day
- 50 % of the cover from the 548<sup>th</sup> day to the 1095<sup>th</sup> day

**Guarantee E23:** The allowance paid is :

- 30 % of the cover from the 29<sup>th</sup> day to the 365<sup>th</sup> day
- 100 % of the cover from the 366<sup>th</sup> day to the 1095<sup>th</sup> day

**Guarantee E24:** The allowance paid is :

- 50 % of the cover from the 122<sup>nd</sup> day to the 242<sup>nd</sup> day
- 100 % of the cover from the 243<sup>rd</sup> day to the 730<sup>th</sup> day
- 75 % of the cover from the 731<sup>st</sup> day to the 1095<sup>th</sup> day

**Guarantee E25:** The allowance paid is :

- 20 % of the cover from the 29<sup>th</sup> day to the 182<sup>nd</sup> day
- 60 % of the cover from the 183<sup>rd</sup> day to the 365<sup>th</sup> day
- 100 % of the cover from the 366<sup>th</sup> day to the 1095<sup>th</sup> day

**Guarantee E27:** The allowance paid is :

- 70 % of the cover from the 29<sup>th</sup> day to the 182<sup>nd</sup> day
- 75 % of the cover from the 183<sup>rd</sup> day to the 1095<sup>th</sup> day

### **Guarantee E “jobseeker”:**

**The cover is only paid to members\* proving they receive unemployment benefit (“ASSEDIC”) from the French Job Centre (“Pôle Emploi”).**

The allowance paid is:

- 20 % of the cover from the 29<sup>th</sup> day and during the entire period of entitlement to ASSEDIC unemployment benefit, with a limit of 1095 days
- 50 % of the cover when entitlements to ASSEDIC unemployment benefit end, up to the 1095<sup>th</sup> day of unfitness for work.

**The monthly allowance is only paid for unfitness to fly as the result of an accident.**

### **B – OPTIONAL COVER**

If you subscribed the 55/65 years definitive loss of licence contract, you may keep the temporary loss of licence guarantee beyond the age of 60.

The amount of the allowance paid in case of claim is the same you had when insured for basic cover. It is set in respect of the same limits. **Nevertheless, the payment period is reduced to a maximum of 12 consecutive months.**

### **Specific cases:**

#### **► Alternate working time**

If you have the benefit of an alternate working time clause from your employer, the payment of cover in the event of temporary loss of licence\* is suspended during periods of inactivity. APPN shall be informed of this situation; you will then be refunded the premiums paid in respect of cover for the months concerned.

#### **► Part-time working on health grounds**

If you work part-time on health grounds, the amount of the allowance paid is reduced in proportion to your activity.

#### **► Carrying out other work during the period of unfitness**

If, despite your temporary loss of licence\*, you are allowed to work **and carry out** a different job than flight crew member, the amount of the cover paid is reduced by the amount of the salary you receive.

**The allowances paid for the Temporary Loss of Licence guarantee are not deducted from the amount paid in case of definitive loss of licence guarantee claim.**

### **ARTICLE 5 – TERRITORIALITY**

The cover is granted worldwide.

### **ARTICLE 6 – FRANCHISE AND EXCLUSIONS ON GUARANTEES**

#### **Franchise regarding mental disorders**

**For the first 6 years, from the effective date of each guarantee, a 50 % franchise is applied in case of definitive loss of licence or temporary loss of licence due to mental disorders\*. In that case, the payments made will be limited to 50 % of the basic amount chosen.**

**The guarantees are granted subject to the following limitations and restrictions :**

**Medical pre-existing conditions of the member\* before joining the scheme for which an exclusion is applied and mentioned on the individual insurance certificate.**

## **Specific exclusions from the temporary loss of licence\* guarantee and from the definitive loss of licence\* guarantee**

Claims resulting from the following are excluded :

- intentional or fraudulent action on the part of the member\*
- civil war or war with another country
- acts of terrorism, uprisings or rioting in which the member\* has taken an active part
- exposure to a source of ionising radiation or radiation of nuclear origin
- participation by the member\* in challenges, bets, attempts to break records, or in their preparation
- wing suit or base jump practise
- use by the member\* of an aircraft for acrobatic or low-altitude flying (“hedge-hopping”), except in cases of force majeure or if special authorisation has been granted by the competent authorities. The contract does however cover aerial acrobatics in an aircraft with a certificate of airworthiness approved for acrobatics, on condition that the pilot is suitably qualified
- use by the member\* for taking off or landing on the ground or on water at an aerodrome or a hydro-aerodrome not officially open to public air traffic or not authorised, in the case of a restricted-use aerodrome, for the type of aircraft used, or a manoeuvre carried out in violation of a refusal to allow landing on the ground or on water or taking off, except in cases of force majeure  
*This exclusion does not apply to firefighting or rescue manoeuvres, or Civil Security interventions.*
- use by the member\* of an aircraft with no valid certificate of airworthiness or certificate of limited airworthiness if the type of aircraft is required by law to have one  
This exclusion does not apply to test flights and acceptance tests for new, repaired or overhauled aircraft, with the exception of prototypes.
- suicide attempts, duels, brawling (except in the case of legitimate defence) on the part of the member\*
- participation in military operations. This exclusion does not apply during the completion, during peacetime, of either military service, or periods of military instruction not exceeding thirty days
- In the event of an airline being requisitioned by the public authorities, cover is maintained if the requisition allows normal operation of the airline by its normal crew members according to normal working methods.
- use by the member\* of substances classed in the [French] Public Health Code as drugs or psychotropic substances unless on medical prescription or absorbed accidentally
- drunkenness on the part of the member\* or the consequences of his/her consumption of alcohol
- loss of function or specialisation and professional unfitness without withdrawal of licence on medical grounds
- withdrawal of licence on disciplinary grounds.

### **Specific exclusions from temporary loss of licence\* cover**

Periods of stopping flying in order to undertake treatment in a health resort.

## **III - Operation of the contract**

### **ARTICLE 7 – EFFECTIVE DATE AND DURATION OF THE CONTRACT**

Subject to subsequent acceptance by MACIF, the effective date of the contract is the 1<sup>st</sup> of the month following receipt of the application file.

At your specific request, the contract will enter into force on that date. Otherwise, the effective date is the expiry of the cancellation period indicated in the Article entitled “Cancellation period”.

**During the currency of the contract, the Temporary Loss of Licence or the Definitive Loss of Licence guarantees shall be subscribed before your 45<sup>th</sup> birthday.**

The effective date of the 55/65 Definitive Loss of Licence guarantee is the 1<sup>st</sup> of the month following the member’s 55<sup>th</sup> birthday. This contract will supersede irreversibly to the basic Definitive Loss of Licence guarantee.

The effective date of the Temporary Loss of Licence guarantee for the optional cover is the 1<sup>st</sup> of the month following the member’s 60<sup>th</sup> birthday.

**In all cases, the effective date of the contract is indicated on your individual insurance certificate.**

The first insurance period ends on December 31<sup>st</sup> of the membership year. The guarantees are then renewed by tacit agreement for periods of one year, subject to the rules set out in the article on “Cessation of cover”.

## **ARTICLE 8 – MODIFICATION OF THE GUARANTEES**

You may at any time request a decrease of your guarantees.

**You shall be under 50 years of age to ask for the increase of the guarantees. The increase is limited to two tariff lines every five years.**

Up to the age of 50, you may request an increase of the guarantees, **within the limit of two tariff lines**, if your remuneration increases as the result of a change of duties, of airport base, of ratings or employer.

If you request an increase of the guarantees, you shall answer the questions regarding your health status. On the basis of these declarations, we may :

- accept your request with no conditions,
- accept your request applying an exclusion on the consequences of the ailments or accidents assessed before the request, only on the difference of the guarantee amount,
- deny your request.

**You shall inform us of any change in your state of health occurred between the signing of the modification form and the individual insurance certificate receipt, meaning that your modification request has been accepted.**

If your request is accepted, you will be sent an individual insurance certificate describing the new insurance conditions.

**In any case the maximum amount for the Definitive Loss of Licence\* is limited to 5 times the yearly gross salary, within the limit of 340 000 euros for the first 3 years of membership.**

## **ARTICLE 9 – AUTOMATIC REVISION OF THE GUARANTEES**

The guarantees may be increased on our proposal every 2 years. The guarantees are then increased up to the closest higher tariff line.

At each increase proposal, you may ask the increase not to be applied. This can then no longer be applied to you at a later stage. This upgrade of cover will only come into effect after the first 3 years of membership.

## **ARTICLE 10 – CESSATION OF THE GUARANTEES**

The guarantees shall cease :

- at your request, if you wish to end your insurance cover. You shall send to APPN a registered letter by post with acknowledgement of receipt or by e-mail a letter requesting the termination with your handwritten signature. The effective date of the termination is the 1<sup>st</sup> of the month following the receipt of that letter ;
- in the event of failure to pay a premium under the conditions provided in the Article on “Failure to pay a premium” ;
- in the event of termination of the group contract by APPN or MACIF ;
- in the event of total withdrawal of MACIF’s accreditation ;
- if you cease to be an APPN member ;
- if you have reached the age limit for the cover ;
- in the event of your retirement as a flight crew member ;
- in the event of your death.

## **ARTICLE 11 – FORMALITIES IN CASE OF TEMPORARY OR DEFINITIVE LOSS OF LICENCE**

**Any claim leading to the rising of a guarantee shall be notified to APPN within 5 days, ON PAIN OF FORFEITURE, except in fortuitous circumstances or in cases of force majeure.**

You shall send, in due times, to APPN any information on the circumstances of the claim and the known or presumed causes. You shall also send any proof or expertise documents we will ask.

**In case of definitive loss of medical fitness**, you shall provide us with all the proof of claims documents requested, especially :

- the photocopy of the notification of definitive physical unfitness to fly as flight crew member issued by the CMAC or the competent authority that delivered the licence,
- the copy of your valid identity document,
- the copy of your last pay slip or a statement from your employer.

To the APPN’ s medical consultant, you shall provide :

- a copy of the medical diagnosis issued by the relevant medical authority (CMAC or similar abroad).

**In case of total temporary unfitness to fly or of part-time work on medical grounds**, you shall provide, **within eight days** following the incapacity to fly or the start of part-time work on medical grounds :

- the copy of your last pay slip,
- a dated and signed medical certificate or sick note notifying your physical unfitness to exercise your duties as the result of an accident or illness. The medical certificate shall indicate the expected end date of your sick leave and if this date has to be postponed, a new medical certificate shall be required within 48 hours following the date mentioned on the previous medical certificate.

**In case of unfitness stated only by CEMA\* or by the medical authorities, without any unfitness end-date, you shall ask for a new medical visit to CEMA\* or to the medical authorities within 90 days in order to get a proof of your unfitness and end-date. Failing sending in this time limit the proof of unfitness, the temporary loss of licence allowances are not due anymore until receiving the proof from CEMA\* or to the medical authorities.**

## **IV - Premiums**

### **ARTICLE 12 – AMOUNT OF THE PREMIUM**

The premiums are calculated according to the amount of the guarantee subscribed and your age.

### **ARTICLE 13 – PAYMENT OF PREMIUMS**

The insurer is an undertaking operating variable premiums. You are required to pay an annual premium and eventually any premium reminders. The amount of the monthly premium is mentioned on your insurance certificate. The Insurer's Board of Directors may decide to grant a refund or issue a reminder for the premium for the financial year in question. In the case of a reminder, the maximum premium that the member may be required to pay is one and a half time the amount of the normal premium. Therefore, the amount of the reminder cannot be more than half the normal premium.

### **ARTICLE 14 – FAILURE TO PAY A PREMIUM**

In accordance with the provisions of Article L.141-3 of the French Insurance Code, if a premium or part of a premium is not paid within 10 days of its due date, APPN shall send the payer, to his/her last known home address, a notice to pay by registered post informing the member that the cover provided by the contract would be terminated 40 days after despatch of the letter if the premium were to remain unpaid.

## **v - General points**

### **ARTICLE 15 – CANCELLATION PERIOD**

You have a period of 30 days for the renunciation of the contract. This period starts on the day you have been informed of the effective date of the contract receiving the insurance certificate.

Should you wish to cancel, you shall notify APPN at 82 Avenue François Mitterrand, 91200 ATHIS-MONS, France sending a registered letter with acknowledgement of receipt in the following terms :

"I the undersigned (family name, first name, address) declare renouncing to subscribe a Loss of Licence contract subscribed on [date] Date and signature".

Any premium paid will then be refunded to you within no more than 30 days from the date of receipt of your registered letter.

## **ARTICLE 16 – FALSE DECLARATION**

### **In case of inaccurate declaration at the time of subscription, of automatic revision, or request to increase the guarantees :**

In case of omission or unintentional inaccuracy, and in accordance with Article L113-9 of the French Insurance Code :

- in case of non-opened claim, we may propose new insurance conditions, if possible, in the light of the updated information. otherwise, the contract shall be terminated ;
- in case of opened claim, in addition to the above rules, the allowance paid would be reduced in proportion to the premium actually paid compared with the premium that would have been due if your declarations had been complete and accurate.

In the event of withholding information or intentional false declaration, we may deem the contract null and void in accordance with Article L113-8 of the French Insurance Code. In such case we would retain the premiums fallen due, as compensation.

### **In the event of false declaration in the performance of the contract :**

Any reticence to undergo a check required by MACIF or a medical examination, or any intentionally false declaration on the part of the insured party\*, or the production of inaccurate or deliberately untrue documents regarding the civil status of the insured party\*, the date, the circumstances or the origins of the temporary or definitive loss of licence **shall result in loss of all entitlement to payments in respect of the cover concerned, and could result in the termination of the contract as of the date of the first false declaration.**

We would then retain the premiums fallen due, as compensation.

**In addition to these provisions, failure to declare the possession of all the French and foreign licences you hold shall result in the forfeiture of your entitlements.**

## **ARTICLE 17 – COMPLAINTS**

If there is something you are not satisfied with, APPN is the best interlocutor. You may contact APPN at the following address : APPN – 82 Avenue François Mitterrand – 91200 ATHIS-MONS (France).

If you are not satisfied with our answer, please send your complaint writing to MACIF's Quality Department, at the following address : CS 69109, 79061 Niort Cedex 9 (France).

We will make every effort to deal with your complaint as quickly as possible, and at the very least within the statutory period.

## **ARTICLE 18 – MEDIATION**

After the exhaustion of the internal procedures mentioned in the above article, you may refer to the insurance mediator at the following address : La médiation de l'Assurance – TSA 50110 – 75441 PARIS CEDEX 9.

Website : [www.mediation-assurance.org](http://www.mediation-assurance.org)

**The mediator will assert jurisdiction only if all the internal means of redress have been exhausted.**

In all cases, the parties remain at liberty to uphold their rights before the courts.

## **ARTICLE 19 – PRESCRIPTION PERIOD**

This is the period of time after which any request in relation to the insurance contract ceases to be admissible. Any action arising out of the contract is out of time two years after the occurrence of the originating event.

The time limitation period only starts on the date on which the beneficiary has knowledge of the claim, if he proves that he was unaware of it until that date.

The time limitation may be interrupted by :

- one of the ordinary causes of interruption provided for in Articles 2240 et seq. of the French Civil Code ;
- the designation of an expert ;
- MACIF sending a registered letter with acknowledgement of receipt to the member in connection with payment of the premium ;
- the member sending MACIF a registered letter with acknowledgement of receipt in connection with payment of an allowance.

The time limitation may also be suspended :

- if the person is not in a position to take action or is a minor,
- if the insurer as the injured party takes the lead in the proceedings,
- if the judge calls for an investigation prior to commencing proceedings.

## **ARTICLE 20 – INVESTIGATION AND MEDICAL EXAMINATION**

We may at any time call in a medical consultant we designate to carry out a medical examination in connection with an application or the continued payment of cover.

In case of disagreement with the medical consultant's conclusions, each party shall designate one medical consultant to give an opinion, and a joint expert assessment shall be organised. If these experts do not agree, they shall be joined by a third, and the three experts shall work together, reaching a majority decision. If they cannot agree on the appointment of a third expert, he will be chosen, at the request of the most diligent party, by the presiding judge of the regional court of the insured party's declared place of residence, the other party having been called to the hearing by registered letter. Each party shall bear the fees and expenses for the designated medical examiner and shall bear half those of the third medical examiner.

**Payment will not be made if you refuse to submit to a medical assessment, or if after following the procedure the assessment reveals that the conditions required for receiving payment are not met.**

**This procedure does not, however, prevent you from claiming your rights before the competent courts.**

## **ARTICLE 21- SETTLEMENT OF DISPUTES**

Any dispute in connection with the interpretation and/or performance of this group contract shall, in the first instance and in so far as this is possible, be settled by means of amicable negotiation between the Parties. Amicable negotiations may not have the effect of delaying or preventing either of the Parties from lodging an ex parte application or a request for interim proceedings under the urgent procedure.

Any dispute that cannot be settled amicably shall be submitted to the competent French court.

Mutuelle Assurance des Commerçants et Industriels de France et des Cadres et Salariés de l'Industrie et du Commerce, Mutual insurance company with variable premiums, an undertaking governed by the French Insurance Code, with registered office at 1 Rue Jacques Vandier -- 79037 Niort Cedex 09, identified under the single number 781 452 511, listed in the Register of Commerce and Companies in Niort. Company subject to the supervision of the corresponding French supervisory authority "Autorité de Contrôle Prudentiel et de Résolution" (4 Place de Budapest, 75436 Paris Cedex 9).

APPN – Association de Prévoyance du Personnel Navigant – 82 Avenue François Mitterrand – 91200 ATHIS-MONS (France).