pensions - savings

insurance conditions life insurance private customers

January 2017

Contents

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

1 Insurance conditions

1.1 Parties involved

The following meanings apply under this insurance policy:

- the **Company**: AXA Assurances Vie Luxembourg, a Luxembourg insurance company with which this policy is agreed;
- the **Policyholder**: the person(s) taking out the insurance policy and who are obliged to pay premiums. Where there are several policyholders, they are held jointly and severally and indivisibly by all the obligations of the policy.
- the **Insured**: the person(s) with whom rests the risk of the insured event taking place;
- the **Beneficiary**: the person(s) in whose favour are stipulated the insurance services.

1.2 Contractual documents

The insurance policy, hereafter called the policy, comprises the following contractual documents:

- the **insurance proposal** and other **questionnaires** on the insurance characteristics and the risk appraisal elements. It should be filled in and signed by the **Policyholder** and the **Insured**;
- the **insurance conditions** setting out the rights and obligations of everyone involved in the policy;
- the **special conditions** customising each policy and containing mainly the risk appraisal elements such as those relating to the **Policyholder**, the **Insured**, the benefits covered, the sums insured, the duration of the contract, etc.;
- the annex relating to the provisions applicable to **policyholders** who do not reside in Luxembourg, if appropriate;
- the subsequent **endorsements** of any amendments made to the policy.

1.3 Purpose of the policy

The **Company** guarantees the payment to the **Beneficiary** of sums provided for under the **special conditions**, either if the **Insured** is still living when the policy matures or should he die before the policy expires.

1.4 Formation, effective date and duration of the policy

The policy is formed by **Policyholder** and the **Company** signing the **special conditions**.

It takes effect on the date stated in the **special conditions** for the planned duration, but no sooner than on the date when the first premium is paid. The effective and maturity dates extend from midnight to midnight.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

1.5 Renunciation

The **Policyholder** can renounce the effects of the policy within thirty days from the moment when he is advised of the conclusion of the policy.

When the purpose of the policy is to guarantee the reimbursement of a loan granted by the credit establishment in the event of the death of the borrower, the renunciation time is two weeks.

The renunciation, sent to the **Company** by registered post, releases the parties from any obligation in the future resulting from the policy.

The premium paid, having deducted amounts taken up to cover the risk, is reimbursed as soon as the original policy is received.

1.6 Declaration

1.6.1 Declaration when taking out the policy

When taking out the policy, the **Policyholder** and the **Insured** must stated exactly all the circumstances constituting risk assessment elements for the **Company**.

In the event of intentional omission or inaccuracy that has misled the **Company** on the risk assessment elements, the policy is invalid and the premiums payable up until the moment when the **Company** becomes aware of the intentional omission or inaccuracy remain due.

In the event of unintentional omission or inaccuracy, the **Company** can, within one year from the policy taking effect, propose amending or terminating it if it can prove that under no circumstances would it have insured the risk or if the proposed amendment to the policy has not been agreed or has even been rejected by the **Policyholder**.

Nevertheless, in the event of an inaccurate statement of the age of the **Insured**, the benefits insured are increased or reduced based on the actual age that should have been taken into consideration.

1.6.2 Declaration during execution of the policy

The **Policyholder** and the **Insured** are obliged to declare during execution of the policy significant long-term changes in circumstance relating to the risk of the insured event occurring, apart from those linked to changes in the state of health of the **Insured**, mainly those involving;

- the change in professional activity of the **Insured**;
- the transfer of residence of the **Policyholder** and the **Insured** to a country outside the European community.
- the change in sporting or leisure activities practised by the **Insured**.

In a change of circumstances such that the **Company** would only have agreed to the insurance under other conditions than the existing ones, it can, within one month from the date on which it became aware of the aggravation, propose an amendment to the contract back-dated to the date of the aggravation of the risk.

Where the **Company** can prove that under no circumstances would it have insured the risk or if the proposed amendment to the policy had not been agreed or had even been rejected by the **Policyholder**, it can terminate the policy in the same timescale.

1.7 Rights of the Policyholder

1.7.1. Designation of the Beneficiary

The **Policyholder** has the option of designating one or more **Beneficiaries.**

The beneficiary order can be changed upon written request from the **Policyholder**. Nevertheless, the **Policyholder** must obtain consent from:

- the **Beneficiary** if the cover has previously been agreed;
- the **Insured** if he is different from the **Policyholder**.

The amendment to the beneficiary order is made official by an **endorsement** to the policy bearing the signatures of the **Company** and the **Policyholder**.

1.7.2 Reduction of the policy

When the reduction value is positive, the **Policyholder** can request in writing the reduction of insured benefits provided he has paid, as policy premium, one or more sums with a total value at least equal to that of the premiums for the first two insurance years.

The reduction is possible at any time for the pension-old age insurance policies.

It releases the **Policyholder** definitively from the payment of premiums, who keeps the benefit of the policy of reduced insured services.

The **Company** determines the reduction value of insured services in accordance with the technical note prepared for each insurance combination and notified to the Insurance Supervisory Authority.

The reduction value is calculated on the date corresponding to the end of the insurance period covered by the last premium paid or split premium paid. The reduction comes into effect on this date.

The reduction in insured services is made official by an **endorsement** bearing the signatures of the **Company** and the **Policyholder**.

1.7.3 Reentry into force of the reduced policy

The **Policyholder** can request in writing the reentry into force of the reduced policy, provided the **Company** agrees to this in advance. The reentry into force takes place under the conditions being applied by the **Company** at this time.

The reentry into force is dictated by the favourable outcome of medical examinations. The charges for these examinations are borne by the **Policyholder**.

1.7.4 Surrender of the policy

When the surrender value is positive, the **Policyholder** can request in writing, supported by a copy of a valid identity card and bank details in the name of the **Policyholder**, the full surrender of the policy provided he has paid, as policy premium, one or more sums with a total value at least equal to that of the premiums for the first two insurance years.

Under no circumstances can the global amount of the surrender value exceed the insured benefit in the event of death at the time of surrender.

The **Company** determines the surrender value in accordance with the technical note prepared for each insurance combination and notified to the Insurance Supervisory Authority.

Any surplus surrender value is converted into a single premium used to finance endowment insurance without reimbursement of premiums, where the insured benefit is payable at the expiry of the policy, determined in the **special conditions**, if the **Insured** is living on this date.

The surrender takes effect on the day on which the **Policyholder** signs the settlement receipt within thirty days, after which period the settlement receipt expires.

The surrender value is calculated on the date of receipt of the surrender request or the date corresponding to the end of the insurance period covered by the last premium or split premium paid.

Should a benefit be accepted, exercising the right to surrender is dictated by the agreement of the accepting **Beneficiary**.

There is no right of surrender for endowment policies without reimbursement of premiums.

1.7.5 Advance on the benefits

If the **Policyholder** lodges the original policy, he can obtain an interest-bearing advance on the benefits insured under main covers, provided the **Company** agrees to this in advance.

The minimum amount of each advance is set at €500.

The overall amount of advances cannot be higher than 80% of the surrender value and is limited to the insured benefit in the event of death.

The advance is made official by an endorsement stated the modalities and conditions of the advance bearing the signatures of the **Company**, the **Policyholder** and, if appropriate, the accepting **Beneficiary**.

The right to an advance does not exist for temporary insurance in the event of death and the pension-old age insurance.

1.7.6 Transfer of rights

At any time, the **Policyholder** can request the **Company** in writing to transfer all or part of the rights resulting from the policy.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

Should a benefit be accepted, exercising the right to transfer is dictated by the agreement of the accepting **Beneficiary**.

The transfer is made by an **endorsement** bearing the signatures of the **Company**, the **Policyholder** and the transferee. The consent of the **Insured** is also required.

The right of transfer does not exist for the pension-old age insurance policies.

1.7 Amendment to the policy

The **Policyholder** can request the **Company** to adapt the **special conditions** of his policy based on forms issued by the **Company**.

Provided the **Company** agrees in advance, the adaptation is made under the **Company**'s conditions in force at this time and may be dictated by the favourable outcome of medical examinations.

The adaptation is made official by an endorsement bearing the signatures of the **Company**, the **Policyholder** and, if appropriate, the accepting **Beneficiary**.

1.8 Premiums

1.8.1 Payment of premiums

In return for the commitments by the **Company**, the **Policyholder** pays the premiums or split premiums for which the payment amount, method and period are stated in the **special conditions**.

Except for direct debits, the **Company** sends the **Policyholder** an advice of payment for each due date indicating the amount of the premium.

1.8.2 Ceasing to pay premiums

When the **Company** notes the non-payment of a premium or split premium within ten days of it falling due, it sends to the **Policyholder**'s last known address, by registered post, an official notification setting out the due date, the amount of unpaid premiums and the consequences of failing to pay the premium or split premium.

If the premium remains unpaid in the thirty days with effect from the day after the registered letter is posted, the **Company**:

- either terminates the policy by paying the surrender value if appropriate;
- or reduces the policy cover.

If the **Policyholder** advises the **Company** in writing of his decision to cease paying the policy premiums, after the due date of an unpaid premium, the **Company** is exempt from the official notification.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

1.9 Risks not covered

1.9.1 Risks always excluded

The Company covers all the risks of death of the Insured worldwide, regardless of the cause, with the following exclusions:

- **in the event of death from suicide occurring at least one year after the conclusion of the policy or its reentry into force; this same principles applies if the insured benefits are increased, up to this increase and during the year following this increase;**
- **in the event of death due to a deliberate act by the Insured or instigated by the Policyholder or a Beneficiary or any other person with a direct or indirect interest in the policy, except in the case of self-defence or lifesaving and the performing of professional duty;**
- **when death is caused by an event of war or acts of a similar nature, if there is a direct or indirect relationship between the death and any offensive or defensive action by a warring power;**
- **death occurring directly or indirectly during civil unrest, even uncoordinated, violent demonstrations, civil disorders or any acts of violence organised clandestinely (including chemical, bacteriological and nuclear terrorism) for ideological, political, economic or social purposes, executed individually or in a group, attacking people or destroying property, whether or not accompanied by rebellion against authority;**
- **death resulting from sentencing to death or immediately or directly caused by a crime or deliberate offence carried out or carried out jointly by the Insured and for which he could have foreseen the consequences;**
- **death caused by the radioactive, toxic and explosive properties of nuclear fuels or radioactive waste;**
- **in the event of death occurring when leaping into the void on an elastic rope (bungee jumping).**

1.9.2 Risks that can be insured

The death of the Insured is excluded from the insurance policy, unless agreed otherwise and provided an additional premium is paid, when it is the result of:

- **an accident to an aerial navigation device where he was on board as pilot or crew member;**
- **the use of an aerial navigation device for competitions or exhibitions, speed trials, raids, training flights, records or record attempts and during any test to participate in one of these activities;**
- **exercising an at-risk sporting activity such as hang-gliding, motorised ultra light equipment, parascending or automatic opening parachuting.**

In the event of the death of the Insured following the occurrence of an excluded risk, the Company pays the Beneficiary the surrender value, limited to the benefit insured in the event of death.

If the death of the Insured occurs due to an intentional act by the Beneficiary, this surrender value is paid to the other Beneficiaries named in the special conditions, under the order established therein.

1.10 Settlement of benefits

The **Company** pays the insured benefits against settlement receipt sent to the **Beneficiary** within thirty days of receiving all documents listed below:

- the **special conditions** signed and any **endorsements** thereto;
- proof of payment of the last premium due and, if appropriate, the last interest payment on an advance;
- a copy of the valid identity card of the **Beneficiary** and a copy of of the bank details in the name of the **Beneficiary**;
- a copy of supporting documents attesting to the status of the legal representative when the **Beneficiary** is legally incapable.

In addition, the following should be added:

- In the event of survival of the **Insured**:
  - a certificate of survival at the expiry of the policy.
- in the event of death of the **Insured**:
  - a certified copy of official death certificate;
  - a medical certificate stating the circumstances and cause of death, prepared by the doctor(s) who treated the **Insured** during his last illness or, in the event of unexpected death, by the doctor who certified the death;
  - an attestation of status indicating the capacities and rights of **Beneficiaries** when they are not named.

The **Company** reserves the right to request all documents that it deems useful in establishing the right to the benefit.

1.11 Profit sharing and upgrading

Depending on the option chosen by the **Policyholder** when taking out the policy and indicated in the **special conditions**, the **Company** grants either profit sharing or upgrading.

The **Company** advises the **Policyholder** every year of the profit sharing or upgrading amounts. These amounts are earned definitively and are taken into account when calculation reduction and surrender values.

Before the end of the financial year and the establishment of profit and loss accounts, the **Company** calculates the difference between:

- the revenues and actual expenditure which they will have to face;
- the forecast death rate according to the tables used and the actual death rate;
- the actual interest of investments representative of mathematical reserves and the interest on these reserves calculated at the tariff in force;
- the amount of transferable securities achieved or reimbursed during the financial year and the related purchase price; depreciation will however be taken into account.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

When the sum of these differences is positive, the Board of Directors proposes to the general meeting of shareholders to fix a share to be distributed to the policies meeting the criteria below.

For the policies upgraded, these distributions are made by increasing the mathematical reserves of policies. When the premiums falling due are increased by the same rate, the resulting increase in capital is proportional. When the **Policyholder** renounces the increase in premiums, he benefits only from the free increase of the mathematical reserve considered to be a single valuation premium guaranteeing a lower capital increase.

The following policies do not benefit from these distributions, where:

- neither the life capital,
- nor the annual premium (from which any additional premiums are deducted),

do not achieve the minimum amounts fixed by the Board of Directors. The same applies to the policies that, at the time of distribution, are reduced.

1.12 Communication and data protection

1.12.1 Communication

The **Policyholder** should address any communication about the insurance policy to the **Company** in writing.

The domicile of the **Policyholder** shall be elected automatically at the address stated in the **special conditions**. The notifications from the **Company** are validly made to this address. Should the **Policyholder** change domicile, he must advise the **Company** in writing as quickly as possible.

Where there are several **Policyholders**, any communication sent by the **Company** to the address indicated in the **special conditions** is enforceable with respect to all of them.

1.12.2 Data protection

In accordance with the Luxembourg law of 2 August 2002 on the protection of persons with respect to the processing of personal data the **Policyholder**, the **Insured** and the **Beneficiary(ies)** authorise the **Insurance Company** to collect, register and process the data communicated to it (including medical data) with the intention of assessing the risks, preparing, establishing, managing and executing the Policy, settling any claims and preventing any fraud. The **Insurance Company** is authorised to communicate the personal data about the Policyholder and the **Insured** to the insurers, reinsurers, consultant doctors and bodies or persons to whom the Company is required legally to communicate the said data in compliance with professional secrecy and in accordance with the modalities and conditions listed in Article 300 of the Luxembourg law on the insurance sector of 7 December 2015 relating to professional secrecy in terms of insurance.

The **Policyholder** and the persons involved in the **Policy** have the right to access and rectify any data about them which figures in any file in use by the **Company** by written,dated and signed request, sent to the Chargé de la Protection des Données (Data Protection Officer) at the following address for correspondence: AXA Assurances Vie Luxembourg S.A -1 place de l'Etoile – L-1479 Luxembourg.

From the date on which the **Beneficiary** irrevocably acquired the status of beneficiary, he also has the right to access the data about him and to request that they are rectified if the said data are erroneous, incomplete or have become obsolete. The personal data are kept by the **Company** until the expiry of the **Policy** at the earliest and until the expiry of legal time limits at the latest.

As a rule, these data are necessary to the **Company** for it to be able to assess the risks and to prepare, establish, manage and execute the Policies, settle any losses and prevent any potential fraud.

In addition, these data may also be processed for commercial canvassing purposes with the express consent of the Policyholder/Insured.

1.13 Tax regime applicable to the policy

All future and current taxes and contributions applicable to the policy or the sums due or falling due are borne by the **Policyholder**, his beneficiaries or the **Beneficiary**.

Taxes and any other costs applicable to the benefits are determined by law in the country of residence of the **Beneficiary** and/or by the law in the country of the source of income.

The tax legislation of the country of residence of the deceased and/or the country of residence of the **Beneficiary** are applicable in terms of the inheritance rights.

1.14 FATCA- Automatic exchange of information

1.14.1 FATCA – Identification of "US Persons"

In accordance with the FATCA legislation (Foreign Account Tax Compliant Act), whereby the American tax authorities (IRS – Internal Revenue Service) have introduced a system designed to collect information annually from foreign financial institutions on property and income held by American taxpayers outside the United States, the **Company** shall be obliged to identify its customers with the status of "US Person" in the meaning of the FATCA legislation when the policy is taken out and benefits are paid.

When taking out a **Juvena**, **Azzura** or **Equatoria** policy, the **Policyholder** should complete and sign the specific Annex to the **Proposal form** allowing the **Company** to detect the signs of American affiliation.

If such indicators exist, the **Policyholder** shall be invited by the **Company** to provide certain documents and complete the appropriate form required by the competent tax authorities.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

The **Policyholder** shall be responsible for any false, omitted or erroneous declaration regarding his status in terms of the FATCA regulations and whether or not he is a "US Person". The **Company** cannot under any circumstances be held liable for damaging consequences potentially resulting from such an omission.

In accordance with the applicable legislation and the intergovernmental agreement signed with Luxembourg, if indicators of American affiliation are detected, the **Policyholder** shall expressly authorise the **Company** to communicate annually the information relating to the **Policyholder** to the competent tax authorities regarding his identity and the assets and income held with the **Company**.

Throughout the **Policy**, the **Policyholder** is obliged to advise the **Company** of any change affecting his personal circumstances or those of the **Beneficiary** which could modify his US or non-US Person status in the meaning of American law. This information shall be sent by post to the **Company**'s registered office.

Similarly, if the **Company** was to learn that the **Policyholder**, the **Insured** or the **Beneficiary(ies)** of the policy had become "US Person" without having advised the **Company**, the **Company** will send a registered letter to the **Policyholder** in which it will request him to confirm his status within two months from the sending of the registered letter.

In accordance with the applicable legislation and the intergovernmental agreement signed with Luxembourg, the **Policyholder** is advised and agrees that if the **Company** detects indicators of American affiliation are detected for the **Policyholder**, the **Insurer** communicates the identity of the **Policyholder** every year to the Luxembourg tax authorities, which sends it on to the competent American tax authority, along with the details of assets and income held with the **Insurer.**

The **Company** reserves the right to request at any time any additional document in order to satisfy itself as to the status of the **Policyholder**.

1.14.2 CRS (Common Reporting Standard)

Under initiatives taken within OECD in terms of exchange of tax information and the introduction by Luxembourg of rules and procedures for automatic exchange of information organised by Directive 2014/107/EU of 9 December 2014, the **Company** is required to communicate every year to the competent Luxembourg tax authority information on the assets and income held by any person residing in a Member State other than Luxembourg or a participating State which is not part of the European Union. The information thus collected will be sent on to the competent tax authority in this other Member or participating State.

The **Company** is obliged in this context to verify and identify as soon as the **Policy** is taken out – and throughout its life – the country of residence for tax purposes of **Policyholders**. To this purpose, the **Policyholder** should, when taking out the policy, fill in and sign the specific annex to the **Insurance proposal** advising the **Company** about his country of residence for tax purposes. He will also be required to advise the **Company** in writing of any change of address or of country of residence for tax purposes occurring during the life of the **Policy**.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

The **Policyholder** is responsible for any false, omitted or erroneous declaration regarding his country of residence. The **Company** cannot under any circumstances be held liable for damaging consequences potentially resulting from such a declaration.

The **Company** also reserves the right to request at any time any supporting document providing information on the country of residence of the **Policyholder**.

General warning: *By taking out the Policy, the Policyholder generally agrees that the Company may be required to communicate personal information to the Luxembourg tax authorities and/or competent foreign tax authorities in relation to the Policy taken out, when such a communication is the result of a legal obligation or the application of an agreement or a European or international convention binding on Luxembourg. The refusal or objection of the Policyholder to the execution by the Company of its mandatory declarations would constitute a reason for immediate termination of the Policy, without the possibility of holding the Company liable for any potentially resulting damage consequences.*

1.15 Fiscal aspects for pension-old age insurance

1.15.1 Taxation of benefits

The policy is taken out for a minimum of ten years. It provides for the payment of benefits stipulated in the **special conditions**, at the earliest when the **Policyholder** reaches the age of 60 or the age of 75 at the latest, either as a monthly annuity or as capital or a combination of the two, in accordance with Article 111bis.

When the above conditions are met, the Grand Duchy of Luxembourg taxes the benefit at expiry of the policy in the following manner:

- the reimbursement as capital is taxable as miscellaneous income (Article 99-4 LIT) by application of half the global rate;
- half the life annuity is exempt. The other half of the life annuity is taxable as income from pensions or annuities (Article 96 LIR).

The benefits paid to a **Beneficiary** who is not a resident are likely to be taxable in his country of residence.

1.15.2 Taxation of the early surrender

The surrender of the pension-old age policy:

- before the **Policyholder** reaches the age of 60 or
- before the minimum ten year period of the policy

makes the entire early reimbursement of the accumulated savings or the constituent capital of the life annuity taxable under normal conditions.

The payments deducted previously become taxable under the tax year during which the early payment was made. They are considered as miscellaneous income (Article 99-5 LIR). As such, they do not enjoy a preferential tax rate but the full tax rate is applicable to the total amount of payments.

When the early payment takes the form of a live annuity, this is taxable as periodic revenue from pensions or annuities (Article 96 LIR), subject to an exemption of up to 50% (Article 115, number 14a LIR).

When the surrender has taken place for reasons of **invalidity** or serious illness, the reimbursement of the accumulated saving is taxed at a reduced rate (so-called half the global rate system).

It is stated that no right of surrender exists for the insurance formula “Endowment without reimbursement”.

1.16 Bank charges

The costs of transferring sums between the bank accounts of the **Company** and of the **Policyholder** or **Beneficiary** are payable by the **Policyholder** or **Beneficiary** respectively.

1.17 Dispute

If, despite the efforts made by the **Company** to resolve any problems that may occur during the policy, the **Policyholder** is not satisfied by the response, he is invited to send his complaints to the **Company**’s Management.

He can also contact the mediation body instituted on the initiative of the Association of Insurance Companies and the Luxembourg Consumer Union or the Insurance Supervisory Authority without prejudice to the possibility of taking legal action.

1.18 Applicable law and competent jurisdiction

The policy is governed by Luxembourg law.

Any dispute relating to this policy is the exclusive competence of the courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

1.19 Limitation

Any action deriving from the policy lapses after two years.

The time runs, in terms of the action of the **Beneficiary** of personal insurance, from the day he became aware of the existence of the policy, of his status as **Beneficiary** and of the occurrence of the event on which depends the payability of the insurance benefits.

2 Additional accident risk insurance

In addition to the principal cover the **Policyholder** has the option of taking out accident risk cover.

These provisions are applicable if the **special conditions** mention the additional accident risk insurance cover (ACCRA).

The **insurance conditions** of the principal cover are applicable to this additional cover, insofar as the provisions below do not set them aside.

2.1 Definitions

The following meanings apply under this additional cover:

2.1.1 Accident

An **accident** is any sudden and fortuitous event caused directly by the action of an external force, beyond the control of the **Insured** and resulting in a physical injury showing objective symptoms.

Accidents include:

- drowning;
- injuries suffered when saving people or goods in peril;
- intoxications, asphyxia and burns resulting either from the involuntary ingestion of toxic or corrosive substances, or from the accidental leakage of gas or vapours;
- complications from initial injuries caused by a covered **accident**;
- rabies, anthrax and tetanus.

Suicide is not an **accident**.

2.1.2 Invalidity

Invalidity designates both **physiological invalidity** and **economic disability.**

Physiological invalidity corresponds to the diminution of physical integrity of the **Insured** following an **accident** or illness. The rate of **physiological invalidity** is fixed on the basis of the "International Invalidity Scale (L. Melennec)" or as assessed by experts.

Economic disability is a diminution of the ability of the **Insured** to work following **physiological invalidity** from which he is suffering. Its **level** is fixed, by medical decision, taking into account the profession exercised by the **Insured** and his possibilities of re-adapting to any professional activity compatible with his knowledge, his abilities and his social position; the appraisal of this **level of disability** is therefore independent of any other economic criterion.

Economic disability if assessed according to normal economic conditions.

Are not considered as **invalidity**, conditions linked to a nervous or mental affliction that cannot be made directly objective through organic repercussions.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

2.1.3 Degree of invalidity

The level of **invalidity** is determined by the highest of rates adopted for **physiological invalidity** and **economic disability** respectively.

Physiological invalidities and **economic disabilities** existing when this insurance policy starts to run or resulting from an excluded risk cannot play a part in determining the **level of invalidity**.

2.1.4 Permanence of invalidity

The **invalidity** is **permanent** when so deemed by the medical fraternity as per the procedure set out in point 2.7.

The permanent nature cannot be permitted as such before the consolidation of the state of health of the **Insured** and the formal establishment of the permanence of this **invalidity**.

2.1.5 Total, permanent invalidity

Total, permanent invalidity is **invalidity** that has reached a **level** of at least 67%, making it definitively impossible for the **Insured** to pursue his profession or to re-adapt, under normal economic conditions, to any professional activity compatible with his knowledge, his capacities and social position.

2.2 Purpose of the cover

2.2.1 Commitment by the Company

The **Company** undertakes to pay the **Beneficiary** the insured benefits, according to the cover provided for under the **special conditions**, when the **Insured** is the victim of an **accident** occurring in his private or professional life which causes directly and exclusively, within one year from the date of the **accident**:

- the death of the **Insured**;
- the **total, permanent invalidity** of the **Insured**.

The **Company** undertakes, where there are several people **Insured**, to execute its obligation at the first death or the first recognition, by the **Company**, of the **total, permanent invalidity** of one of these persons **Insured**.

2.2.2 ACCRA – Single

The **Company** undertakes to pay the **Beneficiary** a capital corresponding to once the death benefit of the main cover.

2.2.3 ACCRA – Double

The **Company** undertakes to pay the **Beneficiary** a capital corresponding to twice the death benefit of the main cover.

2.2.4 ACCRA – Decreasing capital

The **Company** undertakes to pay the **Beneficiary** an amount corresponding to the decreasing insured capital of the main cover under a temporary decreasing capital insurance policy.

2.3 Premiums

2.3.1 Payment of premiums

In return for the additional commitments by the **Company**, the **Policyholder** pays the additional premiums. These premiums are payable at the same due dates and by the same methods as those relating to the main cover.

Their payment cannot be separated from that of the main cover.

2.3.2 Ceasing to pay premiums

At the end of each insurance period, corresponding to the last premium or split premium paid, the **Policyholder** can request in writing to cease paying premiums for the additional **accident** risk cover, independently of the main cover.

Ceasing payment of additional premiums results in the termination of this additional cover, which has no surrender or reduction value.

2.4 Territory covered

The commitments of this additional cover are acquired worldwide, provided that the **Company** can exercise normally the planned medical examination resources and subject to the exclusions described below.

2.5 Risks not covered

2.5.1 Risks always excluded

Apart from the excluded risks planned in the insurance conditions, the additional cover does not cover the accidents resulting from:

- **attempted suicide, throughout the policy;**
- **acrobatics, wagers or challenges and generally any notoriously reckless act in which the Insured has taken part;**
- **the fact that the Insured found himself under the influence of a narcotic, hallucinogenic or other drug, or in a state of inebriation, or in a state of alcohol poisoning unless there is no causal link between the death or the total, permanent invalidity and these circumstances;**
- **a natural disaster.**

2.5.2 Risks that can be insured

Unless agreed otherwise and provided any additional premium is paid, the additional cover does not apply to the accidents occurring during:

- **the exercising of at-risk professions and professional activities, such as, for example:**
  - **seaman (oil tanker, lifeboat, submarine);**
  - **oil platform;**
  - **all underwater work;**
  - **descending into shafts, mines or quarries;**
  - **work on high-voltage installations;**
  - **work that could result in a fall of more than 4 metres;**
  - **work on scaffolding or roofing;**
  - **construction, maintenance or demolition of buildings or structures;**
  - **felling and/or pruning trees;**
  - **firemen;**
  - **special branch or anti-gang or anti-drug police officers;**
  - **armed personnel;**
  - **comprising the manufacture, processing or handling of chemical or biological substances;**
  - **comprising the manufacture, use or handling of fireworks or explosive or corrosive machinery and product parts;**
  - **comprising the transport of flammable or explosive materials;**
- **an accident to an aerial navigation device where the Insured was on board as pilot or crew member;(1)**
- **the use of an aerial navigation device for competitions or exhibitions, speed trials, raids, training flights, records or record attempts and during any test to participate in one of these activities;(1)**
- **the use, as a driver, of a 2- or 3-wheeled motorised vehicle with engine power greater than 50 cc;(1)**
- **the exercising of at-risk sporting activities, such as, for example:**
  - **hunting;**
  - **the use and/or presence on board motorised ultra light equipment, a helicopter, a balloon or an aircraft with less than eight seats;**
  - **practising any sport whatsoever as a professional or paid amateur;**
  - **off-piste skiing; ski jumping; bobsleigh; skeleton;**
  - **sailing or sail or motor yachting more than three nautical miles from the coast;**
  - **mountaineering more than 3000 m above sea level, climbing cliffs or artificial walls without safety pitons, archaeological exploration and potholing;**
  - **scuba diving with autonomous breathing apparatus, beyond 40 m;**

- **participating in or preparing for a sporting event on board any vehicle whatsoever;**[1]
- **automatic opening parachuting, parascending, paragliding, hang-gliding, gliding, parasailing;**[1]
- **practising the following sports, including the preparation, in the context of a competition organised by an official federation or of any trial that is not exclusively for entertainment and occasional;**
  - **motorboating in competition (inshore and offshore);**[1]
  - **competitive riding;**
  - **snow skiing;**
  - **combat sports and martial arts.**

2.6 Obligations in case of loss

2.6.1 Loss declaration

Any **accident** that has caused the death or total, permanent invalidity of the **Insured** must be declared in writing to the **Company**'s Secrétariat Médical – Vie Particuliers (Life Private Customers Medical Secretariat)

The declaration must be made within one month with effect from the occurrence of the **accident**, except following unforeseen circumstances or a case of force majeure when the declaration must be made as quickly as can be reasonably achieved, on pain of the benefit being reduced up to the loss suffered by the **Company**.

The declaration must indicate:

- the place, date, time, causes, nature and circumstances of the **accident**;
- names, first names and domiciles of any witnesses.

2.6.2 Information and documents to be supplied

A medical certificate must be attached to this declaration; this is drawn up by the doctor or doctors who treated the **Insured** after the **accident** or who certified the death. This certificate states the exact causes and nature of physical injuries suffered and their likely consequences.

In addition, the **Company** reserves the right to demand the **accident** report raised by the competent authorities.

2.7 Statement of total, permanent invalidity

Based on declarations and the medical certificate, the **Company**'s medical advisor assesses the reality and the **total** and **permanent** nature of the **invalidity**.

It is stated that the social security legislation and case law do not apply under this additional cover.

The **Company** reserves the right not to follow the decisions to grant **total, permanent invalidity** laid down by the social security medical control.

[1] Risks that cannot be covered by agreement otherwise and subject to extra premium in the pension-old age insurance policies.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

2.8 Dispute

Any dispute over the state of health of the **Insured** is laid before a medical committee, who will hear both sides, made up of two medical assessors, one appointed by the **Policyholder** and/or the **Insured** and the other by the **Company**.

Failing agreement between these two doctors, they nominate a third medical expert with the role of arbitrating between them.

If one of the parties does not appoint a medical assessor or if the two medical assessors do not agree on the choice of the third, an appointment will be made by the President of the court in the district of the domicile of the **Insured**, at the request of the first party to take action.

Each party pays the fees of his assessor, the fees of the third assessor being shared equally.

2.9 Beneficiary

In the event of the death of the **Insured**, the **Company** pays the benefits insured under the additional cover to the **Beneficiary** designated in the **special conditions**. In the hypothesis of simultaneous death of two **Insured** parties, the youngest **Insured** person is assumed to have survived.

In the event of an **accident** causing **total, permanent invalidity**, the **Company**, unless stipulated otherwise, pays the insured benefits to the invalid **Insured**.

2.10 Settlement of benefits

The **Company** pays the insured benefits against settlement receipt sent to the **Beneficiary** within thirty days of receiving the supporting required to settle benefits.

2.11 Duration of the cover

The right to the additional cover is conditioned by the existence of the main cover.

In the event of termination, reduction, surrender or cancellation of the main cover, the additional cover ends automatically.

The additional premiums relating to the period prior to the end date of the additional cover remain acquired by the **Company** for the financing of the risk covered.

The cover ceases at the maturity fixed in the **special conditions**, without extending beyond the end of the insurance year during which the **Insured** reaches his 65th birthday.

The payment of benefits insured under this cover puts an end to the additional cover.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

(1) Risks that cannot be covered by agreement otherwise and subject to extra premium in the pension-old age insurance policies.

3 Additional invalidity risk insurance linked to Equatoria, Alizea and Domia insurance policies

In addition to the **Equatoria**, **Alizea** and **Domia** principal covers, the **Policyholder** has the option of taking out additional invalidity risk cover.

These provisions are applicable if the **special conditions** mention the additional invalidity risk insurance cover (ACCRI).

The **insurance conditions** of the principal cover are applicable to this additional cover, insofar as the provisions below do not set them aside.

3.1 Definitions

The following meanings apply under this additional cover:

3.1.1 Accident

An **accident** is any sudden and fortuitous event caused directly by the action of an external force, beyond the control of the **Insured** and resulting in a physical injury showing objective symptoms.

Accidents include:

- drowning;
- injuries suffered when saving people or goods in peril;
- intoxications, asphyxia and burns resulting either from the involuntary ingestion of toxic or corrosive substances, or from the accidental leakage of gas or vapours;
- complications from initial injuries caused by a covered **accident**;
- rabies, anthrax and tetanus.

Suicide is not an **accident**.

3.1.2 Illness

Illness is any non-accidental alteration to the original health that can be checked by a medical examination. Pregnancy is not an illness.

3.1.3 Invalidity

Invalidity designates both **physiological invalidity** and **economic disability.**

Physiological invalidity corresponds to the diminution of physical integrity of the **Insured** following an **accident** or illness. The rate of **physiological invalidity** is fixed on the basis of the "International Invalidity Scale (L. Melennec)" or as assessed by experts.

Economic disability is a diminution of the ability of the **Insured** to work following **physiological invalidity** from which he is suffering. Its **level** is fixed, by medical decision, taking into account the profession exercised by the **Insured** and his possibilities of re-adapting to any professional activity compatible with his knowledge, his abilities and his social position; the appraisal of this **level of disability** is therefore independent of any other economic criterion.

Economic disability if assessed according to normal economic conditions.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

3.1.4 Degree of invalidity

The **level of invalidity** is determined by the highest of rates adopted for **physiological invalidity** and **economic disability** respectively.

For policies with two Insured persons, under the ACCRI-premiums cover explained below (see 3.2.3), if they both suffer from partial invalidity, the rates are only accumulated provided each one can justify at least 25% partial invalidity. The accumulated rates are only taken into consideration for maximum 100%. Physiological invalidities and economic disabilities existing when this insurance policy starts to run or resulting from an excluded risk cannot play a part in determining the level of invalidity.

3.1.5 Limited cover

the cover is limited if the invalidity is the consequence of:

- burn-out;
- psychiatric disorders of somatic illnesses;
- Functional psychic disorders and their consequences that cannot be made directly objective through organic repercussions.

The insured benefit for **invalidity** caused by one of the afflictions mentioned above is allocated after expiry of a waiting period of one year from the consolidation of the state of health. The total indemnity period is limited for all these afflictions to **three years** maximum for the duration of the policy.

In addition, under the "ACCRI – Decreasing capital" cover, **invalidity** caused by one of the afore-mentioned afflictions is excluded.

3.1.6 Permanence of invalidity

The **invalidity** is **permanent** when so deemed by the medical fraternity as per the procedure set out in point 3.7.

The permanent nature cannot be permitted as such before the consolidation of the state of health of the **Insured** and the formal establishment of the permanence of this **invalidity**.

3.1.7 Total, permanent invalidity

Total, permanent invalidity is **invalidity** that has reached a **level** of at least 67%, making it definitively impossible for the **Insured** to pursue his profession or to re-adapt, under normal economic conditions, to any professional activity compatible with his knowledge, his capacities and social position.

3.1.8 Waiting time

Waiting time is the time starting on the effective date of the additional **invalidity** risk cover, during which the risk is not covered. The **waiting time** is nine months for any **invalidity** due to the aftermath of a pregnancy.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

3.1.9 Professional income

For representatives of the professions and other freelancers, the **professional income** is the net income, which is the profit generated by the activity indicated in the insurance proposal (Article 10 points 1 to 3 of the Income Tax Law of 4 December 1967).

For employees, the **professional income** is the gross wages shown on the payslip.

At the request of the **Company**, the **Policyholder** undertakes to provide it with any document it deems useful for certifying his **professional income** or that of the **Insured**.

3.2 Purpose of the cover

3.2.1 Commitment by the Company

The **Company** undertakes to pay the **Beneficiary** the insured benefits, according to the cover(s) provided for under the **special conditions**, when the **Insured** is the victim of an **accident** or **illness** occurring in his private or professional life which causes directly and exclusively:

- either **total, permanent invalidity**;
- or **partial and permanent invalidity**, provided that this is at a level of at least 25%.

3.2.2 ACCRI – Annuity

The **Company** undertakes to pay the **Insured**, in proportion to the **level of invalidity**, the annual **invalidity** annuity fixed in the **special conditions.**

The **invalidity** annuity is calculated by quarterly amounts at 30 March, 30 June, 30 September and 30 December and paid the next month.

The **invalidity** annuity is due for any month that has started. In this case, the amount of the monthly annuity is calculated pro rata to the number of days indemnified. The same is true at the end of the **invalidity** or benefit period for an incomplete month, with the annuity being calculated pro rata to the number of days indemnified.

It is stated that a month is deemed to have thirty days.

Unless agreed otherwise, the **invalidity** annuity paid in the event of a disaster cannot exceed, on an annual basis, 80% of the average of annual professional income of the **Insured** in the three calendar years preceding the date of the disaster. Should this limit be exceeded, the **Company** is authorised to reduce the annuity to this limit and to reduce the premium in proportion, with effect in the month after become aware of this overrun. The benefits already paid remain unchanged until the date of reduction. This 80% intervention limit does not, however, apply when the annual annuity insured is no more than €12,500. The **Company** reserves the right to review these limits for any new policy or change to the annuity insured along and the right to determine the minimum and maximum amounts of the annuity insured.

The **Policyholder** is required to advise the **Company** of any non-temporary reduction in income from the professional activity of the person insured below the 80% limit defined above. The adaptation of the insured annuity and the premium takes effect in the month after becoming aware of this reduction.

Any increase in the insured annuity is subject to prior acceptance by the **Company**.

3.2.3 ACCRI – Premiums

The **Company** undertakes to pay, in proportion to the **level of invalidity**, the premiums of the main cover and the additional covers, including taxes and charges. The **Company** reimburses the **Policyholder** with the pro rata of premiums already paid by him, relative to the indemnification period, at the earliest during the months of January, April, July and October. The payment of the premium by the **Company** is due for any month that has commenced. In this case, the amount of the monthly benefit is calculated pro rata to the number of days indemnified. The same is true at the end of the invalidity or benefit period for an incomplete month, with the premium paid being calculated pro rata to the number of days indemnified.

It is stated that a month is deemed to have thirty days.

3.2.4 ACCRI – Decreasing capital

The **Company** undertakes to pay the **Beneficiary** an amount corresponding to the decreasing insured capital of the main cover under a temporary decreasing capital insurance policy in the case of **total or permanent invalidity** of the Insured.

The payment of the insured decreasing capital under this cover puts an end to the main cover.

3.2.5 Additional option

In the case of **total, permanent invalidity** of the **Insured**, he can ask the **Company**, if he requests it expressly, for an advance on the insured benefits when the main cover provides both life and death benefits and that this cover so allows. The **Company** pays the interest.

The amount of this advance is equal to the smallest of the insured benefits.

3.3 Premiums

3.3.1 Payment of premiums

In return for the additional commitments by the **Company**, the **Policyholder** pays the additional premiums. These premiums are payable at the same due dates and by the same methods as those relating to the main cover.

Their payment cannot be separated from that of the main cover.

3.3.2 Ceasing to pay premiums

At the end of each insurance period, corresponding to the last premium or split premium paid, the **Policyholder** can request in writing to cease paying premiums for the additional **invalidity** risk cover, independently of the main cover.

Ceasing payment of additional premiums results in the termination of this additional cover, which has no surrender or reduction value.

3.4 Territory covered

The commitments of this additional cover are acquired worldwide, provided that the **Company** can exercise normally the planned medical examination resources and subject to the exclusions described below.

3.5 Risks not covered

3.5.1 Risks always excluded

Apart from the excluded risks planned in the insurance conditions, the additional cover does not cover the invalidities resulting from:

- **attempted suicide, throughout the policy;**
- **acrobatics, wagers or challenges and generally any notoriously reckless act in which the Insured has taken part;**
- **the fact that the Insured found himself under the influence of a narcotic, hallucinogenic or other drug, or in a state of inebriation, unless there is no causal link between the invalidity and these circumstances;**
- **allergic afflictions;**
- **chronic fatigue syndrome, spasmophilia or fybromyalgia and the accompanying afflictions;**
- **directly or indirectly drug addiction, including alcoholism and the abuse of medications;**
- **aesthetic treatment, unless it is repairing surgery following an accident or cancer;**
- **sterilisation, artificial insemination or in vitro fertilisation.**

3.5.2 Risks that can be insured

Unless agreed otherwise and provided any additional premium is paid, the additional cover does not apply to the invalidities occurring during:

- **the exercising of at-risk professions and professional activities, such as, for example:**
  - **seaman (oil tanker, lifeboat, submarine);**
  - **oil platform;**
  - **all underwater work;**
  - **descending into shafts, mines or quarries;**
  - **work on high-voltage installations;**
  - **work that could result in a fall of more than 4 metres;**
  - **work on scaffolding or roofing;**
  - **construction, maintenance or demolition of buildings or structures;**
  - **felling and/or pruning trees;**
  - **firemen;**
  - **special branch or anti-gang or anti-drug police officers;**
  - **armed personnel;**
  - **comprising the manufacture, processing or handling of chemical or biological substances;**
  - **comprising the manufacture, use or handling of fireworks or explosive or corrosive machinery and product parts;**
  - **comprising the transport of flammable or explosive materials;**
- **an accident to an aerial navigation device where the Insured was on board as pilot or crew member;**
- **the use of an aerial navigation device for competitions or exhibitions, speed trials, raids, training flights, records or record attempts and during any test to participate in one of these activities;**
- **the use, as a driver, of a 2- or 3-wheeled motorised vehicle with engine power greater than 50 cc;**
- **the exercising of at-risk sporting activities, such as, for example:**
  - **hunting;**
  - **the invalidities occurring in an accident of motorised ultra light equipment, a helicopter, a balloon or an aircraft with less than eight seats on board;**
  - **practising any sport whatsoever as a professional or paid amateur;**
  - **off-piste skiing; ski jumping; bobsleigh; skeleton;**
  - **sailing or sail or motor yachting more than three nautical miles from the coast;**
  - **mountaineering more than 3000 m above sea level, climbing cliffs or artificial walls without safety pitons, archaeological exploration and potholing;**

- **scuba diving with autonomous breathing apparatus, beyond 40 m;**
- **participating in or preparing for a sporting event on board any vehicle whatsoever;**
- **automatic opening parachuting, parascending, paragliding, hang-gliding, gliding, parasailing;**
- **practising the following sports, including the preparation, in the context of a competition organised by an official federation or of any trial that is not exclusively for entertainment and occasional;**
    - **motorboating in competition (inshore and offshore);**
    - **competitive riding;**
    - **snow skiing;**
    - **combat sports and martial arts.**

3.6 Obligations in case of loss

3.6.1 Loss declaration

Any **accident** or **illness** that has caused the permanent invalidity of the **Insured** must be declared in writing to the **Company**'s Secrétariat Médical – Vie Particuliers (Life Private Customers Medical Secretariat).

The declaration must be made within one month with effect from the occurrence of the **accident** or the **illness**, except following unforeseen circumstances or a case of force majeure when the declaration must be made as quickly as can be reasonably achieved, on pain of the benefit being reduced up to the loss suffered by the **Company**.

The declaration must indicate:

- the place, date, time, causes, exact nature and circumstances of the **invalidity**;
- names, first names and domiciles of any witnesses, in the event of an **accident**.

3.6.2 Information and documents to be supplied

The **Policyholder** and/or the **Insured** must attach to the declaration of disaster any document, medical certificate or report likely to prove the existence and severity of the claim.

He provides the **Company**, as soon as possible, with the information and documents that it deems necessary to determine the circumstances and fix the extent of the disaster. This declaration will be accompanied by an official document and a certificate from the **Insured**'s doctor(s), drawn up on the **Company**'s standard form, stating the date of occurrence, the causes, the nature, the degree and the permanent character of the **invalidity.** The lack of information and documents requested by the Company could lead to it suspending its decision and potentially refusing to settle the claim.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

The **Company** reserves the right to have the **Insured** undergo any medical examination required and necessary at any time. He is required to undergo this examination within one month of being notified of this decision.

Except in the case of **total, permanent invalidity** recognised by the **Company**, the **Policyholder** and/or the **Insured** advises it, within thirty days, of any alteration in the level of **invalidity** along with any mitigation of the **invalidity** that allows the **Insured** to return to work, even partially.

In this case, the benefits are adapted from the date of the modification and any sums that the **Company** may have wrongfully paid must be reimbursed.

During **partial invalidity**, the **Company** reserves the right to have the **level of invalidity** of the **Insured** checked by its medical advisor or to request a detailed report from the **Insured**'s general practitioner to see whether the **invalidity** still exists and whether or not its **level** has changed.

The costs of this report are paid by the **Company**.

3.7 Statement of permanent invalidity

Based on declarations and the medical certificate, the **Company**'s medical advisor assesses the reality, the level and the permanent nature of the **invalidity**.

It is stated that the social security legislation and case law do not apply under this additional cover.

The **Company** reserves the right not to follow the decisions to grant **total, permanent invalidity** laid down by the social security medical control.

The claim will only be settled from the date of consolidation of the state of invalidity of the **Insured**.

3.8 Dispute

Any dispute over the state of health of the **Insured** is laid before a medical committee, who will hear both sides, made up of two medical assessors, one appointed by the **Policyholder** and/or the **Insured** and the other by the **Company**.

Failing agreement between these two doctors, they nominate a third medical expert with the role of arbitrating between them.

If one of the parties does not appoint a medical assessor or if the two medical assessors do not agree on the choice of the third, an appointment will be made by the President of the court in the district of the domicile of the **Insured**, at the request of the first party to take action.

Each party pays the fees of his assessor, the fees of the third assessor being shared equally.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

3.9 Beneficiary

In the event of an **accident** or illness causing **permanent invalidity**, the **Company**, unless agreed otherwise, pays the guaranteed benefits to the invalid **Insured**.

The **Company** undertakes, where there are several people **Insured**, to execute its obligation at the first recognition, by the **Company**, of the **permanent invalidity** of one of these persons **Insured**.

3.10 Settlement of benefits

The **Company** pays the insured benefits against settlement receipt sent to the **Beneficiary** within thirty days of receiving the supporting documents required to settle benefits.

3.11 Duration of the cover

The right to the additional cover is conditioned by the existence of the main cover.

In the event of termination, reduction, surrender or cancellation of the main cover, the additional cover ends automatically.

The additional premiums relating to the period prior to the end date of the additional cover remain acquired by the **Company** for the financing of the risk covered.

Unless stated otherwise in the **special conditions**, the cover ceases without extending beyond the end of the insurance year during which the **Insured** reaches his 65th birthday.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

4 Additional invalidity risk insurance linked to the Serena insurance policy

In addition to the **Serena** principal cover the **Policyholder** has the option of taking out additional invalidity risk cover.

These provisions are applicable if the **special conditions** mention the additional invalidity risk insurance cover (ACCRI).

The **insurance conditions** of the principal cover are applicable to this additional cover, insofar as the provisions below do not set them aside.

4.1 Definitions

The following meanings apply under this additional cover:

4.1.1 Accident

An **accident** is any sudden and fortuitous event caused directly by the action of an external force, beyond the control of the **Insured** and resulting in a physical injury showing objective symptoms.

Accidents include:

- drowning;
- injuries suffered when saving people or goods in peril;
- intoxications, asphyxia and burns resulting either from the involuntary ingestion of toxic or corrosive substances, or from the accidental leakage of gas or vapours;
- complications from initial injuries caused by a covered **accident**;
- rabies, anthrax and tetanus.

Suicide is not an **accident**.

4.1.2 Illness

Illness is any non-accidental alteration to the original health that can be checked by a medical examination. Pregnancy is not an illness.

4.1.3 Invalidity

Invalidity designates both **physiological invalidity** and **economic disability.**

Physiological invalidity corresponds to the diminution of physical integrity of the **Insured** following an **accident** or illness. The rate of **physiological invalidity** is fixed on the basis of the "International Invalidity Scale (L. Melennec)" or as assessed by experts.

Economic disability is a diminution of the ability of the **Insured** to work following **physiological invalidity** from which he is suffering. Its **level** is fixed, by medical decision, taking into account the profession exercised by the **Insured** and his possibilities of re-adapting to any professional activity compatible with his knowledge, his abilities and his social position; the appraisal of this **level of disability** is therefore independent of any other economic criterion.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

Economic disability if assessed according to normal economic conditions.

Maternity and paternity leave and any legal period of work ban or of rest are not considered as economic incapacity.

Pregnancy-related complications are covered, as is the **invalidity** resulting from giving birth.

4.1.4 Limited cover

The cover is limited if the **invalidity** is the consequence of:

- burn-out;
- psychiatric disorders of somatic illnesses;
- functional psychic disorders and their consequences that cannot be made directly objective through organic repercussions.

The insured benefit for **invalidity** caused by one of the afflictions mentioned above is allocated after expiry of a waiting period of one year from the consolidation of the state of health. The total indemnity period is limited for all these afflictions to three years maximum for the duration of the policy.

4.1.5 Degree of invalidity

The level of **invalidity** is determined by the highest of rates adopted for **physiological invalidity** and **economic disability** respectively.

For policies with two **Insured** persons, under the ACCRI-premiums cover explained below (see 4.2.3), if they both suffer from partial **invalidity**, the rates are only accumulated provided each one can justify at least 25% partial **invalidity**. The accumulated rates are only taken into consideration for maximum 100%.

Physiological invalidities and **economic disabilities** existing when this insurance policy starts to run or resulting from an excluded risk cannot play a part in determining the **level of invalidity**.

4.1.6 Total invalidity, partial invalidity, permanent invalidity, temporary invalidity

The medical fraternity judges the nature of the **invalidity** as per the procedure set out in point 4.7. **Invalidity can be partial or total, temporary or permanent.**

Invalidity is considered total when the level of economic or physiological **invalidity** is at least 67%.

Partial invalidity is when the level is less than 67%.

The permanent nature of the **invalidity** cannot be permitted as such before the consolidation of the state of health of the **Insured** and the formal establishment of the permanence of this **invalidity**.

Temporary invalidity is a non-permanent **invalidity.**

Total, permanent invalidity is **invalidity** that has reached a **level** of at least 67%, making it definitively impossible for the **Insured** to pursue his profession or to re-adapt, under normal economic conditions, to any professional activity compatible with his knowledge, his capacities and social position.

4.1.7 Relapse

Relapse is a totally new **invalidity** that occurs within the three months after the end of payment for an **invalidity** covered by the insurance and caused by the same illness or **accident.**

4.1.8 Waiting time

The **waiting period** specified in the **special conditions** is the period from the date on which the **invalidity** started, during which the **Company** is not liable for any benefit.

The right to the benefits opens when the **waiting period** expires.

4.1.9 Waiting time

Waiting time is the time starting on the effective date of the additional **invalidity** risk cover, during which the risk is not covered. The **waiting time** is nine months for any **invalidity** due to the aftermath of a pregnancy.

4.1.10 Professional income

For representatives of the professions and other freelancers, the professional income is the net income, which is the profit generated by the activity indicated in the insurance proposal (Article 10 points 1 to 3 of the Income Tax Law of 4 December 1967).

For employees, the professional income is the gross wages shown on the payslip.

At the request of the **Company**, the **Policyholder** undertakes to provide it with any document it deems useful for certifying his **professional income** or that of the **Insured**.

4.2 Purpose of the cover

4.2.1 Commitment by the Company

The **Company** undertakes to pay the **Beneficiary** the insured benefits, according to the cover(s) provided for under the **special conditions**, when the **Insured** is the victim of an **accident** or **illness** occurring in his private or professional life which causes directly physiological or economic **invalidity**, provided this reaches a level of at least 25%.

4.2.2 ACCRI – Annuity

Once the waiting period and time have lapsed, the **Company** undertakes to pay the **Insured**, during the **invalidity** and in proportion to its level, an annuity for which the annual amount is fixed in the **special conditions**.

The **invalidity** annuity is calculated by quarterly amounts at 30 March, 30 June, 30 September and 30 December and paid the next month.

The **invalidity** annuity is due for any month that has started. In this case, the amount of the monthly annuity is calculated pro rata to the number of days indemnified. The same is true at the end of the **invalidity** or benefit period for an incomplete month, with the annuity being calculated pro rata to the number of days indemnified.

It is stated that a month is deemed to have thirty days.

The **Policyholder** can choose a constant annuity or an increasing annuity. The constant annuity remains unchanged during the entire indemnification period. The increasing annuity is indexed on a flat-rate basis during the indemnification period according to a percentage defined in the **special conditions.** This flat-rate indexing takes place every year, with effect from 30 June, and only applies if at least one year has elapsed since the **invalidity** start date.

Unless agreed otherwise, the **invalidity** annuity paid in the event of a disaster cannot exceed, on an annual basis, 80% of the average of annual professional income of the **Insured** in the three calendar years preceding the date of the disaster. Should this limit be exceeded, the **Company** is authorised to reduce the annuity to this limit and the premium in proportion, with effect in the month after become aware of this overrun. The benefits already paid remain unchanged until the date of reduction. This 80% intervention limit does not, however, apply when the annual annuity insured is no more than €12,500. The **Company** reserves the right to review these limits for any new policy or change to the annuity insured along and the right to determine the minimum and maximum amounts of the annuity insured.

The **Policyholder** is required to advise the **Company** of any non-temporary reduction in income from the professional activity of the person insured below the 80% limit defined above. The adaptation of the insured annuity and the premium takes effect in the month after becoming aware of this reduction.

Any increase in the insured annuity is subject to prior acceptance by the **Company**.

4.2.3 ACCRI – Premiums

Once the waiting period and time have lapsed, the **Company** undertakes to pay, in proportion to the **level of invalidity**, the premiums of the main cover and the additional covers, including taxes and charges. The **Company** reimburses the **Policyholder** with the pro rata of premiums already paid by him, relative to the indemnification period, at the earliest during the months of January, April, July and October. The payment of the premium by the **Company** is due for any month that has commenced. In this case, the amount of the monthly benefit is calculated pro

rata to the number of days indemnified. The same is true at the end of the **invalidity** or benefit period for an incomplete month, with the premium paid being calculated pro rata to the number of days indemnified.

It is stated that a month is deemed to have thirty days.

4.2.4 Relapse

In the event of a **relapse** within three months following the end of the **invalidity** period, if the **waiting period** has lapsed entirely since the start of the initial **invalidity**, the resulting **invalidity** is considered to be a continuation of the first **invalidity**. In this case, the **waiting period** no longer applies and the intervention by the **Company** takes place on the same basis as was used to determine the intervention during the previous **invalidity.**

In the event of a **relapse** within three months following the end of the **invalidity** period and if the **waiting period** has not lapsed entirely since the start of the initial **invalidity**, it continues to apply for the period remaining to run from the date the **relapse** is noted.

In the event of a **relapse** more than three months after the end of the **invalidity** period, the resulting **invalidity** is considered to be a new **invalidity.**

4.3 Premiums

4.3.1 Payment of premiums

In return for the additional commitments by the **Company**, the **Policyholder** pays the additional premiums. These premiums are payable at the same due dates and by the same methods as those relating to the main cover.

Their payment cannot be separated from that of the main cover.

4.3.2 Ceasing to pay premiums

At the end of each insurance period, corresponding to the last premium or split premium paid, the **Policyholder** can request in writing to cease paying premiums for the additional **invalidity** risk cover, independently of the main cover.

Ceasing payment of additional premiums results in the termination of this additional cover, which has no surrender or reduction value.

4.3.3 Tariff

The **Company** reserves the right to increase the tariff of the additional ACCRI premium and ACCRI annuity cover during the policy, in which case it will so advise the **Policyholder** in writing at least three months before the annual due date of the policy. The tariff adjustment takes effect from this annual due date, unless the **Policyholder** decides to cease paying additional premiums in accordance with point 4.3.2.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

4.4 Territory covered

The commitments of this additional cover are acquired worldwide, provided that the **Company** can exercise normally the planned medical examination resources and subject to the exclusions described below.

4.5 Risks not covered

4.5.1 Risks always excluded

Apart from the excluded risks planned in the insurance conditions, the additional cover does not cover the invalidities resulting from:

- **attempted suicide, throughout the policy;**
- **acrobatics, wagers or challenges and generally any notoriously reckless act in which the Insured has taken part;**
- **the fact that the Insured found himself under the influence of a narcotic, hallucinogenic or other drug, or in a state of inebriation, unless there is no causal link between the invalidity and these circumstances;**
- **allergic afflictions;**
- **chronic fatigue syndrome, spasmophilia or fybromyalgia and the accompanying afflictions;**
- **directly or indirectly drug addiction, including alcoholism and the abuse of medications;**
- **aesthetic treatment, unless it is repairing surgery following an accident or cancer;**
- **sterilisation, artificial insemination or in vitro fertilisation.**

4.5.2 Risks that can be insured

Unless agreed otherwise and provided any additional premium is paid, the additional cover does not apply to the invalidities occurring during:

- **the exercising of at-risk professions and professional activities, such as, for example:**
  - **seaman (oil tanker, lifeboat, submarine);**
  - **oil platform;**
  - **all underwater work;**
  - **descending into shafts, mines or quarries;**
  - **work on high-voltage installations;**
  - **work that could result in a fall of more than 4 metres;**
  - **work on scaffolding or roofing;**
  - **construction, maintenance or demolition of buildings or structures;**
  - **felling and/or pruning trees;**
  - **firemen;**

- **special branch or anti-gang or anti-drug police officers;**
- **armed personnel;**
- **comprising the manufacture, processing or handling of chemical or biological substances;**
- **comprising the manufacture, use or handling of fireworks or explosive or corrosive machinery and product parts;**
- **comprising the transport of flammable or explosive materials;**

- **an accident to an aerial navigation device where the Insured was on board as pilot or crew member;**
- **the use of an aerial navigation device for competitions or exhibitions, speed trials, raids, training flights, records or record attempts and during any test to participate in one of these activities;**
- **the use, as a driver, of a 2- or 3-wheeled motorised vehicle with engine power greater than 50 cc;**
- **the exercising of at-risk sporting activities, such as, for example:**
  - **hunting;**
  - **the invalidities occurring in an accident of motorised ultra light equipment, a helicopter, a balloon or an aircraft with less than eight seats on board;**
  - **practising any sport whatsoever as a professional or paid amateur;**
  - **off-piste skiing; ski jumping; bobsleigh; skeleton;**
  - **sailing or sail or motor yachting more than three nautical miles from the coast;**
  - **mountaineering more than 3000 m above sea level, climbing cliffs or artificial walls without safety pitons, archaeological exploration and potholing;**
  - **scuba diving with autonomous breathing apparatus, beyond 40 m;**
  - **participating in or preparing for a sporting event on board any vehicle whatsoever;[1]**
  - **automatic opening parachuting, parascending, paragliding, hang-gliding, gliding, parasailing;**
  - **practising the following sports, including the preparation, in the context of a competition organised by an official federation or of any trial that is not exclusively for entertainment and occasional;**
    - **motorboating in competition (inshore and offshore);**
    - **competitive riding;**
    - **snow skiing;**
    - **combat sports and martial arts.**

4.6 Obligations in case of loss

4.6.1 Loss declaration

Any **accident** or **illness** that has caused the invalidity of the **Insured** must be declared in writing to the **Company**'s Secrétariat Médical – Vie Particuliers (Life Private Customers Medical Secretariat).

The declaration must be made within one month with effect from the occurrence of the **accident** or the **illness**, except following unforeseen circumstances or a case of force majeure when the declaration must be made as quickly as can be reasonably achieved, on pain of the benefit being reduced up to the loss suffered by the **Company**.

The declaration must indicate:

- the place, date, time, causes, exact nature and circumstances of the **invalidity**;
- names, first names and domiciles of any witnesses, in the event of an **accident**.

4.6.2 Information and documents to be supplied

The **Policyholder** and/or the **Insured** must attach to the declaration of disaster any document, medical certificate or report likely to prove the existence and severity of the claim.

He provides the **Company**, as soon as possible, with the information and documents that it deems necessary to determine the circumstances and fix the extent of the disaster. This declaration will be accompanied by an official document and a certificate from the **Insured**'s doctor(s), drawn up on the **Company**'s standard form, stating the date of occurrence, the causes, the nature, the degree and the presumed duration of the **invalidity.** The lack of information and documents requested by the Company could lead to it suspending its decision and potentially refusing to settle the loss.

The **Company** reserves the right to have the **Insured** undergo any medical examination required and necessary at any time. He is required to undergo this examination within one month of being notified of this decision.

Except in the case of **total, permanent invalidity** recognised by the **Company**, the **Policyholder** and/or the **Insured** advises it, within thirty days, of any alteration in the level of **invalidity** along with any mitigation of the **invalidity** that allows the **Insured** to return to work, even partially.

In this case, the benefits are adapted from the date of the modification and any sums that the **Company** may have wrongfully paid must be reimbursed.

During **invalidity**, the **Company** reserves the right to have the **level of invalidity** of the **Insured** checked by its medical advisor or to request a detailed report from the **Insured**'s general practitioner to see whether the **invalidity** still exists and whether or not its **level** has changed.

The costs of this report are paid by the **Company**.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

4.7 Statement of invalidity

Based on declarations and the medical certificate, the **Company**'s medical advisor assesses the reality, the level and the evolution of the **invalidity**.

It is stated that the social security legislation and case law do not apply under this additional cover.

The **Company** reserves the right not to follow the decisions to grant **invalidity** laid down by the social security medical control.

The claim will only be settled from the date of consolidation of the state of invalidity of the **Insured**.

4.8 Dispute

Any dispute over the state of health of the **Insured** is laid before a medical committee, who will hear both sides, made up of two medical assessors, one appointed by the **Policyholder** and/or the **Insured** and the other by the **Company**.

Failing agreement between these two doctors, they nominate a third medical expert with the role of arbitrating between them.

If one of the parties does not appoint a medical assessor or if the two medical assessors do not agree on the choice of the third, an appointment will be made by the President of the court in the district of the domicile of the **Insured**, at the request of the first party to take action.

Each party pays the fees of his assessor, the fees of the third assessor being shared equally.

4.9 Beneficiary

In the event of an **accident** or illness causing **invalidity**, the **Company**, unless agreed otherwise, pays the guaranteed benefits to the invalid **Insured**.

The **Company** undertakes, where there are several people **Insured**, to execute its obligation at the first recognition, by the **Company**, of the **invalidity** of one of these persons **Insured**.

4.10 Settlement of benefits

The **Company** pays the insured benefits against settlement receipt sent to the **Beneficiary** within thirty days of receiving the supporting documents required to settle benefits.

4.11 Duration of the cover

The right to the additional cover is conditioned by the existence of the main cover.

In the event of termination, reduction, surrender or cancellation of the main cover, the additional cover ends automatically.

The additional premiums relating to the period prior to the end date of the additional cover remain acquired by the **Company** for the financing of the risk covered.

Unless stated otherwise in the **special conditions**, the cover ceases without extending beyond the end of the insurance year during which the **Insured** reaches his 65th birthday.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

5. Additional hospitalisation risk insurance

In addition to the principal cover the **Policyholder** has the option of taking out additional hospitalisation risk cover.

These provisions are applicable if the **special conditions** mention the additional hospitalisation risk insurance cover (ACCRHo).

The **insurance conditions** of the principal cover are applicable to this additional cover, insofar as the provisions below do not set them aside.

5.1 Definitions

The following meanings apply under this additional cover:

5.1.1 Accident

An **accident** is any sudden and fortuitous event caused directly by the action of an external force, beyond the control of the **Insured** and resulting in a physical injury showing objective symptoms.

Accidents include:

- drowning;
- injuries suffered when saving people or goods in peril;
- intoxications, asphyxia and burns resulting either from the involuntary ingestion of toxic or corrosive substances, or from the accidental leakage of gas or vapours;
- complications from initial injuries caused by a covered **accident**;
- rabies, anthrax and tetanus.

Suicide is not an **accident**.

5.1.2 Hospitalisation

Hospitalisation is any medically-required stay of more than 24 hours in a public or private hospital that has sufficient diagnostic and therapeutic resources and where only scientifically-proved investigation and treatment methods are used during curative treatment.

The following are not considered as **hospitalisation**:

- stays in hospital for care and treatment of a congenital anomaly;
- stays in a hospital that also offers cures or which also admits convalescents, mainly convalescence homes, sanatoriums, nursing homes, spas, health resorts or any other comparable establishment;
- stays in a hospital of more than ninety days during the entire period of this cover, whether or not consecutive, for care and treatment of a tuberculosis-related **illness**, mental illness or comparable affliction;

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

- stays in a hospital for any reason beyond 180 days, whether or not consecutive;
- stays in hospitals as soon as the curative treatment no longer medically requires this in-patient status, or when the maintaining, keeping or assistance necessitated by the lack of mobility or mental **illness** of the **Insured** become predominant based on medical observations;
- days attending hospitals and military or prison sick bays whereas the curative treatment no longer medically required this in-patient status, in civilian life.

5.1.3 Pregnancy

Pregnancy covers the state of being pregnant, of giving birth and all the medical consequences and follow-up to childbirth.

5.1.4 Illness

Illness is any non-accidental alteration to the original health that can be checked by a medical examination. Pregnancy is not an illness.

5.2 Purpose of the cover

The **Company** undertakes to pay the **Beneficiary** a daily lump sum for the duration of the **hospitalisation** following an **accident**, **illness** or **pregnancy** before the fixed maturity of the cover, from the first day of **hospitalisation** up to a maximum of 180 days.

The ceiling for the daily indemnity is €50 per **Beneficiary**.

As soon as this cover takes effect, the **Company** covers the **hospitalisations** occurring following an **accident** or **illness.** Nevertheless, in terms of **hospitalisation** relating to childbirth or problems with **pregnancy**, the taking effect is deferred for nine months.

5.3 Limited cover

The cover is limited if the hospitalisation is the consequence of:

- burn-out;
- psychiatric disorders of somatic illnesses;
- functional psychic disorders and their consequences that cannot be made directly objective through organic repercussions.

The benefit insured for the hospitalisation caused by one of the afflictions mentioned above is limited for all these afflictions to ninety days, whether or not consecutive, maximum throughout the entire duration of the policy.

5.4 Premiums

5.4.1 Payment of premiums

In return for the additional commitments by the **Company**, the **Policyholder** pays the additional premiums. These premiums are payable at the same due dates and by the same methods as those relating to the main cover.

Their payment cannot be separated from that of the main cover.

5.4.2 Ceasing to pay premiums

At the end of each insurance period, corresponding to the last premium or split premium paid, the **Policyholder** can request in writing to cease paying premiums for the additional **hospitalisation** risk cover, independently of the main cover.

Ceasing payment of additional premiums results in the termination of this additional cover, which has no surrender or reduction value.

5.5 Territory covered

The commitments of this additional cover are acquired both in the Grand Duchy of Luxembourg and the border countries, provided that the **Company** can exercise normally the planned medical examination resources and subject to the exclusions described below.

5.6 Risks not covered

5.6.1 Risks always excluded

Apart from the excluded risks planned in the insurance conditions, the additional cover does not cover the hospitalisation resulting from:

- **attempted suicide, throughout the policy;**
- **acrobatics, wagers or challenges and generally any notoriously reckless act in which the Insured has taken part;**
- **natural disasters (earthquake, tidal wave, etc.);**
- **an accident occurring to the Insured when under the influence of a narcotic, hallucinogenic or other drug, or in a state of inebriation, or in a state of alcohol poisoning unless there is no causal link between the hospitalisation and these circumstances;**
- **allergic afflictions;**
- **chronic fatigue syndrome, spasmophilia or fybromyalgia and the accompanying afflictions;**

- **directly or indirectly drug addiction, including alcoholism and the abuse of medications;**
- **aesthetic treatment, unless it is repairing surgery following an accident or cancer;**
- **sterilisation, artificial insemination or in vitro fertilisation.**

5.6.2 Risks that can be insured

Unless agreed otherwise and provided any additional premium is paid, the additional cover does not apply to the hospitalisations occurring during:

- **the exercising of at-risk professions and professional activities, such as, for example:**
  - **seaman (oil tanker, lifeboat, submarine);**
  - **oil platform;**
  - **all underwater work;**
  - **descending into shafts, mines or quarries;**
  - **work on high-voltage installations;**
  - **work that could result in a fall of more than 4 metres;**
  - **work on scaffolding or roofing;**
  - **construction, maintenance or demolition of buildings or structures;**
  - **felling and/or pruning trees;**
  - **firemen;**
  - **special branch or anti-gang or anti-drug police officers;**
  - **armed personnel;**
  - **comprising the manufacture, processing or handling of chemical or biological substances;**
  - **comprising the manufacture, use or handling of fireworks or explosive or corrosive machinery and product parts;**
  - **comprising the transport of flammable or explosive materials;**
- **an accident to an aerial navigation device where the Insured was on board as pilot or crew member;**
- **the use of an aerial navigation device for competitions or exhibitions, speed trials, raids, training flights, records or record attempts and during any test to participate in one of these activities;**
- **the use, as a driver, of a 2- or 3-wheeled motorised vehicle with engine power greater than 50 cc;**
- **the exercising of at-risk sporting activities, such as, for example:**
  - **hunting;**
  - **the use and/or presence on board motorised ultra light equipment, a helicopter, a balloon or an aircraft with less than eight seats;**
  - **practising any sport whatsoever as a professional or paid amateur;**

- **off-piste skiing; ski jumping; bobsleigh; skeleton;**
- **sailing or sail or motor yachting more than three nautical miles from the coast;**
- **mountaineering more than 3000 m above sea level, climbing cliffs or artificial walls without safety pitons, archaeological exploration and potholing;**
- **scuba diving with autonomous breathing apparatus, beyond 40 m;**
- **participating in or preparing for a sporting event on board any vehicle whatsoever;**[1]
- **automatic opening parachuting, parascending, paragliding, hang-gliding, gliding, parasailing;**
- **practising the following sports, including the preparation, in the context of a competition organised by an official federation or of any trial that is not exclusively for entertainment and occasional;**
    - **motorboating in competition (inshore and offshore);**
    - **competitive riding;**
    - **snow skiing;**
    - **combat sports and martial arts.**

5.7 Obligations in case of loss

5.7.1 Loss declaration

Any **accident** or **illness** or **pregnancy** that has caused the hospitalisation of the **Insured** must be declared in writing to the **Company**'s Secrétariat Médical – Vie Particuliers (Life Private Customers Medical Secretariat).

The declaration must be made within one month with effect from the occurrence of the **hospitalisation**, except following unforeseen circumstances or a case of force majeure when the declaration must be made as quickly as can be reasonably achieved, on pain of the benefit being reduced up to the loss suffered by the **Company**.

5.7.2 Information and documents to be supplied

The declaration is made subject to production of a medical certificate drawn up by the doctor or doctors who treated the **Insured.**

It states:

- the hospital,
- the exact cause,
- and the duration of the **hospitalisation** (admission and discharge dates).

In the event of **hospitalisation** following an **accident**, the medical certificate must be accompanied by a declaration indicating:

- the place, date, time, causes, nature and circumstances of the **accident**;
- names, first names and domiciles of any witnesses.

5.8 Statement of hospitalisation

Based on declarations and the medical certificate, the **Company**'s medical advisor assesses the reality of the **hospitalisation**.

The **Company** reserves the option to have the **Insured** undergo any medical examination required and necessary at any time. The **Insured** is required to undergo this examination within one month of being notified of this decision. Should the **Insured** refuse to submit to the verification of his state of health by the **Company**'s medical advisor or if the general practitioner's report is rejected, the **Beneficiary** of the cover cannot continue to assert a right to the benefit insured under this cover.

The lack of information and documents requested by the Company could lead to it suspending its decision and potentially refusing to settle the claim.

5.9 Dispute

Any dispute over the state of health of the **Insured** is laid before a medical committee, who will hear both sides, made up of two medical assessors, one appointed by the **Policyholder** and/or the **Insured** and the other by the **Company**. Failing agreement between these two doctors, they nominate a third medical expert with the role of arbitrating between them.

If one of the parties does not appoint a medical assessor or if the two medical assessors do not agree on the choice of the third, an appointment will be made by the President of the court in the district of the domicile of the **Insured**, at the request of the first party to take action.

Each party pays the fees of his assessor, the fees of the third assessor being shared equally.

5.10 Beneficiary

Unless stipulated otherwise, the **Insured** is presumed to be the **Beneficiary** of the daily indemnity granted by the **Company** under the additional **hospitalisation** risk cover.

5.11 Settlement of benefits

The **Company** pays the daily sums falling due within thirty days of receiving the supporting documents required to settle benefits.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

5.12 Duration of the cover

The right to the additional cover is conditioned by the existence of the main cover.

In the event of termination, reduction, surrender or cancellation of the main cover, the additional cover ends automatically.

The additional premiums relating to the period prior to the end date of the additional cover remain acquired by the **Company** for the financing of the risk covered.

The cover ceases at the maturity fixed in the **special conditions**, without extending beyond the end of the insurance year during which the **Insured** reaches his 60th birthday.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

6 Funeral repatriation assistance

These provisions are applicable if the **special conditions** mention the funeral repatriation assistance cover.

The term **Service Provider** used under this cover should be understood to be:
the assistance company INTER PARTNER ASSISTANCE (marketed under the name of AXA Assistance) European Group SA, approved under code 0487 to practise tourist insurance (Royal Decree of 4 and 13 July 1979 – Belgian Gazette of 14 July 1979), whose head office is at Avenue Louise 166, BP 1, 1050 Brussels, which undertakes to perform all the assistance services covered on behalf of the **Company**.

Personal data about the Insured that are communicated to the insurer under this policy are used for the purposes of insurance management, clientèle management, controlling fraud and dispute management by **AXA Assurances Luxembourg** and by Inter Partner Assistance (marketed under the name of AXA Assistance), Avenue Louise 166, BP 1, 1050 Brussels and are likely to be transferred by it to service providers and sub-contractors that it calls on. These may be located outside the European Union, including, among others, AXA Business Services, for the data it compiles during assistance services.

Service Infoline - Round-the-clock assistance **(+352) 45 30 55**

6.1 Burial or cremation in the country of residence

If the family of the **Insured** opts for burial or cremation in the country of residence, the **service provider** will organise the repatriation of the mortal remains and pay for the following:

- costs of funeral arrangements;
- costs of placing the body in the bier locally;
- the costs of a coffin up to a maximum of €650;
- costs of transporting the mortal remains from the place of death to the place of burial or cremation.

If the **Insured** was travelling abroad alone, the **service provider** organises and pays for the return travel of a family member or close friend to accompany the mortal remains.

The local hotel costs for this person will be paid by the **service provider** up to a maximum of €65 per night and per room for a maximum of two nights.

The costs of a ceremony and burial or cremation are not covered by the **service provider.**

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

6.2 Burial or cremation abroad

If the family of the **Insured** decides on a burial or cremation abroad, the **service provider** organises and pays for the same services as stated above.

In addition, the **service provider** organises and pays for the return journey of a family member or close friend residing in the country of residence to attend the burial or cremation.

The local hotel costs for this person will be paid by the **service provider** up to a maximum of €65 per night and per room for a maximum of three nights.

In the event of cremation abroad and a ceremony in the country of residence, the **service provider** pays for the costs of repatriating the urn to the country of residence.

The **service provider**'s contribution is in any case limited to the assumed costs of repatriating the mortal remains to the country of residence.

The **service provider** has the exclusive right to chose the companies involved in the **repatriation** process.

6.3 Assistance with formalities

The **service provider** assists the family of the **Insured** regarding the following matters:

- getting in touch with an undertaker;
- help with writing the announcement of the death;
- help with the necessary formalities, especially with the local administration;
- searching for a real estate agency to deal with property assets.

6.4 Domestic animals

The **service provider** organises and takes charge of returning domestic animals (dog(s) or cat(s)) accompanying the **Insured.**

6.5 Sending urgent messages

If the members of the **Insured**'s family so requests, the **service provider** sends urgent messages relating to matters covered by the insurance policy to anyone free of charge.

Generally speaking, sending messages is subject to justification of the request, a clear and explicit expression of the message to be sent and the precise indication of the name, address and telephone number of the person to be contacted.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

Any text involving criminal, financial, civil or commercial liability will be sent at the sole responsibility of its author, whom it must be possible to identify. Its content must be subject to Luxembourg and international legislation and may not incur the liability of the **service provider.**

6.6 Minding children less than 16 years old

The **service provider** organises and pays for minding the **Insured**'s children under 16 up to €65 per day for four days maximum.

CA Vie Particuliers - W.01.2017 EN - Ed.01.2017 EN

Addendum to insurance conditions

Clause 1: Existence, date/starting date of the Contract

Unless otherwise indicated or specified, the clause regarding the existence, formation, date, or starting date of the Contract is set out fully and in detail below:

"The Contract shall come into effect with the signing of the Specific Terms and Conditions by the Policyholder and the Company.

The Policyholder shall return a signed copy to the Company. **If the Specific Terms and Conditions are not returned signed, but the premium or premiums have been paid, the Contract shall be deemed to have been formally accepted by the Policyholder and validly concluded.**"

Clause 2: Conflicts of Interest

"A conflict of interest can be defined as "any professional situation in which the independence or integrity of the discretionary or decision-making powers of an individual, a business, or an organisation may be influenced or swayed by considerations of a personal nature or by pressure from a third party".

For the purpose of detecting conflicts of interest liable to arise in the context of its business, including the distribution of insurance, and which might harm the interests of a client (the Policyholder, the Insured, or the Beneficiary), the Company is bound to ascertain whether the company itself, its directors, its personnel, its insurance agents, or any person directly or indirectly connected to it by a controlling relationship have an interest in the result of this activity, when such interest:

1) is different from the interest of the client

2) or may potentially influence the result of the distribution activities to the detriment of the client.

The Company must proceed in the same way to discover conflicts of interest between one client and another.

With this in view, the Company has set up a series of organisational and administrative measures designed to identify, prevent, control, and manage all situations of conflicts of interest liable to harm the interests of its clients, in particular – but not exclusively – when selling insurance contracts.

When it is established that certain organisational and administrative measures are not sufficient to guarantee that a conflict of interest will be avoided or that the conflict of interest in question cannot be handled effectively, the Company will inform the Client of the nature and source of such conflict of interest in good time before the signing of the insurance contract.

The Company policy on conflicts of interest can be obtained on request or viewed directly on the website www.axa.lu.

Clause 3: Payments, commission, and benefits

General principle

The Company undertakes that the payment policy set up for its personnel, its insurance agents and, in general the intermediaries in charge of distributing its insurance products, will not obstruct their capacity to act in the best interests of its Clients or dissuade them from making suitable recommendations or presenting information in an impartial, clear, and non-misleading manner.

Commission and benefits

Before signing any contract, Policy Holders and Insureds are informed of the nature of the payment received by the insurance intermediaries in relation to the distribution of an insurance Product, or, in the event of a direct sale, by the personnel of the Company.

Insurance intermediaries are particularly likely to receive payment in the form of an insurance commission, generally included in the insurance premium relating to the contracts they market.

In the case of direct sales, the personnel of the Company are paid in the form of salaries. They receive no commission directly relating to the sale of insurance contracts.

Insurance intermediaries and Company personnel are, furthermore, likely to receive monetary or non-monetary consideration, without prejudice to compliance with the general principle set forth above.

Clause 4: Incentives (for insurance-based investment products only)

"**Incentive**": "any fee, commission, or monetary or non-monetary consideration given to or received from the insurance companies or intermediaries in relation to **the distribution of an insurance-based investment product** or the provision of an ancillary service to or by any party other than the client or the person acting on the client's behalf."

The Company undertakes to set up and maintain **appropriate organisational procedures** to ensure that no incentive or system of incentives which it gives or receives in relation to the distribution of an insurance product i) has an effect which may harm the quality of the service supplied to the clients, or ii) prevents it, its agents, or other insurance intermediaries from fulfilling their obligation to act with integrity, loyalty, and professionalism and in the best interests of the clients (policyholders, insureds, or beneficiaries).

Information on all the costs and charges linked with the distribution of the insurance product, including advisory charges, is supplied to the Client in good time before the signing of the Contract in consolidated format in the Key Information Document for the Product in question. If the Client so wishes, the Company can provide a breakdown of these charges by post, including the amount of commission paid to the insurance intermediary.

Clause 5: Personal Data Protection

The Data Controller

The Company AXA Assurances Luxembourg S.A respectively AXA Assurances Vie Luxembourg S.A. is responsible for the processing of personal data disclosed to it in the context of the signing/acceptance of the insurance contract or subsequently during the execution of the insurance contract. It has appointed a Data Protection Officer with special remit to deal with all questions regarding data protection within the Company.

The processing of data of a personal nature or personal data

The processing of personal data generally refers to all actions normally carried out by the Company, with or without automated procedures applied to data or data sets of a personal nature, such as gathering, recording, organising, structuring, storing, adapting or modifying, extracting, consulting, using, divulging by transmission, circulation or any other form of disclosure, connection or interconnection, restriction, erasure or destruction.

All data of a personal nature are processed in accordance with the laws of Luxembourg and the applicable European laws on protection of the individual in connection with the processing of data of a personal nature.

Data subjects

The Company is entitled to process the personal data of the following individuals or categories of individuals:

- **the people with an interest in the insurance contract,** in particular the policyholders, insureds or affiliates, beneficiaries, assignees, third parties, heirs, guardians, curators, drivers, etc...).
- **those involved with the contract,** in particular insurance intermediaries (agents, brokers, and other intermediaries), managers, service providers (experts, doctors, lawyers, etc...).

This is not a comprehensive list. For full details, see the Company register.

Categories of data of a personal nature

The Company is entitled to process any data generally necessary and relevant to the risk assessment, the evaluation of the damage or the proper execution of the processing, and in particular, depending on the nature of the chosen insurance contract, the following main categories of personal data:

- data identifying the individuals concerned (identity, status, address, tax residence, tax number, nationality, etc.);
- additional data regarding the personal, family, economic and financial situation of the policyholder and/or insured/affiliate, lifestyle data (sports and leisure activities, travel, etc.) and employment data;
- sensitive data regarding the physical and/or mental health of the insured/affiliate.

This is not a comprehensive list. For full details, see the Company Register.

Purpose of and legal basis for the processing

Purposes *(This is not a comprehensive list – for full details, see the Company Register.)*

Data of a personal nature are gathered and processed for the following purposes in particular:

- analysis of clients' needs and requirements;
- assessment of risks;
- preparation, signing, and administration of contracts;
- execution of contracts;
- settlement of claims;
- prevention of fraud;
- preparation of statistics and actuarial studies;
- management of complaints, claims, and disputes;
- client management and business development where appropriate;
- compliance with and fulfilment of legal obligations regarding the applicable regulatory and administrative requirements (in particular combating money laundering and the funding of terrorism, tax levies, regulatory reporting, etc...).

Legal basis for processing:

Data of a personal nature is processed for the above purposes on at least one of the following legal grounds:

- processing is required in order to fulfil the insurance contract where the data subjects are the parties or interested parties, or for the execution of pre-contractual measures taken at the request of the data subject or subjects;
- processing is necessary in order to comply with the legal obligations incumbent on the Company;
- processing is necessary in order to safeguard the vital interests of the data subjects or another individual;
- consent, in the cases listed below.

The consent of the data subject is also required in cases regarding:

- the processing of data regarding the health of the person concerned for all the purposes set forth above;
- the processing of data for business development purposes.

Recipients or categories of recipients of data of a personal nature

Data of a personal nature may be transmitted to the following categories of recipients, within the limits of, and in accordance with, the conditions laid down by the Laws of Luxembourg governing insurance secrecy (see article 300 of the law of 7 December 2015 on the insurance sector):

- insurance intermediaries (insurance agents, insurance brokers, and other intermediaries) and other partners of the Company;
- the company's sub-contractors and service providers, within the limits necessary for the execution of the tasks entrusted to them;
- the other members of the insurance group to which the Company belongs;

- the Company's reinsurer/s, accountants, and auditors;
- those involved in the insurance contract, such as lawyers, experts, consultant doctors, etc... ;
- and more generally any individual or authority (administrative, fiscal or legal) to whom personal data must be transmitted by law or with the authority of the law, subject to the legal limits and conditions.

This is not a comprehensive list. For full details, see the Company register.

Transfer of data outside the European Union

Data of a personal nature may be transferred to a country outside the European Union in the following authorised cases and and subject to the strict limits and conditions laid down by the Luxembourg law on insurance secrecy:

- the destination is a country which provides an adequate level of protection as required by the European Union or which is deemed by a competent authority to do so;
- the transfer is governed by the standard contractual clauses adopted by the European Commission;
- the transfer is to a member of the AXA Group which has signed the binding corporate regulations guaranteeing an adequate level of protection;
- the transfer is authorised pursuant to one of the exceptions set forth in Article 49 of the European Data Protection laws (in particular in the case of the specific consent of the data subject, for the fulfilment of insurance contracts, for the safeguarding of human life, and for the establishment, exercise or defence of legal claims, etc...).

Only the data which are relevant to the purpose of the transfer can be transferred.

In order to guarantee legitimate processing of personal data, the Company shall, prior to any transfer or at the request of the data subjects, provide full information on the purpose, the nature of the data and the destination country or countries.

Subcontracting of certain processing operations abroad

In accordance with the principles described above and in compliance with the conditions and limits set by the law on the insurance sector, you are informed that the Company may subcontract to external or intra-group service providers, the following services and operations:

- The filtering of client name databases (policy applicants, insureds and beneficiaries) against the monitoring lists put in place in the fight against money laundering and terrorist financing, in accordance with the legal obligations incumbent on the Company.
  - Type of provider: intra-group companies
  - Type of data provided to providers: personal identification data of the persons concerned
  - Country of establishment of the providers: intra-group (France and Belgium) and outside the European Union (India)
- The management of AXA Assistance claims (policy applicants, insureds and beneficiaries)
  - Type of provider: intra-group companies
  - Type of data provided to providers: the personal identification data of the persons concerned and the data needed for the management of the claim
  - Country of establishment of providers: intra-group (worldwide)

- The management of health care reimbursements (policy applicants, insureds and beneficiaries)
  - Type of service provider: external company
  - Type of data provided to providers: the personal identification data of the persons concerned as well as the medical data strictly necessary for the reimbursement management
  - Countries of establishment of providers: Portugal

The outsourcing of the transactions described above is always subject to the signature by each provider of a confidentiality agreement concerning the personal data to which he has access.

External IT service providers

In order to ensure the continuity and high-level quality of services, the Companies have or will need to use external IT service providers. These IT services do not concern insurance related services (such as claim management, assistance services, etc.)

In particular, the Companies may use infrastructure services, cloud computing (infrastructure and/or software) or IT service providers that also use cloud-computing services. In this case and in order to ensure the highest possible degree of confidentiality, the Companies have chosen to encrypt the data and to keep the encryption key in Luxembourg so that the service provider has no access to the data. In addition, the service provider has signed an agreement to guarantee the respect of confidentiality.

By provision of IT services it is understood that the Companies remain responsible for all processes and that the provision does not have any of the following consequences: quality decrease of the governance, increase of the operational risk, impossibility for the supervisory authority to verify that the concerned company complies with its obligations or compromise of the service level for policyholders.

Any subsequent modification in connection with the subcontracting of the operations described above or any new transfer of data to a subcontractor located abroad that would be necessary for processing, will be the subject of a written communication from the Company, either by way of an addendum to the General Conditions or by separate notification, in accordance with the general principles of communication referred to above.

Register of personal data:

The Company keeps an up-to-date register listing the individuals involved, the categories of personal data processed, the recipients and categories of recipients, and the purposes of the processing. If there is any discrepancy between the terms of this Clause and the content of the Register, the latter shall prevail.

Duration of data retention

Data of a personal nature shall be stored by the Company in a form permitting identification of the data subjects for however long is required for the purposes for which they have been gathered and processed. In general, they will be stored for the time necessary to enable the Company to comply with its legal obligations, respect the limitation periods arising from the applicable laws and, more generally, to establish, exercise, or defend its legal rights.

The Company shall take the necessary measures to ensure secure processing of data of a personal nature.

The rights of the data subjects

The data subjects are entitled to access their personal data and to request their correction and in certain conditions their deletion, as well as restrictions on their processing and portability.

a. Rights of access and modification

All data subjects shall have the right to require the Company to grant them access to their personal data and to remind them of all the following information: the purposes of processing, the categories of personal data involved, the recipients or categories of recipients to which the data have been or will be disclosed, the duration of retention of the data, and all the rights of the data subject with regard to these data.

The Company shall always verify the identity of the person requesting access to data before acceding to a request.

All data subjects may also request correction of data which are found to be incorrect or completion of incomplete data, without undue delay.

The Company shall ensure that the data requested are divulged or modified within one month from receipt of the request.

The right of access and/or correction is in principle free of charge for the data subjects unless this causes excessive expense for the Company, in which case a charge may be made.

b. Right to revoke consent

Any individual who has specifically consented to the processing of his or her personal data, in particular in the cases listed above under "Legal Basis for Processing", shall be entitled to withdraw such consent at any time. Withdrawal of consent will not have a retroactive effect or invalidate earlier processing based on consent given prior to such withdrawal.

c. Right to be forgotten

Any data subject may require the Company to erase data concerning him or her without undue delay in the following cases:

- the personal data are no longer necessary in relation to the purposes for which they were processed;
- the data subject withdraws the consent on which the processing was based (if there are no longer any other legal grounds for processing the data);
- erasure is necessary for compliance with a legal obligation to which the Company is subject.

The Company shall inform data subjects of any erasure of their personal data.

d. Right to restriction of processing

Any data subject may ask for the processing of his or her personal data to be restricted in the following cases:

- the data subject contests the accuracy of the personal data and requests suspension of processing to enable the data controller to verify the quality of the data;
- the data subject does not wish to have his or her data removed but merely to restrict their use;
- the data are obsolete but are required by the data subject for the establishment, exercise or defence of legal claims.

The Company shall notify the data subject of any restriction of his or her personal data.

e. Right to Data Portability

Any data subject shall have the right to receive their personal data in a structured, commonly used and machine-readable format, and the right to transmit those data to another controller without hindrance from the Company.

The data subject may also ask for the personal data to be sent directly by the Company to another data controller where technically feasible.

f. Exercise of Rights

Any data subject may exercise these rights by sending the Personal Data Protection Officer of the Company either a written, dated and signed request accompanied by copies of both sides of a currently valid identity document, or e-mailing the following address: dpo@axa.lu.

Complaint

Any complaint regarding the processing of personal data can be sent to the **Commission Nationale pour la Protection des Données (CNPD)**, Service des Plaintes, 15 Boulevard du Jazz L-4370 Belvaux.

For further details, please contact your AXA adviser

You may find all your services
and contractual documents
on **MyAXA** via axa.lu

AXA answers you on