



INFORMATION NOTICE
PILOT SAAM – PILOT PROTECT ASSOCIATION

2022

PILOT SAAM – PILOT PROTECT ASSOCIATION – INFORMATION NOTICE

This information notice summarises the general conditions of the optional collective insurance contract A5045.0001 subscribed by the Pilot Protect Association.

This notice is a FREE TRANSLATION only, original wording in French language. In case of any litigation, only the French version shall be considered as authentic, valid and taken into consideration for any purpose of interpretation.

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The Information notice is a document which defines the coverage and their conditions for entry into force, as well as the formalities to be completed in the event of a loss. It must be prepared by the Insurer, and then supplied by the subscriber Association to Subscribers (article L.141-4 of the Insurance Code).

This Information notice is applicable to all pilots insured on 1st January 2022, given that in the case of a claim the applicable Information notice is the one in force on the date it occurs.

The **PILOT SAAM** Contract has been concluded by:

Pilot Protect Association

60 rue de la Chaussée d'Antin

75 009 Paris

FRANCE

the **Association:**

it has been subscribed with:

SwissLife Prévoyance et Santé

Registered address

7 rue Belgrand

92 300 Levallois-Perret

FRANCE

PLC with share capital of €150,000,000 – 322.215.021 RCS Nanterre – a Company regulated by the Insurance Code

the Insurer

and

SwissLife Assurance et Patrimoine

Registered address

7 rue Belgrand

92 300 Levallois-Perret

FRANCE

Insurance oversight authority:

Autorité de Contrôle Prudentiel et de Régulation (A.C.P.R.)

4 place de Budapest

CS 92459

75 436 Paris

FRANCE

DEFINITIONS

Accident: any physical harm beyond the control of the Subscriber and arising from the sudden and unforeseeable action of an external cause.

Aeromedical Centre: Authority designated by each competent European State or ICAO member to issue, renew and withdraw medical certificates that flight crew must hold (CEMPN and CMAC in France).

Air accident: any occupational accident occurring on board an aircraft is considered to be an Air accident, and by reference to article R. 428-1 of the French Civil Aviation Code. The following are equivalent to air accidents:

- any occupational accident that occurs at the planned place of departure or arrival, or imposed by the circumstances during work and manoeuvres required by the departure or arrival;
- occupational accidents occurring on the ground or on water during all exercises set out by regulations, or required by employers for the acquisition or continued validity of the patents, licences, certificates and professional qualifications of crew members, as well as accidents occurring during exercises reproducing, on the ground, conditions that might be encountered in flight (acceleration, vibrations, altitude, environment).

Alcoholism: Within the context of the flight crew profession, and according to this contract, alcoholism is understood to be a state of drunkenness in which the alcohol rate recorded is higher than the rate tolerated by European regulations applicable to flight crew and trainee pilots. The latter is prohibited from having an alcohol level of more than 0.2 grams of alcohol/litre of blood, and consuming alcoholic drinks eight hours before flying.

Within the context of the private life of the Subscriber, Alcoholism is understood to be a state of drunkenness where the alcohol level recorded (whatever the rate) was the cause of the accident.

Association: "Pilot Protect Association" is the association (regulated by the French 1901 law) that subscribed the optional collective insurance Contract which provides its Subscribers with the benefits accruing from the coverage in the Contract.

Authorisation to work in the profession (or Licence): authorisation to work in the profession or Licence that flight crew or trainee pilots must hold, must meet the technical requirements and administrative procedures laid down by the International Civil Aviation Organisation (ICAO) and by the European Union.

Basic annual salary: the benchmark wage taken into account for the calculation of insurance premiums or the choice of coverage levels is your gross pay, defined by current domestic regulations in the applicable State. For Subscribers in course of subscribing whose professional situation undergoes a change, the salary to be taken into consideration to define the net salary is determined by the known elements of the employment contract or the last wage slips containing the new remuneration bases.

Basic daily salary: is equal to 1/365th of your basic annual salary.

Beneficiary: the Beneficiary of Death capital is the party you designated in the beneficiary Clause or, failing this, in the model clause contained in your subscription request.

CEMPN: Centre d'Expertise Médical du Personnel Navigant.

Chronic alcoholism: chronic alcoholism is understood to be a state of dependency on alcohol following regular and excessive consumption.

CMAC: Conseil Médical l'Aéronautique Civile.

Insurance certificate: this document sets out the coverage you are granted by the Representative, as well as the data concerning you.

Contract: this is the PILOT SAAM optional collective insurance contract subscribed by Pilot Protect Association and governed by French law, and general and specific conditions.

Excess period: uninterrupted period of work after which daily allowances will be paid to you. No indemnity may be paid during the Excess period.

Flight crew member: Professional pilot from the civil aviation of the State which he belongs to. It includes captains, pilots and first officers.

Health questionnaire: document highlighting your medical history to enable the medical advisor of the Representative to assess the health risk you represent. It must be dated less than one month before your subscription date.

Medical fitness certificate for the flight crew profession: you must hold a valid medical certificate issued by the relevant aeromedical Centre of the State that granted your pilot's licence. The medical certificate meets the conditions and standards set out by applicable regulations within the framework of the flight crew profession.

PACS: Civil Union as per articles 515-1 and seq of the Civil Code.

Permanent loss of licence: permanent mental and physical unfitness for the profession of flight crew, ordered by the competent aeromedical Centre (CMAC in France).

Representative: third party authorised by the Insurer and/or the Association to manage the different administrative tasks entrusted to him/her. Within the framework of the Contract, the Representative of the Insurer and the Association is S.A.A.M. (Service des Assurances de l'Aviation Marchande), located at 60 rue de la Chaussée d'Antin, 75009 Paris, a simplified stock company with share capital of 139,261.77 Euros – SIREN 572 031 870 – RCS Paris – ORIAS No.: 07 003 050.

TILA: Total and irreversible loss of autonomy.

Trainee pilot: Subscriber pursuing training to become professional pilots.

You/Subscriber: an individual who is a member of the Association that subscribes the Contract, pays its membership fees and benefits from coverage. You must belong to the category of Flight Crew.

I – THE CONTRACT

ARTICLE 1 – CONTRACTUAL PURPOSE

The **PILOT SAAM** contract is intended to cover Death for all causes, Total and Irreversible Loss of Autonomy (TILA), Temporary unfitness and permanent Loss of licence, within the limit of the coverage level that you have chosen.

If you are a trainee pilot, the PILOT SAAM contract is intended to cover Death for all causes, Total and Irreversible Loss of Autonomy (TILA) and permanent Loss of licence, within the limit of the coverage level that you have chosen.

ARTICLE 2 – CONDITIONS FOR SUBSCRIPTION TO THE CONTRACT

To sign up to the Contract subscribed by the Association, you must meet the following cumulative conditions:

If you are a flight crew member:

- be aged **no more than 50 years old** on your subscription date;
- be in **active service** without reduction of hours for health reasons;
- be a holder of the **Authorisation to work in the profession** and the valid **Medical certificate of fitness to work as flight crew** issued by a competent aeromedical Centre;
- you must have paid your **membership fees** to the Association.

If you are a trainee pilot:

- be aged **no more than 44 years old** on your subscription date;
- be a holder of the **valid Medical certificate of fitness to work as flight crew** issued by a competent aeromedical Centre;
- you must have paid your **membership fees** to the Association.

ARTICLE 3 – ADMISSION TO INSURANCE

3.1 On establishment of your subscription, you must send the Representative:

- the **membership application** completed and signed by you;
- the declaration according to which you are in **active service** without reduction of hours for health reasons;

- the **health questionnaire** dated less than one month before the desired date of effect, completed and signed by you. It must be sent by confidential envelope to the medical advisor of the Representative;
- a **sworn oath that you have taken professional aeronautical training** given by an approved body;
- your **Medical Certificate of fitness for the profession of flight crew** in a confidential envelope sent to the medical advisor of the Representative.

The Representative may ask you to supply any additional information deemed useful to study your file and assess the risk.

All of the documents supplied to the Representative constitute your **Subscription file**.

3.2 After studying your subscription file, the Representative will notify acceptance by issuing an insurance **certificate** mentioning the nature and scope of all coverage. Likewise, the Representative may notify acceptance and ask you for: additional information, a medical check-up, or notify special subscription conditions.

Depending on the results of the **medical selection**, the Representative reserves the possibility:

- of applying, as applicable, a surcharge to your insurance premiums or special admission conditions, proposing additional medical formalities if you present an aggravated health risk;
- of refusing your subscription. In this case, the Representative will notify refusal by registered mail with notification of receipt in the month the Subscription file is received.

ARTICLE 4 – INCEPTION DATE, DURATION AND RENEWAL OF YOUR SUBSCRIPTION – INCEPTION DATE OF YOUR COVERAGE

4.1. Your subscription

Your subscription takes effect as of the date indicated on your insurance certificate. It starts no later than the first day of the calendar month following the date of receipt of the complete subscription file by the Representative, subject in all cases to:

- acceptance of your subscription following the medical check-up;
- full payment of your first insurance premium;
- acceptance of any surcharge proposed to you by the Representative;
- or the acceptance of any special subscription conditions, as applicable.

Your subscription takes effect until 31st December of the current year. It is then renewed tacitly on 1st January of each year for successive periods of one year.

Nevertheless, you have the right of cancelling your subscription to the Contract on expiry of a one year period by registered letter sent to the Representative at least two months before the expiry date.

4.2. The coverage you have chosen

The Contractual insurance coverage that you have chosen takes effect on the date of your subscription (paragraph 4.1. above). **The Insurer shall make the covered payments only following death, TILA, Temporary unfitness or permanent Loss of licence arising from the inception date of the coverage, and during the cover period of the Contract.**

If the representative sent you an insurance certificate and notified you his acceptance subject to complementary medical formalities, your subscription will take effect as of the date indicated by the representative on the insurance certificate subject to your written acceptance of the special conditions that will have been notified to you.

Nevertheless, if you did not have the possibility to comply with the medical formalities within 90 days, then the effect of your coverage would be postponed and a new subscription form duly filled and signed by you should be sent to the representative.

ARTICLE 5 – CHOICE AND AMENDMENT OF COVERAGE

5.1 You choose in your membership application the all cause Death/TILA capital desired, sum insured in accordance with the provisions of part II.

As a supplement to the all cause Death/TILA sum insured chosen, you may opt for the Temporary unfitness coverage and permanent Loss of licence. In your membership application, you choose the daily allowance amount and the Permanent Loss of licence sum insured pursuant to the provisions of part IV.

5.2 You may change the level of coverage previously chosen on each annual renewal of your subscription, subject to meeting the following cumulative conditions:

- Regarding Permanent loss of licence coverage, be aged no more than 52 years old if you are a flight crew member, and no more than 44 years old if you are a trainee pilot.
- having subscribed to the PILOT SAAM Contract for at least one year;
- respecting the conditions of choice defined by the Contract;
- providing a sworn oath of service activity without reductions of hours for health reasons;
- sending your **Medical Certificate of fitness for the profession of flight crew** in a confidential envelope sent to the medical advisor of the Representative.
- again carrying out the medical formalities if an increase in the coverage level is involved, then completing and signing a new health Questionnaire.

To change your level of coverage, you must make a request by sending a letter or an e-mail to the Representative.

The new coverage level and its tariff will take effect:

- on the first day of the calendar month following the date of receipt by the Representative of the request to modify the coverage level accompanied by all of the documents to be provided;
- if additional medical formalities are requested by the Representative: on the date indicated in the Subscription certificate, subject to your written acceptance of the special admission conditions you were previously notified of by the Representative.

ARTICLE 6 – TERMINATION OF YOUR SUBSCRIPTION AND YOUR COVERAGE

Your subscription and coverage cease:

- on the next payment date in case of cancellation of the Contract;
- on 31st December at midnight following the cancellation of your subscription on annual renewal (article 4.1-I);
- in the event of non-payment of your premium (article 9-I);
- on the date of receipt by the Representative of a letter indicating that you wish to cancel your subscription within the framework of your right of cancellation (article 11-I);
- on the date of your death;
- on the date of the suspension or severance of your employment contract, for whatever reason, with the exception of all-cause Death/TILA coverage, which are maintained during the period you are without work;
- on the date of the permanent withdrawal of the medical Certificate proving fitness to work as flight crew or Authorisation to work in the profession, subject to provisions relating to the maintenance of coverage;
- if you no longer meet one of the conditions for subscription to the Contract (article 2-I).

In addition, if you are a trainee pilot your subscription and coverage cease on 31st December at midnight following your 45th birthday.

ARTICLE 7 – MAINTENANCE OF THE COVERAGE

Subject to the payment of the corresponding premiums, all or part of the coverage may be maintained as long as your **request for maintenance** is made at the same time as the causal event.

The restoration of suspended coverage (training leave and unpaid leave within the context of all-cause Death and Temporary unfitness coverage, unemployment within the framework of the Temporary unfitness coverage) is subject to the formalities for admission to insurance (article 3-I).

Coverage shall then be restored under the new conditions granted by the Representative, subject to the normal renewal of Authorisation to work in the profession or **medical Certificate proving fitness to work** as flight crew.

ARTICLE 8 – CALCULATION OF YOUR ANNUAL PREMIUM

8.1 Your insurance premium amount is set in Euros (€).

8.2 All cause Death/TILA, Temporary unfitness and Permanent loss of licence are acquired through payment of the annual insurance premium fixed according to the sums insured or daily allowance that you have chosen, and the age range you are in on the date of your subscription, or on annual renewal.

Nevertheless, for the Permanent loss of licence coverage, as of 53 years old, the premium calculation base is equal to the capital in force at 52 years old.

8.3 The age taken into account for the calculation of your premium is obtained by difference between the thousandth of the insurance year considered, and the thousandth of your year of birth.

8.4 Your premium takes into account the declarations and statements that you made at the time of your membership application.

The Insurer reserves the right to adapt the amount of premiums on January 1st of each year according to changes in legislation and all the technical results of the Contract.

In case of a modification of tariff, the new amount shall be applicable on the next premium date. The Association or its Representative shall inform Subscribers in writing, at least three months before the renewal date of the subscription, pursuant to article L. 141-4 2° of the French Insurance Code. The Subscriber may, within thirty days of the date he/she became aware of the new conditions, refuse them in writing. He/She thus terminates his/her subscription to the Contract.

8.5 The amount of your premium is determined prorata temporis in case of subscription or termination of function during the year, as well as in the event of death.

ARTICLE 9 – PREMIUM PAYMENT

9.1 You are responsible for paying your premium to the Association or its Representative. The premium is payable in advance only in Euros (€) annually or by monthly, quarterly or six-monthly instalment and, in this case, for an amount corresponding to the proportion chosen.

The individual maintenance of the coverage is subject to regular payment of the instalments defined above.

The premium may be made by bank transfer, by direct debit (with SEPA debit authorisation) or by automatic debit on the secure website indicated by the Representative.

Bank charges are borne exclusively by you.

Pursuant to article L. 141-3 of the French Insurance Code, the Association or its Representative may exclude you from the benefit of the Contract if you cease paying your insurance premiums. Exclusion shall occur at the end of a 40 days period from the sending, by the Association or its Representative, of a registered letter containing formal notice. This letter may only be sent 10 days at the earliest after the date on which the sums due must be paid. On formal notice, the Association or its Representative informs you that on expiry of the 40 days deadline, failure to pay the premium may lead to the cancellation of your subscription. This exclusion may not serve as an obstacle, as applicable, to the payment of benefits acquired in consideration for the premium payments you have made previously.

9.2 You shall bear all taxes, charges and levies, present and future, applicable either to premiums or sums due or owed.

9.3 The premium is due until the end date of your subscription. After cancellation of your subscription, any payment of premiums, whether total or partial, shall only constitute a settlement of your customer account, and shall not, without express request from you accepted by mail by the Representative, constitute a tacit restoration of the coverage set out in the Contract.

9.4 In case of a permanent loss of licence claim, the insurance premium of the permanent loss of licence coverage is due until the 31st December of the claim year. In case of a temporary loss of licence claim, the insurance premium of the temporary loss of licence coverage is due during the entire allowance period.

ARTICLE 10 – DECLARATIONS AND STATEMENTS

10.1 Pursuant to article L. 113-8 of the French Insurance Code, your subscription to the Contract is invalidated due to withholding information or intentional false declaration on your part, when this withholding or false declaration changes the object of the risk or reduces the opinion thereof for the Insurer, even when the omitted or misrepresented risk had no impact on the loss.

10.2 Pursuant to article L. 113-9 of the French Insurance Code:

- the unintentional omission or inaccurate declaration by you before the occurrence of the loss leads either to the maintenance of the subscription through increased premium or cancellation of subscription to the Contract 10 days after notification made by the Representation by registered mail;
- an unintentional omission or inaccurate declaration by you after the occurrence of the loss gives rise to a reduction of the indemnity in proportion to the amount of premiums paid in relation to the amount of premiums that would have been due if the risks had been correctly declared.

10.3 In case of withholding information or intentional false declaration by you, the premiums you have paid shall be kept by the Insurer by way of damages, as per article L. 113-8, paragraph 2, of the French insurance Code.

ARTICLE 11 – CANCELLATION OF SUBSCRIPTION

You may cancel your subscription to the Contract by exercising your right of cancellation within the following framework and conditions:

11.1 Article L.112-9, first paragraph, of the French Insurance Code states that: "Any natural person that has been subject to door to door selling at their home address or workplace, even at their request, and who signed within this framework an insurance proposal or contract for purposes not falling within the context of their commercial or professional activity, has the right to cancel same by registered mail with request for notification of receipt during the deadline of 14 consecutive calendar days, as of the date of the conclusion of the contract, without having to give reasons or bear penalties. (...) Once he/she becomes aware of an incident calling the contract coverage into play, the subscriber may no longer exercise this right of cancellation".

You are advised, if you wish to use your right of cancellation, to draft your letter as follows:

I, the undersigned (Name and surname/s of the subscriber), residing at (main residence), declare that I hereby cancel my subscription to PILOT SAAM contract No. A 5045.0001 (completed with your subscription number), which I signed on (DD/MM/YYYY).

(If premiums have been received) Please repay me the payments made, under the conditions set out by article L. 112-9 of the French Insurance Code, after deducting the payment attributable pro rata the coverage period.

(In the event of distance selling) I undertake to reimburse the amount of payments made to me.

In, On..... Signature of the Subscriber

Consequences of exercising the right of cancellation within the framework of article L. 112-9 of the French Insurance Code:

Exercising the right of cancellation brings with it cancellation of subscription to the Contract as of the date of receipt of the registered letter. Nevertheless, once you become aware of an incident calling the Contract coverage into play, you may no longer exercise this right of cancellation.

In the event of cancellation, the Representative shall reimburse premiums within the thirty day deadline following the cancellation date, deducting the amount corresponding to the period during which the subscription was in effect. The entire premium remains owed to the Representative if you exercise your right of cancellation when an incident occurs calling the subscription coverage into play, and which he/she was not aware of, and which arose during the cancellation period.

11.2 In the event of exercising the right of cancellation within the framework of articles L. 112-2-1 of the French Insurance Code and L. 121-20-8 of the French Consumer Code (sale or provision of correspondence services):

In return for the immediate and complete execution of the subscription before the expiry of this withdrawal period, the premium you are liable for is equal pro rata the annual insurance premium for the period passed between the date of effect envisaged on concluding the subscription and any date of receipt of the withdrawal.

If benefits have been received, you undertake to reimburse the amounts received to the Representative within 30 days.

If premiums have been received, the Representative shall reimburse them, after deducting the pro rata premiums of the coverage period within a deadline of 30 days.

ARTICLE 12 – LEGAL LIMITATION PERIOD

Prescription is the extinction of a right after a time frame set out by law. All actions deriving from the Contract shall lapse within the deadlines and terms set out in the following articles of the French Insurance Code:

12.1 Limitation period

Article L.114-1

All legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto.

However, said time limit shall run: 1. in the event of non disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the insurer is aware thereof, 2. in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then.

When the insured party's action against the insurer arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against the insured or the latter has paid it compensation.

The limitation period shall be increased to ten years for life insurance contract when the beneficiary is not the policyholder and in insurance contracts covering personal injury when the beneficiaries are the deceased insured party's assignees.

12.2 Interruption causes of the limitation period

Article L.114-2

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the insurer sending the insured a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the claim.

12.3 Public order status of the limitation period

Article L.114-3

By derogation from article 2254 of the French Civil Code, the parties to the insurance contract may not, even by mutual agreement, either modify the limitation period or add to the cases of suspension or interruption of same.

12.4 Ordinary interruption causes of the limitation period

Ordinary interruption causes of the limitation period referred to in article L.114-2 above mentioned are the ones provided under the terms and conditions of the following articles of the French civil code.

- The acknowledgement by the debtor of the right of the person against whom he was prescribing

Article 2240 of the French civil code:

- Judicial demand

Article 2241 of the French civil code:

Judicial demand, even by way of summary proceedings, interrupts the delay of prescription and the delay of foreclosure.

The same occurs when the demand is brought before a court without

jurisdiction when the act of referral to the court is annulled on account of a procedural defect.

Article 2242 of the French civil code:

The interruption resulting from the judicial demand has continuous effect until the proceedings terminate.

Article 2243 of the French civil code:

Interruption fails to occur if the plaintiff abandons his judicial demand or allows the proceedings to lapse, or if the demand is definitively rejected.

- Conservatory measure and act of forced execution

Article 2244 of the French civil code:

The period of prescription or the period of foreclosure is also interrupted by a conservatory measure taken in application of the Code of the Civil Procedures of Enforcement or of an act of forced execution.

- Extension of prescription to the persons

Article 2245 of the French civil code:

The calling in of one solidary debtor by judicial demand, or by an act of forced execution, or by the acknowledgement by the debtor of the right of the person against whom he was prescribing, interrupts the period of prescription against all the others, even against their heirs.

But the calling in of one of the heirs of a solidary debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in case of a hypothecary claim, if the obligation is divisible. This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound.

To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the acknowledgement must be addressed to all these heirs.

Article 2246 of the French civil code:

A calling in addressed to the principal debtor or his acknowledgement interrupts the period of prescription against the surety.

ARTICLE 13 – EXAMINATION OF COMPLAINTS – MEDIATION

First contact – your regular contact person

In case of a complaint concerning the Contract, initially you are invited to contact your regular contact person (sales representative or customer service).

Second contact: the complaints department

If a disagreement persists, you may contact the complaints department: Service Réclamations des Assurances Collectives: SwissLife Prévoyance et Santé, Direction des Assurances Collectives, Service Réclamations, 7 rue Belgrand 92682 LEVALLOIS CEDEX.

In last resort: the Mediation Department

The Mediation department intervenes after all other routes with the different departments have been exhausted.

Their details will be systematically provided to you by the complaints department, in case of partial or total refusal to accept the complaint.

After exhausting internal procedures: "La Médiation de l'Assurance

The association "La Médiation de l'Assurance" may be referred to after internal procedures have been exhausted, in case of partial or total refusal to satisfy claims right. "La Médiation de l'Assurance" is competent in case of dispute between the Insurer and a third party Beneficiary of an insurance coverage or compensation. It can only be referred to if a dispute has been or is initiated. Any appeal must be addressed to: La Médiation de l'Assurance TSA 50110 – 75441 Paris Cedex 09.

ARTICLE 14 – RIGHT OF COMMUNICATION OR RECTIFICATION

In accordance with the laws and regulation in force on protection of personal data, the subsidiary of the Holding Swiss Life France (named Groupe Swiss Life France) mentioned in this document is responsible for processing the data collected.

The data collected is used by the insurance companies of Groupe Swiss Life France, i.e. Swiss Life Assurance et Patrimoine (SLAP), Swiss Life Prévoyance & Santé (SLPS) et Swiss Life Assurances de Biens (SLAB):

- for underwriting, management and execution of your contract;
- for being processed within the scope of the anti-money laundering and anti-terrorist financing requirements and the management of operational risks, especially insurance fraud;
- for, potentially, being crossed in order to enhance our products, evaluate your situation or predict and customize offers that could be sent to you.

Your personal data is also submitted between the 3 insurance companies of the Group, mentioned hereabove, recipients of the information such as their agents, partners and reinsurers or authorized organizations within Groupe Swiss Life France for purposes of these operations

You have a right of access, rectification, erasure or portability rights regarding your personal data. You also have the right to set instructions about the treatment of your personal data after your death or choose to restrict their use. If you expressly specified a certain usage of your personal data, you can withdraw this consent at any time provided that the treatment is not a condition of the application of your contract.

You can, for legitimate reasons, oppose the processing of your personal data.

You may also refuse to receive promotional information regarding similar services and products (by text message and email) from the 3 insurance companies of Groupe Swiss Life France (Swiss Life Assurance et Patrimoine, Swiss Life Prévoyance & Santé et Swiss Life Assurances de Biens).

Should you have any request regarding your rights, you can contact the “**direction gouvernance et qualité de la donnée**”: **7, rue Belgrand – 92300 Levallois-Perret**. Your medical requests must be sent to the medical advisor, at the same address. You can also contact our **data protection officer (DPO)**: **7 rue Belgrand 92300 Levallois-Perret - DPO - swisslife@swisslife.fr**.

Regarding personal data collected to be processed within the scope of anti-money laundering and anti-terrorist financing, you can directly contact the **French “Commission nationale de l’informatique et des libertés”** (<https://www.cnil.fr/>).

Our personal data protection policy embodies the essential values of Swiss Life: attentiveness, serenity and reliability. It induces the daily implementation of actions, standards and strict rules to ensure its physical and logical security in accordance with the regulation evolutions. You can read it on our website: <http://www.swisslife.fr/Protection-des-donnees> or ask us for a copy of the document to be sent to you by email.

ARTICLE 15 – APPLICABLE LAW

The PILOT SAAM Contract is governed by French law; therefore, your subscription to the Contract is subject to French law.

II – ALL-CAUSE DEATH

ARTICLE 1 – PURPOSE AND CHOICE OF THE COVERAGE

1.1 The purpose of the all-cause Death coverage is to pay the beneficiary/ies designated, on the Subscriber’s death, and for whatever cause, the sum insured chosen.

1.2 You choose the amount of your capital between a **minimum of €50,000 and five times your annual basic salary, to the limit of €600,000**. The maximum amount shall be assessed on the date you chose the amount of your capital.

For **trainee pilots**, the **maximum sum insured is €110,000**.

1.3 The sum insured chosen is indicated on your Insurance Certificate.

ARTICLE 2 – BENEFICIARIES OF THE COVERAGE

2.1 You designate the Beneficiary/ies in your subscription request, by private agreement or deed pursuant to article L. 132-9 II of the French Insurance Code. This designation may be changed at any moment, as long as the beneficiary/ies have not accepted the benefit of the capital under the conditions of the aforementioned article.

In all cases, you must send the Representative a dated and signed registered letter informing him/her of this new designation. **Any designation or change in designation not brought to the attention is unenforceable against the Insurer.**

2.2 Failing the designation of a Beneficiary, or if this designation lapses, the capital benefit shall be assigned, by order of preference:

- to your spouse, not legally separated;
- failing this, a civil partner or equivalent in other countries;
- failing this, in equal shares between them, your children, born or born in the future, living or represented;
- failing this, your mother and father, in equal shares between them, or the surviving one of them;
- failing this, your heirs in order of succession.

2.3 To avoid any risk of confusion of names and to facilitate the search for said designated Beneficiary/ies, you must indicate, for each Beneficiary, all clarifications enabling their precise identification, particularly their name and surname/s, date and place of birth. In the case of plurality of Beneficiaries, you must also ensure you distribute the percentage of capital between them.

The right of Beneficiaries to the sum insured is subject to their existence two days after the date of your death.

ARTICLE 3 – LOSS NOTIFICATION AND PAYMENT OF THE SUM INSURED

3.1. The Subscriber’s death must be declared as soon as possible to the Representative, in writing, by the Beneficiary/ies or by the Association.

3.2 Supporting documentation, translated and validated by consular services to be submitted to the Representative for payment of the insured capital are a photocopy of:

- the **extract from the register of death certificates** showing the death of the Subscriber;
- a **medical certificate indicating the cause of death**, failing indication of this cause as brought to the attention of the Beneficiary/ies;
- the **updated family book** bearing reference to your death and the usual marginal mentions (or equivalent document in a State other than France);
- the extract of the birth certificate of the Beneficiary dating less than three months from the date of death, and bearing the usual marginal references;
- the **national ID card** (both sides) of the Beneficiary;
- the **affidavit or certificate of heredity** issued by the Clerk of the court (or equivalent document in a State other than France);
- the **sworn declaration of non-separation** of the spouse or a PACS (or equivalent document in a State other than France);
- the **declaration of salaries paid by the employer** in respect of the collective agreement or any other agreement substituting it in the 12 months of activity prior to the loss;
- your **Subscription certificate**;
- the **Bank Identifier Code (BIC)** of the Beneficiary/ies;
- any other document deemed necessary by the Representative.

The Insurer reserves the right to ask for any additional information he deems necessary to determine the payment of the claim. As long as such information is not provided and the requests of the insurer are not met, no payment is due by the insurer.

3.3 Additional information: The Representative reserves the right to verify that the death of the Subscriber does not result from an excluded risk (article 6-II).

3.4 Capital revaluation: from the date of the Subscriber’s death until the payment of the sum insured by the Representative, the sum insured stated on the insurance certificate shall bear interests, each civil year, at the lowest of the following rates:

- Average over the last 12 months of the French government bonds average rate, calculated on 1st November of previous year;
- The last French government bonds average rate available on 1st November of previous year

No fees will be deducted from the revaluated sum insured.

The sum insured paid by the Insurer includes those interests.

3.5 Sum insured payment period: Payment of Death capital by the Insurer is made in Euros (€) to the beneficiary/ies within fifteen days of the date of receipt of supporting documentation by the Representative.

ARTICLE 4 – MAINTENANCE OF THE COVERAGE

The all-cause Death coverage may be maintained to its full amount on permanent or temporary cessation of activity under the following conditions:

a) Retirement

Subscribers that are no longer flight crew may continue to benefit from the all-cause Death coverage in force on the date they definitely cease their activity, **until the 31st of December that follows their 75th birthday.**

b) Permanent unfitness to work as flight crew

For Subscribers whose permanent unfitness to work as flight crew is ruled, and who have subscribed the Permanent loss of licence coverage, the all-cause Death coverage is maintained as of the date of payment by the Representative of the Loss of licence sum insured, and for a period of 3 months from the first day of the calendar month following this payment, and subject to payment of the corresponding premium.

At the request of the Subscriber, the all-cause Death coverage may be maintained until **the 31st of December following their 75th birthday:**

- in the event of acceptance at the request of the Representative without special conditions: as of the first day of the calendar month following the date the representative gives his/her agreement;
- in case of acceptance of the request by the Representative under special conditions: as of the first day of the calendar month following the written acceptance by the Subscriber of same, which have been previously notified to him/her. This new tariff proposal is valid for 30 days;
- in case of refusal by his/her Representative of requests from Subscribers who, for him/her, represent an aggravation of coverage conditions: the maintenance of the coverage ceases at the end of the 3 month period cited above.

The causal event leading to the Loss of licence is covered in case of death of the Subscriber resulting from the same medical reason.

c) Training leave, unpaid leave

The all-cause Death coverage is maintained for a maximum period of 2 years starting from the date when the employment contract is suspended. Beyond this period, and as long as the Subscriber has resumed his/her activity, the restoration of all coverage is subject to the formalities set out in the conditions for admission to insurance, and the choice and modification of coverage.

d) Legal maternity, parental, paternity leave

The all-cause Death coverage is maintained throughout the legal period of maternity or paternity leave according to the legal system the Subscriber is subject to, and is maintained, unless with the opinion to the contrary of the Subscriber, for no more than 4 years in the case of parental leave starting from the 1st day of the leave, subject to the maintenance of a valid Medical fitness certificate for the flight crew profession, which must be provided by the Subscriber.

In the case of succession of parental leave without resumption of activity, maintenance is subject to the conditions for admission to insurance, and the choice and modification of coverage, subject to the maintenance of a valid Medical fitness certificate for the flight crew profession, which must be provided by the Subscriber.

e) Unemployment

The all-cause Death coverage is maintained for the period during which the Subscriber is unemployed.

f) Work on a rotation basis

The all-cause Death coverage is maintained during periods of inactivity.

g) Subscriber subject to Temporary Unfitness

The all-cause Death coverage is maintained by the Subscriber in a state of Temporary Unfitness. It ceases no later than the legal retirement age the Subscriber is subject to, **in the limit of 65 years.**

h) End of training for trainee pilots

The all-cause Death coverage can be maintained for all trainee pilots asking for it, for a maximum period of 5 years starting from the date of the end of the theoretical and/or practical training, subject to the

provisions of the Article 11 – Cancellation of subscription.

ARTICLE 5 – TERMINATION OF THE COVERAGE

The all-cause death coverage ceases:

- when the coverage you have subscribed cease pursuant to article 6-I;
- on 31st December following the year you reached the legal retirement age (according to the legal system you are subject to), within the limit of 75 years old, in accordance with the possibility of maintaining the coverage, and as long as you so request.

If you are a trainee pilot the all cause death coverage ceases on 31st December at midnight following your 45th birthday.

ARTICLE 6 – EXCLUDED RISKS

The all-cause Death coverage does not apply for one of the following reasons:

- **conscious or subconscious suicide that occurs during the first year of subscription to the Contract,**
- **coverage is excluded in respect of the beneficiary when he/she voluntarily caused the death of the Subscriber. The sum insured is then passed on to the following Beneficiary in the order of priority, or in the model clause,**
- **in the event of illnesses or Accidents resulting from combat (except in the case of legitimate defence) or which result from deliberate exposure to an exceptional danger (except for attempts to rescue persons or property, particularly for members of Aviation Sans Frontières),**
- **in the event of a civil or foreign war, riot, uprising, whatever the place of the events, and whoever the protagonists, unless the Subscriber does not play an active role therein or is called upon to carry out a maintenance or surveillance mission aimed at ensuring the safety of persons and property; it is specified that cases of legitimate defence, assistance of persons in danger or performance of professional duties are covered,**
- **the consequences of the direct or indirect effects of splitting the atom,**
- **the consequences and results of the use of drugs or medication without a prescription,**
- **the consequences of acute Alcoholism, when the alcohol level recorded is higher than the legally tolerated rate, unless the Subscriber can prove the absence of any relationship between this state and the loss, as well as the consequences of acute Alcoholism, within the framework of the professional activity covered,**
- **risks resulting from an air accident are only covered if the Subscriber is on-board an aircraft authorised to fly by a valid certificate of airworthiness and flown by a pilot holding a valid licence and qualification, the pilot able to be the Subscriber him/herself, as long as the pilot is compliant with current regulations.**
- **Matches, bets, aerial acrobatics, records, record attempts or their preparatory trials are excluded from the coverage.**

Nevertheless, the following are covered:

- risks resulting from flights carried out in aeronautic training under the control and responsibility of Training Centres of the Civil Aviation Aeronautic Training Service of the State the Subscriber belongs to, as long as the Subscriber complies with the instructions and recommendations received concerning flight safety,
- aerobatic displays, when these comply with the required safety standards,
- gliding, ULA and hot air balloons,
- risks resulting from flights on aircraft, in performance of duty, as long as the Subscriber complies with instructions received concerning flight safety.

III – TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY.

ARTICLE 1 – PURPOSE OF THE COVERAGE

1.1 If you suffer a Total and Irreversible Loss of Autonomy (TILA), the Insurer shall pay you, in advance, the Death capital insured in the case of all-cause Death insurance (article 1-II).

1.2 The application of the TILA coverage may not be cumulative with the all-cause Death coverage. Accordingly, the Death capital that you are paid in advance in the case of TILA puts an end to the all-cause Death coverage.

1.3 In all cases, you are considered to be in a state of TILA when you meet the following cumulative conditions:

- you have been recognised as being permanently incapable of carrying out any occupation, or any work that might procure benefit or profit;
- you are obliged to resort to the assistance of a third party to carry out day to day actions;
- and it is established that your condition, being permanent, will not improve.

ARTICLE 2 – LOSS NOTIFICATION AND PAYMENT OF THE INSURED CAPITAL

2.1 Your TILA condition must be declared to the Representative. The declaration must be made in writing, under penalty of invalidity, within a period of three months, except in the case of force majeure, from the day you are recognised as being in a state of TILA pursuant to article 1.3 above.

2.2 Evidence of the state of TILA is your responsibility. Supporting documents, translated and validated by consular services, to be submitted to the Representative, are, in all cases:

- your Subscription certificate;
- a detailed medical certificate specifying, in particular, the nature of the invalidity and the date of the medical finding of the occurrence of the incident causing invalidity; this certificate must also attest to the fact that the invalidity meets the conditions defined in article 1.3 above, and that it will not improve;
- an extract of your birth certificate dating back less than 3 months, with the usual marginal references, prepared after the date of notification of the state of TILA;
- your Bank Identifier Code (BIC);
- the declaration of salaries paid by your employer under the collective labour agreement or any other agreement reached over the last 12 months of activity preceding the loss;
- as applicable, notification by a social protection body (Social Security in France or similar Body) recognising the state of TILA;
- as applicable, notification of the decision of a social protection body (Social Security in France or similar Body) awarding an allowance for assistance by a third party.

The Representative may ask you for any additional supporting evidence he/she deems necessary.

The Insurer reserves the right to ask for any additional information he deems necessary to determine the payment of the claim. As long as such information is not provided and the requests of the insurer are not met, no payment is due by the insurer.

2.3 The Representative medical advisor reserves the right to verify, in the meantime, that the TILA does not result from an excluded risk (article 4-III) and to require you to undergo, at the organization's cost, a medical check-up.

2.4 Once the medical advisor has recognised that your state of TILA does not result from an excluded risk, and no earlier than six months after the date the state of TILA was recognised, the Insurer shall pay you, in advance, in Euros (€), the death capital.

Medical finding and check-up: the Representative reserves the right to have a medical check carried out by a doctor authorised by him/her. **In the absence of the documents requested, or in the case of refusal to undergo a medical check, the Representative shall refuse the payment of capital under the TILA coverage.**

In case of disagreement concerning the conclusions of the doctor appointed to assess your health, the interested parties may have performed, by mutual agreement, a check-up carried out jointly by two doctors, each designated by one of the parties.

In the absence of an agreement between the doctors thus designated, a third doctor shall be appointed to decide.

Should one of the parties fail to appoint their doctor, or the two doctors fail to agree on the choice of the third, the designation is made by the Presiding judge of the Paris Court of First Instance (for France), or by the materially and territorially competent court of another State, where the designation must be made. The nomination is made via a simple request signed by the two parties or the first party to act, the other party having been convened by registered letter with notification of receipt.

Each party shall bear the costs and payment of fees of their doctor and, if applicable, the fees of the third doctor and the costs of his/her appointment, half each.

2.5 If payment of the Death sum insured in case of TILA is not made, the Permanent loss of licence coverage shall be maintained to the amount of the sum insured chosen, without exceeding a period of 6 months from the last day of the calendar month the state of TILA was notified, and subject to payment of your insurance premium.

2.6 If you have chosen the Permanent loss of licence coverage, and your Permanent loss of licence has been ruled before payment of the Death capital in the case of TILA, payment of the sum insured in case of TILA and the sum insured in case of Permanent loss of licence shall be made on receipt of the corresponding documents.

ARTICLE 3 – MAINTENANCE OF THE COVERAGE

The TILA may be maintained under the same conditions as the all-cause Death coverage as defined in article 4-II.

ARTICLE 4 – TERMINATION OF THE COVERAGE

The TILA ceases under the same conditions as the all-cause Death coverage as defined in article 5-II.

ARTICLE 5 – EXCLUDED RISKS

The following are excluded from the Total and Irreversible Loss of Autonomy coverage:

- **the excluded risks set out in the case of all-cause Death coverage (article 6-II);**
- **illnesses or Accidents caused intentionally by the Subscriber, or resulting from conscious or subconscious suicide attempts or self-harm.**

IV – TEMPORARY UNFITNESS

ARTICLE 1 – PURPOSE OF THE COVERAGE

1.1 In case of Temporary Unfitness due to an illness or Accident pronounced by the competent aeromedical centre or by the licensing authority, the Representative shall pay you a fixed daily allowance.

1.2 You are considered to be in a state of Temporary Unfitness when, due to an Accident or illness, your health condition prevents you from any flight crew work, and involves a decision ruling you unfit for the profession of flight crew, and pronounced by the competent aeromedical Centre (CEMPN in France).

1.3 You can't subscribe the Temporary Unfitness coverage if you are a trainee pilot.

ARTICLE 2 – CHOICE OF THE COVERAGE

2.1 The Temporary Unfitness **coverage** may only be chosen as a supplement to the mandatory all-cause Death and TILA **coverage**.

2.2 You choose an Excess period at the time of subscription in your membership application. You have the choice between one of the following Excess periods:

- **30 consecutive days** in case of illness or Accident;
- **60 consecutive days** in case of illness or Accident;
- **90 consecutive days** in case of illness or Accident.

The daily allowance shall be acquired at the end of the Excess period chosen, and at the earliest on the day a work period commences. The Excess period is discounted from both working periods and rest days. Rest days are included in the maximum 730 day **coverage** period.

2.3 Within the framework of the Temporary Unfitness coverage, there are two options available:

- **Option A: Non-deduction of per daily allowances from the Permanent loss of licence capital.**

When the definitive withdrawal of medical fitness or authorisation to work as flight crew occurs after a state of Temporary Unfitness, for a same cause, illness or Accident as that which caused the Permanent loss of licence, the daily allowances paid by the Representative in this respect shall not be deducted from the amount of capital to be paid.

- **Option B: Deduction of the daily allowances paid by the Representative from the Permanent loss of licence capital.**

When the definitive withdrawal of medical fitness or authorisation to work as flight crew occurs after a state of Temporary Unfitness, for a same cause, illness or Accident as that which caused the Permanent loss of licence, the capital amount to be paid shall be reduced by all daily allowances paid by the Representative.

2.4 Also, you choose the amount of the daily allowance in case of Temporary Unfitness on subscription in your membership application. The amount chosen must be between a minimum of **€50** and a maximum of **€500** per day.

The daily allowance is limited, such that the cumulative benefits you receive, including benefits from a Social Protection organisation (Social Security in France or similar body), of another basic social regime, other supplementary insurance and any salary do not exceed 80% of your daily basic salary received over the 12 months prior to your Temporary Unfitness.

If you do not have 12 months of service or full salary, the basic Salary shall be established on the annual basis, unless this is due to work on a rotation basis.

In all cases, the amount of the daily allowance may not be higher than 80% of the Basic salary that you have received over the 12 months preceding the Temporary Unfitness. Thus, the calculation takes into account indemnities paid by the employer, by a social protection body (Social Security in France or similar body), and by another insurance contract whose purpose is to cover the same risk.

2.5 Special conditions

- **Partial resumption**

If you are authorised to partially resume a professional activity, you shall continue to receive daily allowances in respect of Temporary Unfitness, reduced by the salary paid by the employer on the occasion of the partial activity and indemnities issued by any other body.

- **Work on a rotation basis**

If you work on a rotation basis, the indemnity is only paid during the working periods you have notified. The indemnity is therefore suspended during rest days.

ARTICLE 3 – NOTIFICATION OF LOSS

3.1 You must declare in writing to the representative any cessation or unfitness for work for a period exceeding the Excess period that may give right to benefits.

Temporary unfitness not declared within 15 days prior to the end of the Excess period shall be considered as occurring on the date of their

declaration. This provision applies such as to limit the detriment suffered by the Insurer who has not been able to calculate the provisions necessary to cover the risk and integrate them into its calculations.

3.2 During the compensation period, and no later than in the two months following the final payment of the Representative, you must inform him/her of your position in writing:

- continued time off work;
- resumption of work;
- being classified as permanently unfit (permanent loss of licence).

In the absence of such notification, the indemnity shall automatically be cut off after two months. In the case where new supporting documents for indemnity are produced beyond this time frame, the Representative reserves the right to consider that this is a new loss occurring on the date of receipt of these supporting documents by it.

This provision applies such as to limit the detriment suffered by the Insurer who has not been able to calculate the provisions necessary to cover the risk and integrate them into its calculations.

3.3 It is your responsibility to prove your state of Temporary Unfitness. **The original Supporting** documents, translated and validated by consular services, to be submitted to the Representative, are:

3.3.1 On commencement of the payment of benefits, all of the following supporting documents:

- the **loss declaration** completed in full by you;
- the **medical declaration of temporary unfitness** issued by the competent aeromedical centre (CEMPN in France). It must be sent by confidential sealed envelope to the healthcare professional of the Representative;
- the **medical certificate** completed by your doctor indicating the nature of the pathology, the date of the first symptoms, the probable duration of the incapacity or invalidity, it being understood that this medical certificate is sent in a confidential sealed envelope to the address of the representative's healthcare professional;
- the **declaration of salaries paid by the employer** in respect of the collective agreement or any other agreement substituting it in the 12 months of activity prior to the Temporary Unfitness;
- **all supporting documentation concerning a partial salary or indemnity received from elsewhere** (Social protection body, supplementary insurance).

The Insurer reserves the right to ask for any additional information he deems necessary to determine the payment of the claim. As long as such information is not provided and the requests of the insurer are not met, no payment is due by the insurer.

3.3.2 During payment of benefits:

- the **supporting documents for payment of cash benefits** from a Social Protection body (Social Security in France or any other similar body from another State), as and when received, as applicable;
- as applicable, the **declaration of resumption or non resumption of activity of flight deck crew**, from the employer or the competent aeromedical centre (CEMPN in France);
- any **aggravation, prolongation or modification, medical, professional or administrative**, must be brought to the attention of the Insurer or its Representative with supporting documentation.

The Representative reserves the right to ask for any additional supporting evidence he/she deems necessary.

The insurer reserves the right to ask for any additional information he deems necessary to determine the payment of the claim. As long as such information is not provided and the requests of the insurer are not met, no payment is due by the insurer.

3.4 The Representative medical advisor reserves the right to verify, in the meantime, that the Temporary Unfitness does not result from an excluded risk (article 9) and to require you to undergo, at the organization's cost, a medical check-up.

Once it has been recognised that your state of Temporary Unfitness does not result from an excluded risk, the Representative will pay you the daily allowance amount chosen, on expiry of the excess period chosen.

ARTICLE 4 – INSPECTION – CHECK-UP

4.1 At any moment, the Insurer reserves the right to send one or more doctors that it has approved to inspect your health condition. This ins-

pection may continue even after the cessation of the Contract.

In order to carry out this inspection, the Insurer reserves the right to invite you, at its costs, to France.

4.2 Unless justified by an event of force majeure, any refusal to undergo a check-up shall give rise to the expiry of the coverage and cessation of payment of current benefits.

4.3 When the doctor/s approved by the Insurer find that your health condition does not justify time off work, the Insurer shall cease its compensation on the date of the visit.

In case of a dispute, a check-up shall be carried out. Each party (you and the Insurer) shall designate a doctor at your cost. In the event of disagreement between them, a third doctor should be appointed, whose fees will be borne equally between you and the Insurer. Should one of the parties fail to appoint their expert, or in the event of disagreement between the doctors representing the parties as to the choice of the third doctor, said doctor shall be appointed by the Presiding Judge of the Tribunal de Grande Instance de Paris.

4.4 Furthermore, the Representative reserves the right to ask you to submit your file to an aeromedical centre located in one of the States that the Representative has designated.

In the event of refusal by the Subscriber to submit his/her file to the designated aeromedical centre, the sanctions set out in paragraph 4.2 above shall apply.

ARTICLE 5 – PAYMENT OF BENEFITS

Benefits due for Temporary Unfitness are payable monthly, in arrears, until resumption of your work, and at the latest:

- up to the 730th day of temporary unfitness as of the first day of unfitness;
- until the date of the permanent withdrawal of Approval or certificate of medical fitness by the competent aeromedical centre (CMAC in France);
- until the day after that on which the Subscriber reached the legal retirement age according to the legal system he/she is subject to, to the limit of 65 years.

ARTICLE 6 – RESUMPTION OF WORK – RELAPSE

6.1 Once you have started to benefit from benefits under the Temporary Unfitness coverage, any resumption of work, in the same activity as that exercised before the unfitness, for a period of less than three months, gives rise only to suspension of the payment of benefits.

6.2 In this case, and as long as this new unfitness is due to the same cause, illness or Accident, the payment of daily allowances is resumed at the time of relapse, without further application of the excess period, on the same bases, **without nevertheless the contractual period for the payment of daily allowances set out in article 6 above being extended beyond the period of resumption of work, and without this nevertheless meaning that the age limit for the payment of benefits defined in article 8 below is exceeded.**

ARTICLE 7 – MAINTENANCE OF THE COVERAGE

The Temporary Unfitness **coverage** is maintained, unless there is an opinion to the contrary by the Subscriber, in the following cases:

a) Work on a rotation basis

The Temporary Unfitness **coverage** is maintained during periods of inactivity.

b) Activity after the legal retirement age

The Temporary Unfitness coverage may be maintained, by the Subscriber who so requests, beyond the legal retirement age according to the legal system the Subscriber is subject to, within the limit of 65 years, subject to maintaining Authorisation to work as a flight crew member, or a valid medical certificate approving same, and the production of documents supporting continued work as a flight crew member.

ARTICLE 8 – TERMINATION OF THE COVERAGE

The Temporary Unfitness coverage ceases when the coverage that you have chosen cease in accordance with article 6-I and, no later than:

- the day after that on which you reached the legal retirement age according to the legal system you are subject to, to the limit of 65 years.
- on the date of definitive withdrawal of approval to work in the profession or medical certificate of fitness for same.

ARTICLE 9 – EXCLUDED RISKS

The coverage excludes temporary unfitness ordered as a consequence of:

- illnesses or Accidents caused intentionally by the Subscriber, or resulting from conscious or sub conscious suicide attempts or self-harm.
- the use of drugs or medication without a prescription,
- acute Alcoholism, when the alcohol level recorded is higher than the legally tolerated rate, unless the Subscriber can prove the absence of any relationship between this state and the loss, as well as the consequences of acute Alcoholism, within the framework of the professional activity covered,
- medically certified chronic alcoholism
- illnesses or Accidents resulting from combat (except in the case of legitimate defence) or which result from deliberate exposure to an exceptional danger (except for attempts to rescue persons or property, particularly for members of Aviation Sans Frontières),
- civil or foreign war, riot, uprising, whatever the place of the events, and whoever the protagonists, unless the Subscriber does not play an active role therein or is called upon to carry out a maintenance or surveillance mission aimed at ensuring the safety of persons and property; it is specified that cases of legitimate defence, assistance of persons in danger or performance of professional duties are covered,
- the direct or indirect effects of splitting the atom,
- air accidents on an aircraft not issued with a valid certificate airworthiness. Matches, bets, aerial acrobatics, records, record attempts or their preparatory trials are excluded from the coverage.

It is nevertheless specified that the consequences of an air accident are covered in respect of:

- test and trial flights on receipt of new, repaired or revised craft,
 - risks resulting from flights carried out in aeronautic training under the control and responsibility of Training Centres of the Civil Aviation Aeronautic Training Service of the State the Subscriber belongs to, as long as the Subscriber complies with the instructions and recommendations received concerning flight safety,
 - aerobatic displays, when these comply with the required safety standards,
 - gliding, ULA and hot air balloons,
 - risks resulting from flights on aircraft, in performance of duty, as long as the Subscriber complies with instructions received concerning flight safety.
- maternity leave,
 - mental and psychiatric disorders and anxiety and depression, except:
 - in the case of a severe pathology requiring hospitalisation of over 21 consecutive days in a specialist establishment.
 - if said disorders result in an occupational accident occurring on board an aircraft.
 - thermal cures, thalassotherapy, rehabilitation centres, rest homes and dietary cures.

V – PERMANENT LOSS OF LICENCE

ARTICLE 1 – DEFINITION OF THE COVERAGE

The Permanent loss of licence coverage is intended for the payment of capital by the Representative to the Subscriber in the event of total cessation of your work as a flight crew member, following an Accident or illness justifying the definitive withdrawal of your Approval or your medical certificate of fitness to work as flight crew.

ARTICLE 2 – CONDITIONS OF THE COVERAGE

2.1 You will acquire the Permanent loss of licence coverage on the day the competent aeromedical centre (CMAC in France) or the Licensing authority rules on the permanent nature of your unfitness. This decision must be made during the coverage validity period, set out in articles 4-1 and 6-1.

In case of plurality of Authorisations or Medical certificate proving fitness to work as flight crew, the coverage pertains exclusively to the Approval or Certificate which allows you to work on the date of the illness or the Accident that caused your permanent unfitness.

In any case, the application of the coverage is based on the Annex IV PART MED of the AIRCREW regulation.

In the specific situation where the competent aeromedical centre, which you depend on, does not pronounce the permanent withdrawal of your Medical fitness certificate for the Flight crew profession.

If:

- you have been unfit to work as a Flight crew for medical reasons for more than a year and that the competent aeromedical centre, which you depend on, has not pronounced the permanent withdrawal of your Medical fitness certificate for the Flight crew profession,
- and/or, on the basis of the information in his possession, the medical advisor of the Representative does not consider the withdrawal of your Medical fitness certificate for the Flight crew profession as Permanent,

Then: the Representative reserves the right to have a medical check carried out by a doctor authorised by him/her.

The doctor can either state that you are permanently unfit to work as a Flight crew member or that you are not likely to get your Medical fitness certificate back from the competent aeromedical centre. As a consequence, you will receive each year 1/5th the of Permanent loss of licence sum insured within the limit of a 5 years period.

In that specific case, the termination of your profession as a Flight crew member must be uninterrupted until the date the Representative states on the application of the coverage.

The coverage applies after you send to the Representative your licence(s) document title(s), or failing that, an official certificate stating that you can no longer work as a Flight crew member.

You must certify every year that you are unfit to work as a Flight crew member

2.2 Finding and check-up

The Permanent loss of licence must be ruled by the competent aeromedical centre of the country concerned (CMAC in France) or by the Licensing authority. Nevertheless, the Representative reserves the right to have a medical check carried out by a doctor authorised by him/her. **In the absence of the documents requested, or in the case of refusal to undergo a medical check, the Representative shall refuse the payment of capital under the Loss of Licence coverage.**

In case of disagreement concerning the conclusions of the delegated doctor relating to the assessment of your health, the interested parties may have performed, by mutual agreement, a check-up carried out jointly by two doctors working in the same country, each designated by one of the parties.

In the absence of an agreement between the doctors thus designated, a third doctor shall be appointed to decide.

Should one of the parties fail to appoint their doctor, or the two doctors fail to agree on the choice of the third, the designation is made by

the Presiding judge of the Tribunal de Grande Instance de Paris (for France), or by the materially and territorially competent court of another State, where the designation must be made. The nomination is made via simple request signed by the two parties or the first party to act, the other party having been convened by registered letter with notification of receipt.

Each party shall bear the costs and payment of fees of their doctor and, if applicable, the fees of the third doctor and the costs of his/her appointment, half each.

In any case, if there is any discrepancy between authorities and the assessor acting on behalf of the Insurer or its Representative, the dispute is treated according to the Annex IV PART MED of the AIRCREW regulation by the French competent jurisdictions. Furthermore, the Representative reserves the right to ask you to submit your file to an aeromedical centre located in one of the State that the Representative has designated.

2.3. Deduction of daily allowances from the Permanent loss of licence capital

If you have opted for the deduction of daily allowances from the Permanent loss of licence capital (option B) as mentioned on your insurance certificate, the amount of capital to be paid shall be reduced by the entirety of the daily allowances paid by the Insurer within the framework of the Temporary Unfitness coverage. – and including in the case of a relapse – when the definitive withdrawal of the certificate of medical fitness or Authorisation to work as flight crew occurs after a state of temporary unfitness for work having the same cause, illness or Accident.

Nevertheless, if the Permanent loss of licence is due to an air accident, the daily allowances paid shall not be deducted from capital.

2.4 Review of a medical decision of an aeromedical centre (CMAC in France) or Licensing authorities

If you undergo a review of an unfitness decision or withdrawal of your authorisation to work in the profession, you are required to inform the Insurer and return, in case of a favourable decision, the capital paid to you under this coverage.

ARTICLE 3 – CHOICE OF THE COVERAGE

3.1 The Permanent loss of licence coverage may only subscribed as a supplement to the mandatory all-cause Death coverage and TILA

3.2 You choose the basic capital amount for the Permanent loss of licence on subscription or at the time of any modifications during same, according to your age and basic annual Salary, within the following limits:

Up to 31 December which follows your:	Maximum capital amount
48 th birthday	€ 600,000 limited to 5 times your basic annual Salary
49 th birthday	€ 550,000 limited to 4 times your basic annual Salary
50 th birthday	€ 500,000 limited to 4 times your basic annual Salary
51 st birthday	€ 450,000 limited to 3 times your basic annual Salary
52 nd birthday	€ 400,000 limited to 3 times your basic annual Salary

Nota Bene: no modification to the amount of permanent loss of licence capital may be made once you reach the age of 53.

Sliding scale: if you are aged 53 or more, the amount of the benefit shall be calculated by applying to the basic capital covered at 52 a regressive sliding scale of 2.5% per past quarter, date to date, from your 53rd birthday. In any event, the amount of the benefit thus obtained may not be less than 20% of the capped covered basic capital.

In all cases, the maximum capital that may be chosen is €600,000.

For trainee pilots, the maximum that may be chosen is €110,000.

ARTICLE 4 – LOSS NOTIFICATION AND PAYMENT OF THE INSURED CAPITAL

4.1 You must inform the Representative of any temporary unfitness period of more than 6 months in the 15 days following this decision.

Payment of benefits is subject to the submission of the supporting documentation necessary for payment within 3 months of the date your Permanent loss of licence is pronounced.

Failing submission of supporting documentation within the 3 month deadline mentioned above, the Representation may request the submission of same. This request shall trigger a new 30 day deadline during which you must supply the necessary supporting documentation, under pain of invalidity of the coverage, except in the case of force majeure.

These documents comprise:

- the certificate of mental and physical fitness which specifies that the Subscriber does not meet the conditions of fitness required for the profession,
- the decision from the aeromedical centre (CMAC in France) competent to issue medical certificates certifying fitness to serve as a flight crew member or a trainee pilot, or a medical report pronouncing permanent unfitness,
- the medical diagnosis accepted for permanent unfitness,
- a copy of the initial leave certificate and, as applicable, extension leave certificates and medical certificates showing decisions of temporary unfitness issued by a competent body relating to the medical ground that led to the permanent unfitness.
- the extract from the Subscriber's birth certificate drawn up after the date of definitive withdrawal of his/her Approval declared by the competent body, dating less than 3 months,
- the declaration of salaries paid by the employer in respect of the collective agreement or any other agreement substituting it in the 12 months of activity prior to the loss;
- your Bank Identifier Code (BIC).

The Representative reserves the right to ask for any additional supporting evidence he/she deems necessary.

The Insurer reserves the right to ask for any additional information he deems necessary to determine the payment of the claim. As long as such information is not provided and the requests of the insurer are not met, no payment is due by the insurer.

4.2. Payment conditions

The Insurer shall pay the capital shown on your subscription certificate.

The amount of the benefit is determined from the sum insured you have chosen, mentioned here above, and following the conditions stated in the Title V «Permanent loss of licence» of the information notice including possible application of a regressive sliding scale and potential deduction of temporary unfitness daily allowance (only if the option is chosen and if the temporary unfitness is covered).

4.3 Maintenance of the all-cause Death – TILA coverage

Until payment of the capital under the Permanent loss of licence coverage has been made, the all-cause Death and TILA coverage under this Contract is maintained to the amount of the capital chosen by the Subscriber at the time of subscription, or during same for any coverage amendments, without exceeding a period of 12 months from the last day of the calendar month in which the Permanent loss of licence was pronounced, and subject to payment of the corresponding premiums and respect for the conditions set out in paragraph 4.1.

4.4 Settlement in the case of all-cause Death or TILA

If you have chosen the all-cause Death/TILA coverage and you die, or suffer TILA before settlement of the capital under the permanent loss of licence coverage, the capital covered in the case of all-cause Deaths or TILA, and the capital covered in the case of permanent loss of licence shall be paid on receipt of the corresponding documents.

ARTICLE 5 – MAINTENANCE OF THE COVERAGE

The Permanent loss of licence coverage may be maintained under the following conditions:

a) Training leave, unpaid leave

The Permanent loss of licence coverage is maintained, unless the Subscriber expresses an opinion to the contrary, for a maximum period

of 2 years as of the training leave or unpaid leave date, subject to the maintenance and validity of the Approval to work in the profession or the medical certificate showing fitness to work as flight crew.

Beyond this period, and as long as the Subscriber has resumed his/her activity, the restoration of all coverage is subject to the formalities set out in the conditions for admission to insurance, and the choice and amendment of coverage.

b) Unemployment (reserved for flight crew under 55 years)

The Permanent loss of licence coverage is maintained, unless the Subscriber expresses an opinion to the contrary, for the period he/she is registered as a job seeker under the system he/she is subject to, subject to the maintenance and validity of the Approval to work in the profession or the medical certificate showing fitness to work as flight crew, evidence of which the latter must supply.

Beyond this period, and as long as the Subscriber has resumed his/her activity, the restoration of all coverage is subject to the formalities set out in the conditions for admission to insurance, and the choice and amendment of coverage.

c) Maternity, legal maternity leave, parental leave

The Permanent loss of licence coverage is maintained, unless an opinion to the contrary is expressed by the Subscriber, during maternity, the legal maternity leave period, and for 4 years at most in case of parental leave (according to the legal system the Subscriber is subject to) starting from the 1st day of the leave, subject to the maintenance of a valid Medical fitness certificate for the flight crew profession, which must be provided by the Subscriber. In the case of succession of parental leave without resumption of activity, maintenance is subject to the formalities set out for admission to insurance, and the choice and amendment of coverage subject to the maintenance of a valid Medical fitness certificate for the flight crew profession, which must be provided by the Subscriber.

d) Work on a rotation basis

The Permanent loss of licence coverage is maintained during periods of inactivity.

e) Subscriber subject to Temporary Unfitness

– Subscriber who has chosen the temporary unfitness coverage:

The Permanent loss of licence coverage is maintained for a maximum period of 36 months from the 1st day of temporary unfitness. This maintenance ceases in any event on the day after that on which the Subscriber reached the legal retirement age according to the legal system he/she is subject to, to the limit of 65 years.

– Subscriber who has not chosen the temporary unfitness coverage:

The Permanent loss of licence coverage applies on permanent withdrawal of Authorisation or medical fitness to work as flight crew pronounced by the competent body.

f) Subscriber to Total and Irreversible loss of Autonomy (TILA)

The Permanent loss of licence coverage is maintained as of the date of payment by the Insurer of Death capital in advance in the case of TILA, and over a maximum period of 6 months as of the first day of the following calendar month, and subject to payment of the corresponding premium.

The causal event leading to TILA is covered in case of Permanent loss of licence of the Subscriber resulting from the same medical reason.

g) Activity after the legal retirement age

The Permanent loss of licence coverage may be maintained, by the Subscriber who so requests, beyond the legal retirement age according to the legal system he/she is subject to, within the limit of 65 years, subject to the maintenance and validity of Authorisation to work as a flight crew member, or a valid medical certificate approving same, and the production of documents supporting continued work as a flight crew member.

h) End of training for trainee pilots

The Permanent loss of licence coverage can be maintained for all trainee pilots asking for it, for a maximum period of 5 years starting from the date of the end of the theoretical and/or practical training, subject to the provisions of the Article 11 – Cancellation of subscription.

ARTICLE 6 – TERMINATION OF THE COVERAGE

The Permanent loss of licence coverage comes to an end when the coverage you have chosen ceases under article 6-I. It ceases, at the latest, the day after that on which you reached the legal retirement age according to the legal system you are subject to, to the limit of 65 years.

If you are a trainee pilot the Permanent loss of licence coverage ceases on 31st December at midnight following your 45th birthday.

ARTICLE 7 – EXCLUDED RISKS

The Permanent loss of licence coverage excludes the consequences of the following:

- illnesses or Accidents caused intentionally by the Subscriber, or resulting from conscious or subconscious suicide attempts or self-harm.
- the use of drugs or medication without a prescription,
- acute Alcoholism, when the alcohol level recorded medically is higher than the legally tolerated rate, unless the Subscriber can prove the absence of any relationship between this state and the loss, as well as the consequences of acute Alcoholism, within the framework of the professional activity covered,
- medically certified chronic alcoholism
- a criminal act the Subscriber is found guilty of,
- illnesses or Accidents resulting from combat (except in the case of legitimate defence) or which result from deliberate exposure to an exceptional danger (except for attempts to rescue persons or property, particularly for members of Aviation Sans Frontières),
- all mental and psychiatric disorders and anxiety and depression, except:
 - in the case of a severe pathology requiring hospitalisation of over 21 consecutive days in a specialist establishment.
 - if said disorders are caused by an attack or act of piracy suffered directly by the Subscriber on duty,
- civil or foreign war, riot, uprising, whatever the place of the events, and whoever the protagonists, unless the Subscriber does not play an active role therein or is called upon to carry out a maintenance or surveillance mission aimed at ensuring the safety of persons and property; it is specified that cases of legitimate defence, assistance of persons in danger or performance of professional duties are covered,
- the direct or indirect effects of splitting the atom,
- air accidents on an aircraft not issued with a valid flight document. Matches, bets, aerial acrobatics, records, record attempts or their preparatory trials are excluded from the coverage.

It is nevertheless specified that the consequences of an air accident are covered in respect of:

- test and trial flights on receipt of new, repaired or revised craft,
- risks resulting from flights carried out in aeronautic training under the control and responsibility of Training Centres of the Civil Aviation Aeronautic Training Service of the State the Subscriber belongs to, as long as the Subscriber complies with the instructions and recommendations received concerning flight safety,
- aerobatic displays, when these comply with the required safety standards,
- gliding, ULA and hot air balloons,
- risks resulting from flights on aircraft, in performance of duty, as long as the Subscriber complies with instructions received concerning flight safety.



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