



LOSS OF LICENCE

DETAILED INFORMATION

MEMORANDUM

2019

Preamble

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

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

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

Personal data

The collected data will be subject to processing by APPN, management representative, on behalf of MACIF, data controller, for the handover of the insurance contracts, their management and implementation and for marketing and prospecting purposes. They may be transmitted to MACIF group companies and its partners for the same purposes.

They will also be processed for the purposes of combating money-laundering and the financing of terrorism. Your data will be processed for the purposes of combating fraud, which may lead to your inclusion on a list of people presenting a fraud risk.

You have the right to access, correct, erase, limit and oppose the storage of your personal data; you are entitled to its portability, as appropriate; you have the right to give instructions regarding the storage, deletion and communication of your personal data after your death.

As appropriate, you may withdraw your consent to the processing of your data, in which case it will cease.

We'd like to inform you that you can register your name on what is termed a “Robinson list” so that telephone solicitation is not carried out (go to www.bloctel.gouv.fr).

You may exercise your rights and send any request for information about your personal data via the website at www.macif.fr using the corresponding form, or by post to MACIF, Direction Générale, 2 + 4 Rue de Pied de Fond, 79037 Niort Cedex 9, France.

You also have the right to enter a complaint with the French national data protection authority CNIL (www.cnil.fr).

Full details on the protection of your data are available on our website at www.macif.fr.

Definitions

For ease of reading your Loss of licence contract, “you” should be understood as meaning the member, and “we” as MACIF through its manager APPN. The purpose of the following list of definitions is to help you understand the technical terms used. **The words and expressions defined below are designated by an asterisk in the rest of the document.**

- **Member:** A natural person who is a member of the technical flight crew of an airline or air services company and has joined the contract, who is specifically named on the individual insurance certificate, and on whom the cover is based.
- **Unemployed member:** A member who holds a technical flight crew licence but is not a member of the technical flight crew of any airline or air services company.
- **Trainee member:** A member who does not hold a technical flight crew licence and is undergoing training at an aeronautical training school.
Trainee member status may be held for no more than five years; thereafter, the member is assimilated to an unemployed member. Exceptionally, a trainee member of five years’ standing may retain that status for a further year if he/she presents justification of continuing training at an aeronautical training school with a view to obtain a technical flight crew licence.
- **Beneficiary(ies):** Unless specified otherwise by the member, the beneficiaries are:
 - 1- the member’s spouse or assimilated person, i.e. the person living permanently as a couple with the member on the date of the member’s death, at the same address, on a permanent basis, without being separated de jure or de facto (spouse, partner in a civil partnership and cohabiting partner); otherwise
 - 2- the legitimate, natural or adopted children of the member who are already born or to be born, alive or represented, in equal shares; otherwise
 - 3- the member’s heirs.
- **EASA:** European Union Aviation Safety Agency (Agence Européenne de la Sécurité Aérienne)
- **FAA:** Federal Aviation Administration
- **ICAO:** International Civil Aviation Organization (Organisation de l’Aviation Civile Internationale)
- **Transition:** The point in time at which a member who ceases to be a trainee ceases to have the benefit of the special rate for trainee members.
- **Definitive loss of licence (“Perte de licence définitive” - PLD):** **Definitive loss of medical fitness certification**, attested by a doctor, rendering the exercise of professional flight crew functions impossible **worldwide.**
- **Temporary loss of licence (“Perte de licence temporaire” - PLT):** Temporary loss of medical fitness certification as a result of accident or illness, attested by a doctor, rendering the exercise of the functions authorised by the member’s licence impossible. Pregnancy is not intrinsically considered an illness.
- **Psycho-organic-disorders:** all mental disorders (such as phobia, depression, anxiety, asthenia, neurosis, anguish, psychosis, burn out) as well as somatic disorders without underlying organic causes.

I - Conditions of membership and declarations

PURPOSE

This contract makes it possible to subscribe a cover in the eventuality of the definitive or temporary loss of medical fitness certification as a result of illness or accident.

ARTICLE 1 – CONDITIONS OF MEMBERSHIP

To be able to subscribe the contract, you must, at the time of signing the membership form:

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

Specific case of trainee members*: If you have the status of trainee, you may subscribe the contract if you are less than 35 years old and you will have to produce proof of your medical fitness to hold an ICAO* Annex 1 professional technical flight crew licence.

Once MACIF has examined your application, it may either:

- agree to the cover with no reservations,
- accept your application but limit the cover if your declarations do not correspond to its rules for accepting risks, or
- refuse your application.

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

ARTICLE 2 – DECLARATIONS MADE BY THE INSURED PERSON

The declarations concerning your marital status, your state of health, and any previous medical history which you make at the time of joining and whenever your cover is altered or upgraded are used as the basis for the insurance cover. They may justify exclusions from cover or even the refusal of cover.

You should inform us of any change in your state of health which occurs between your signing the membership form and receiving the individual insurance certificate which indicates acceptance.

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

You are also required to declare, either at the time of joining or during the lifetime of the contract, all insurance cover of the same type that you have subscribed with other insurers.

After joining the scheme, if you lose your job and are unemployed, you should notify us. The change in your status changes both your cover and the amount of your premiums.

The consequences of making a false declaration are covered in the article on “False declaration” in this detailed information memorandum.

II - Description of the cover

Cover for Temporary Loss of Licence and Definitive Loss of Licence is granted subject to compliance with the medical criteria for renewal EASA* and ICAO*).

ARTICLE 3 - DEFINITIVE LOSS OF LICENCE* (GUARANTEE D)

Cover for Definitive loss of licence* entitles you to receive a cash payment in the event of an incident occurring. It is broken down into two distinct guarantees: a basic cover and an optional cover for people between 55 and 65 years of age

Article 3.1 – Invoking cover

The cover applies in respect of definitive loss of licence* as a result of illness or accident for all members* **except for unemployed members* i.e. members who are unemployed on the date on which the incident occurs.** Members in this latter group are covered only for definitive loss of licence* as a result of accident or one of the following illnesses:

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

APPN reserves the right to request either salary slips or work certificates by the employer stating that the member* pursues a paid actual activity at the time of losing his/her licence.

Cover may be invoked on condition that you hold a certificate of medical fitness valid on the day on which the incident occurs. In the event of definitive loss of licence* occurring after your medical fitness certificate ceases to be valid, cover may be invoked on condition that the period during which your medical fitness has not been valid has not exceeded **one year**. This period of non-validity may exceed one year for any member registered with a Job Centre ("Pôle Emploi" in France) or any other similar body in Europe as a jobseeker looking for employment corresponding to his/her licence, or in the event of maternity.

In the event of definitive loss of licence*, you will receive the corresponding guaranteed payment. In the event of your death occurring after your entitlement to payment has been acknowledged but before it has been paid, that sum would be paid to your designated beneficiary(ies)*. Unless expressly specified otherwise the owed sums will be paid to:

1. your spouse or assimilated person, i.e. the person living permanently as a couple with you on the date of the member's death, at the same address, on a permanent basis, without being separated de jure or de facto (spouse, partner in a civil partnership and cohabiting partner); otherwise
2. your legitimate, natural or adopted children who are already born or to be born, alive or represented, in equal shares; otherwise
3. your heirs.

Invoking Definitive loss of licence cover ends Temporary loss of licence cover.

Article 3.2 – Determination of definitive loss of licence*

Definitive loss of licence* must be recognised while you are insured and before:

- you retire as a technical flight crew member,
- your 60th birthday if you are insured for basic cover,
- your 65th birthday if you are insured for the cover for people between 55 and 65 years of age,
- your death.

The cover is granted in the event of definitive loss of licence* recorded by:

- the Medical Board of the French Civil Aeronautics and of the French Ministry with responsibility for transport for European licences issued in France, or
- the competent authorities of the State which granted the initial Licence for holders of licences not issued by the EASA* or the FAA*.

APPN' s consultant doctor reserves the right to request for the medical diagnosis issued by the relevant medical authority (CMAC or similar foreign authority).

The cover is calculated by referring to the date of the insured party's request to the competent authorities for definitive loss of licence.

Nevertheless, MACIF reserves the right, before accepting such decisions, to request a medical examination by an approved doctor of our choice in accordance with the provisions of the Article on medical examinations. **In the event of a divergence between the positions of the authorities and the experts under instruction from MACIF, only the French courts are competent to deal with the dispute, in accordance with the applicable EASA medical standards.**

Specific case:

For the members* who do not have a licence issued by the French civil aviation authorities: In the case of the competent authorities on which you depend on do not issue a decision, you may request a medical examination by a doctor of our choice **if you have been unfit to exercise your profession as a technical flight crew member for medical reasons for more than one year.**

If this doctor records your definitive medical unfitness to carry out your work, you will receive, each year, one-fifth of the amount of the cover, **for up to a maximum of five years.** You will need to be able to provide proof each year of your inability to carry out your work as a member of the technical flight crew.

The cover is granted after physical delivery of the licence document(s) to the insurer or, failing that, a statement of having been officially struck off the list of flight crew members.

Article 3.3 – Amount of the cover

The amount of the cover is the amount you choose when you join the scheme. It is nevertheless limited to:

- 340 000 euros at the time of joining the scheme or of your transition* and during the first 3 years of membership.
- 700 000 euros at the time of modifications or upgrades in the cover after 3 years of membership.

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

A – BASIC COVER

The amount of the cover decreases once you have reached your 51st birthday. It decreases by 10% each year until you are 60 years old. The amount of the cover is determined in accordance with the table below, according to your age on the date on which definitive loss of licence* is declared..

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

B –COVER FOR PEOPLE BETWEEN 55 AND 65 YEARS OF AGE

APPN may offer you cover for people between 55 and 65 years old before your 55th year birthday.

The amount of the cover at 55 years of age under this option is calculated according to the same rule as for the amount of the basic cover. At 55 years of age, it is therefore equal to half the initial amount. **The amount of the cover then decreases from your 56th birthday onwards.** It decreases by 10% each year until you are 65 years old. The amount of the cover is determined in accordance with the table below, according to your age on the date on which definitive loss of licence* is decided.

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

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

Specific case: Declaration of fitness for work after invoking Definitive loss of licence cover:

If, after a loss of medical certification giving rise to invocation of Definitive loss of licence cover, a member is certified as medically fit to work and resumes work as a member of a technical flight crew, MACIF will claim repayment of the amount received, less one twenty-fifth per year of unfitness to work.

ARTICLE 4 - TEMPORARY LOSS OF LICENCE (GUARANTEE E)

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

Article 4.1 – Invoking cover

The cover applies in respect of Temporary Loss of Licence* as a result of illness * or accident* for all members* **except for unemployed members***, i.e. **members who are unemployed on the date on which the incident occurs.** Members in this latter group are covered only for temporary loss of licence* as a result of accident*.

In the event of Temporary Loss of Licence*, you will receive an allowance paid at the end of each month. **This allowance is paid from the 29th day of temporary unfitness to work at the earliest.**

Article 4.2 – Determination of temporary loss of licence*

Temporary loss of licence* must be recognised while you are insured and before:

- the day you retire as a technical flight crew member,
- And no later than the day of your 60th birthday if you are insured with regards to the basic cover.
- Or no later than the day of your 65th birthday if you are insured with regards to the optional cover.

The cover is granted in the event of:

- temporary loss of licence* recorded by the competent French medical authorities for French licences, or by the competent authorities for other licences, resulting in the temporary withdrawal of the licence;
- temporary total unfitness for work, even if your licence is not temporarily suspended;
- part-time working on health grounds.

Article 4.3 – Duration of payment of the allowance

Payment of the allowance is stopped as soon as one of the following events occurs:

- you are fit to resume your work;
- temporary loss of licence* or unfitness for work reaches the maximum duration of three years. This period is limited to 12 consecutive months when you are insured for optional cover.
- definitive loss of licence* is pronounced;
- your 60th birthday if you are insured for basic cover,
- your 65th birthday if you are insured for optional cover,
- you claim your entitlement to retire as a member of a technical flight crew,
- in the event of your death.

Article 4.4 – Amount of the cover

A – BASIC COVER

At the time of the subscription you determine the amount of the cover. The monthly amount may not exceed your net annual salary divided by 12, **up to the limit of 18 000 euros**. This limit is reduced, when appropriate, by the amount of any cover you may have subscribed under another insurance contract for the same risk.

We reserve the right to request you to provide evidence of your income at the time of subscription or of the last modification of the Temporary Loss of Licence* cover.

The amount of the allowance paid to you in the event of an incident occurring is determined according to the social protection afforded by your employer.⚠

Guarantee E1: The allowance paid is:

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

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

Guarantee E3: The allowance paid is:

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

Guarantee E4: The allowance paid is:

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

Guarantee E5: The allowance paid is:

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

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

Guarantee E7: The allowance paid is:

- 50% of the cover from the 91st day to the 182nd day
- 100% of the cover from the 183rd day to the 1095th day.

Guarantee E10: The allowance paid is:

- 30% of the cover from the 29th day to the 182nd day
- 100% of the cover from the 183rd day to the 1095th day.

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

Guarantee E12: The allowance paid is:

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

Guarantee E13: The allowance paid is:

- 50% of the cover from the 91st day to the 182nd day
- 100% of the cover from the 183rd day to the 1095th day.

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

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

Guarantee E14: The allowance paid is:

- 50% of the cover from the 91st day to the 365th day
- 100% of the cover from the 366th day to the 1095th day.

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

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

Guarantee E15: The allowance paid is:

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

Guarantee E16: The allowance paid is 100% of the cover from the 366th day to the 1095th day.

Guarantee E17: The allowance paid is:

- 30% of the cover from the 29th day to the 547th day
- 100% of the cover from the 548th day to the 1095th day.

Guarantee E18: The allowance paid is:

- 20% of the cover from the 29th day to the 91st day

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

Guarantee E20: The allowance paid is:

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

Guarantee E22: The allowance paid is:

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

Guarantee E23: The allowance paid is:

- 30% of the cover from the 29th day to the 365th day
- 100% of the cover from the 366th day to the 1095th day

Guarantee E24: The allowance paid is:

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

Guarantee E "Unemployment"-:

The cover is only paid to the members* producing justification of the payment of unemployment benefit ("ASSEDIC") by a French Job Centre ("Pôle Emploi").

The allowance paid is:

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

The monthly allowance is only paid in respect of unfitnes to work as the result of an accident.

B – OPTIONAL COVER

You may be offered to subscribe to the optional cover before your 60th birthday.

The amount of the allowance paid to you in the event of an incident occurring is identical to the one you had when you were insured for basic cover. It is set in respect of the same limits. **Nevertheless, the payment period is reduced to a maximum of 12 months.**

Specific cases:

► Alternate working time

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

► Part-time working on health grounds.

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

► Carrying out other work during the period of unfitness

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

The amount paid as Temporary Loss of Licence cover is not deducted from the amount of cover paid in the event of subsequent invocation of Definitive loss of licence cover.

ARTICLE 5 – TERRITORIALITY

The cover is granted worldwide.

ARTICLE 6 – EXCESS AND EXCLUSIONS

Excess applicable to psycho-organic disorders

During the first 6 years, after each cover took effect, an excess of 50 % is applied in case of Definitive Loss of Licence or Temporary Loss of Licence consecutive to psycho-organic disorders. Obviously, the payments made will be limited to 50 % of the basic amount chosen.

During the contract period, in case of an increase in the cover this excess will apply mutatis mutandis to the differential of the cover.

This excess applies for any new membership or increase in the cover as from the 1st July, 2015 for the Definitive Loss of Licence cover and from the 1st January 2017 for the Temporary Loss of Licence cover.

Cover is granted subject to the following limitations and restrictions:

Illnesses first noted by a doctor before the member* joins the scheme and which are specifically excluded, as indicated on the individual insurance certificate.

Specific exclusions from temporary loss of licence cover and from definitive loss of licence cover*

Incidents resulting from the following are excluded:

- intentional or fraudulent action on the part of the member*
- civil war or war with another country
- acts of terrorism, uprisings or rioting in which the member* has taken an active part
- exposure to a source of ionising radiation or radiation of nuclear origin
- participation by the member* in challenges, bets, attempts to break records, or in their preparation
- wing suit or base jump practise
- use by the member* of an aircraft for acrobatic or low-altitude flying (“hedge-hopping”), except in cases of force majeure or if special authorisation has been granted by the competent authorities. The contract does however cover aerial acrobatics in an aircraft with a certificate of airworthiness approved for acrobatics, on condition that the pilot is suitably qualified
- use by the member* for taking off or landing on the ground or on water at an aerodrome or a hydro-aerodrome not

officially open to public air traffic or not authorised, in the case of a restricted-use aerodrome, for the type of aircraft used, or a manoeuvre carried out in violation of a refusal to allow landing on the ground or on water or taking off, except in cases of force majeure

This exclusion does not apply to firefighting or rescue manoeuvres, or Civil Security interventions.

- use by the member* of an aircraft with no valid certificate of airworthiness or certificate of limited airworthiness if the type of aircraft is required by law to have one
This exclusion does not apply to test flights and acceptance tests for new, repaired or overhauled aircraft, with the exception of prototypes.
- suicide attempts, duels, brawling (except in the case of legitimate defence) on the part of the member*
- participation in military operations. This exclusion does not apply during the completion, during peacetime, of either military service, or periods of military instruction not exceeding thirty days
- In the event of an airline being requisitioned by the public authorities, cover is maintained if the requisition allows normal operation of the airline by its normal crew members according to normal working methods.
- use by the member* of substances classed in the [French] Public Health Code as drugs or psychotropic substances unless on medical prescription or absorbed accidentally
- drunkenness on the part of the member* or the consequences of his/her consumption of alcohol
- loss of function or specialisation and professional unfitness without withdrawal of licence on medical grounds
- withdrawal of licence on disciplinary grounds.

Specific exclusions from temporary loss of licence* cover

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

III - Operation of the contract

ARTICLE 7 – DATE OF TAKING EFFECT AND DURATION OF THE CONTRACT

Subject to subsequent acceptance by MACIF, the contract shall take effect on the date indicated on your membership form. This may not under any circumstances be earlier than the date on which the membership form is passed on to an APPN representative, or the date on which it was sent, as attested by the postmark.

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

Definitive loss of licence cover for people between 55 and 65 years old takes effect on the first day of the month following the member’s 55th birthday. This cover then irreversibly replaces the basic Definitive loss of licence cover.

The Temporary Loss of Licence cover takes effect on the first day of the month following the member’s 60th birthday.

In all cases, the date on which your contract takes effect is indicated on your individual insurance certificate.

The first insurance period ends on December 31st of the year in which you join the scheme. Cover is then renewed by tacit agreement for periods of one year, subject to the provisions set out in the article on “Cessation of Cover”.

ARTICLE 8 – ALTERATION OF COVER

You may at any time request a reduction in your cover.

Increasing cover is only possible if you are under 50 years of age on the date of making the request. Such an increase is limited to two tariff lines every five years.

Up to the age of 50, you may request an increase in your cover, **within the limit of two tariff lines**, if your remuneration increases by at least 15% as the result of a change in your duties, place of work, qualification or employer.

If you request an increase in cover, you will have to answer a number of questions on your health status. On the basis of these declarations, we may:

- agree to your request with no reservations, or
- agree to your request but exclude, only with respect to the difference in cover, the consequences of illnesses or accidents noted prior to your request, or
- refuse your request.

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

In any case the maximum amount for the Definitive Loss of Licence* is limited to 340 000 € during the first 3 years of the membership.

ARTICLE 9 – UPGRADING OF COVER

The cover may be upgraded at our initiative, at regular intervals of 2 years. The cover is then shifted to up one tariff line. Each time the cover is upgraded, you may request that it should not be applied. This upgrade of cover will only come into effect after the first 3 years of membership.

ARTICLE 10 – CESSATION OF COVER

Cover shall cease:

- at your request, if you wish to end your insurance cover. You should send APPN a letter by registered post with acknowledgement of receipt. Termination will take effect on the first day of the month following receipt of that letter
- in the event of failure to pay a premium under the conditions provided for in the Article on “Failure to pay a premium”
- in the event of termination of the group contract by APPN or MACIF
- in the event of total withdrawal of MACIF’s accreditation
- if you cease to be a member of APPN
- if you have reached the age limit for the cover
- in the event of your retirement as a technical flight crew member
- in the event of your death.

ARTICLE 11 – FORMALITIES IN THE EVENT OF TEMPORARY OR DEFINITIVE LOSS OF LICENCE

Any incident for which cover could possibly be invoked must be notified to APPN within five days, ON PAIN OF FORFEITURE, except in fortuitous circumstances or in cases of force majeure.

You should send full information on the circumstances of the incident and its known or presumed causes to APPN as quickly as possible. You must also reply to all requests for supporting documents or examination that we send you.

In the case of definitive medical unfitness, you must provide us with all the supporting documents requested, including:

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

For the APPN’s consultant doctor, you must provide:

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

In the case of total temporary unfitness to work or of part-time work on medical grounds, you must provide, **within eight days** the sick note or a formal medical document stating the start date of part-time work on medical grounds:

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

IV - Premiums

ARTICLE 12 – AMOUNT OF THE PREMIUM

Premiums are calculated according to the amount of cover subscribed and your age.

ARTICLE 13 – PAYMENT OF PREMIUMS

The insurer is an undertaking operating variable premiums. You are required to pay an annual premium and any arrears. The amount of the monthly premium is mentioned on your insurance certificate. Under no circumstances, you would be required to pay more than the maximum premium, which is set at twice the amount of the annual premium.

ARTICLE 14 – FAILURE TO PAY A PREMIUM

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

v - General points

ARTICLE 15 – CANCELLATION PERIOD

You have thirty days within which to cancel the contract. This period starts on the day you are informed that the contract has come into effect by the receipt of your insurance certificate.

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

"I the undersigned (family name, first name, address) declare that I wish to cancel my subscription of the Loss of licence contract subscribed on [date] Date and signature".

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

ARTICLE 16 – FALSE DECLARATION

In the event of making an inaccurate declaration at the time of subscription, an upgrade, or a request for higher cover:

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

- if no incident has occurred, we would propose new insurance conditions, if this is possible in the light of the updated information. Otherwise, the contract would be terminated;
- if an incident has occurred, apart from the application of the rules set out above, the allowance paid would be reduced in proportion to the premium actually paid compared with the premium that would have been due if your declarations had been complete and accurate.

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

In the event of making a false declaration in the performance of the contract:

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

In such case we would retain the premiums fallen due, as compensation.

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

ARTICLE 17 – COMPLAINTS

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

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

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

ARTICLE 18 – MEDIATION

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

Website: www.mediation-assurance.org

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

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

ARTICLE 19 – TIME LIMITATION

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

The time limitation period only commences, however, on the date on which the beneficiary has knowledge of the incident, if he/she proves that he/she was unaware of it until that date.

The time limitation may be interrupted by:

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

The time limitation may also be suspended:

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

ARTICLE 20 – INVESTIGATION AND MEDICAL EXAMINATION

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

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

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

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

MACIF ("Mutuelle Assurance des Commerçants et Industriels de France et des Cadres et Salariés de l'Industrie et du Commerce")

Article 21 - SETTLEMENT of disputes

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

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

Mutual insurance company with variable premiums; undertaking governed by the [French] Insurance Code. Registered office at 2 and 4 Rue de Pied de Fond, 79000 Niort [France]. Identified under the single number 781 452 511; listed in the Register of Commerce and Companies in Niort. Company subject to the supervision of the corresponding French supervisory authority "Autorité de Contrôle Prudentiel et de Résolution" (4 Place de Budapest, 75436 Paris Cedex 9).

APPN – "Association de Prévoyance du Personnel Navigant" – 82 Avenue François Mitterrand – 91200 ATHIS-MONS [France].