complementary health insurance

Terms and Conditions OptiSoins

October 2014

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1.1 Definitions

Under this insurance contract, the term:

1.1.1 **Accidental bodily injury** shall refer to a sudden event, beyond the control of **the Insured**, resulting in bodily injury whose cause, external to the body of the victim, and symptoms can be detected and documented by a competent medical authority, thus allowing a diagnosis and requiring therapy.

1.1.2 **The Insured** shall refer to the person or persons named in the **Specific Terms and Conditions** on whose shoulders the risk of occurrence of the event lies.

1.1.3 **The Company**: AXA Assurances Luxembourg, a Luxembourg-based insurance company with which the contract is concluded.

1.1.4 The **waiting period**: a period fixed by the contract, which applies to each **Insured** and begins to run from the effective date from which the **Insured** is covered by the contract, and during which the cover does not apply, although the **Insured** pays the premiums.

1.1.5 The **hospital facility** refers to any public or private healthcare facility open to people whose state of health requires in-patient treatment in the facility as well as a curative treatment and/or diagnosis requiring observation, monitoring and continuity that can only be organised in the facility. The following are not considered as hospital facilities: closed psychiatric institutions, medical-educational institutions, nursing homes, approved nursing and care homes, spas and convalescent homes.

1.1.6 **Disease** refers to the degradation of physical or mental health, the cause and the symptoms of which can be detected and documented by a medical authority, thus enabling a diagnosis and requiring therapy. This degradation cannot be attributed to accidental bodily injury.

1.1.7 **The Policyholder** refers to the person or persons who sign(s) the insurance contract and who is/are responsible for the payment of premiums. In the event of multiple policyholders, they are jointly and severally liable for all obligations under the contract.

1.2 Contract documents

The insurance contract, hereinafter referred to as “the contract” contains the following contractual documents:

1.2.1 The **insurance proposal** or **insurance offer**, the **forms** that set out the characteristics of the insurance and the elements that enable an assessment of the risk. They are completed and signed by the **Policyholder** and the **Insured**;

1.2.2 The **Terms and Conditions of Insurance** that define the rights and obligations of the parties to the contract;

1.2.3 The **Special Terms and Conditions** that define the benefits relating to the insurance formula that you have chosen (see 1.3) and that apply in addition to the **Terms and Conditions of Insurance**;

1.2.4 The **Specific Terms of Conditions** that customise each contract and contain elements allowing an assessment of the risk, such as those relating to the **Policyholder**, the **Insured**, the chosen insurance plans, the amounts of the premiums, length of the contract, etc.;

1.2.5 Subsequent **amendment**s that record any changes to the contract.

1.3 The insurance plans

1.3.1 The **Insured** have a choice between three insurance plans: the ***Start*** formula, the ***Active*** formula or the ***Privilège*** formula.

1.3.2 The specific characteristics and details of the benefits offered by each of these formulas are given in the **Special Terms and Conditions** in addition to these terms and conditions.

1.4 Purpose and scope of the insurance

1.4.1 The **Company** guarantees, in the event of a **claim** as defined in the **Special Terms and Conditions**, the payment of benefits under the insurance plans chosen and described in the **Specific Terms and Conditions**.

1.4.2 The insurance extends to curative treatment in Europe. It can be extended by special agreement to countries located outside the boundaries of Europe (see also 2.1.4 and 2.1.5).

The cover is also granted, without special agreement, outside of Europe for all

temporary stays of up to 60 consecutive calendar days. Should the stay be extended beyond 60 days for the purpose of a curative treatment, the cover is extended as long as the insured person cannot return to Europe without risk to their health, but at most for an additional 60 consecutive calendar days.

1.5 Conclusion, effective date and duration of the contract

1.5.1 The insurance takes effect on the date specified in the **Specific Terms and Conditions**. The insurance contract is considered as concluded when the policy has been signed by the contracting parties and when the **Policyholder** has paid the first premium or the first agreed instalment of the premium. No benefits are paid out for **claims** incurred before the effective date of insurance. These provisions relating to the effective date shall also apply when making any addition, change or extension to the insurance cover. **Claims** occurring after the conclusion of the policy are only excluded from the cover for the part taking place during the period preceding the effective date of the insurance or during the **waiting periods**. The effective date and the term of the contract are understood to start and end at 0:00 hours and 0:00 hours. The same provisions apply to any amendment.

1.5.2 For newborns, the insurance cover begins immediately after birth, without a waiting period, if, on the date of the birth of the child, at least one parent has been insured under an **OptiSoins** contract with the **Company** for at least three months and if the insurance application is submitted no later than two months after the birth, with retroactive effect to the day of birth. The chosen insurance plan cannot offer more extensive cover than that granted to an insured parent. Newborns are insured at the rates in force at the time of the insurance request.

1.5.3 The insurance year begins on the date specified in the **Specific Terms and Conditions**. The insurance year corresponds to one calendar year. If an insurance contract does not take effect on 1 January of a year, the first year of the contract will expire on 31 December of the calendar year. Price changes have no impact on the insurance year. The insurance contract is concluded for a period of two years and is then extended by tacit agreement for periods of one year, if not terminated within the relevant timeframe.

1.6 Waiting period

1.6.1 The **general waiting period** is 3 months.

1.6.2 It does not apply:

• in the event of an accident;

• for (the) spouse or partner of a person insured for at least three months, provided that insurance under the same formula is taken out within 2 months following the marriage or civil partnership (PACS);

1.6.3 A **specific waiting period** of 10 months applies in the case of pregnancy and childbirth, and six months for psychotherapy, dental care, including tooth extraction, dentures (bridges, crowns, artificial teeth of all kinds), orthodontics, including preparatory treatment and repairs, as well as maxillofacial surgery. This specific **waiting period** does not apply in the event of an accident.

1.6.4 **The Insured** may request the waiver of the **general waiting period**. This waiver of the **general waiting period** is subject to receipt within three weeks from taking out the insurance of an ad hoc form called "medical certificate" duly completed and signed and established less than 3 weeks before the contract is taken out.

1.6.5 In case of modification of the contract, the **waiting periods** also apply to additional insurance cover, unless otherwise agreed and stipulated in the **Special Terms and Conditions** or the **Specific Terms and Conditions**.

1.7 Scope of services

1.7.1 The nature and amount of insurance benefits result from the **Specific Terms and Conditions** and the **Special Terms and Conditions**.

1.7.2 **The Insured** has the free choice of established and approved doctors and dentists. Insofar as provided in the insurance plan taken out, **the Insured** may also consult a naturopath (Heilpraktiker) licensed under German legislation on naturopathy.

1.7.3 The medication, dressings, therapeutic methods and equipment must be prescribed by the persons listed in paragraph 1.7.2. Medication must also be purchased in a pharmacy.

1.7.4 Dentures (see 1.6.3) and maxillofacial surgical procedures are considered in the insurance plans as "dental care" benefits and not as "out-patient medical care" benefits, even if they are performed by a doctor.

1.7.5 Homeopathic medicines are also considered as medicines in their own right.

1.7.6 The following are not refunded: dietary and food products, slimming products, tonics, mineral water, bath products, contraceptives, geriatric products and cosmetics. The same applies to all products, medical devices and health products (e.g.

thermometers, massagers, heating pads) not listed in the **Specific Terms and Conditions**. Supplements for the treatment of the patient at home are also excluded.

1.7.7 In the event of medically necessary treatment in a **hospital facility**, the **Insured** is free to choose their healthcare facility. The facility must have adequate diagnostic and treatment equipment and maintain the medical records of its patients.

1.7.8 The **Company** shall pay out its benefits, within the framework of the insurance contract, for examination methods or treatment methods and medication that are recognised by conventional medicine. The **Company** also insures the refund of treatment methods and medication whose results have proved equally convincing in practice or that are used due to a lack of equivalence in conventional medicine. The **Company** is, however, entitled to reduce the amount of its benefits to the equivalent of what it would have cost to use the methods and medication of conventional medicine. Under the insurance contract, the **Company** also pays out benefits for the services of doctors or naturopathic practitioners (Heilpraktiker) - insofar as provision is made in the insurance plan – for all examination methods and treatments included in the Schedule of healthcare charges and fees (Gebührenverzeichnis für Heilpraktiker - 1985 edition) - medication included - and up to the maximum amount specified in the schedule in question.

1.7.9 The following shall be considered as medical care:

1.7.9.1 the services of state-approved masseurs or physiotherapists (these include massage, thermotherapy, electrotherapy, physiotherapy and medical baths);

1.7.9.2 treatments relating to the voice, speech and speech exercises if they are practised by a speech therapist. Additional fees for treatment at the patient's home are not refundable. The costs of treatments in saunas and spas and the like are not refunded.

1.7.10 The following are considered as therapeutic equipment - within the limits and unless otherwise agreed and stipulated in the **Special Terms and Conditions** - bandages, trusses, rubber stockings, orthopaedic soles and shoes, plaster casts, varicose vein stockings, corrective splints, wheelchairs, orthopaedic devices to support the trunk, arms and legs, hearing aids, electronic larynxes, artificial limbs, devices for inhalation. Expenses incurred by other therapeutic materials, medical devices and health products (massagers, blood pressure monitors, radiation lamps, heating pads) are not refundable.

1.7.11 Eye treatment benefits include spectacle frames and lenses, contact lenses.

1.8 Exclusions and limitations of the insurance cover

1.8.1 Unless accepted by it expressly and in writing, the **Company** never grants its insurance cover to the **claims** or cases listed below and all their consequences:

1.8.1.1 a disease, concomitant disease or an accident arising out of war, whether civil or other, damage arising in the course of military service, riots, acts of collective violence of a political, ideological or social nature, if it is established that the insured person took an active part therein;

1.8.1.2 a premeditated act by the insured person, unless they prove that it is a case of self-defence or justified rescue of persons or salvage of property; a premeditated act within the meaning of this clause is the act committed wilfully and knowingly, causing reasonably foreseeable damage;

1.8.1.3 attempted suicide;

1.8.1.4 chronic or non-accidental intoxication or addiction;

1.8.1.5 an abortion, except in cases of established medical necessity, sterilisation, contraception, medically assisted reproduction, a cosmetic procedure;

1.8.1.6 spa and sanatorium treatments, as well as rehabilitative care, unless the **Special Terms and Conditions** do not include other provisions;

1.8.1.7 treatment carried out by a spouse or partner, a direct ascendant or child. The proven material costs are refunded at the rate in force;

1.8.1.8 in the event of permanent loss of autonomy of the **Insured**, a stay and/or non-medical care provided at home or in a care home, in a nursing and care home, in a psychiatric care home or in a facility of the same type;

1.8.1.9 functional, mental or subjective disorders whose cause and symptoms cannot be medically detected or whose treatment or therapy are not necessary from an exclusively medical point of view;

1.8.1.10 requests for the drawing up of assessments, certificates, descriptions of care and quotations insofar as the **Policyholder** or **Insured** need to produce them.

1.8.2 If the curative treatment, or other types of care for which benefits are guaranteed, exceed what is medically necessary, the **Company** may reduce its benefits to an appropriate amount. The **Company** is also authorised to make such a reduction in benefits if excessive fees have been charged for a medically necessary treatment or any other measure.

1.8.3 If the **Policyholder** is also entitled to benefits from statutory health insurance, accident or old age and disability insurance, the **Company** is only liable to refund the remaining costs after the contribution of the statutory insurance.

1.9 Payment of benefits

1.9.1 The **Company** is only liable to pay benefits if the documentary evidence it has demanded has been provided. This documentary evidence becomes the property of the **Company**.

1.9.1.1 The submitted documentary evidence of expenses incurred must be originals. Copies may be submitted when another health insurance body has contributed to the expenses, provided that proof of the amount refunded by that body is reported.

1.9.1.2 Bills must carry the name of the patient, the duration of treatment, the list of the various benefits and the names of diseases. Bills for medication and care should be submitted accompanied by medical prescriptions or a substitution document recognised by Luxembourg's statutory health insurance fund. If the general practitioner refuses to give the name of the disease, the **Company** may make its benefits dependent on a medical examination in accordance with section 2.5.2. The **Company** reserves the right to request any other documents that it deems necessary to establish entitlement to the benefit.

1.9.2 The **Company** is authorised to pay its benefits to the person that submits or sends it the documentary evidence in good and due form. If there is a justified doubt about the legitimacy of this person, the **Company** will pay the amount of the refunds to the **Policyholder**.

1.9.3 Medical expenses incurred in other currencies are converted into Euros at the rate of the date on which the documents were submitted to the **Company**.

1.9.4 If the documents (e.g., medical records, bills, prescriptions) are not written in one of the official languages of the Grand Duchy of Luxembourg, a certified translation may be requested. In this case, the translation costs incurred shall not be borne by the **Company**. The benefit transfer charges are deducted from the benefits.

1.9.5 Entitlements to the insurance benefits cannot be assigned or pledged.

1.10 Formalities prior to incurring expenses

1.10.1 In the event that Social Security contributes to the refund of healthcare expenses, no prior formalities are necessary. However, for a medically necessary hospitalisation in a facility that also offers spa and sanatorium treatments or a convalescent home, the related costs as well as the expenses related to a course of treatment covered by this contract are subject to a prior agreement.

1.10.2 When there is no contribution by Social Security, the entitlement to reimbursement of certain expenses is subject to the submission of a request for prior approval. Prior approval must be received 10 days before the procedures are first performed. The decision is notified to the **Insured** by mail within 5 working days of receipt of the complete file.

1.10.3 The "Request for prior approval" form must be completed for the following procedures:

For procedures if there is no state contribution	Request for prior approval
Hospitalisation / Childbirth	Yes
Out-patient or in-patient psychotherapy	Yes
Series of procedures when > 5 paramedical procedures, alternative treatments and curative treatments	Yes
Dentures / Orthodontics	Yes
Spa or sanatorium treatments in a facility that meets the conditions of section 1.7.7	Yes
Alternative unconventional medical methods	Yes
For procedures if there is a state contribution	**Request for prior approval**
Spa or sanatorium treatments in a facility that meets the requirements of section 1.7.7	Yes

1.10.4 Notwithstanding the foregoing, the **Company** may grant the refund if, under special circumstances, the **Insured** has not been able to observe the formalities set out above, in good faith, on condition that the **Insured** supplies evidence of these particular circumstances.

1.10.5 In case of a qualifying exigency, the request for prior approval must be sent to us within 5 working days following admission to a **hospital facility** with reference to the urgency of the hospitalisation.

1.10.6 Prior approval must be sought for any extension of the in-patient treatment beyond 30 days. The same applies for each further period of 30 days. The request for prior approval must be sent to us within 10 days preceding the end of each period.

2 Administrative provisions

2.1 Termination of Insurance

2.1.1 The cover ends - also for **claims** already incurred – at the expiry of the insurance contract.

2.1.2 The death of the **Policyholder** terminates the contract. Medical expenses incurred until death are however covered according to the cover provisions set out in the **Special Terms and Conditions**. Nevertheless, the **Insured** shall have the right to continue the insurance by designating a new **Policyholder**, provided that the application is made within two months after the death of the **Policyholder**.

2.1.3 In the event of divorce, the **Policyholder(s)** and/or **Insured** have the right to continue their part of the contract as an independent insurance contract. The same applies to the **Policyholder(s)** and/or **Insured** who are separated.

2.1.4 The contract expires in case of transfer of the legal domicile of the **Policyholder** outside the Grand Duchy of Luxembourg, unless otherwise agreed.

2.1.5 The death or the transfer of the legal domicile of the **Insured** outside the Grand Duchy of Luxembourg terminates the insurance relationship.

2.2 Payment of premiums

2.2.1 Payment of the premiums (or, in the case of their fractioning, of the instalments) as well as fees, taxes, charges and legally admitted accessories, are the responsibility of the **Policyholder**.
The premium is annual. It is invoiced from the effective date of insurance and is payable annually on 1 January. Each time a premium becomes due, the **Company** is required to notify the **Policyholder** of the due date and amount owed.
The annual premium can also be paid in monthly instalments calculated according to the rate in force, which are considered as deferred until maturity. These instalments are due on the first of each month, even if a claim has been incurred. In case of modification of the contract in the course of the year, the premium is adjusted and may trigger either a payment or a refund.

2.2.2 The first premium or first instalment is payable at the latest upon delivery of the policy, and no earlier than the effective date of the insurance.

2.2.3 Premiums or premium instalments are due until the end of the month in which the insurance expires. Premiums paid beyond that date will be refunded.

2.2.4 Premiums are payable by bank transfer to a bank account specified by the **Company**.

2.2.5 In the absence of payment of a premium or a premium instalment within 10 days of its expiry and notwithstanding the right for the **Company** to pursue recovery of the premium(s) through the courts, the cover is suspended after a lapse of 30 days after sending the **Policyholder** a registered letter to their last known address. The registered letter serves a formal notice on the **Policyholder** to pay the premium due; it reminds them of the due date and amount of the premium and sets out the consequences of default at the expiry of the period specified above. Any claim occurring during the suspension pension shall not be covered by the **Company**. It has the right to terminate the insurance contract 10 days after expiry of the 30 days lapse referred to above. The suspension of cover does not affect the rights of the **Company** to claim premiums that subsequently fall due. The non-terminated contract shall resume its effectiveness for the future at 00:00 hours on the day following payment of the premium due or, in the event of fractioning of the annual premium, of the instalments that were the subject of the formal notice and those that fell due during the suspension period and, where appropriate, the costs of prosecution and recovery. Payment can be made directly to the **Company** or the representative appointed by it for this purpose. However, this right is limited to the premiums due for two consecutive years. The suspended cover for non-payment of the premium is terminated automatically after a continuous suspension of 2 years.

2.2.6 In case of non-payment of the premium, the **Company** reserves the right to charge the **Policyholder** for administrative costs related to this late payment. These are due for each registered letter and calculated at a flat rate based on two and a half times the official rate charged by the Post Office for registered letters.

2.3 Calculation of premiums

2.3.1 The method of calculation of premiums is defined by the **Company**'s technical bases of calculation. The premiums given in the price list may be subject to the application of surcharges when the insurance is taken out or in the event of modification of the contract.

2.3.2 Once an **Insured** has reached the age of 14 or 19 years, the premium for the higher age bracket becomes applicable from the beginning of the following calendar year.

2.3.3 In case of changes to the premiums, the **Company** also has the right to adjust the surcharges that are contractually due.

2.3.4 When, in the event of modification of the contract, the insured risk is increased, the **Company** is entitled to charge an additional appropriate premium for the part of the insurance cover that is added. This supplement is determined in accordance with the **Company**'s aggravated risk assessment principles.

2.4 Premium adjustment

2.4.1 The benefits insured by the **Company** are subject to changes due, for example, to an increase in the treatment costs of a family of risks or more frequent widespread use of medical services. Accordingly, at least once a year, for each rate the **Company** will draw up a comparison of actual insurance benefits and of the benefits supported in the technical calculation bases.
If this comparison reveals a discrepancy of more than 10%, all the technical calculation bases and the **Company**'s price premiums will be subject to review and, if necessary, adjusted. Under the same conditions, the amounts of the deductibles, benefit ceilings and daily allowances for in-patient treatment may be adjusted and the surcharges that are subject to a special agreement may be modified accordingly.

2.4.2 Any adaptation of premiums shall be brought to the attention of the **Policyholder** at least 30 days before the annual due date of the contract and takes effect at that date. However, the **Policyholder** may terminate the contract within 60 days of notification of the adjustment. In this case, termination shall take effect on the second working day following the dispatch date of the letter of termination by registered letter with acknowledgment of receipt, but not before the annual premium due date.

2.4.3 The premium is set according to the age of the **Insured** at the conclusion of the contract. For certain age brackets, Article 2.3.2 provides for an adjustment of the premium when the **Insured** passes from one age bracket to another. This adjustment is not a premium adjustment within the meaning of Article 2.4.1 and does not give right to termination as provided for in Article 2.4.2.

2.5 Obligations of the Policyholder and the Insured

2.5.1 Each hospital treatment must be declared to the **Company** within 10 days of its commencement. At the request of the **Company**, the **Policyholder** and the **Insured** must provide all information and supply all the evidence required to establish the

claim and to determine the contribution of the **Company** and its scope (see also point 1.9 listing the supporting documents to be transmitted to the **Company** for the payment of benefits).

2.5.2 At the request of the **Company**, the **Insured** shall agree to be examined by a doctor appointed by it.

2.5.3 Some treatments are subject to prior authorisation by the **Company**. They are listed in section 1.10.

2.5.4 The **Policyholder** and the **Insured** are obliged to immediately declare the conclusion or extension of cover of a medical expenses insurance under which they are covered via another insurance company, private health insurance or insurance fund.

2.6 Consequences of non-compliance

2.6.1 Where the **Policyholder** or **Insured** has not fulfilled the obligations contained in sections 2.5.1, the **Company** may reduce its benefit in proportion to the damage it has suffered as a result of the failure of the **Policyholder** or **Insured** to comply with their obligations. If the **Policyholder** or the **Insured** acted with fraudulent intent, the **Company** is no longer required to pay the compensation and may terminate the contract.

2.6.2 The **Company** is relieved of its compensation obligations if there was an intentional breach of any of the obligations referred to in section 1.10. In case of failure due to gross negligence, the **Company** is only required to provide the benefit if the failure has not had consequences on the severity of the claim, or on the amount of the benefit payable by the **Company**.

2.7 Recourse against third parties

2.7.1 In the event that the **Policyholder** or **Insured** is entitled to damages from a third party, this entitlement - without prejudice to the legal transfer of debt – shall be assigned in writing to the **Company** for the amount corresponding to the benefits granted under the insurance contract.
This entitlement is transferred to this extent to the **Company**. If the **Policyholder** or **Insured** waives this claim, or a right that serves to cover this claim without the consent of the **Company**, the latter is released from its obligation to provide the benefit up to the amount of the compensation that could have been due to it under the debt or entitlement.

2.8 Limitation periods

2.8.1 All actions arising from the contract shall become time-barred three years after the event that triggered such action. However, when the person who instigated the action can prove that he was not aware of this event until a later date, the limitation period starts to run only as from the said date, without exceeding five years as from the date of the event, with the exception of fraud.

2.8.2 The limitation period does not run against a person who, due to force majeure, is unable to act in a timely manner. If the statement of claim was made in good time, the limitation period is interrupted until the **Company** has made its decision known in writing to the other party. As regards the action of the beneficiary, the period runs from the date on which it became aware of the existence of the contract, of their status as beneficiary and of the occurrence of the event on which the enforceability of the insurance benefits depends.

2.9 Termination of the contract by the Policyholder

2.9.1 The **Policyholder** has the right to terminate the insurance contract, fully or for individual Insured, every year on the annual premium due date, by registered letter with acknowledgment of receipt to the insurer 30 days before this date.
The termination is effective on the second working day following the dispatch date of the letter of termination but not before the annual premium due date.

2.9.2 The **Policyholder** is entitled:

2.9.2.1 in case of a price increase as provided under 2.4 and/or in case of modification of the Terms and Conditions of Insurance resulting in a decrease in benefits, to terminate the contract within 60 days of the mailing date of the notification of maturity referring to this increase or the mailing date of the notification of the changes as appropriate. The termination is effective on the second working day following the date of dispatch of the letter of termination by registered letter with acknowledgment of receipt, but no earlier than the annual premium due date in case of a price increase or the date of entry into effect of amendments in case of changes to the Terms and Conditions of Insurance;

2.9.2.2 in the cases provided under section 2.10.5, to demand the cancellation of the insurance contract for the **Insured** not concerned within two weeks of receipt of the

announcement from the **Company** with effect from the end of the month during which the announcement was received.

2.9.3 If the **Policyholder** terminates the insurance contract as a whole or, for individual **Insured**, the **Insured** have the right to continue the insurance by designating a new **Policyholder**. Notification must be made within two months following termination.

2.9.4 Termination takes effect only if the termination request is signed by the **Policyholder** and countersigned by the **Insured**. The termination must be notified by registered post.

2.10 Termination of the contract by the Company and cases of nullity

2.10.1 The **Company** is entitled to terminate the insurance contract with immediate effect if the **Policyholder** or **Insured** has fraudulently obtained or attempted to obtain insurance benefits. The termination right expires if not exercised within one month from the date on which the **Company** becomes aware of the facts justifying termination.

2.10.2 The contract is void when, due to intentional breach of the reporting obligation when taking out the insurance, the risk assessment has been modified so that the **Company**, had it had knowledge of the undeclared circumstances, would have by no means insured the risk or would not have provided the insurance under the same conditions. The **Policyholder** is then obliged to refund the insurance benefits received. The **Company** is entitled to keep the premiums paid.

2.10.3 Where a breach of the reporting obligation is not intentional, the **Company** may, within one month from the date on which it came to its knowledge, propose amendments to the contract with effect from that date. The **Company** may terminate the contract if the proposed amendment to the contract is rejected by the **Policyholder** or if it is not accepted within one month of receipt of this proposal. If the **Company** proves that, in the event of a correct statement of risk, it would on no account have concluded the contract, it may terminate the contract within one month from the date on which it became aware of the breach of the reporting obligation.

2.10.4 When the unintentional breach of the reporting obligation can be blamed on the **Policyholder** and if a claim occurs before the contract amendment or termination of the contract has become effective, the **Company** is only required to provide its benefit proportionally to the premium paid and the premium that the **Policyholder** should have paid had it made a correct statement of the risk. If the **Company** can prove that on no account would it have insured the risk whose real nature emerged at the time

of the claim, its benefit in the event of a claim is limited to the refund of the premiums paid.

2.10.5 If, under an insurance contract covering several **Insured**, the conditions for termination concern only some of these people, the exercise of the right of termination may be limited to such persons.

2.10.6 The termination must be notified by registered post.

2.11 Domicile and correspondence

2.11.1 The **Policyholder** elects domicile at the address indicated in the **Specific Terms and Conditions**, unless the **Policyholder** has sent a written notification of their change of domicile to the **Company**. The notifications of the **Policyholder** to the **Company** should be sent in writing to the **Company**'s registered office. The **Policyholder** must immediately notify the **Company** of any change of domicile abroad.

2.11.2 During the contract period, the notifications of the **Company** shall be validly sent to the **Policyholder**'s domicile. If there are multiple **Policyholders**, each shall act on behalf of the other. Any communication of the **Company** addressed to one of them is valid with regard to all. They are also jointly and severally liable for obligations arising from the contract.

2.12 Changes to the Terms and Conditions of Insurance

2.12.1 With due consideration for the adequate safeguarding of the interests of the **Insured**, the **Terms and Conditions of Insurance** may be modified in the following cases:

2.12.1.1 in the event of a lasting change to the conditions of public health;

2.12.1.2 in the event of amendments to the laws underpinning the provisions of the insurance contract.

In these cases, the **Policyholder** is entitled to terminate the contract in accordance with 2.9.2.1. In the case of section 2.12.1.2, a change is permissible only insofar as it concerns the provisions relating to insurance cover, the obligations of the **Policyholder**, other causes of termination of the contract, declarations and notifications, and jurisdiction.

2.12.2 The new conditions shall come as close as possible in legal and economic terms to those that they replace. Also taking into account the existing interpretation of the

legal and economic point of view, they cannot disadvantage the **Policyholders** in a manner that is unacceptable.

2.12.3 The changes referred to in section 2.12.1 shall be notified to the **Policyholder** in writing at least three months before the beginning of the following insurance year and take effect at this time unless the terms and conditions need to be adapted earlier by virtue of a law.

2.13 Disputes

2.13.1 If, despite efforts by the **Company** to resolve problems that may occur during the course of the **insurance contract**, the **Policyholder** has not received a satisfactory response, they are invited to share their grievances with the **Company**'s General Management They may also take the matter to the insurance commissioner, the Commissariat aux Assurances (7, boulevard Joseph II, L - 1840 Luxembourg) or the mediation body established at the initiative of the Association of Insurance Companies (www.aca.lu) and of the Luxembourg Union of Consumers (www.ucl.lu) without prejudice to their right to institute legal proceedings.

2.14 Competent jurisdiction and applicable law

2.14.1 Any dispute between the **Policyholder** and the **Company** arising from the insurance contract comes under the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, without prejudice to the application of international treaties or agreements.

2.14.2 The contract is governed by the laws of the Grand Duchy of Luxembourg.

2.15 Severability

2.15.1 The invalidity of one or more of the provisions contained in these **Terms and Conditions of Insurance** shall not affect the validity of other provisions or clauses. In this case, the **Policyholder** and the **Company** shall adopt a legally valid replacement provision that comes as close as possible to the intention of the invalid provision.

"In case of litigation, the French version shall prevail against the English"

Addendum to insurance conditions

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

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

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

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

Clause 2: Conflicts of Interest

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

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

1) is different from the interest of the client

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

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

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

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

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

Clause 3: Payments, commission, and benefits

General principle

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

Commission and benefits

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

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

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

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

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

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

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

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

Clause 5: Personal Data Protection

The Data Controller

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

The processing of data of a personal nature or personal data

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

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

Data subjects

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

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

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

Categories of data of a personal nature

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

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

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

Purpose of and legal basis for the processing

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

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

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

Legal basis for processing:

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

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

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

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

Recipients or categories of recipients of data of a personal nature

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

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

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

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

Transfer of data outside the European Union

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

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

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

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

Subcontracting of certain processing operations abroad

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

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

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

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

External IT service providers

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

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

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

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

Register of personal data:

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

Duration of data retention

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

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

The rights of the data subjects

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

a. Rights of access and modification

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

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

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

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

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

b. Right to revoke consent

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

c. Right to be forgotten

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

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

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

d. Right to restriction of processing

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

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

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

e. Right to Data Portability

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

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

f. Exercise of Rights

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

Complaint

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

For further details, please contact your AXA adviser

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

AXA answers you on

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