



Retirement savings

Insurance conditions MySmartPension

October 2023



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Insurance conditions

1 Definitions

The following meanings apply under this **Policy**:

- **the Company:** the limited liability company AXA Assurances Vie Luxembourg, a Luxembourg life insurance company; 1 place de l'Etoile, L-1479 Luxembourg;
- **the Policyholder:** the person(s) who takes out the **Insurance Policy** and who is mentioned in the **Specific Conditions**;
- **the Insured:** the person with whom the risk rests, including the life and death cover, and who is mentioned in the **Specific Conditions**; **the Insured** is always **the Policyholder** under the **MySmartPension Policy**;
- **the Beneficiary:** the person(s) designated by the **Policyholder** as the beneficiary of the insurance cover, in the event of the survival of the **Insured** when the **Policy** matures and in the event of his death before the **Policy** expires;
- **the Premiums or payments:** the insurance **Premiums** paid by the **Policyholder**, including the entry costs and any tax;
- **investment vehicles:** the guaranteed rate **Fund(s)** and/or the unit-linked investment **Fund(s)** proposed **within the Policy** chosen by the **Policyholder** into which the **Premiums** paid to the **Policy** are invested;
- **guaranteed rate Funds** are insurance **Funds** where the assets are not hived off in the assets of the **Company**, which guarantees a return;
- **unit -linked investment Funds are investment Funds** that take the form of Undertakings for Collective Investment in Transferable Securities (UCITS). In this type of **Funds**, the investment risks are borne by the **Policyholder**, with the value of units of account remaining subject to upwards and downwards fluctuations of the financial markets;
- **the savings accumulated:** also called the **Policy** reserve. They are calculated per **Investment vehicle**. In a guaranteed rate **Fund**, they are formed by all payments net of entry costs and any tax, capitalised at the guaranteed rate in force on the payment date, with **Policy management fees** and any redemptions deducted. In a unit -linked investment **Fund**, they are determined by multiplying the number of units of account by its value on the calculation date. This number of allocated units comes from converting payments, net of entry costs and any tax, reduced, if appropriate, by management fees and any redemptions and arbitrages. The calculation of reserves for each **Investment vehicle** takes account of the collection of costs as provided for under Article 9 of these **Insurance Conditions**.

2 Contractual documents

2.1 The Policy

The **Insurance Policy**, hereafter called the **Policy**, comprises the following documents

- **the Insurance Proposal and its appendices:** document(s) whereby the **Policyholder** formulates his request for subscription, listing the characteristics of the **Insurance Policy**. It is filled in and signed by the **Policyholder** ;
- **Insurance conditions:** these rules governing the **Policy** and setting out the rights and obligations of parties;
- **Specific conditions:** the rules specific to the various investment formulas available under this **Policy**;
- **Specific conditions:** the nominative document issued by the **Company** in the name of the **Policyholder** in compliance with the **Insurance Proposal**, noting the issue of the **Policy** and setting out the **Specific Conditions** that govern it;
- the **Acceptance letter** to be returned signed; this formalises the agreement of the parties accompanying the **Specific Conditions** and listing all the documents making up the **Policy**;
- any **Annexes** communicated with the **Specific Conditions** and all subsequent Endorsements of any amendments made to the **Policy**.

2.2 Amendment to the policy

All amendments made to the **Policy** are confirmed by **Endorsements**.

3 Purpose of the Policy

MySmartPension is a retirement provision **Life insurance policy**, where the return is linked to changes in a guaranteed rate **Fund** and/or one or more unit-linked **Investment funds**.

In the event of the survival of the **Insured** when the **Policy** matures, **the Company** reimburses all the accumulated savings, either as a single sum, or as an annuity paid monthly (in arrears), as annual withdrawals or as a combination of those solutions, as chosen by the **Policyholder**.

Should the **Insured** die before the **Policy** expires, **the Company** pays the equivalent value of the accumulated savings to the **Beneficiary** nominated in the **Specific Conditions**.

MySmartPension is governed by Article 111bis of the law amended on 4 December 1967 on income tax. It is intended for **Policyholders** with tax domicile in Luxembourg, as well as crossborder workers residing in another European Union country who pay tax in Luxembourg on part of their income and who wish to take advantage of Luxembourg tax deductibility options.

4 Subscription

To take out the **Policy**, the **Policyholder** must fill in an **Insurance Proposal** and send it to **the Company**. This contains his subscription and other annexes necessary for taking out the **Policy**, accompanied by a certified copy of his valid identification document.

The **Insurance Proposal** does not commit the **Policyholder** or **the Company** to taking out the **Policy**; it is at the discretion of **the Company** to agree to or refuse the request. **The Insurance Proposal** does not give rise to immediate insurance cover

In terms of combating money laundering and financing of terrorism, **the Company** also has the right to reject the **Insurance Proposal** for its own specific reason, or to make its acceptance conditional on the production of additional documents. In this case, it must advise the **Policyholder** within thirty days of receipt of the subscription request.

When the **Insurance Proposal** is accepted, **the Company** will issue **Specific Conditions** listing the main characteristics of the **Policy**.

The **Specific Conditions** and their annexes are sent to the **Policyholder** by ordinary post accompanied by an acceptance letter formalising the agreement of the parties. The **Policyholder** is requested to return this letter to **the Company** duly signed. The date stated on the acceptance letter constitutes the date on which the **Policyholder** is advised that the **Policy** has been finalised; the thirty-day renunciation period starts to run from this date.

5 Effective date and duration of the Policy

5.1 Formation and effective date of the Policy

The **Policy is formed** when **the Company** receives the complete subscription package accompanied by payment of the first **Premium** (subject to actual collection) and 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.

The Company's acceptance of the **Policy** is shown by the issuing and signing of the **Specific Conditions** in which figure the Effective Date and the duration of the **Policy**.

5.2 Duration of the Policy

The **Policy** is taken out for a minimum of ten years and ends at the earliest when the **Policyholder** reaches the age of 60 and at the latest when he reaches the age of 75.

The effective **Expiry date** is set by the **Policyholder** on the date of subscription and is stated in the

Specific Conditions.

The **Policyholder** can at any time shorten or prolong the duration of this **Policy**, subject to compliance with the minimum and maximum age requirements and the minimum duration of ten years.

5.3 End of the Policy

The **Policy** ends on the day of its **Expiry date**. It may also end before the **Expiry date** should the **Insured** die prematurely or under certain conditions in the event of early reimbursement of the accumulated savings.

6 Renunciation of the Policy

The **Policyholder** can renounce the **Policy** by registered letter with acknowledgement of receipt or delivery by court bailiff sent to **the Company** within thirty days from the moment when he is advised of the conclusion of the **Policy**.

The renunciation releases the parties from any obligation in the future resulting from the **Policy** and takes effect at the time of the notification.

The **Premium** paid, having deducted any exchange charges, is reimbursed within thirty days from the receipt by **the Company** of the request for reimbursement accompanied by the **Specific Conditions**.

7 Payment of premiums

7.1 Annual savings plan and additional premiums

The **Policy** is fed by periodic **Premiums** payable, as chosen by the **Policyholder**, every month, quarter, six months or year, **within the limit of the annual deductibility ceiling in force (€3,200 since 1 January 2017)**. The **Insurer** reserves the right to impose minimum amounts based on the payment intervals adopted, which will then be stated in the **Policy Financial Information Note**.

The annual payment plan for **Premiums** (amount and frequency) is set by the **Policyholder** on the day the **Policy** is taken out.

The **Policyholder** may request at any time after the renunciation period and up to the annual deductibility limit in effect to alter the annual savings plan with a view to increasing the level of **Premiums** during the life of the **Policy** and to pay additional **Premiums**.

7.2 Premium payment methods

The first **Premium** is payable directly by bank transfer to **the Company's** account.

Subsequent **Premiums** are payable either by bank transfer (if applicable by standing order) or by direct debit, in which case subsequent **Premiums** will be taken by **the Company** directly from the Policyholder's bank account when each payment falls due.

7.3 Investment of the Premium

7.3.1 Acceptance

No premium can be invested by **the Company** before it has been accepted by the latter. The Company reserves the right to return the received funds in case of non-acceptance. During the **Policy**, the Company has the right to request additional information from the **Policyholder** for any operation carried out.

7.3.2 Choice of and distribution between the investment vehicles

The choice and rules for distributing the **Premium** between the investment vehicles depend on the **Policy's** investment formula and are described in the **Special Conditions** relating to each investment formula.

8 Investment vehicles

8.1 Type of investment vehicle

There are two types of investment vehicle available within the **Policy**:

- Guaranteed rate **Fund(s)**
- **Unit-linked Investment Fund(s)**

The Company reserves the right to limit the choice of unit-linked funds available in the **MySmartPension Policy**.

Guaranteed rate **Funds** are **Insurance Funds** where the assets are not hived off in accounting terms in the assets of **the Company**, which guarantees a return.

Unit-linked **Investment Funds** (or external **Funds**) take the form of Undertakings for Collective Investment in Transferable Securities (UCITS). They carry no guaranteed return from **the Company**.

In the guaranteed rate Funds, **the Company** guarantees for each payment, before deduction of management fees, the interest rate in force on the date of investment.

The Company reserves the right to close a guaranteed rate **Fund** at any time, by refusing new payments, if market conditions imply that new payments would endanger the current and actual returns of the **Fund**.

In this case, **the Company** advises **the Policyholder** by any means it chooses of the closure of the **Fund** and the options open to him.

In unit -linked **Investment Funds**, the investment risks are borne by the **Policyholder**, with the value of units of account remaining subject to upwards and downwards fluctuations of the financial markets.

8.2 Investment formulas

Separate investment formulas are proposed for each of the **Policy's** marketing networks. The formulas are mutually exclusive and can therefore not be proposed by intermediaries who are not the intended recipient of the investment formula.

The investment available under the **Policy** are detailed in the **Special Conditions** set out in the appendices to the **Insurance Conditions**.

8.3 Information on the investment vehicles

8.3.1 Unit-linked investment fund

The unit-linked **Investment Funds** proposed under this **Policy** are listed in the **Special Conditions**. This list may also simply be requested from **the Company**. The list is likely to be amended during the life of the **Policy**, in which case **the Company** will so advise the **Policyholder** by any means it chooses, mainly when one of the following events occurs:

- **the Company** adds new **Investment Funds** to the list of available **Funds**;
- the name of an **Investment Fund** is changed;
- an **Investment Fund** disappears (due to liquidation, merger or absorption);
- an **Investment Fund** is closed to subscriptions.

The **Policyholder** can receive, at his request and without charge, the following information for each **Fund** selected:

- the name of the **Fund** and any **Sub-Fund**;
- the name of the **Fund** or **Sub-Fund** management company;
- the investment policy of the **Fund**, including any specialisation in certain geographic or economic sectors;
- any indication that exists in the State of origin of the **Fund**, or failing that in the State of residence of the **Policyholder**, as to a classification of the Fund in relation to the risks or as to the standard investor profile;
- the nationality of the **Fund** and the competent prudential supervisory authority;
- whether or not the **Fund** complies with Directive 2009/65/EEC amended;
- the launch date of the **Fund** and its duration, if it is limited;
- the annual historical performance of the **Fund** for each of the last five financial years or failing that since the launch date;
- the location where the **Fund's** annual and half-yearly reports can be obtained and consulted;
- the publication methods for the **Fund's** inventory values;
- any restriction of the right of reimbursement of shares at first request.

At the time of the annual statement of progress in his **Policy**, the **Policyholder** may also receive without charge, if he so requests, an up-to-date version of this information; he may especially

request to be advised of the latest annual performance of the **Funds** underlying his **Policy**.

To this end, for every existing **Investment Fund** or fund proposed subsequently, **the Company** holds available to the **Policyholder** the Key Investor Information Document (KIID) providing information on the main characteristics of the **Fund**.

8.3.2 Guaranteed rate fund

The **Policyholder** can receive, at his request and without expense, the following information for the guaranteed rate **Fund** in which he wishes to invest:

- the investment policy of the **Fund** including any specialisation in certain geographic or economic sectors;
- the **Internal Fund** launch date and if appropriate its closing date;
- the annual historical performance of the **Fund** for each of the last five financial years or failing that since the launch date;
- any applicable management fees.

Information on the guaranteed rate **Fund** is given in the **Fund Management Rules**, available upon request.

8.4 Closing a Fund

8.4.1 Closing a unit-linked external fund

If **the Company** was to decide to suspend or terminate the marketing of an external **Fund**, or if an external **Fund** had just been closed or been liquidated, absorbed or merged, **the Company** will so advise the **Policyholder** by setting out the options available to him:

- settle without costs on an external **Fund** with similar investment policy and loadings level;
- settle without costs on a monetary-type external **Fund**;
- settle without costs on any other external **Fund** available under the **Policy**;
- terminate the **Insurance Policy** without costs.

Without a reply from the **Policyholder** within two weeks of this letter being sent, **the Company** will settle without costs on a monetary **Fund**.

8.4.2 Closing a guaranteed rate fund

The Company furthermore reserves the right to close a guaranteed rate

Fund. In this case, **the Company** advises the **Policyholder** of the options open to him:

- settle without costs on another guaranteed rate **Fund**, if one is proposed;
- settle without costs on a monetary-type **Investment Fund**;
- terminate the **Insurance Policy** without costs.

Without a reply from the **Policyholder** within two weeks of this letter being sent, **the Company**

will settle without costs on the new guaranteed rate **Fund** if proposed and failing that on a monetary type **Investment Fund**.

9 Costs applicable to the Policy

9.1 Entry costs

The entry costs are a maximum of 4% of the amount of every **Premium** paid.

9.2 Policy management fees

The management fees applicable to the **Policy** amount to 1% maximum (0.6% maximum for the AXA Pension Serenity fund) per year of the value of the savings recorded under the **Policy**.

When the savings are invested in a guaranteed rate **Fund**, the fees are calculated and taken every day from the savings invested in the guaranteed rate **Fund**.

When the savings are invested in one or more unit-linked **Investment Funds**, the fees are calculated and taken on every listing date of the **Investment Fund** in question, by reducing the number of units of account.

The Company has the right to alter the management costs every five years if they are not enough to cover the management and administrative costs relating to the **MysmartPension** policies. In such a case, **the Company** will so advise the **Policyholder**, giving reasonable notice before the entry into force of the new pricing structure.

Where the **Policyholder** refuses the announced alteration, he will then have the option of surrendering his **Policy without costs**, provided that he submits his request before the entry into force of the pricing alteration. The alteration will be considered as agreed failing a reaction from the **Policyholder** during the notice period preceding the entry into force of the alteration.

9.3 Surrender costs

A surrender indemnity equal to 5% of the surrendered value will be taken in the event of total surrender occurring before the **Policyholder** has passed his fiftieth birthday. This indemnity will then be reduced by 0.5% per year with effect from age 50 and until the **Policyholder** has passed his sixtieth birthday.

No indemnity will be levied in the case of surrender after the sixtieth birthday of the **Policyholder**, or when the surrender operation is justified by the occurrence of one of the following events after the **Policy** was taken out (see Article 11.2.3 of the **Insurance Conditions**):

- In case of serious illness or invalidity of the **Policyholder** causing a minimum of 50% stoppage of his professional activity

9.4 Arbitrage costs

When authorised, each arbitrage incurs costs set at 0.5% of the transferred amount. Nevertheless, the **Policyholder** can settle free of charge once a year.

10 Investment in the Funds

10.1 Investment in the guaranteed rate Fund(s)

The **Premium** is invested in a guaranteed rate **Fund** on the second working day following definitive receipt of the payment to **the Company's** bank account. Each **Premium**, after deduction of entry costs, benefits from the interest rate in force at that time.

The interest rate applied to each **Premium** is the one in force on the day the Premium is paid. Each payment, after deduction of entry costs and any tax shall attract the rate of interest in effect at that time. The interest rate for a payment shall be guaranteed until 1 January of the eighth calendar year from that of the payment. Then, during consecutive eight-year periods, the interest rate applied to this payment shall be the one in effect on 1 January at the start of each period.

The savings constituted in a guaranteed rate **Fund** are formed by all **Premiums**, net of entry costs and any tax, capitalised, with **Policy** management costs and any surrenders deducted. **The Company** undertakes furthermore to distribute and allocate as profit sharing a determined share of profits achieved by the guaranteed rate **Fund**, as described in the **Fund management regulations**. This issuance assumes that the **Fund's** operations are profitable.

10.2 Investment in the unit-linked Investment Funds

The **Premium** is theoretically invested in a unit-linked **Investment Fund** on the first working day, subject to the listing of the **Fund** in question, following definitive receipt of the payment to **the Company's** bank account.

The Company converts every **Premium** paid, after deduction of entry costs and any tax, into number of units of account representative of the shares of the selected **Investment Fund(s)**.

The value of the unit of account retained will be the one corresponding to the asset value of the share of the **Fund** available on the day on which the **Premium** is invested.

The value of the savings invested in a unit-linked **Investment Fund** is equal to the equivalent value in euros of the number of units of account representative of the shares in the **Fund** on the calculation date.

11. Valuation and availability of the savings

11.1 Valuation of the Policy

The **Policy** is valued every day based on the most recent **Net asset value** known for the selected **Investment Funds** and on the capitalised value on this date of the savings invested in the guaranteed rate **Fund**.

11.2 Surrender

11.2.1 Partial surrender

The partial surrender of the **Policy** is not permitted.

11.2.2 Total surrender - Principle

Except in the exceptional cases listed below, the total surrender of savings accumulated under the **Policy** may not take place without fulfilling both conditions for the expiry of the **Policy**: the minimum age of 60 of the **Policyholder** and the lapse of the minimum **Policy** subscription period of ten years.

11.2.3 Early reimbursement due to serious illness or invalidity

By derogation to the general principle, total early reimbursement before expiry of the **Policy** or before the minimum ten-year period has elapsed, can exceptionally be authorized without costs for reasons of serious illness or invalidity of the **Policyholder**, which results in at least 50 percent of his or her professional activity being terminated.

The procedures for early reimbursement of the accumulated savings due to serious illness or invalidity should meet the same conditions as reimbursement at the normal **Expiry of the Policy**. (see Article 12)

The **Policyholder** should submit to **the Company** probative documents certifying the state of serious illness or invalidity (according to medical certificate, invalidity annuity payment certificate, etc.), which results in at least 50 percent of the **Policyholder's** professional activity being terminated.

Caution:

Early reimbursement may not be invoked when the serious illness or invalidity of the **Policyholder** dates to before the taking out of the **Policy**.

11.2.4 Reimbursement rules

When permitted, the request for total surrender is based on the form available from **the Company** dated and signed by the **Policyholder**, accompanied by a photocopy of his valid identity card or passport and complying with all the requirements set out on the form.

The date retained to calculate the surrender value of the savings invested in the guaranteed rate **Fund** is the day on which **the Company** receives the surrender request. The savings accumulated on this date are therefore totally divested.

The value of the unit of account retained to calculate the surrender value of the savings invested in the unit-linked **Investment Funds** corresponds to the initial net asset value of the **Fund(s)** in question available after the date on which **the Company** receives a surrender request duly completed. The savings constituted at this date are totally divested.

Caution:

no request for early reimbursement, for whatever reason, may not be converted into life annuity nor into periodic redemptions, but only into a single payment.

11.3 Arbitrage

The rules of arbitrage between the **Policy's** investment vehicles are described in the **Special Conditions** relating to each investment formula.

11.4 Advance

The **Policy** does not allow advances.

11.5 Transfer of rights, pledge, delegation of debt

The **Policy** cannot be the subject of any transfer of rights. Nor can it be promised, pledged or be the subject of a delegation of debt to serve as a financial guarantee for a third party.

12 Benefits

12.1 If the Insured is living when the policy expires :

On the expiry date of the **Policy**, **the Company** reimburses to the designated **Beneficiary** all the accumulated savings, either as a single sum, or as a life annuity paid monthly, or as annual withdrawals or as a combination of these options, as chosen by the **Beneficiary**.

The value of the accumulated savings on **the Expiry** date is halted:

- For savings invested in the guaranteed rate **Fund**: the day on which the **Policy** expires;
- For the savings invested in the unit-linked **Investment Funds**: the first day of available listing fixing the asset value of the **Fund(s)** in question following the **Expiry** date of the **Policy**.

The savings accumulated on the expiry date are, with effect from this date, totally divested.

When the benefit has to be paid totally or partially as a life annuity, it is calculated on the basis of tariffs in force on the **Expiry** date of the **Policy**; these will be communicated to the **Beneficiary**.

When the **Beneficiary** opts for payment of a life annuity, he can choose reversion of the annuity to his surviving spouse, which means that in the event of the **Beneficiary's** death after the **Policy** matures, the amount of the annuity is paid out to his spouse as long as he/she is living. This

option is only possible for married couples taxed jointly.

When the savings is reimbursed in form of annual withdrawals, a minimum amount of 5,000 (five thousand) euros must be respected.

12.2 If the Insured dies before the policy expires

In the event of the death of the **Insured**, the **Company** pays the designated **Beneficiary** an amount equal to the accumulated savings halted:

- For savings invested in the guaranteed rate **Fund**: on the next working day after receipt by the **Company** of a letter announcing the death;
- For the savings invested in the unit-linked **Investment Funds**: the first day of available listing fixing the asset value of the share of the **Fund(s)** in question following the date of reception by the **Company** of a letter announcing the death.

The death certificate (or a certified copy) is sent to the **Company** as valid notification of proof of the death of the **Insured**. It is recommended to send this by registered post.

The savings accumulated at this date are totally divested. The **Company** cannot be held liable for any drop in return of investment vehicles likely to occur between the death of the **Insured** and its effective notification to the **Company**.

12.3 Benefit payment methods

At the expiry date of the **Policy** (or the surrender date if appropriate): In case of the death of the **Insured** before the expiry date of the **Policy** or in case of death of the **Insured** during the execution period of the life annuity (in case of reversion of the benefit to the spouse), the **Company** reserves the right to request all documents it deems necessary to establish the right to the benefit.

During execution of the life annuity:

The **Beneficiary** of the annuity is required to send to the **Insurer** every year a document proving that he is still living. Failing that, the payment of the annuity will be suspended until the **Company** receives this proof.

13 Beneficiaries

13.1 Beneficiary in case of survival

The **Beneficiary** of benefits when the **Policy** expires is the **Policyholder**.

13.2 Beneficiary in case of death

The **Policyholder** can designate one or more **Beneficiaries** in the event of death.

The **Policyholder** can alter the beneficiary clause by a written request. Note that it is not permitted to accept the benefit of the **Policy** under this **Policy**.

14 Retirement Savings insurance's tax regime

14.1 Taxation of benefits

The **Policy** is taken out for a minimum of ten years. It provides for the payment of benefits stipulated in the Specific Conditions, at the earliest when the **Policyholder** reaches the age of 60 or the age of 75 at the latest, in the conditions provided for under Article 111bis LIR.

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

- the reimbursement as capital or annual withdrawals is considered as miscellaneous income (Article 99 no. 4 LIR). It is taxed at half the overall rate (Article 131(1)(c) LIR)
- the life annuity benefits from 50% exempt from tax (Article 115(14a) LIR). The other half of the life annuity is taxable at the normal rate as income from pensions or annuities (Article 96 LIR).

The benefits paid to a **Beneficiary** who is not a resident are taxable in his country of residence. Cross-border workers are advised to contact their normal advisor to determine whether they can benefit from the conditions of Article 157 ter LIR.

14.2 Taxation of the early surrender

Surrender is deemed to be early when it takes place before the **Policyholder** reaches the age of 60 or before the minimum subscription period of ten years has elapsed. These conditions are cumulative.

The early surrender of the accumulated savings for reasons other than the serious illness or invalidity of the **Policyholder** makes the entire benefit taxable in the taxation year during which the payment was made. The amount reimbursed will be deemed to be miscellaneous income (Article 99(5) LIR) taxable by application of the normal tax rate.

Payments deducted previously become taxable at the normal tax rate as miscellaneous income, in the taxation year during which the payment was made.

When the early reimbursement occurs due to invalidity or serious illness of the **Policyholder**, which results in at least 50 percent of his or her professional activity being terminated the reimbursement of the accumulated savings is taxed at reduced rate in the same conditions as those set out in the event of payment of the benefit when the **Policy expires**.

15 Exchange of tax information

15.1 FATCA- Identification of “US Persons”

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

When taking out the **Policy**, the **Policyholder** should, for this purpose, fill in and sign the specific Annex to the **Insurance Proposal** allowing **the Company** to detect the signs of American affiliation relating to the **Policyholder**.

Where signs of American affiliation exist, **the Company** will review the **Policyholder’s** situation in greater depth. If appropriate, the **Policyholder** will be invited to provide additional documents and complete the appropriate form required by the competent tax authorities.

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

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

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

In accordance with the applicable legislation and the intergovernmental agreement signed with Luxembourg, the **Policyholder** is advised and agrees that if **the Company** identifies the status of US Person or an unjustified sign of American affiliation, **the Company** communicates the identity of the **Policyholder** every year to the Luxembourg tax authorities, which sends it on to the competent American tax authority, along with the details of assets and income held with **the Company**.

The Company reserves the right to request at any time any additional document to ensure the status of the **Policyholder**.

15.2 Common Reporting Standards (CRS)

Under initiatives taken within OECD in terms of exchange of tax information and the introduction by Luxembourg of rules and procedures for automatic exchange of information organised by

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

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

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

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

15.3 General warning

By taking out the **Policy**, the **Policyholder** generally agrees that the **Company** may be required to communicate personal information to the Luxembourg tax authorities and/or competent foreign tax authorities in relation to the **Policy** taken out, when such a communication is the result of a legal obligation or the application of a European or international agreement or convention binding on Luxembourg.

The refusal or objection of the **Policyholder** to the execution by the **Company** of its mandatory declarations would constitute a reason for immediate termination of the **Policy**, without the possibility of holding the **Company** liable for any potentially resulting damage consequences.

16 Right of termination by the Company

When taking out the **Policy**, the **Policyholder** must declare exactly the circumstances constituting risk assessment elements for **the Company**.

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

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

17 Information and correspondence

Any communication from the **Policyholder** to **the Company** should be sent in writing to **the Company's** head office. The domicile of the **Policyholder** is elected automatically at the address stated in the **Specific Conditions**.

The **Policyholder** must advise **the Company** in writing of any change of address or tax residence as quickly as possible.

The Company cannot be held liable for any fault or delay in executing a request or payment for a benefit, when this fault or delay is due mainly to an illegible or incomplete request or when it is caused by the intermediary mandated by the **Policyholder**.

Once a year, the Company sends the **Policyholder**:

- A tax certificate stating the total amount of **Premiums** paid in the taxation year;
- A statement with the effective date of the **Policy** and the amount of accumulated savings as at 31 December of the year elapsed. This communication takes place at the start of the next year.

18 Bank charges

Charges relating to the transfers of sums between **the Company's** bank accounts and those of the **Policyholder** or the **Beneficiary** are paid by the **Policyholder** or the **Beneficiary** respectively.

19 Disputes and mediation

If, despite the efforts made by **the Company**, the **Policyholder** wishes to formulate claims that have not received a satisfactory response from his usual contacts (intermediaries, **Company's** sales or administrative staff), he is asked to submit his grievances in writing to **the Company's** General Management.

He can also contact the Insurance Supervisory Authority (Commissariat aux Assurances) or the mediation body instituted on the initiative of the Association of Insurance Companies (www.aca.lu) and the Luxembourg Consumer Union (www.ulc.lu) without prejudice to the possibility of taking legal action.

20 Applicable law and competent jurisdiction

The **MySmartPension** is theoretically governed by Luxembourg law, save in cases where it is taken out by a person resident in a country other than Luxembourg, in which case the **Policy** will be governed by the law in the State of engagement, i.e. the State in which the **Policyholder** has his main residence when taking out the **Policy**.

The Courts of and in Luxembourg are theoretically alone competent to hear the disputes over the **Policy**, without prejudice to the application of international treaties and agreements.

21 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.

22 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.

23 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.

24 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 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.

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.

25 Complaints

Any complaint regarding the processing of personal data can be sent to the **Commission Nationale sur la Protection des Données Personnelles (CNPD)**.

For further details, please contact your AXA adviser

AXA answers you
on

