

SUMMARY OF THE GENERAL CONDITIONS – ‘ASTARTE’ DEATH FROM ACCIDENT/ILLNESS COVER

Group contract No. CGUF09PAH00097 subscribed by Association Schetland for its members aged between 18 and 65

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ARTICLE 1 – INTRODUCTION

Insurer:

COOPER GAY FRANCE SASU acting in accordance with binding authority B0738BV00030D on behalf of syndicates of LLOYD'S OF LONDON for Death by any cause KLS 0308 – 100% and for the other cover KLN 0510 – 50%, ROC 1200 – 50%

In the event of a request for amendments or for information in relation to the contract, or in the event of a claim, a letter should be sent to the holder of the binding authority at the following address: COOPER GAY FRANCE SASU, 24 rue Mogador, 75009 Paris, France.

Subscriber:

Association SCHETLAND.

Intermediary:

AMARIZ LIMITED, Imperial House, 1 Harley Place, Bristol, BS8 3JT, United Kingdom.

Insured:

All persons having completed the application form and mandatorily:

- fulfilling the medical conditions (negative reply to the three medical questions) and age criteria (see below) and
- having paid the premium to AMARIZ LIMITED.

Age limits:

Persons under 18 years of age and, unless agreed otherwise, over 65 years of age cannot be insured. This contract therefore expires for any insured person at the annual renewal date following his/her sixty-fifth birthday.

Beneficiaries:

In the event of death, benefits are paid to the Insured's spouse, failing this to his/her living or represented children, and failing this to his/her heirs.

Contractual Benefit Limit:

In the event of a claim, the total amount of benefits payable under this contract can under no circumstances exceed, for all cover combined, the Contractual Benefit Limit hereafter:

- Per person 100,000 €

Duration of the Contract:

The policy was taken out on the 01/06/2009 for 365 days. This contract is subscribed for a one-year period and is renewable tacitly, unless either of the parties cancels it in accordance with the conditions of the contract, giving 2 month's notice before the renewal date.

Memberships can start during the course of the year, but will be automatically renewed at the annual renewal date, i.e. on the 1st of June.

Territorial Limits:

All accidents and illnesses are covered throughout the whole world, with the exception of the exclusions listed hereafter.

ARTICLE 2 – BENEFITS AND SUB-LIMITS

Cover is valid **outside work 24 hours a day as well as while at work**. Benefits payable by the Insurer will not exceed the amounts indicated above per claim and per year, nor the amounts per person listed hereafter:

Benefit	Capital
Death following an Accident	100,000 €
Death following an Illness	100,000 €

Waiting Period:

There is a 30-day waiting period from the date of initial membership for Death by Illness cover.

Declarations – Obligations:

If the Insured has not informed the Insurer and obtained their acceptance regarding a disability or an illness which he/she suffered from or could have known about before cover inception, no benefits will be paid if the Insured sought advice, was diagnosed, had received treatment, had consulted or had been nursed before the date of inception of cover. No benefits will be due for an accident which could have resulted from the aforementioned disability or illness.

ARTICLE 3 – GLOSSARY

Accident: Any bodily injury resulting from a sudden and unforeseen action from an external cause and not resulting from an intentional act on the part of the Insured or of the beneficiary, diagnosed by a qualified medical doctor, consultant or specialist and preventing the Insured from working. This definition is extended to include illnesses which result from this injury. **The following are excluded:** *Illnesses, sunstroke or congestion, bodily injuries resulting from illnesses such as epilepsy, aneurysms, attacks of apoplexy, paralysis or delirium tremens, mental insanity, diseases of the brain and the spinal cord, deafness and blindness, cardio-vascular accidents, pulmonary affections, choking on food, insect bites and stings.*

Year of Insurance: Period of twelve consecutive months between two annual renewal dates of the contract. However, if the date of inception of the contract, or the date of its expiry, or the date of its cancellation does not coincide with an annual premium, the year of insurance shall be conventionally considered to be the period between:

- either the date of inception of the contract and the annual renewal date of the contract,
- or the last annual renewal date of the contract and either the date of expiry of the contract or the date of its cancellation.

Insurer: Certain Syndicates of Lloyd's of London through Cooper Gay France SAS, 24 rue Mogador, 75009 Paris. The subscribers of Lloyd's of London, represented by their General Representative (Lloyd's France SAS, 4 rue des Petits Pères, 75002 Paris), accept the jurisdiction of the French Courts: they renounce any right to appeal before the British Courts.

Beneficiary: The person to whom the benefits are paid in the event of a claim.

Partner: The non-divorced or non-separated wife or husband of the deceased, the common-law spouse of the Insured or partner linked under the *Pacte Civil de Solidarité* (PACS) system, or a person able to prove that he/she was living with the Insured for a minimum of 6 months prior to the insured event.

Annual renewal date: The date which marks the beginning of each annual period of insurance.

Exclusion: What is not covered by the contract of insurance.

Benefit: Payment made by the Insurers following a claim in performance of the contract. According to the type of cover, the benefit is paid either to the Insured or to the beneficiaries.

Illness: Any deterioration in health diagnosed by a qualified medical doctor, consultant or specialist, preventing the Insured from working, and necessitating a medical prescription. **The following are excluded:** *incidents linked to pregnancy as well as abortions, sexually-transmitted diseases and illnesses linked to the HIV virus.*

Nullity of the contract: The contract is considered to never have existed. Following a misrepresentation or an intentional omission on the part of the Insured, the Insurer can consider the contract null and void and, in accordance with Article L113-8 of the *Code des Assurances*, the Insurer has the right to keep the premium by way of damages.

Limitation: Expiration of the right, as much for the Insurers as for the Insured, to take legal proceedings in respect of all actions deriving from the insurance contract once a certain period of time has passed, the starting point and the two-year length thereof are laid down by Article 114-1 of the *Code des Assurances*.

Claim: All the losses suffered as a consequence of the same generating event, which can invoke the Insurer's cover.

Suspension:

The cover provided by the contract is suspended automatically while the Insured is doing military service or undertaking a period of military reserves training of over one month.

Disappearance Clause:

If the Insured's body has not been found following an aviation accident, a shipwreck, the destruction of a means of public transport or the disappearance of the means of public transport used, and if no news has been received of the Insured, the other passengers or the crew/staff within two years, it will be presumed that the Insured will have died as a result of this event. The capital sum can be paid at the end of this two-year period on presentation of an adjudication of death.

ARTICLE 4 – COVERED RISKS

In the event of death from Accident

If the Insured dies within 12 months of the accident, the Insurer will pay the capital sum to the beneficiary.

In the event of death from Illness

If the Insured dies from an illness during the contract period, the Insurer will pay the capital sum to the beneficiary.

ARTICLE 5 – EXCLUSIONS

The Insurer does not cover the consequences of certain events in order to conform with the *Code des Assurances* as well as in the interests of law and order: these are absolute exclusions. Other events are not covered: these are relative exclusions.

1 – Absolute Exclusions

- 1.1 – accidents and illnesses caused intentionally by the Insured or by the beneficiary of the contract.
- 1.2 – suicide or attempted suicide on the part of the Insured, accidents and illnesses caused by his/her use of narcotics or drugs which are not medically prescribed.
- 1.3 – accidents and illnesses resulting from a state of drunkenness on the part of the Insured in excess of 1.2 grams of alcohol per litre of blood, reduced to 0.5 grams of alcohol per litre of blood when the Insured is driving a vehicle.
- 1.4 – accidents and illnesses resulting from the active participation of the Insured in a fight, unless in legitimate defence, in an intentional crime or offence, in a riot, in a mass movement, in an act of terrorism or of sabotage.
- 1.5 – accidents and illnesses resulting from earthquakes, volcanic eruptions, floods, avalanches and other cataclysms.
- 1.6 – accidents and illnesses resulting from any consequences of the disintegration of the atomic nucleus, whether they be direct or indirect.
- 1.7 – accidents and illnesses resulting from a nuclear, biological or chemical contamination following an act of terrorism.
- 1.8 – the consequences of a medical or surgical act, unless proof is provided that the loss resulted from faulty equipment or from an error on the part of the medical personnel which prevented the act being carried out normally, or if death occurs during an operation which is directly necessitated by the consequences of an accident which occurred less than 12 months previously.
- 1.9 – accidents and illnesses resulting from the Insured handling a firearm.
- 1.10 – nervous or mental illnesses such as nervous breakdowns, neurasthenia, neurosis, psychosis, overwork and epilepsy.
- 1.11 – medical and surgical expenses incurred for cosmetic purposes.
- 1.12 – expenses relating to hydrotherapy, heliotherapy, vaccinations, prosthesis, devices, glasses and contact lenses.
- 1.13 – sexually-transmitted illnesses, venereal diseases or acquired immunodeficiency syndrome (AIDS), as well as all of the symptoms linked to these illnesses (aids related complex) or human immunodeficiency virus (HIV) and all other names, however they were transmitted.

2 – Relative Exclusions

- 2.1 – accidents and illnesses caused by foreign war (the onus is on the Insured to prove that the loss is not caused by war), by civil war (the onus is on the Insurer to prove that the loss results from this).
- 2.2 – the use of a motorcycle or sidecar of 125 cc or more.
- 2.3 – participation in competitions involving the use of motor vehicles as a hobby as well as preparatory trials thereto.
- 2.4 – the practice of any sport in a professional capacity.
- 2.5 – the practice of the following sports as a hobby: boxing, karate and all combat sports, rugby, hockey, climbing, hunting and diving using breathing equipment, alpine or water ski-jumping, jumping from a springboard, aerial sports.
- 2.6 – the practice of aerial navigation unless the Insured is a passenger on a plane or helicopter from an air transport company authorised for the public transport of travellers.
- 2.7 – no benefits will be paid to the beneficiaries in the event of a loss originating from a degenerative pathology, following mechanical wear or overwork of a muscular, tendinous, cartilaginous, ligamentous or capsular origin generally, and particularly any vertebral pathology (lumbar, dorsal and cervical).

ARTICLE 6 – OBLIGATIONS OF THE INSURED

Declarations on Conclusion of the Contract and during the Course of the Contract:

I. On conclusion of the contract

The Insured must:

- a) give precise answers to the questions posed by the Insurers, particularly on the application form where he/she is asked to provide information which will enable the Insurer to assess the risks they are taking on.
- b) declare the existence of other contracts taken out with other insurers covering the same risks for a same interest (simultaneous insurance referred to in Article L 121-4 of the *Code des Assurances*).
- c) the Insured must declare all information known to him/her which will enable the Insurer to assess the risks they are taking on, in particular: the Insured's occupation, the dangerous activities he/she carries out, the sports that he/she participates in, any permanent disability he/she may be suffering from and the resulting degree of disability notified by a qualified medical doctor, consultant or specialist.

II. During the course of the contract

The Insured must:

- a) inform the Insurer if he takes out any other contracts covering the same risks for a same interest with other insurers (simultaneous insurance referred to in Article L 121-4 of the *Code des Assurances*), and immediately give each insurer details of the other insurers.
- b) declare to Insurers the recovery or winding up of the Insured by the decision of the court, within two weeks of the date of the ruling.

ARTICLE 7 – CANCELLATION OF THE CONTRACT:

I. Circumstances under which the contract can be cancelled:

The contract can be cancelled before its normal date of expiry under the circumstances listed hereafter and in accordance with the conditions stipulated by current legislation.

1. By the Insured or the Insurers:

If one of the following events occurs (for Insureds who are physical persons) and where the covered risks are directly related to the previous situation and do not exist in the new situation:

- change of address,
- change of marital status,
- change of profession, retirement or ceasing trading definitively.

Notice of cancellation must be sent by recorded delivery letter with advice of delivery:

- on the part of Insurers, within three months of the date on which they received notice of the event by recorded delivery letter with advice of delivery,
- on the part of the Insured, within three months of the date on which the new situation arose. However, the starting point of this time period is determined as:
 - the day following retirement or ceased trading,
 - or if the event is linked to a court decision, the date on which it becomes enforceable (Article R-113-6 of the *Code des Assurances*).

Cancellation takes effect one month after the other party to the contract has received notification thereof.

The recorded delivery letter notifying cancellation to the other party should indicate the nature and the date of the cited event as well as any further information establishing that the cancellation is directly related to the said event. Moreover, the Insured should enclose the following with his/her letter of notification:

- in the event of marriage or death, a marriage or death certificate or a *fiche d'état civil*,
- in the event of a change in marital status, a copy of the enforceable court decision pronouncing or validating the change or a signed document from the solicitor who received the official documents.

3. By the Insurers:

A. In the event of non-payment of premiums

The Insurer has the right to cancel ten days after the thirty-day period referred to in Article 8 hereafter. Cancellation can be notified to the Insured either in the recorded delivery letter referred to in Article 8 or in a second recorded delivery letter sent to the Insured. In the first instance, cancellation only takes effect if the premium, or part-premium, is not paid within forty days of the recorded delivery letter being sent. In the second instance, cancellation takes effect on the date of sending of the second recorded delivery letter, provided that the premium, or part-premium, has not been paid prior to the said letter.

B. In the event of worsening of the risk during the course of the contract

If the Insurers propose a new premium rate and if the Insured does not reply or expressly refuses it within 30 days of the proposition, the Insurers can cancel the contract at the end of this time period, provided that this option was clearly indicated in the proposition letter. If some or all of the Insurers choose to cancel the contract, cancellation will take effect ten days after the Insured has been notified.

C. In the event of the Insured making an omission or inaccurate statement relating to the risk on conclusion of the contract or during the course of the contract (not made in bad faith and noticed before a claim), the Insurers shall proceed as indicated in point 3-B above.

D. After a claim

The cancellation of the contract, by some or all of the insurers, takes effect one month after the Insured has been notified. The latter thus has the right to cancel, in accordance with point 4-C hereafter, the other contracts he/she has taken out with the Insurers who have exercised their cancellation right, and only to the extent of their participation in these other contracts.

4. By the Insured:

A. In the event of improvement in the risk during the course of the contract if the Insurers do not allow a corresponding premium reduction. Cancellation takes effect thirty days after notifying the Insurers.

B. In the event of winding up a business or dissolution of a company.

C. In the event of cancellation of another of the Insured's contracts after a claim by some or all of the Insurers, but only to the extent of the participation of those Insurers in this contract. This contract can only be cancelled within one month of the Insured being notified of the cancellation of the other contract further to a claim. Cancellation takes effect one month after notifying Insurers.

D. In the event of a request to transfer the business to another Insurer, approved by the administrative authorities. The Insured has the right to cancel within one month of the notice of the transfer request being published in the *Journal Officiel*.

5. Automatically

A. At the annual renewal date following the Insured's sixty-fifth birthday. However, if the contract covers several insured persons, automatic cancellation only applies to those persons who have reached the age of sixty five. Cover will remain in force for the others.

B. In the event of one of the Insurers losing their licence or being wound up, to the extent of their personal participation in the contract.

Cancellation takes effect at midday on the fortieth day after publication of the Ministry of the Economy and Finance's or the Insurance Regulatory Body's decision in the *Journal Officiel* to withdraw the licence. Premiums overdue before the date of publication of the decision to withdraw the licence in the *Journal Officiel* are due to the Insurer in their entirety, but the Insurer has only definitively earned premiums in proportion to the time on risk up until the date of cancellation. Premiums falling due between the date of the decision to withdraw the Insurer's licence and the date of automatic cancellation are only payable proportionally to the time on risk.

II. Notification of cancellation

Subject to the specific conditions indicated in point I. above, the party wishing to exercise their right to cancel the contract can do so as follows:

1. Cancellation by the Insured, the heir or the purchaser:

When the Insured, the heir or the purchaser are entitled to cancel the contract, they have the choice of doing so by recorded delivery letter, by statement made against receipt at the Insurer's head office or their regional representative, by extrajudicial deed, or by any other means indicated in the contract.

2. Cancellation by the Insurers:

Under all the circumstances that the Insurer is entitled to cancel the contract, notification of cancellation should be made to the Insured by recorded delivery letter sent to his/her last known address.

III. Notice period

Subject to the specific conditions indicated in point I. above, the notice period starts from the date of the postal stamp on the recorded delivery letter notifying cancellation.

IV. Premium refunds - cancellation

In the event of cancellation during the course of the contract, the Insurers must reimburse to the Insured the portion of the premium corresponding to the time not on risk, to be calculated from the date of cancellation, except in the event of cancellation following a claim, where the Insurer is entitled to keep all of the premium. Where the Insurers cancel the contract for non-payment of the premium, they are entitled to keep the remainder of the annual premium after the date of cancellation.

ARTICLE 8 – PREMIUMS

Non-payment of premiums

If a premium, or part of a premium, is not paid within ten days of its due date, the Insurers (irrespective of their right to pursue the matter in the courts) can send a recorded delivery letter to the Insured or the person responsible for paying the premiums to his/her last known address, with advice of delivery if this address is outside metropolitan France. If the premium or part-premium due is not paid within thirty days of the date of posting of the recorded delivery letter, or for letters sent to an address outside metropolitan France within thirty days of the date of delivery indicated on the advice of delivery, cover is automatically suspended. After a further ten-day period has passed, the Insurers have the right to cancel the contract. If the outstanding premium or part-premium is subsequently paid, the suspension ends and cover is reinstated at midday the day following the date of payment.

Review of premiums

If the Insurer modifies the rating schedule applicable to the risks covered by this contract, the premium will be adjusted accordingly at the renewal date. The Insured thus has the option, in the event of a premium increase, to cancel the contract within two weeks of the date on which he/she became aware of the new premium; the cancellation will be effective one month after the date of posting of the recorded delivery letter or after declaration made to the Insurer against receipt.

ARTICLE 9 – CLAIMS

Obligations in the event of a claim

In the event of a claim, the contracting party, the Insured or the beneficiary must:

- make a claim to the Insurer. This claim must be made within one week of his/her knowledge of the loss, on pain of forfeiture if the Insurer establishes that the delay in the making of the claim has been to their detriment, except for acts of God. It should include the surname, first name, age and address of the Insured, the date, the place and the circumstances of the accident or the start date and the nature of the illness.

- prove that the loss declared did indeed result from an accident or illness covered by the contract.
- provide documentary evidence from a qualified medical doctor, consultant or specialist and, in the event of death, the medical certificate indicating the causes of death, the official death certificate,
- grant the Insurer's designated doctor free access to the Insured and allow his/her condition to be checked, unless justifiably opposed.

In the event of a disagreement, the dispute is submitted to an expert for investigation.

Sanctions

Even if they would have had no effect on the claim:

- any concealment or intentional misrepresentation is sanctioned by nullity of the contract according to Article L 113-8 of the *Code des Assurances*

• any inaccuracy in the statements in the event of a claim, made in good faith by the Insured, is sanctioned by a reduction in the amount of the claim payment, in proportion to the premiums paid compared to the premiums which would have been payable if the risks had been declared correctly and completely (Article L 113-8 of the *Code des Assurances*).

Expert appraisal

In the event of a medical dispute, an informal expert appraisal is always compulsory subject to the parties' respective rights. Each of the parties chooses an expert. If the experts thus chosen are not in agreement, they appoint a third expert. The three experts work jointly and the majority of votes decides. If one of the parties fails to nominate an expert, or if the two experts cannot agree on the choice of the third, the appointment is made by the President of the Crown Court or of the Commercial Court within the jurisdiction of which the loss occurred. This appointment occurs by simple request from the most vigilant party made at the earliest two weeks after sending the other party a recorded delivery letter with advice of delivery. Each party pays their expert's expenses and fees and, if necessary, half of the third expert's fees and the expenses relating to his/her appointment.

Payment of benefits

In the event of a claim, the Insurer is obliged to pay the contractual benefit capital within thirty days of either the informal agreement or the receipt of documentary evidence, or of the enforceable court decision. In the event of objection, this time period runs from the date of withdrawal.

Court to be used in the event of a dispute:

Any dispute must be brought before the French courts. The foreign Insurers accept their jurisdiction and renounce any right of appeal in their country.

Inopposability of forfeitures:

Any forfeiture caused by the Insured's failure to meet his/her obligations after the claim is not opposable to the injured party or to their claimants. The Insurers reserve the right however to take legal action against the Insured in order to obtain reimbursement of all the monies they have paid in his/her place.

Limitation:

Rights in respect of all actions deriving from this contract expire after two years. This time period starts on the day of the event which gives rise to this action, in accordance with Articles L 114-1 and L114-2 of the *Code des Assurances*. The time period is increased to ten years for beneficiaries who are the Insured's dependants, and can be interrupted by one of the ordinary causes of interruption, as well as under the following circumstances:

- appointment of an expert following a claim,
- the sending a recorded delivery letter with advice of delivery by the Insurer to the Insured regarding the payment of the premium, or by the Insured to the Insurer regarding the payment of benefits,
- court summons even if emergency interim,
- notice of summons or seizure given to the party that one wishes to prevent from exceeding the given time period.

ARTICLE 10 – VARIOUS

Coinsurance:

If there are several insurers, each insurer only covers the Insured to the extent of their subscription, and is not responsible for the subscription of any coinsurer, whether it be a question of payment of benefits due or any matter concerning the administration of the contract.

Personal Information:

In accordance with law N° 78.17 of the 6th January 1978 relating to information technology, files and freedom of information, the subscriber and the Insured can ask the Insurer to provide him/her with a copy of the personal information held in any file used by them and have it corrected as necessary. This also applies to the information held by the Insurer's representatives and the relevant professional organisations.

Mediation:

In the event of a complaint concerning this contract, and after failure of the Insurer's internal informal complaints procedures, the Insured can put his/her case to the insurance ombudsman (*Médiateur des Assurances*) whose address can be obtained from the Insurer's head office. The ombudsman service is free of charge. This independent body undertakes to provide an opinion on the dispute within three months. Their opinion is not binding and both parties retain the right to take the case to the appropriate court. The ombudsman can only become involved before legal proceedings have been instigated.

Notice to the Insured:

This contract is subject to the laws of the French Republic. It is moreover advised that the Subscribers of Lloyd's of London are regulated by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS, England.