



MSH INTERNATIONAL

SIACI SAINT HONORE GROUP



SUMMARY OF BENEFITS

For international employees

Program n°11665/8

Death & Disability Benefits





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Your employer has become a member of the PREVINTER* Association and has underwritten a Death and Disability Plan for international employees in order to cover them against the risk of sickness and accidents, work-related or not.

This guide summarizes the Death and Disability benefits to which you are entitled, as well as their conditions, and introduces you to the services and assistance that we can provide.

To introduce you to the detailed procedures and services provided for enhanced assistance, please do not hesitate to consult the Practical Guide sent to you when you enrolled, also available on your personal Participant's Pages on www.previnter-mb.com.

Your plan is administered by MSH INTERNATIONAL, PREVINTER claims department that can be contacted at any time (see all contact addresses on your personal Participant's Pages on www.previnter-mb.com). You can alternatively use the available services in your Participant's Page.

This guide is a summary of the main provisions of the **ALLIANZ / PREVINTER policy n° 080474/001 and ACE / PREVINTER n° FRBBBA06712**.

Neither the insurer nor the company, nor PREVINTER, nor MSH INTERNATIONAL can be held responsible if any statement in this guide and any provision in the policy differ.

In that case, the wording of the policy and of the information guide will prevail.

** PREVINTER is an independent, non-profit association, which offers its member companies the means to optimize their international employee benefit plans.*



1 When and for how long are you covered?

You will become eligible for insurance on the date he becomes a member of the insured category, but no earlier than the effective date of the enrolled company's enrolment certificate, provided:

- You are, as an EXPATRIATE, DETACHED, or IMPATRIATE ON PAYROLL,
- Your contract of employment is in effect but not suspended, except if suspension is due to assignment or expatriation status

For staff members who are on sick leave owing to sickness or accident on the date of eligibility for insurance, the INCAPACITY FOR WORK – PERMANENT DISABILITY coverage will take effect on the date on which the staff member resumes working.

Any member of the insured category suffering from an acute illness or progressive disability, or having suffered from an accident whose consequences are not yet consolidated, will benefit from coverage only after six months following his/her complete recovery.

Insurance will cease:

▪ **All-cause benefits**

- 45 days after the effective date if the insured's enrolment form has not been received by PREVINTER,
- on the date on which the contract of employment is terminated, for example, as a result of resignation, dismissal or retirement,
- on the date on which the insured no longer belongs to the insured category,
- on the date on which an old age or similar pension is commuted,
- on the date on which the enrolled company's enrolment is terminated.

▪ **Accidental benefits**

Coverage will cease, unless the insured is entitled to continuation of coverage:

- on the date on which the insured ceases to belong to the insured group,
- on the date on which enrolment terminates.



2 Annual Salary (contribution basis and benefits basis)

I BASIS ANNUAL SALARY FOR ALL-CAUSE BENEFITS

The contribution basis will be equal to gross annual earnings for the period of coverage in question, as reported by the enrolled company to the Tax Authority [*Administration Fiscale*] for the determination of income tax for private individuals, **limited to € 120,000**.

The benefit basis will be equal to the contribution basis set out for the 12 calendar months immediately preceding the date of claim.

However, the benefit basis will be determined by earnings for the calendar months of active service in accordance with the contract of employment with the enrolled company if:

- the period of service is less than 12 months,
- earnings have been reduced or discontinued during the reference period owing to sick leave due to sickness or accident.

I BASIS ANNUAL SALARY FOR ACCIDENTAL BENEFITS

Corresponding to the total of the salaries paid up to **€ 120,000**, including the bonus, for which the company paid contribution the last 12 civil months preceding the event opening right to services.

- If between the application's date of effect of this policy and the date of the event less than 12 months are passed, basic of cover is equal to the amount of the salaries of the last 12 civil months paid by the employer.
- If fewer than twelve months have elapsed between the date when the date when the insured joined the enrolled company and the date of the event, the cover base will be calculated according to the average basic monthly salary multiplied by twelve, plus deferred items giving rise to contributions.



3 Your Death & Disability Insurance Plan

TEMPORARY AND PERMANENT DISABILITY AS FROM THE 1ST EURO

The plan provides for payment of:

- A daily indemnity if as a result of a non-occupational sickness or accident that is certified by the attending physician, the insured becomes PHYSICALLY UNFIT to continue working at his occupation or to return to his occupation in the service of the enrolled company.
- of a temporary annuity for PERMANENT DISABILITY as a result of a non-occupational sickness or accident,
- of a daily indemnity or an annuity, for TEMPORARY DISABILITY or PERMANENT DISABILITY, as a result of an industrial accident or occupational disease.

For the payment of Incapacity / Disability benefits, PREVINTER will consider the following rules:

- Any benefits that may be paid on the same basis by any death and disability plan under which the insured may be covered will be used to offset the benefits outlined below.
- In all instances, whether it be incapacity or disability, if an insured returns to work part-time, benefit payments by PREVINTER will be, where applicable, reduced so that the aggregate of all benefits (earnings, unemployment benefits, Social Security benefits or insurance policy) do not exceed 100% of taxable net earnings.
- If an insured who has started receiving the daily indemnity resumes working “as an expatriate” in the service of the enrolled company and must stop working again less than two months thereafter for the same cause, such temporary resumption will result only in the suspension of benefit payments.
- The period of maternity or adoption leave (or any other similar leave of absence) allowed by the employer will not be considered in determining the qualifying period or in calculating the two-month period in the event of a relapse.
- For the entire duration of the contract of employment between the insured and the enrolled company, benefits will be paid to the enrolled company. After termination of the contract of employment, benefits will be paid to the insured.

TEMPORARY WORK DISABILITY

Amount of the daily indemnity: 70% of the basis salary

Waiting period: 3 days

Duration: no later than the end of the 36th month following the date on which the insured stopped working and, in all instances, no later than, the date on which an old age or similar pension is commuted.



MATERNITY LEAVE

Maximum amount for the daily benefit for maternity leave: 80.21% of 1/30th the monthly ceiling of the French Social Security system (PMSS).

PERMANENT DISABILITY

Amount of the annuity:

- Permanent Total Disability (2nd category or degree of disability > 66%): 70% of the annual salary
- Permanent Partial Disability (1st category or 33% < degree of disability > 66%): the annuity for permanent total disability will be reduced by 60%
- Permanent Total Disability with assistance of a third person to perform activities of daily living (3rd category or degree of disability = 100%): the annuity for permanent total disability will be increased to 10% of the annual salary.

Duration: on the date on which an old age or similar pension is commuted.

I DEATH

The plan provides for payment of:

- a benefit in the event of INSURED'S DEATH, this benefit may be paid IN ADVANCE to the insured in the event of total and irreversible loss of autonomy,
- an additional benefit in the event of SPOUSE'S SIMULTANEOUS OR SUBSEQUENT DEATH

DEATH

Payment to the beneficiaries of a benefit equal to **250%** of the annual salary, regardless of the insured's family status.

TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

Advance payment, to the insured personally, of the benefit payable in the event of death due to any cause. If the benefit is paid to an insured in advance owing to total and irreversible loss of autonomy, the insured's death coverage will terminate.

SPOUSE'S SIMULTANEOUS OR SUBSEQUENT DEATH (before the age of 60)

Payment to each dependent child of a benefit equal to the benefit payable in the event of death due to any cause.



ACCIDENTAL BENEFITS

The plan provides for payment of:

- a benefit in the event of INSURED'S ACCIDENTAL DEATH, this benefit may be paid IN ADVANCE to the insured in the event of accidental total and irreversible loss of autonomy,
- a benefit in case of ACCIDENTAL PERMANENT DISABILITY.

ACCIDENTAL DEATH

Payment to the beneficiaries of a benefit equal to **250%** of the annual salary, regardless of the insured's family status.

ACCIDENTAL TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

Advance payment, to the insured personally, of the benefit payable in the event of accidental death. If the benefit is paid to an insured in advance owing to accidental total and irreversible loss of autonomy, the insured's accidental death coverage will terminate.

REINSTATEMENT OF WAR RISK (including high-risk countries)

The exclusions regarding risk of war and attacks will not apply to the accidental death benefits.

High-risk countries:

Any country where a foreign or civil war is taking place or where military operations have been undertaken according to the classification in area 1 of ACE EUROPE.

On the effective date of the corporate member's certificate of insurance, high-risk countries include: *Afghanistan, Democratic Republic of Congo, Iraq, Israel, Libya, Nigeria, Somalia, Sudan, and Yemen.*

ACCIDENTAL TOTAL OR PARTIAL PERMANENT DISABILITY

Payment to the insured personally, of a benefit equal to **250%** of the basis salary, regardless of the insured's family status, multiplied by the degree of disability (according to the official disability scale [*barème fonctionnel indicatif des incapacités en droit commun*]).

The degree of disability must be at least 10%.

REINSTATEMENT OF WAR RISK (including high-risk countries)

The exclusions regarding risk of war and attacks will not apply to the accidental permanent disability benefits.

High-risk countries:

Any country where a foreign or civil war is taking place or where military operations have been undertaken according to the classification in area 1 of ACE EUROPE.

On the effective date of the corporate member's certificate of insurance, high-risk countries include: *Afghanistan, Democratic Republic of Congo, Iraq, Israel, Libya, Nigeria, Somalia, Sudan, and Yemen.*



4 Extension of your Death & Disability Insurance Plan

I ALL-CAUSE BENEFITS

Returning from expatriation and resuming employment

The insured employee is still entitled to the disability benefits up to the level of the benefits paid by the French Social security system (the waiting period is applicable).

This continuation of coverage is free of charge for a maximum period of 12 months, until the insured employee is entitled to benefits from the French Social security system or any similar system.

The continuation of coverage ceases:

- 12 months after the end of the expatriate assignment for the member company;
- as soon as the Social Security benefits or those of any similar system are restored;
- on the date of liquidation of any old age pension;
- at the latest, on the date the member company cancels its PREVINTER membership.

Returning from expatriation without resuming employment

Insured employees who return to their country of origin and who receive unemployment benefits by the French Employment Agency or any similar system can request an extension of the work disability benefit up to the level of benefits paid by the French Social security system.

This extension of benefit is free of charge for the employee for the first 6 months. The following months will be at the insured employee's expense. An extension can be granted for the whole period of time during which the insured employee receives unemployment benefits by the French Employment Agency or any similar system and for a maximum period of 12 months.

The continuation of coverage ceases:

- 12 months after the end of the compensation provided by the French Employment Agency or any similar system;
- as soon as the Social Security benefits or those of any similar system are restored;
- on the date of liquidation of any old age pension;
- at the latest, on the date the member company cancels its PREVINTER membership.



**Returning
from
expatriation
and work
disability**

The death benefit is maintained to the insured employees who return to their country of origin and are on sick leave (the date of the event must be prior to the date of return home) - (the waiting period is applicable).

This continuation of coverage is free of contribution except for the insured employee getting a reduced salary. In this case, the contributions are calculated on the basis of the salary actually paid to the insured.

The continuation of coverage ceases:

- as soon as the insured employee no longer meets the necessary requirements to get temporary or permanent total disability benefits;
- on the date of liquidation of any retirement pension;
- at the latest, on the date the member company cancels its PREVINTER membership.

I ACCIDENTAL BENEFITS

Benefits are maintained free of charge for insured's compensated by PREVINTER in the form of sick pay for invalidity benefit under a non-accident provident policy until, at the latest, the ages when the cover specified below ceases and so long as membership has not been terminated.

Cover ceases for an insured unless he/she benefits from the maintenance of cover on the basis of the preceding paragraph:

- On the date when the insured ceases to belong to the insured group,
- On the date when membership is terminated.



5 Exclusions

TEMPORARY DISABILITY AND PERMANENT DISABILITY AS FROM THE 1ST EURO

No coverage is provided for claims resulting from the following:

- VOLUNTARY ACTION BY THE INSURED,
- CIVIL OR INTERNATIONAL WARS, RIOTING, FIGHTS OR ACTS OF TERRORISM IN WHICH THE INSURED PLAYED AN ACTIVE PART; HOWEVER, COVERAGE IS PROVIDED IN CASES OF SELF-DEFENCE AND WHERE ASSISTANCE IS PROVIDED TO A PERSON IN DANGER,
- ACCIDENTS AND SICKNESSES RESULTING FROM INTENTIONAL ACTS BY THE INSURED, ATTEMPTED SUICIDE OR WILFUL SELF- MUTILATION,
- DISINTEGRATION OF THE ATOMIC NUCLEUS,
- ACCIDENTS OCCURRING AS A RESULT OF THE INSURED'S USE OF NON-MEDICALLY PRESCRIBED NARCOTICS AND ACCIDENTS CAUSED BY THE INSURED WHILE DRUNK OR UNDER THE INFLUENCE OF ALCOHOL, AS DEFINED BY THE HIGHWAY SAFETY CODE OF THE COUNTRY IN WHICH THE ACCIDENT OCCURRED.

DEATH ALL CAUSES / TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

No coverage is provided for the following:

- DEATH AND TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY RESULTING FROM CIVIL OR INTERNATIONAL WARS, RIOTING, FIGHTS OR ACTS OF TERRORISM IN WHICH THE INSURED PLAYED AN ACTIVE PART; HOWEVER, COVERAGE IS PROVIDED IN CASES OF SELF-DEFENCE AND WHERE ASSISTANCE IS PROVIDED TO A PERSON IN DANGER,
- DEATH BY SUICIDE AND TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY RESULTING FROM ATTEMPTED SUICIDE IF THE PERSON HAS BEEN INSURED FOR LESS THAN 12 CONSECUTIVE MONTHS UNDER A GROUP INSURANCE PLAN.



ACCIDENTAL BENEFITS

All risks are covered except for the exclusions provided for by the French Insurance Code and except for the consequences of:

- VOLUNTARY ACTION BY THE INSURED OR BENEFICIARIES,
- MATCHES, WAGERS OR SPORTING COMPETITIONS EXCEPT AS AN AMATEUR,
- MOTOR VEHICLE RACES,
- EVENTS OF CIVIL OR FOREIGN WAR, *DE FACTO* OR *DE JURE*, INSURRECTION OR RIOT IN WHICH THE INSURED TAKES AN ACTIVE PART,
- FIGHTS, EXCEPT IN CASE OF SELF-DEFENCE OR PERFORMANCE OF A PROFESSIONAL DUTY,
- DISINTEGRATION OF THE ATOMIC NUCLEUS,
- DIVING WITH BREATHING APPARATUS,
- FLYING RISKS OTHER THAN THOSE ARISING FROM FLIGHTS ON BOARD AN AIRCRAFT WITH A VALID AIRWORTHINESS CERTIFICATE AND PILOTED BY A PERSON WITH A VALID PILOT'S LICENCE, THOUGH THIS PILOT MAY NOT BE THE INSURED HIM/HERSELF; THUS, THE FOLLOWING ARE EXCLUDED FROM THE COVER: EXHIBITIONS, MEETINGS, SPORTING EVENTS, ACROBATIC OR COMPETITION FLIGHTS, RECORDS OR RECORD ATTEMPTS, PREPARATORY TRIALS, ACCEPTANCE TESTS, PARACHUTING EXCEPT FOR SAFETY REASONS AND USE OF HANG-GLIDERS, MICROLIGHTS OR SIMILAR CRAFT WITH OR WITHOUT AN ENGINE,
- BUNGEE JUMPING,
- ACCIDENTS, OCCURRING AS A RESULT OF THE INSURED'S USE OF DRUGS THAT HAVE NOT BEEN MEDICALLY PRESCRIBED AND ACCIDENTS CAUSED BY THE INSURED IN A STATE OF INEBRIETY OR UNDER THE INFLUENCE OF ALCOHOL AS DEFINED BY THE HIGHWAY CODE (BLOOD ALCOHOL RATE EQUAL TO OR HIGHER THAN THE OPERATIVE MAXIMUM RATE IN THE COUNTRY WHERE THE ACCIDENT OCCURS),
- SUICIDE OR ATTEMPTED SUICIDE.

For more information, **do not hesitate to contact us.**



6 Proof of claim

PREVINTER reserves the right to request any other proof at the time of claim and during the payment of benefits.

TEMPORARY DISABILITY AND PERMANENT DISABILITY AS FROM THE 1ST EURO

The enrolled company must submit all proof of claim, including:

- no later than 15 days prior to expiration of the qualifying period: notice that the insured has stopped working (on the form provided for such purpose), completed by the enrolled company,
- upon expiration of the qualifying period: initial medical certificate (on the form provided for such purpose), completed by the insured and the attending physician and accompanied by medical certificates since sick leave began,
- within 30 days after they are issued: medical certificates for the continuation of sick leave,
- if an insured sustains bodily injuries for which a third party is liable, contact information for such third party and his insurer,
- proof of earnings.

Sick leave must be reported to PREVINTER within a maximum period of one month after expiration of the qualifying period, otherwise it will be considered to have commenced on the date it is reported.

DEATH ALL CAUSES / TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

Death

All necessary proof for the payment of benefits must be sent to PREVINTER within six months after the date of death, including:

- proof of death,
- any official document providing the insurer with proof as to the insured's family status and the capacity of the beneficiaries,
- medical certificate indicating whether death was due to natural causes,
- in the case of the benefit for a child's funeral expenses, proof of the charges incurred.

Total and irreversible loss of autonomy

All proof must be submitted to PREVINTER prior, including:

- an attending physician's certificate,
- an application for admission of total and irreversible loss of autonomy status.

ACCIDENTAL DEATH / ACCIDENTAL PERMANENT DISABILITY

The insured or the beneficiary must report a claim within 30 working days following the date on which the claim is known, except in the case of a fortuitous event or unavoidable circumstances.

The report must include:

- a written statement outlining the circumstances of the accident, the names of witnesses and the identity of the reporting authority, if a report is made.
- a medical certificate describing the injuries in the event of disability.
- proof setting out the beneficiary's capacity in the event of death and the name and address of the notary in charge of settling the estate.



7 Definitions

Spouse

“Spouse” means the insured’s husband or wife, from whom the insured is neither divorced nor separated (separation must be certified by an authentic deed or by a judgment).

Dependent children

“Dependent children” means legitimate, natural, recognized or foster children, subject to their being admitted as such by the tax authority for determining the insured’s family size ratio:

- children less than 18 years of age,
- children at least 18 but less than 26 years of age, who are not gainfully employed and are enrolled as students at the secondary school level or higher in an institution allowing for their enrolment in the student plan,
- handicapped children who, prior to reaching 21 years of age, were holders of a civil disability card and were receiving the special allowance for handicapped adults [*Allocation Spéciale des Adultes Handicapés*],
- children of the insured’s spouse who satisfy the conditions set out above will be considered the insured’s children if they are included for determining the family size ratio for the insured’s household tax base.

For accidental death benefits

The definition would be identical to the one applicable to the non-accidental death and disability plan and failing that:

“Dependent children” means legitimate, natural, recognized or foster children, subject to their being admitted as such by the tax authority for determining the insured’s family size ratio:

- children less than 18 years of age,
 - children at least 18 but less than 26 years of age, who are not gainfully employed and are enrolled as students at the secondary school level or higher in an institution allowing for their enrolment in the student plan,
 - handicapped children who, prior to reaching 21 years of age, were holders of a civil disability card and were receiving the special allowance for handicapped adults [*Allocation Spéciale des Adultes Handicapés*],
- Children of the insured’s spouse who satisfy the conditions set out above will be considered the insured’s children if they are included for determining the family size ratio for the insured’s household tax base.

Family status

Family status will be as existing on the date of the insured’s death; however:

- a child born less than 300 days after an insured’s death will be considered,
- if the insured and at least one of the persons whose existence may be considered in calculating the benefit payable die in the course of the same event, without it being possible to determine the order of deaths, the insured will be presumed to have died last.



Beneficiaries of death benefits

If no special designation has been made by the insured, the benefit will be paid:

- to the spouse, if not legally separated,
- failing the spouse, to the common law spouse or partner (French "*Pacte Civil de Solidarité*" / "*P.A.C.S.*"- or equivalent),
- failing to the common law spouse or partner, to the insured's children then living or by representation, in equal shares among them, and those of the common law spouse or partner considered as dependent children,
- failing children, to the insured's father and mother, in equal shares between them, or to the survivor of them,
- failing them, to the insured's heirs.

An insured may, at any time, make a different designation by way of a letter sent to the insurer. If the insured has designated several beneficiaries and one of them dies, the benefit will be paid to the other beneficiaries in proportion to their respective shares.

However, **the special designation will be cancelled** and the standard designation will apply in the event of the prior death of the beneficiary or all of the beneficiaries specially designated by the insured.

For accidental death benefits

If a non-accidental death and disability policy is issued to the enrolled company by PREVINTER, the beneficiaries will be as specified by the insured under the aforesaid policy and failing that, the benefit will be paid, if no special designation has been made by the insured:

- to the spouse, if not legally separated,
- failing the spouse, to the insured's children then living or by representation, in equal shares among them,
- failing children, to the insured's father and mother, in equal shares between them, or to the survivor of them,
- failing them, to the insured's heirs.

Total and irreversible loss of autonomy

An insured will be deemed to suffer from a total and irreversible loss of autonomy if such insured is admitted to be and permanently remains incapable of performing the slightest activity or work for gain or profit. In addition, the insured must be in need of the constant assistance of a third person for routine activities of daily living.

Permanent Disability

In order to qualify for benefits, an insured must suffer from a disability that reduces his working or earning capacity by at least 2/3.

Disability status will be determined by medical assessment, with consideration given to the insured's residual working capacity, general condition, age and physical and mental faculties, as well as his professional skills and training:

- after recovery from the injury in the case of an accident, or
- upon expiration of the period during which the insured received daily indemnities, or
- after stabilization of his condition prior to expiration of the period mentioned above.



Degree of accidental permanent disability

The degree of disability will be determined on the basis of the official disability scale [*barème fonctionnel indicatif des incapacités en Droit Commun*]. Disabilities not listed on the scale will be paid in proportion to their severity, as compared to those listed. If the insured has declared that he is left-handed, the degrees set out in the scale for the various disabilities involving the upper extremities will be inverted.

Accident

Any unintentional bodily injury that is sustained by the insured and that results from a sudden and unforeseen action of an external cause and all pathological manifestations that result directly from such bodily injury, subject to the exclusions listed below.

Accidents shall include the following:

- Infections caused directly by a covered accident, excluding any infection resulting from human intervention after a covered accident.
- Poisoning and bodily lesions due to the unintentional absorption of toxic or corrosive substances.
- Asphyxia due to the unforeseen action of gas or vapours that are dangerous to one's health.
- Drowning and infectious diseases that result from falling into an infected fluid or water.
- Frostbite, heat stroke, sunburn as well as starvation and exhaustion resulting from a shipwreck, forced landing, collapse, avalanche and flooding.
- Bodily lesions resulting from an assault or attack of which the insured is a victim, unless it is proved that he took an active part as the perpetrator or instigator of such events.