

INSTITUTIONS AND BODIES OF THE EUROPEAN COMMUNITIES

Death – disability collective insurance
Allianz Insurance Policy No. 909.478

Afiliatys

CIGNA

The undersigned:

the INSTITUTIONS AND BODIES OF THE EUROPEAN COMMUNITIES

COUNCIL OF THE EUROPEAN UNION
Rue de la Loi 175
B - 1048 BRUSSELS

THE ECONOMIC AND SOCIAL COMMITTEE OF THE
EUROPEAN COMMUNITIES
Rue Ravenstein 2
B - 1000 BRUSSELS

THE COMMITTEE OF THE REGIONS OF THE
EUROPEAN UNION
Rue Montoyer 92
B - 1000 BRUSSELS

THE EUROPEAN COURT OF AUDITORS
Rue Alcide de Gasperi 12
L - 1615 LUXEMBOURG

THE COURT OF JUSTICE OF THE EUROPEAN COMMUNITIES
L - 2925 LUXEMBOURG

THE EUROPEAN
PARLIAMENT
Plateau du Kirchberg BP 1601
L - 2929 LUXEMBOURG

THE EUROPEAN COMMISSION
Rue de la Science 11 09/12
B - 1049 BRUSSELS

to be referred to hereinafter as “the Institutions” on the one hand
and

ALLIANZ

87, rue de Richelieu
F - 75002 PARIS

to be referred to hereinafter as “the insurer” on the other hand,

upon a proposal by:

AFILIATYS
Rue de la Science, 29
SC-29 00/26
B - 1049 BRUSSELS

through the following company:

CIGNA INTERNATIONAL HEALTH SERVICES BVBA
Plantin en Moretuslei 299
B - 2140 ANTWERP

have agreed the following

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Article 1 - DEFINITIONS

This collective insurance policy serves as a framework for individual and optional enrolments by members of staff of the Institutions and Bodies of the European Communities, comprising those employed at one of the sites of the Joint Research Centres (JCR), the European Schools and the European University Institute in Florence.

1. The Institutions or Bodies, which are signatories to this policy, are referred to collectively as the “**Institutions**”; the Institution or Body to which the individual policyholder defined below belongs, is referred to as “**The individual policyholder’s Institution**”.
2. Allianz, the insurance company based in Paris, is referred to as “**the insurer**”.
3. Afiliatys (a staff association) which, in the context of this policy, is taking on a mainly advisory role in matters of negotiation, general information, advice on certain enrolments, as well as conciliation in the event of a dispute, is referred to as “**Afiliatys**”.
4. Any individual applying to enrol in the insurance and who is solely responsible for paying the premiums, is “**the individual policyholder**”.
5. The “**insured**” may be:
 - an individual policyholder meeting the definition in article 2.2.;
 - his or her spouse, as defined in the Staff Regulations for civil servants and other officeholders of the European Communities;
 - one or more of their children for whom the policyholder receives a dependent child allowance under the Staff Regulations for civil servants and other officeholders of the European Communities, provided they are at least one (at least twelve for the DEATH benefit) and not exceeding twenty-six years of age.
6. The “**beneficiary**” is the natural person or legal entity freely designated by the insured, to receive the sum insured. Several beneficiaries may be designated in this way.
A lending institution may be designated as beneficiary for all or part of the sum insured. Individual policyholders are to designate the insured’s beneficiary or beneficiaries under eighteen years of age.
7. The “**payment**” is:
 - for an individual policyholder who is a civil servant, a temporary officeholder or auxiliary officeholder: the basic monthly salary subject to the applicable corrective factor at the individual policyholder’s institution headquarters, regardless of his or her posting location;

- for an individual policyholder who is a local officeholder: the basic monthly salary, subject to the adjustment for price variations stipulated by Community regulations applicable to his or her place of work;
 - for an individual policyholder who is in receipt of transitional compensation for termination of service or a pension: the amount of the transitional compensation or the basic monthly pension, subject to the applicable corrective factor at the individual policyholder's institution headquarters, regardless of his or her place of residence;
 - for any other individual policyholder: a monthly sum corresponding to the individual in question's post, to be agreed with the insurer, following advice by Afiliatys.
8. The “**premium**” is monthly; it is the amount owed each month to the insurer by the individual policyholder for the cover chosen by the latter. The premium is expressed either in thousandths of the salary defined in 7, or in fixed sums.
9. The “**Outstanding Balance**” insurance provides cover in the event of death of a mortgage loan borrower and provides for the insurance cover to be allocated to a lending institution up to the “outstanding balance” on a mortgage loan.
10. A “**psychic illness**” is an illness that has been classified by the World Health Organisation in the latest edition of its publication “International Statistical Classification of Diseases and Related Health Problems” in the chapter entitled “Mental and Behavioural Disorders”.

Article 2 - INDIVIDUALS WHO MAY ENROL

1. Enrolment with the insurance is optional and may be done during the period during which the policyholder is employed by the Institutions.
2. The following may enrol as an individual policyholder: members of staff of the Institutions who are members of Afiliatys:
 - statutory civil servants;
 - temporary officeholders;
 - auxiliary officeholders;
 - local officeholders whose place of work is one of the Institution headquarters or one of the sites of the Joint Research Centres (JCR);
 - any other member of Afiliatys whose activity is assigned to the European Communities.

It is a mandatory requirement that the main policyholder be enrolled in this policy for his or her spouse and children as defined in Article 1.5 to be able to be enrolled as well.

3. It is only the individual policyholder that is bound financially vis-à-vis the insurer on behalf of all those insured in his or her name.

Article 3 - ENROLMENT WITH THE INSURANCE

1. An individual applying to enrol with the insurance (individual policyholder) will be enrolled upon acceptance by the insurer of an enrolment proposal filled in by the individual policyholder and, if appropriate, by other individuals to be insured in his or her name. The latter must give their consent in writing before cover takes effect, stating the amount of the initial sum insured on their life as well as the beneficiary or beneficiaries. For minors aged between twelve and eighteen, their consent and the consent of both parents is required.
2. The insurance enrolment proposal does not require to be signed by the Institutions.
3. The enrolment proposal is to be accompanied by a state of health questionnaire. A medical report and/or additional medical examinations will not be requested if the state of health questionnaire for the individual to be insured is sufficient for the insurer. The information is to be submitted for each individual to be insured, or for underage children, by their parents.
4. There is no requirement for a state of health questionnaire, a medical examination or individual consent for successive increases in the sum insured resulting solely from increases in the individual policyholder's salary.
5. The insurance plan as well as the sums insured chosen initially may be amended during the insurance period, at the individual policyholder's request, with prior approval in writing by the insured (if over the age of consent). In the event of an increase in the amount of cover, the insurer reserves the right to reject this request. A new state of health questionnaire, as well as a medical report and/or medical examinations may also be required by the insurer. The change will take effect at the start of the second month following acceptance by the insurer of the amendment request. The insurance premium will be amended accordingly on the same date.

Article 4 - ENTRY INTO EFFECT AND TERMINATION OF COVER FOR AN INDIVIDUAL ENROLMENT

4.1. - ENTRY INTO EFFECT OF COVER

1. Entry into effect of cover is to be confirmed by an insurance certificate sent by the insurer to each individual policyholder.
Regardless of the insurance plan chosen, if the individual policyholder has designated a lending institution as the beneficiary for all or part of his or her sum insured, the insurer undertakes to draw up an endorsement for the insurance certificate assigning the insurance cover to the lending institution up to the outstanding balance of the loan.
2. Cover takes effect on the first day of the month following acceptance of cover by the insurer. However, for "Outstanding Balance" enrolments, cover will take effect on the date the loan is approved by the lending institution.

4.2. - TERMINATION OF COVER

Cover will end in any of the following cases:

1. Individual policyholders may cancel cover for which they or their spouse and children are enrolled, by notifying the insurer of their decision by registered letter. In this case, cover will end as of the last day of the second month following the sending of the letter referred to above. In any case, cover for the benefit of the individual policyholder's spouse and children will terminate automatically the moment cover for the benefit of the individual policyholder ends.
2. In the event of non-payment of premiums by the individual policyholder, all cover for all those insured in his or her name will end in accordance with the terms set out in Article 10.
3. At the end of the month during which the individual policyholder leaves his or her post in the Institution, all cover for all those insured in his or her name will end, except in the following cases:
 - the individual policyholder transferring from one Institution to another;
 - in the event of DEATH cover continuing in accordance with the terms in Article 5.1.;
 - "Outstanding Balance" cover will end on the expiry date of the loan agreement
4. DEATH cover for the individual policyholder's or spouse's life will end at the latest the moment the insured reaches the age of 65, except in the event of cover continuing in accordance with the terms in Article 5.2.
5. DISABILITY cover for the individual policyholder's or spouse's life will end at the latest the moment the insured reaches the age of 65.

6. DEATH and DISABILITY cover for the benefit of the child or children will end when they reach the age of 26.
7. All cover will end on the expiry date of this insurance policy following its cancellation by the Institutions or by the insurer, under the terms and conditions set out in Article 17. The insurer must then notify each individual policyholder of the termination of cover by means of a registered letter sent at least three months before the termination of cover.

Article 5 - CONTINUATION OF “DEATH” COVER

5.1. - CONTINUATION IN THE EVENT OF END OF SERVICE

Under the provisions of Article 4.2.3 above, cover will automatically end the moment the individual policyholder's service at the Institution terminates. “Outstanding Balance” cover however will remain in force until the entire loan insured has been repaid.

The individual policyholder may however submit a continuation of cover request no later than on the date of termination of his or her service. Only the DEATH risk may be maintained for his or her benefit, subject to the age restrictions laid down in this policy, and the sum insured cannot exceed the sum insured on his or her life on the date of termination of his or her service.

While the individual policyholder still enjoys continuation of DEATH cover, his or her spouse and their children may continue to enjoy DEATH cover, subject to the age restrictions laid down in this policy. However, under no circumstances can the sum insured for DEATH cover exceed that of the individual policyholder, nor can it exceed the sum insured on their life on the individual policyholder's date of termination of service.

5.2. - CONTINUATION AFTER HAVING REACHED THE AGE LIMIT

Under the provisions of Article 4.2.4. DEATH cover will automatically end the moment the individual policyholder or the spouse reaches the age of 65. “Outstanding Balance” cover however will remain in force until the entire loan insured has been repaid.

The individual policyholder or the spouse may however submit a continuation request for DEATH cover by the end of the month during which he or she reaches the age of 65, at the latest.

Insurance cover may be maintained until the individual policyholder's 80th birthday subject to the following terms and conditions:

- The insured must submit a state of health questionnaire and, if the insurer so requires, the results of a medical examination. In the light of this information, the insurer will decide on whether to continue DEATH cover.
- The sum insured cannot exceed 50% of the sum insured on the eve of the insured's 65th birthday.
- For “Outstanding Balance” insurance, cover is still provided automatically without a new state of health questionnaire, on the understanding that the sum insured is equal to the unpaid balance of the insured loan at any time.

Article 6 - CHOICE OF COVER

The individual policyholder has a choice between the following forms of cover:

1. The insured is the individual policyholder:

- A DEATH policy (any cause) for which the sum insured is payable in the event of the individual policyholder's death during the insurance period.
- A DISABILITY policy (any cause) for which the sum insured is payable in the event of the individual policyholder's *permanent total disability* occurring during the insurance period.

Total disability is deemed to exist when, following an illness, accident or deterioration of the insured's mental or physical faculties, it has been established medically that this individual is totally incapable of carrying on his or her occupation or another analogous occupation outside the Institutions.

Permanent disability is deemed to exist when it has been established medically that continuing medical treatment cannot bring about any noticeable improvement in fitness for work and that the disability is likely to be permanent and irreversible.

In the event of permanent total disability following a psychic illness, the sum paid out by the insurer will be equal to 50% of the sum insured for DISABILITY cover.

The insurer will pay the sum insured once satisfied that the claim is valid.

2. The insured is the spouse (not a member of staff of the Institution) or a child over the age of one:

- A DEATH policy (any cause) for which the sum insured is payable in the event of the insured's death during the insurance period.
- A DISABILITY policy (any cause) for which the sum insured is payable in the event of the insured's *permanent total disability* occurring during the insurance period.

- Permanent total disability of the spouse or a child who has finished studies:

Total disability is deemed to exist when, following an illness, accident or deterioration of the insured's mental or physical faculties, it has been established medically that this individual is totally incapable of carrying on his or her occupation, if any, or of being in a paid occupation consistent with his or her education, knowledge and abilities.

Permanent disability is deemed to exist when it has been established medically that continuing medical treatment cannot bring about any noticeable improvement in fitness for work and that the disability is likely to be permanent and irreversible.

In the event of permanent total disability following a psychic illness, the sum paid out by the insurer will be equal to 50% of the sum insured for DISABILITY cover.

- Permanent total disability of child who has not yet finished studies:

Total disability is deemed to exist when, following an illness, accident or deterioration of the insured's mental or physical faculties, it has been established medically that this child is totally incapable of continuing educational or professional training intended to enable him or her, upon reaching adulthood, to support him or herself unaided.

Permanent disability is deemed to exist when it has been established medically that continuing medical treatment cannot bring about any noticeable improvement in fitness for work and that the disability is likely to be permanent and irreversible.

In the event of permanent total disability following a psychic illness, the sum paid out by the insurer will be equal to 50% of the sum insured for DISABILITY cover.

Article 7 - NON-AGGREGATION OF COVER IN THE EVENT OF DISABILITY AND IN THE EVENT OF DEATH

There is no aggregation of DISABILITY and DEATH cover. DEATH cover ends the moment the DISABILITY sum insured is paid out by the insurer. "Outstanding Balance" cover will remain in force however until the entire loan insured has been repaid.

In the event of death of the insured before the DISABILITY sum insured has been paid out by the insurer, the DEATH sum insured is to be paid out in full to the designated beneficiaries and the premiums collected for DEATH cover will accrue to the insurer.

Article 8 - CHOICE OF SUM INSURED

The individual policyholder and those insured in his or her name have a choice of sum insured as set out below.

1. The sum insured is expressed as a multiple of the individual policyholder's salary .

- The individual policyholder is free to choose the sums insured for DEATH and DISABILITY cover as a multiple of his or her salary, on the understanding that the maximum multiple is 60 and the sum insured does not exceed EUR 500,000. The sum insured for DISABILITY cover cannot nonetheless exceed the sum insured for DEATH cover.
- The DEATH or DISABILITY sum insured on the spouse's life is also calculated on the basis of the main insured's salary and subject to the same terms and conditions, on the understanding that this sum cannot exceed the sum insured on the life of the individual policyholder.
- For insurance on the life of a child over the age of one, the DEATH sum insured is not to exceed the equivalent of twice the monthly salary of the individual policyholder. The DISABILITY sum insured may be equal to the sum insured on the life of one of the parents, but must not exceed sixty times the minimum monthly living wage, as defined by the Staff Regulations for civil servants of the European Communities.
- The sum insured automatically tracks variations in salary that occur subsequent to the individual policyholder's enrolment.
The sum paid out by the insurer in the event of death of the insured will be equal to the amount corresponding to the individual policyholder's salary on the month of death, multiplied by the multiple chosen by the insured.
The sum paid out by the insurer in the event of disability of the insured will be equal to the amount corresponding to the individual policyholder's salary on the month in which permanent total disability was established medically, multiplied by the multiple chosen by the insured.
- In the event of permanent total disability following a psychic illness, the sum paid out by the insurer will be equal to 50% of the sum insured for DISABILITY cover.

2. The sum insured is a fixed sum

- The individual policyholder is free to choose the sums insured for DEATH and DISABILITY cover as fixed sums in euros, on the understanding that the sum insured cannot exceed EUR 500,000. The sum insured for DISABILITY cover cannot nonetheless exceed the sum insured for DEATH cover.

- The spouse has the same choice of sum insured, on the understanding that the DEATH or DISABILITY sum insured on his or her life cannot exceed that insured on the life of the individual policyholder.
- For insurance on the life of a child over the age of one, the DEATH sum insured is not to exceed the equivalent of twice the salary of the individual policyholder. The DISABILITY sum insured may be equal to the sum insured on the life of one of the parents, but must not exceed sixty times the minimum monthly living wage, as defined by the Staff Regulations for civil servants of the European Communities.
- The sum insured remains invariable for the duration of the insurance.
- In the event of permanent total disability following a psychic illness, the sum paid out by the insurer will be equal to 50% of the sum insured for DISABILITY cover.
- In the event that the individual policyholder or those insured in his or her name have also purchased a sum insured in a multiple of the salary, all ceilings on the sum insured are to apply for the entire DEATH or DISABILITY risk.

3. The sum insured is an “Outstanding Balance” amount (DEATH only)

- The sum insured is the amount of the outstanding balance of the mortgage loan covered. There is no limit on the initial sum insured.
- With the enrolment proposal for this insurance policy, the policyholder is to provide the loan agreement together with the repayment table or an equivalent document, indicating the initial amount, the annual payments, the interest rate, as well as the term of the loan. This plan is part of the insurance certificate and appears in an appendix.
- At the time of death of the insured, the amount of the actual outstanding balance of the mortgage loan is paid to the lending institution designated in the insurance certificate.
- Individual policyholders who have not reached the age of 56 at the time of enrolment and provided the initial amount of the mortgage loan does not exceed the sum of EUR 250,000, are offered the following option:
 - the sum insured remains invariable for the entire term of the loan, on the understanding that the difference between the sum insured and the outstanding balance of the loan at the time of death is insured in favour of the beneficiaries designated by the policyholder.
 - by choosing this option, the individual policyholder reserves the right at any time to reduce the sum insured subject to formal agreement by the lending institution.

Article 9 - PREMIUM RATES

- Premium rates are determined on the basis of age reached.
- At the time of enrolment with this insurance policy, the premium applicable is that which corresponds with the age reached on the date of cover taking effect plus 6 months. The premium will be recalculated each time thereafter on the first of the month following the insured's birthday, on the basis of the new age reached.
- The table of premium rates, set by 5-year bands, appears as follows:

<i>Monthly premium <u>in per mill</u> of the sum insured</i>		
Aged reached by the insured	DEATH	DISABILITY
£ 30	0.071	0.057
31-35	0.085	0.067
36-40	0.114	0.085
41-45	0.171	0.133
46-50	0.256	0.237
51-55	0.417	0.427
56-60	0.654	0.819
61-64	0.963	1.445
65-70	1.347	not applicable
71-75	2.371	not applicable
76-80	3.794	not applicable

Article 10 - PAYMENT OF PREMIUMS

1. The sum insured is expressed as a multiple of the individual policyholder's salary.

- Premiums are due for payment every month on the day the Institution pays individual policyholders their salary. They are to be collected at the headquarters of the individual policyholder's Institution; they are to be deducted by this Institution from the individual policyholder's salary. To this end, the individual policyholder is to provide written authorisation addressed by CIGNA on behalf of the insurer to the Institution.
- Under its responsibility, the insurer gives CIGNA authority to supply each of the Institutions with the necessary details to effect the payments in the form of a single deduction expressed in thousandths of salary, in accordance with the terms to be defined with the relevant departments at the Institution. At the latter's request, CIGNA is to place staff at its disposal to assist in setting up the process for deductions when this insurance policy comes into force.
- Each bulk payment of premiums by one of the Institutions to the insurer via CIGNA, is to be accompanied by a list detailing the individual policyholders coming under the Institution, their salary, the premium amount deducted and, if applicable, indicating the policyholders who have left the Institution.

2. The sum insured is a fixed sum or an "Outstanding balance" amount.

- Premiums are to be collected directly from the individual policyholder.
- Premiums are to be collected by CIGNA in accordance with the collection method and the payment frequency agreed by the latter with the individual policyholder at the time of enrolling with the insurance.

In the event of non-payment of premiums within a period of sixty days from the date set for payment of each premium by an individual policyholder, the insurer is entitled to issue formal notice to the latter, by registered letter, stating that the cover relating to the unpaid premium will end thirty days after receipt of the formal notice. Nonetheless, this cover may be reinstated within forty-five days of its termination at the request of the individual policyholder, accompanied by payment of the premiums falling due, surcharged by late-payment interest, with no further medical check-up other than a declaration of good health and fitness for work by the insured, which is deemed satisfactory by the insurer.

Article 11 - WAR AND ATTACK RISKS

All cover excludes the following: the consequences of war, civil or otherwise, an uprising, riot or civil commotion, regardless of where such events take place and of who the protagonists are, unless the individual covered does not play an active part in them.

All cover excludes the consequences of an attack or attempted attack, unless the individual covered does not play an active part in it.

Article 12 - TERRITORIAL COVERAGE

The insurance is valid throughout the world.

Article 13 - SUICIDE / GROSS MISCONDUCT

The risks of death and of disability following suicide or gross misconduct, except for disability resulting from any intentional mutilation, is covered. Regardless of the cover which might have been chosen, the insurer will pay the whole of the sum insured.

Article 14 - DESIGNATION OF BENEFICIARIES

- In the event of death, the sum insured is payable to the beneficiary/beneficiaries designated by the insured; in the absence of any designation, to the lawful heirs.
- In the event of disability, the sum insured is payable to the insured.
- The individual policyholder may temporarily designate a lending institution of his or her choice as the beneficiary for all or part of the sums insured on his or her life. The policyholder may opt for the "Outstanding Balance" insurance plan. In these cases, the insurer undertakes to issue an endorsement to the insurance certificate, assigning the insurance cover to the lending institution up to the "outstanding balance" of the loan.

Article 15 - PAYMENT OF SUMS INSURED

- In the event of death of an insured, the individual policyholder or the beneficiary are required to advise the insurer to this effect without delay through CIGNA. The following documents are to be sent to them as soon as possible:
 - a death certificate;
 - a medical certificate stating the cause of death.

- In the event of disability of an insured, the individual policyholder or the insured are required to advise the insurer to this effect without delay through CIGNA. The following documents are to be sent to it as soon as possible:
 - copy of the birth certificate;
 - a medical report certifying the status of permanent total disability. The insurer reserves the right to have the insured examined by a doctor approved by the insurer with a view to the acknowledgement of the disability as permanent and total.
- Under no circumstances may the time taken to declare a case of death or disability exceed 12 months, as from the death or permanent total disability being established medically.
- The insurer will pay the sum insured once satisfied that the claim is valid. Any unpaid premiums are to be deducted from the sum insured.
- Payment is made to the beneficiary/beneficiaries designated by the insured, or in their absence to their lawful heirs.

Article 16 - APPLICABLE LAW – CONTRACTUAL CURRENCY – COURT OF COMPETENT JURISDICTION – CONCILIATION – DISPUTES

- This insurance policy is governed by the French insurance code.
- Premiums as well as sums insured are to be paid in euros.
- Any litigation which might arise from this policy as well as for any litigation between the insurer on the one hand, individual policyholders, the insured or beneficiaries on the other, will be subject to the competence rules set out in Title II, section 3 of the 1968 Brussels Convention on jurisdiction and the enforcement of judgments in civil and commercial matters (Official Journal L 299, 31/12/1972);
- Before a dispute is heard by the competent legal authority, a conciliation procedure is to be undertaken by Afiliatys, in which the insurer undertakes to take part. The results of the conciliation procedure will be added to the legal proceedings file should it go ahead.
- A legal dispute concerning individual cover is bound up between the individual policyholder and/or the beneficiary/beneficiaries and/or the dependents, and the insurer without intervention by the Institution or the Union and barring any guarantee call by the last-named.

ARTICLE 17 - POLICY TERM / CANCELLATION

This group insurance policy takes effect on 1st August 2003 at 0 hours for a period of 12 months. It will then be automatically renewed for new consecutive 12-month periods, unless one party (the Institutions or the insurer) terminates it by registered letter at least 6 months prior to the annual expiry date (1st August).

Article 18 - CUSTOMER RELATIONS

Afiliatys, independently of its role, will, if necessary, seek any additional clarifications from the insurer regarding this group policy. It is to supply these members with appropriate information and examine any suggestions from them to promote new enrolments or to improve the practical operation of the policy, in the interests of the insured.

Any correspondence is to be addressed to the CIGNA administration department quoting the policy name and number (No. 909.478).

The insurer adheres to the arbitration charter of the French Federation of Insurance Companies.

CIGNA is able to examine any request or complaint. If, on completion of this examination, the responses provided are not satisfactory, a complaint may be addressed to:

Allianz

87, rue de Richelieu
F - 75002 PARIS

Finally, in the event of a definitive failure to agree, the Institutions, Afiliatys or the individual policyholder have the option to resort to the Arbitrator, whose contact details will be sent upon request to the address quoted above, and without prejudice to other avenues of legal action.

Article 19 - DELEGATION OF AUTHORITY

The insurer delegates the day-to-day administration of this policy to intermediary CIGNA INTERNATIONAL HEALTH SERVICES BVBA., Plantin en Moretuslei 299, 2140 Antwerp (Belgium). CIGNA is responsible for collecting premiums, the acceptance of new members and settling sums insured. Settlement of sums insured is subject to prior payment order by the insurer.

Insurance policies and endorsements are drawn up by CIGNA. These documents are to be signed by the insurer.

Insurance certificates and their endorsements are to be issued and signed by CIGNA on behalf of the insurer.

[Original] Done in the French language and in as many originals as there are contracting parties.

For the COUNCIL OF THE EUROPEAN UNION

Mr V. Griffo
Director-General
BRUSSELS, [date]

For the ECONOMIC AND SOCIAL COMMITTEE OF THE EUROPEAN COMMUNITIES

Mr Cornelis Bentvelsen
Human Resources and Finance Director
BRUSSELS, [date]

For the COMMITTEE OF THE REGIONS OF THE EUROPEAN UNION

Mr Gonzalo Bescos Ferraz
Administration Director
BRUSSELS, [date]

For the EUROPEAN COURT OF AUDITORS

Mr J. J. Beurotte,
Head of Personnel and Administration Division
LUXEMBOURG, [date]

For the COURT OF JUSTICE OF THE EUROPEAN COMMUNITIES

Mr R. Grass
President of the Committee of Heads of Administration
LUXEMBOURG, [date]

For the EUROPEAN PARLIAMENT

Mr B. Wilson
Director-General
LUXEMBOURG, [date]

For the EUROPEAN COMMISSION

Mr H. Reichenbach
Director-General
BRUSSELS, [date]

For ALLIANZ

Mr L. Doublet, Director
PARIS, [date]

For Afiliatys

Mr A. Pratley, President
BRUSSELS, [date]

For CIGNA

Mr R. Bertels,
Managing Director
ANTWERP, [date]

Appendix to Allianz insurance policy No. 909.478

TRANSITIONAL PROVISIONS AS ON 1st AUGUST 2003

Article 1 - ENROLMENT WITH THE INSURANCE

For individuals previously insured for DEATH and/or DISABILITY cover under ZURICH group insurance policy No. 4078, expiring on 31 July 2003, a new state of health declaration need not be submitted provided the DEATH or DISABILITY sum insured does not increase.

In the event of an increase in the sum insured, acceptance by the insurer may only be rejected for the amount over and above the DEATH or DISABILITY sum insured as at 31 July 2003. Nonetheless, in the event of the DEATH or DISABILITY sum insured being expressed as a multiple of the individual policyholder's salary, there will be no requirement for a state of health questionnaire, a medical examination or the consent of the insured for increases in the sum insured resulting solely from increases in the individual policyholder's as from 1st August 2003.

Article 2 - DEATH AND DISABILITY FOLLOWING ILLNESS

1. Individuals who have been insured for DEATH FOLLOWING ILLNESS or DISABILITY FOLLOWING ILLNESS cover under ZURICH group insurance policy No. 4078, expiring on 31 July 2003, have the option of continuing this cover under this current policy. For individuals who have opted respectively for DEATH or DISABILITY FOLLOWING ILLNESS, death or permanent total disability, respectively, following an accident is excluded and will not give rise to payment of the sum insured by the insurer.
2. DEATH FOLLOWING ILLNESS or DISABILITY FOLLOWING ILLNESS cover cannot be aggregated with DEATH and DISABILITY cover referred to as "any causes".
3. Premium rates for DEATH FOLLOWING ILLNESS and DISABILITY FOLLOWING ILLNESS are determined on the basis of age reached. The premium rate applicable on 1st August 2003 is that which corresponds to the age reached on 1st August 2003. Thereafter the premium will be recalculated annually on the basis of the new age reached. The table of premium rates, set by 5-year bands, appears as follows:

Monthly premium <u>in per mil</u> of the sum insured		
Aged reached by the insured	DEATH FOLLOWING ILLNESS	DISABILITY FOLLOWING ILLNESS
£ 30	0.024	0.019
31-35	0.038	0.028
36-40	0.066	0.047
41-45	0.123	0.095
46-50	0.209	0.194
51-55	0.370	0.379
56-60	0.560	0.702
61-64	0.868	1.302
65-70	1.252	Not applicable
71-75	2.275	Not applicable
76-80	3.604	Not applicable

Article 3 - BHW LOAN INSURANCE

Individuals who have purchased “BHW loan insurance” under ZURICH group insurance policy No. 4078, expiring on 31 July 2003, have the option of continuing this cover under this current policy subject to the following terms and conditions:

- An individual policyholder who, at the time of taking out his or her loan with BHW (*Beamtenheimstättenwerk*), a lending institution, has designated the latter as the beneficiary for the amount of the remaining balance of his or her loan, may opt to insure a lump sum at least equal to the outstanding balance as of 1st August 2003.
- The lump sum may continue to be covered beyond the end date of the loan agreement with BHW.
- The premiums are to be collected at the headquarters of the individual policyholder’s Institution and they are to be deducted by this Institution from the individual policyholder’s salary, which is to be done in accordance with all the provisions of Article 10.1 of this ALLIANZ insurance policy No. 909.478.