

Réalisez jusqu'à 50 % d'économies sur l'assurance de votre prêt !



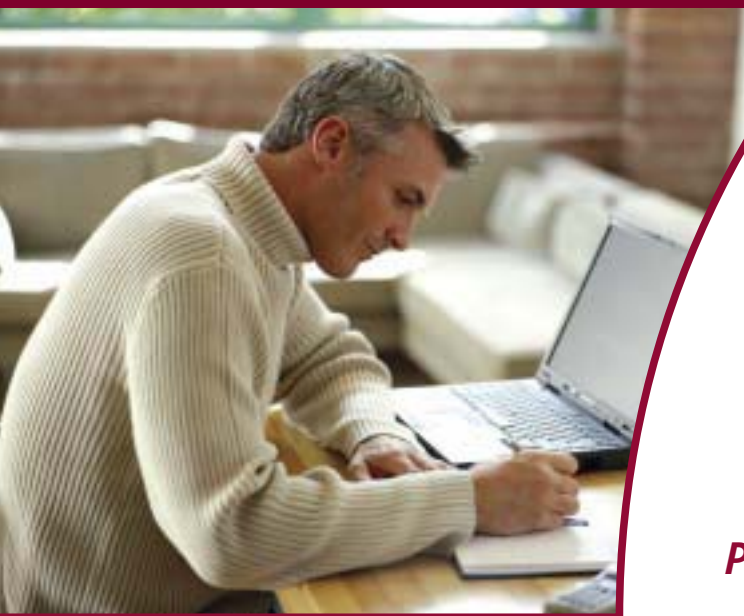
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Votre spécialiste en assurance de prêt



H A B I T A T

Loan Insurance



(Master Lnl 2)

Private individual or Entrepreneur

High investment security insurance

General terms - 2005

- Loans: from €310,001 to €7,600,000
- Death/TILA subscription possible up to age 65
- Reduction for non-smokers
- "Bonus" services: removal and works

General Terms

Serving as information notice

**To be kept
by the insured**

The APRIL Assurances "Association des Assurés" (association under French law of 1901, BP 3133 - 69211 Lyon Cedex 03) and AXERIA (Life Insurance company with capital of 15,000,000 euros 83/85 Boulevard Vivier Merle 69487 Lyon Cedex 03 RCS Lyon 350.261.129) have signed an agreement for group insurance with optional membership and administrative management by APRIL Assurances. This agreement is open to members of the APRIL Assurances "Association des Assurés".

The authority responsible for inspection of the Insuring organisation is the "Commission de contrôle des assurances, des mutuelles et des institutions de prévoyance", 54, rue de Châteaudun, 75009 Paris.

This agreement is governed by the insurance code, these general terms and the certificates of cover supplied to Subscribers.

1. Object of the Insurance

Depending on the options and excesses selected on joining by the Subscriber, the agreement covers:

- payment of capital to the lending organisation, in the case of Death or Total and Irreversible Loss of Autonomy of the Insured,
- payment to the lending organisation of monthly instalments falling due during work stoppage on the part of the insured, in the case of Total Incapacity for Work or Permanent Total Disablement for Work.

The cover applicable to the Insured is defined in the certificate of cover.

It is based on the good faith of the parties and the declarations of the Insured and the Subscriber.

2. Who can be insured?

2.1 - General Provisions:

To be admissible for insurance, every applicant must:

- be aged between 18 and 59 for all cover (65 for Death/TILA cover only),
- reside in mainland France (i.e. excluding Corsica and French Overseas Departments and Territories),
- have signed a loan or leasing contract with a lending organisation,
- exercise a professional activity, without having specific arrangements for working time and/or conditions of work for health reasons, and be effectively working for TTIW and PTD cover

Women who benefit from a suspension of activity for maternity leave (or assimilated for self-employed) or parental leave for education may take out TTIW and PTD cover

- have satisfactorily completed the medical formalities. For this purpose, the applicant must complete a medical questionnaire and, at the request of APRIL Assurances, submit to medical examinations and supply the medical and financial information required .

APRIL Assurances may ask the Insured to communicate the rental or loan amortization table together with the amount of the buyback option in the case of leasing.

2.2 - Specific provisions

- People who meet the conditions specified in 2.1 and reside in Corsica or French Overseas Departments and Territories may subscribe and be insured for Death/TILA cover only
- People who meet the conditions specified in 2.1 and reside outside France may subscribe and be insured for Death/TILA cover only, on condition that the loan to be covered is:
 - contracted with a financial organisation located in France,
 - in euros,
 - documented in French.
- subject to meeting the conditions specified in 2.1, subscription to all cover for a loan subscribed with a financial organisation located within the European Union or Switzerland is possible, on condition that the loan to be covered is:
 - in euros,
 - documented in French.

Within the framework of TTIW and PTD cover, the Insurer covers repayments falling due on interest-only loans, or with deferral of repayment for less than 2 years, when these repayments are in regular instalments as specified in the amortization table.

3. Content of your cover

This cover applies throughout the world.

3.1 - Death cover:

In the event of death of the insured, the capital outstanding on the date of death, as shown on the amortization table and within the limit of the amount covered, is paid to the lending organisation. It can be paid to another beneficiary designated by the subscriber, subject to the written agreement of the lending organisation.

Where subscription concerns a leasing contract, the Insurer pays the total amount of future rental payments due and the residual value (buyback option).

3.2 - Total and Irreversible Loss of Autonomy cover:

TILA due to an illness or accident covered is assimilated with death.

In case of the insured person suffering TILA, it is paid to the lending organisation, or, if the latter has given its written agreement, to the Insured him/herself or to any other designated beneficiary, the outstanding capital being determined with reference to the day on which the TILA is recognised by APRIL Assurances and this:

- either on the date of notification of the definitive Social Security decision classifying the insured person in disablement category 3, with allocation of the corresponding pension, in accordance with section L 341-1 and following and R 341-2 of the Social Security Code,
- or on the date on which the insured person is considered 100% disabled, requiring the assistance of a third person, following an industrial accident,
- of if he/she is not covered by state social insurance, on the date set by corresponding certificates established by the Insured person's doctor and the APRIL Assurances doctor,
- as soon as proof of the date of TILA consolidation has been supplied.

The capital is not due if TILA consolidation is acquired after the insured person has reached the age required to claim an old age pension or at the latest after the age of 65, even if the accident or illness that caused it is prior to that date.

TILA cover ceases when the insured person reaches the age required to claim an old age pension and at the latest on his/her 65th Birthday.

Payment of the capital terminates the insurance.

3.3 - Additional cover:

Insured parties who exercise the profession of doctor, surgeon, dental surgeon, physiotherapist or veterinary surgeon, who request to do so and pay the corresponding additional premium, have the benefit of assimilation with death in the case of 100% professional disablement as shown on the attached scale, if this is consolidated before the Insured reaches the age required to claim an old age pension and at the latest before the age of 60.

In this situation, the capital covered, paid to the lending organisation, or, if the latter has given its written agreement, to the Insured him/herself or to any other designated beneficiary, corresponds to the outstanding capital determined with reference to the date on which 100% professional disablement is consolidated.

Payment of the capital terminates the insurance.

3.4 - Temporary Total Incapacity to Work and Permanent Total Disablement for work:

From the 91st day of temporary total and continuous incapacity to work, the Insurer pays the repayment or rental arrears when due as shown on the amortization table and within the limit of the amount covered.

No modifications to the loan amortization plan giving rise to an increase in payments due during a period of TTIW or PTD can be taken into account.

Total or partial repayment of the capital borrowed, in advance or otherwise, is not covered by the Insurer.

In the case of graduated monthly instalments, coverage of payments due during the period of TTIW or PTD will be based on the amount shown on the amortization table.

Payment of repayment or rental instalments applies throughout the period of incapacity to work and pro rata to the duration of work stoppage.

However, the Insurer does not take responsibility for the buyback option when the condition of incapacity to work persists on the last day of the hire term originally specified at the beginning of the leasing with buyback option.

In the event of a relapse within 2 months of returning to work, the payment



of instalments is resumed from the first day of the new work stoppage, on condition that subscription to the agreement and/or the agreement is in force. To give the right to the payments defined above, the work stoppage must give rise to genuine and complete interruption of the Insured's professional activities, and he/she must follow the medical treatment prescribed to him/her and take the necessary rest to achieve a cure.

Responsibility for repayments or rental instalments ceases in the case of total or partial resumption of work, or on the date on which the insured person reaches the age required to claim an old age pension or at the latest at the age of 60.

3.5 - Co-borrowers:

In the case of simultaneous work stoppage by co-borrowers, the total amount of benefits paid for the same loan may not exceed the amount of the sums due to the lending organisation for the same period.

3.6 - Upper limits:

Claims paid within the framework of the present agreement are limited:

- to the amount of the capital borrowed, within the limit of €7,600,000 euros, under Death/TILA cover,
- to the amount of the monthly instalment, within the limit of €7,600, under TTIW and PTD cover.

3.7 - Revision of delegation of benefit and additional assignment clauses:

No modification may be made to the cover requested by the Insured or the Subscriber without the written consent of the lending organisation that granted the loan.

4. Expert assessment

The condition of incapacity, disablement and TILA of the Insured is determined by expert medical assessment, regardless of any consideration of the mandatory social security scheme to which the Insured is affiliated.

APRIL Assurances reserves the option to have an expert assessment carried out on the Insured by a doctor of its choice, at any time.

To achieve this, at the risk of non-applicability of cover, the doctors designated by APRIL Assurances must have free access to the Insured in order to determine his/her condition, failing which payment of benefits will be suspended or stopped.

In the case where the Insured suffers an accident or illness outside France, he/she is obliged to elect domicile in France for any dispute of a medical nature or for any legal action occurring on the occasion of a claim.

In the event of a dispute, each of the parties designates a doctor. If the doctors designated in this way are not in agreement, they call in a third doctor.

The three doctors operate by common agreement and with a majority vote. If one of the parties fails to name its doctor, or the two doctors fail to agree on the choice of the third, the designation is made by the Chairman of the competent court. In the first eventuality, the nomination takes place at the request of the most diligent party, made at the earliest 15 days after delivery to the other party of a recorded delivery letter of formal notice with notification of receipt: if necessary, the third doctor is designated by the Chairman of the tribunal, ruling as referee.

The parties will refrain from taking any legal action before the third doctor, designated either amicably or by referee, has made his/her PROVISIONAL or final report, unless three months have gone by since his/her nomination, subject to any period of time laid down by the Chairman of the Tribunal.

Each party pays its doctor's costs and fees and, if applicable, half the third doctor's fees and nomination costs.

5. Payment of benefits

To obtain payment of benefits, all supporting documentation that the insurer deems necessary for processing the case must be produced, and in particular:

In the event of death:

The assigns must supply APRIL Assurances with all the supporting documentation required, in terms of both the circumstances and the causes of death. The resulting costs will be charged to the Beneficiary.

The sums due are payable to the registered offices of the lending organisation, after proof of its capacity and provision of the following elements, in particular:

- the death certificate,
- the medical certificate stating the nature of the illness or Accident that caused the death,

- copy of "livret de famille" (French family record book showing dates of births and deaths - for other nationalities copy of appropriate birth and death certificates),
- the police report in the case of accidental death,
- the amortization table at the date of death.

They are paid under the same conditions to a Beneficiary other than the Lending organisation if this has been agreed in writing.

In the event of Total and Irreversible Loss of Autonomy or 100% Professional Disablement:

- a copy of the Insured's "livret de famille" (or appropriate birth and death certificates - see above),
- a detailed medical report on the cause, nature, start, evolution and probable duration of the illness or the foreseeable consequences of the accident, together with the degree of incapacity to work,
- the amortization table for the loan concerned,
- any other necessary elements requested by the Insurer for the justification of the condition of disablement.

Provisions common to Temporary Total Incapacity to Work and Permanent Total Disablement for work:

The declaration must be accompanied by:

- a medical certificate indicating the nature of the accident or disease justifying the Temporary Total Incapacity to work or Disablement, start date and probable duration of this condition,
- the police report in the case of an accident,
- the amortization table,
- all other necessary documents requested by the Insurer providing proof of incapacity or disablement.

Any claim not declared within 30 days after the end of the waiting period, is definitively excluded from cover if the Insurer establishes that the delay has been prejudicial to its interests (unless the delay is due to an act of God or force majeure).

In the same way, an extension of work stoppage not declared within 30 days will not give rise to benefits if the Insurer establishes that the delay has been prejudicial to its interests.

6. Premium

The premium is fixed according to:

- the age attained by the Insured,
- the subscribed cover,
- the tariff applied each year,
- the capital outstanding on the 31/12 of the previous year for Death/TILA cover,
- the amount and term of monthly or rental instalments for PTD and TTIW cover,
- whether or not the Insured is a smoker,
- his/her professional category,
- information supplied by the Insured.

For leasing contracts, the basis of calculation for Death/TILA cover is the cumulative total of rental payments including all taxes, at the start or remaining due, together with the value of the buyback option.

The age of the Insured party is determined by the difference in years between the year in progress and the year of birth.

Current taxes paid by the insured are included in the premium.

The premium may be updated on the first of January every year in accordance with the results of the group insured.

Premiums are payable in advance yearly, half-yearly, quarterly or monthly, depending on the payment method chosen by the Subscriber.

In the case of failure to pay a premium within 10 days of its due date, APRIL Insurance will send the Subscriber a recorded delivery letter of formal notice. This gives rise to suspension of cover 30 days later. After a further period of 10 days, APRIL Insurance will terminate the subscription ipso jure. It will also be able to take legal action to claim payment of outstanding premiums.

In the event of formal notice for non-payment, the premium will become due immediately for the whole year, in accordance with the Insurance Code.

In the event of payment of the amount shown on the letter of formal notice, after suspension of cover and before termination, cover will be reinstated at midday on the day after the date of payment.

Exemption from payment of premium:

The Insured for whom the Insurer pays monthly instalments falling due in the case of work stoppage (TTIW or PTD), is exempted from payment of his/her premiums related to this cover.



7. Cover limitations

Death, TILA and 100% Professional Disablement cover does not apply in the case of claims resulting from:

- suicide during the first year following subscription, any increase in cover or resumption of cover,
- flying accidents unless the Insured was on board an aircraft with a valid airworthiness certificate, flown by a pilot qualified to fly the aircraft used and with an unexpired licence (this pilot may be the Insured him/herself),
- flying accidents resulting from aerobatics, shows, records, record attempts, preparatory trials, acceptance trials and parachuting (unless justified by the critical situation of the aircraft),
- a war involving the French State.

TILA, 100% Professional Disablement, TTIW and PTD cover does not apply in the case of claims arising from:

- a suicide attempt,
- a deliberate act by the Insured or the Beneficiary,
- accidents resulting from a state of intoxication, (alcohol level higher than the legal level applicable on the day of the accident),
- alcoholism,
- the use of drugs not prescribed by a doctor or hallucinogens,
- vertebral/disc disorders, their continuation and consequences,
- psychiatric, psycho-neurological, psychosomatic or neurotic type disorders, depressive states of any kind, insanity and breakdown, unless these cases give rise to continuous hospitalisation for over 10 days,
- continuation or consequences of illnesses, accidents and infirmities initially diagnosed before the start date of cover. Cover applies however to the consequences of diseases, accidents and infirmities that were declared on the medical questionnaire, unless they were subject to an exclusion clause on the certificate of cover,
- treatment or operations for aesthetic reasons,
- transmutation of the atomic nucleus, whether by fission, fusion, ionising radiations or other means. However, the consequences of a malfunction of radiological instruments or faulty operation in use are covered if they occur on the occasion of medical treatment which the Insured is undergoing as the result of a covered illness or Accident,
- the consequences of acts of civil or foreign war, riots, insurrections, civil commotion or brawls (except self defence, assistance to a person in danger or accomplishment of professional duties),
- practice of a sport in a professional capacity,
- practice of the following activities is excluded unless it was declared by the Insured on taking out the insurance and was the subject of a price proposal made by the Insurer at the request of the Subscriber and accepted by the latter:
 - practice of a sporting activity within the framework of amateur competitions and/or as member of a federation and/or club, whether or not it necessitates the use of motorised equipment,
 - practice of dangerous sports such as bobsleigh, snowmobile, ski-bob, skeleton, scuba diving or fishing, sailing, potholing, climbing, mountaineering, bungee-jumping, canyoning, catamaran.

TTIW cover alone does not apply in the case of:

- pregnancy, normal childbirth, miscarriage, unless the insured is in a condition of total incapacity to work due to pathological causes; her legal maternity leave is then deducted from the duration of incapacity to work in addition to the waiting period,
- thermal or other cures, stays in rest establishments.

8. Effect, duration and cessation of cover

8.1 - Effective date of cover:

Cover takes effect from the date of existence of a commitment by the Insured to the Lending organisation, materialised by signature of the loan contract, and at the earliest at zero hours on the day after the date of receipt of the insurance application by APRIL Assurances, subject to payment of the first premium (condition precedent) and acceptance of the risk by APRIL Assurances. Nevertheless, in the event of death of the Insured after signature of the loan contract but before the funds have been released, subscription to this agreement will take full effect if the loan contract stipulates that the operation for which the loan is granted, remains.

The Insurance start date is determined by a certificate of cover specifying the initial amount of the capital insured in the event of Death or of TILA, then the successive amounts of the capital outstanding and, if applicable, the amount and frequency of repayment or rental instalments.

Until notification of acceptance or non-acceptance, and in the case where there is an existing commitment by the Insured to the Lending organisation as defined above, cover is granted provisionally for the risk of death due to accident, within the limit of 310,000, in return for an advance payment of premium and for a maximum period of 2 months, starting at zero hours on the day after the date of receipt of the insurance application by APRIL Assurances.

8.2 - Waiting time:

No waiting time for Accident and Illness except:

- for loans already in progress and not insured at the time of subscription, for which the waiting time is 3 months for all illnesses and disorders,
- a waiting time of 10 months is applied for maternity-related claims,
- for insured parties who are pregnant and/or on maternity leave (or assimilated for self-employed) and/or on parental leave at the time of subscription,
- a waiting period is applied to TTIW and PTD claims, due to any cause, until effective resumption of work.

8.3 - Insurance term:

Cover is renewed by tacit reconduction on the first of January of every year for as long as the agreements remain in force.

In the event of cessation of activity of the APRIL Assurances "Association des Assurés", the Insurer undertakes to maintain all cover granted to the Insured on the date of such cessation.

8.4 - Withdrawal:

Subject to the agreement of the lending organisation, the Subscriber has the option of withdrawing from the cover subscribed by sending a recorded delivery letter with notification of receipt to APRIL Assurances, within 30 days of the first payment. This payment will be refunded to the Subscriber in full within a maximum period of 30 days from receipt of the letter of withdrawal, which can be worded as follows:

"Please note my withdrawal from the application for subscription to the "Master Loan Insurance 2" agreement signed by me, and refund my payment in full within 30 days".

Death cover is acquired until dispatch of the cheque corresponding to the amount of the premium refunded and at the latest up to the 30th day after the effective date of subscription.

8.5 - Cessation of cover

Contract cover ceases:

- In the event of cancellation of the present agreements by the APRIL Assurances "Association des Assurés" or the Insurer on the annual renewal date. In this case the Association undertakes to inform each Subscriber and the Insurer undertakes to maintain, at the request of the Insured, equivalent cover to that applicable on the date of termination,
- as soon as the Insured ceases to belong to the insurable workforce,
- in the case of the loan being payable before term,
- in the case of termination by the Subscriber, on the annual renewal date on 31/12, by recorded delivery letter with at least 2 months notice and the agreement of the beneficiary if the latter is the accepting beneficiary,
- as soon as the Insured has fully repaid the loan covered by the insurance,
- in the case of non-payment of premiums,
- when the Insured reaches the age limit for benefits, i.e.:
 - on his/her 60th birthday for TTIW and PTD cover,
 - on his/her 65th birthday for TILA cover,
 - on his/her 75th birthday for Death cover.

Penalties in the case of false declaration:

Any inaccuracy, omission, reticence or false declaration, intentional or not, by the Insured concerning the elements comprising the risk at the time of subscription or during subscription, is penalised even if it has no influence on the claim, by reduced compensation or nullity of the contract. In the same way any omission, reticence or false declaration, intentional or not, in declaration of the claim exposes the insured to forfeiture of cover and termination of subscription.

9. Term of limitation

Any action deriving from subscription to this agreement is limited to a term of 2 years from the event that gives rise to it, unless the beneficiaries of the capital in the event of death are the Insured's assigns ; in this case, the term is increased to 10 years.

The term of limitation is interrupted by one of the usual causes of interruption or by sending a recorded delivery letter with confirmation of receipt addressed by the Insured or the Beneficiary to APRIL Assurances in terms of payment of benefits, and by APRIL Assurances to the Subscriber in terms of payment of premiums.



10. Modifications during the contract term

The Insured must inform the Insurer in writing, within 90 days following any change of status, situation or domicile (by default letters sent to the last known address will take full effect) and in the case of a change of professional activity or cessation of professional activity.

In the event of occurrence of one of the events listed above and in accordance with section L113.16 of the Code, the Subscriber and the Insurer have the option to terminate cover, with such termination taking effect 1 month after the other party has received notification of the fact.

In the event of modification of loan characteristics during the contract, the Subscriber must inform APRIL Assurances in writing and send it the updated amortization table.

11. Subrogation

In the event of a Claim caused by a responsible third party, the Insurer may exercise its right to recourse in accordance with the Insurance Code, up to the amount of the benefits and compensation payments made.

12. Examination of complaints

In the case of difficulties with application of the contract, the Subscriber is recommended to contact his/her usual Insurance consultant. If any dispute persists after response, the Subscriber could send a written complaint to the Customer Services Department: Service Clients - APRIL Assurances - 27, rue Maurice Flandin - 69403 Lyon cedex 03.

Lexicon

Accident:

All unintentional bodily damage to the Insured, due an abrupt, sudden and violent action of fortuitous and unforeseeable nature, with an outside cause.

However, the following are considered as illnesses and not accident: organic injuries due to effort, sunstroke, freezing and congestion.

Subscriber:

Person who subscribes to this group agreement.

Insured:

Physical person accepted for insurance and whose life the insurance is based on.

Beneficiary:

The lending organisation designated on the insurance application, and if applicable for death cover, the physical entities designated on the insurance application after approval by the lending organisation.

Code:

Insurance Code.

Consolidation:

Lasting stabilisation of the Insured's state of health, evolving towards neither improvement nor aggravation.

Waiting time:

Period during which cover is not yet in force. The starting point of this period is the insurance start date, shown on the certificate of cover.

Hospitalisation:

Fact of receiving treatment in a hospital establishment requiring a minimum stay of 24 hours or one night.

A hospital establishment is considered like to be a hospital or clinic authorized to practise medical treatments and procedures on people who are ill or injured, possessing local authority authorization for these practices, together with the necessary personnel.

Illness:

Any deterioration in health confirmed by a competent medical authority.

Total and Irreversible Loss of Autonomy (TILA):

The Insured is totally and irreversibly incapable of engaging in any job or occupation whatsoever for a possible gain or profit. In addition, his/her condition must necessitate the assistance of a third person to accomplish the ordinary acts of everyday life.

Temporary Total Incapacity to Work (TTIW):

The Insured is considered in Temporary Total Incapacity to Work if following an accident or illness covered, he/she is temporarily completely and continuously unable to exercise his/her profession.

Permanent Total Disablement for work (PTD):

Resulting from an accident or illness covered, condition that makes it impossible for the Insured to exercise any profession whatsoever before the age of 60, though without necessitating the assistance of a third person to accomplish the ordinary actions of everyday life.

Claim:

Event, Illness or Accident calling the insurance into play, while cover is in force.

Appendix - Special scale for 100% permanent professional disablement for the professions of doctor, surgeon, dental surgeon, physiotherapist and veterinary surgeon.

- Total incurable insanity
- Complete blindness
- Total deafness in both ears
- Complete organic hemiplegia
- Dislocation or ankylosis of the shoulder
- Complete paralysis of the brachial plexus, arm median, radial above triceps
- Amputation of the arm, forearm or wrist
- Loose non-union (pseudo-arthritis) of the right arm, elbow or forearm
- Loss of hand
- Loss of thumb or terminal phalanx
- Loss of index finger
- Loss of middle finger
- Loss of ring finger
- Loss of two lower members (above the tarsus)
- Above-knee amputation
- Loose non-union of the thigh or both bones of the leg

100%



The APRIL Assurances offer

APRIL Assurances designs, manages and distributes simple and innovative insurance solutions to a network comprising 11,400 independent insurance consultants in France.

Its fields of expertise are wide and diversified, enabling it to offer a response to the widest possible range of insurance requirements: families, seniors, students, travellers, borrowers, directors, employees, self employed workers, etc. APRIL Assurances cover is clear, comprehensible and accompanied by numerous services offering additional convenience to everyone.

Areas of expertise



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Health insurance and individual providence solutions.

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Habitat

Loan insurance and credit offer solutions.

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Our commitment
Your satisfaction

- ISO 9001 version 2000 certification.
- Immediate processing of documentation for management within a maximum 24 hours.
- 94% of people insured satisfied.
- 96% of insurance consultants satisfied (IPSOS results 2004).



Saving, retirement and defiscalization solutions.



International insurance solutions.



Automobile and home insurance solutions.

Key figures

- APRIL Assurances founded in 1988,
- Division of APRIL GROUP, **listed on the "Second Marché" of the Paris bourse,**
- **1 million** people insured individually or through their employers,
- **A network of 11,400 independent insurance consultants** distributed throughout French territory,
- 550 staff.

Your Insurance Consultant

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