

CONTRACT 2

EXTRACT FROM THE GROUP INSURANCE CONTRACT NO. 23624 SUBSCRIBED

between :

GENERALI VIE

A public limited company with company capital of EUR 285 863 760,

An undertaking governed by the French Insurance Code

Mailing address:

GENERALI

Direction des Entreprises

Assurances Collectives

7 Boulevard Haussmann,

75442 Paris Cedex 09, France,

referred to hereinafter as "**the Company**",

and :

ASSOCIATION DE PREVOYANCE DU PERSONNEL NAVIGANT (APPN)

Registered office: 82 Avenue François Mitterrand, 91200 ATHIS-MONS, France,

referred to hereinafter as "**the Contracting Party**".

CATEGORY OF PERSONNEL INSURED:

**THOSE MEMBERS OF THE ASSOCIATION
WHO ARE OR HAVE BEEN FLIGHT
OFFICERS BELONGING TO THE
CATEGORIES "AIR TRANSPORT" AND
"AIR EMPLOYMENT"**

INSURANCE COVER GRANTED

CONSOLIDATED SECTION

DEATH – TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

1 – DEATH OF AN INSURED PERSON

Capital selected by the insured person at the time of joining the scheme, the maximum amount of which is set at EUR 300 000.

2 – TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

Payment of the capital provided for in paragraph 1.

COLLECTIVE PROVIDENT SCHEME

GENERAL REGULATIONS

PREAMBLE

This agreement for optional membership group insurance is governed by the French Insurance Code and by the provisions of the General Regulations, the Specific Conditions and the individual membership forms of the persons insured.

The present agreement is subscribed by the association designated in the Specific Conditions, referred to hereinafter as “the Contracting Party”, of the first part, and the company “GENERALI VIE”, 11 Boulevard Haussmann, 75009, Paris, referred to hereinafter as “the Company”, of the second part.

Insurable persons are those members of the Association who are or have been flight officers belonging to the categories “air transport” and “air employment”.

They are referred to as “insured persons” once they have been affiliated to the agreement.

The purpose of the present agreement is to provide the insured persons with the following insurance cover :

- capital in the event of death,
- capital in the event of the total and irreversible loss of autonomy.

The agreement relies on the good faith of the declarations made by the Contracting Party and the insured persons.

The agreement is issued in accordance with current legislation; new contractual provisions shall be drawn up in the event of any subsequent amendment.

MEMBERSHIP OF INSURED PERSONS

This insurance cover is open to members of the Association, referred to as insured persons, who, on the date on which the agreement becomes effective or at a subsequent date, are 45 years or younger and belong to the categories of persons referred to in the Specific Conditions, subject to the following reservations :

- the person must complete the individual membership form supplied by the APPN, and
- be actively employed with no reduction in hours on medical grounds.

If these conditions are not met, the membership is not effective until the date on which they are met. Notwithstanding, those persons registered at 31 December 2005 under the agreement issued on 10 December 1992 under the same number are admitted to the present agreement automatically.

STRIKING OFF OF INSURED PERSONS

Unless provision is made in an appended document, an insured person is automatically struck off the agreement as soon as he/she ceases to belong to the category of persons referred to in the Specific Conditions, even if, by mistake, the contribution in respect of the insured person who has been struck off has not ceased to be paid, or as soon as he/she asks to cease from benefiting from the cover provided under the present agreement.

Termination of the agreement shall automatically result in all insurance cover ceasing and the striking off of all the insured persons on the date on which termination takes effect.

CHECKS AND REPORTS BY MEDICAL EXPERTS

The doctors and delegated persons under instruction from the Company shall at all times have free access to the insured persons in order to carry out any checks and produce any reports, on pain of the cover ceasing to be valid and the payment of any current benefit being suspended.

On the basis of these checks, the Company reserves the right, under the provisions of the present agreement, to contest the condition or the degree of disability or invalidity of an insured person. If the parties do not agree with the conclusions of the medical expert, they may by mutual agreement refer to a third party for a further report. Should the doctors fail to agree on the name of a third-party expert, this person shall be designated by the Presiding Judge of the District Court (“Tribunal de Grande Instance”) of Paris. This appointment shall be made on the basis of an ordinary application signed by the two parties or by only one party, the other party having been sent notification to attend by registered letter.

The three doctors shall operate jointly and by a majority vote. Their decision shall be binding on the parties. Each party shall pay the expenses and fees of its representative. Each party shall pay half the fees of the third-party expert.

The law applicable to the present agreement shall be that of France, regardless of the place where an incident occurs. Any disputes that may arise from the application of the present agreement shall fall within the competence of the French courts exclusively.

EXCLUSIONS

Incidents resulting from the following occurrences are not covered :

a) Insurance in the event of death

- In the event of war, death shall only be covered subject to the conditions laid out in legislation on life insurance in war-time.
- In the event of suicide or attempted suicide during the first year of membership.

b) Insurance in the event of total and irreversible loss of autonomy

- Deliberate action on the part of the insured person.
- Matches, bets, races, competitions, challenges, aerobatics, record-breaking, attempts at record-breaking, acceptance tests.

Aerobatics carried out with the authorisation of the competent authorities are, however, covered by the agreement.

The exclusion concerning acceptance tests does not apply to test flights or to acceptance tests on new or overhauled aircraft.

- The practice of any sports on a professional basis.
- Flights in prototypes.
- The use of drugs other than those medically prescribed, the abuse of alcohol.
- Acts of war, either foreign or civil, the insured person’s active participation in military operations, rioting or brawling (except in the case of self-defence or the accomplishment of professional duty).

CONSOLIDATED SECTION

DEATH

TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

1 – DEATH OF AN INSURED PERSON

I – Object of the insurance cover

In the event of the death of an insured person, the Company shall pay the amount of capital selected by the insured person, the maximum amount of which is laid down in the Specific Conditions.

a) Automatic revision of the insurance cover on the initiative of the Contracting Party

On the initiative of the Contracting Party, the capital shall be increased automatically every eighteen months, with 6 months' leeway either side, to take account of inflation. Each insured person may, at his/her request, postpone application of automatic revisions for a period of time he/she may determine. In such a case, the delay in revision shall not be caught up.

b) Periodical adjustment on the initiative of the insured person

It is stated that, in compliance with the provisions of Article L132-7 of the French Insurance Code, cover in respect of suicide, for the additional cover corresponding to the increase of the insurance basis on the initiative of the insured person, is covered from the second year following such increase.

1) Amendment at the request of the insured person

- The amount of capital may be reduced freely.
- For those insured persons under the age of 50, the capital may be increased subject to a maximum of two brackets (the brackets being fixed by the Contracting Party) every five years. This increase is in addition to those of the automatic revisions.

2) Exceptional modifications

By way of exception to paragraph 1) above, those insured persons under the age of 50 may increase their capital by two brackets each time their remuneration is increased by more than 15 %. This increase in remuneration must be the result of a change of function, appointment, qualification or employer.

As appropriate, insured persons must submit their request no more than six months after the first automatic revision offered since the change.

It is for the insured person to submit the request for a periodical adjustment of the amount of the insurance cover to the Contracting Party in writing; such modifications may only take effect on the first day of the month following the request.

Cover may be maintained in respect of flight crew members reaching the age of 65 subject to the conditions set out below :

- The insured person must have been covered by the insurance policy for at least five years.
- The application must be made during the month preceding the insured person's 65th birthday.
- The guaranteed capital shall be the amount the insured party would have received before reaching the age of 65. The amount is, however, reduced by 10 % for each year of extension of the cover.

II – Beneficiaries

a) Designation

The capital is paid to the beneficiary(ies) designated by name by the insured person.

The insured person may designate the beneficiary(ies) either on his/her membership form or subsequently by means of a membership codicil.

Furthermore, the beneficiary may be designated in a document signed privately or before a notary.

If the insured person designates a beneficiary or beneficiaries by name, he/she may also indicate contact information that shall be used by the Company in the event of the death of the insured person.

If no particular designation is made by the insured person, the capital shall be paid to :

- His/her spouse judicially not separated ;
- for lack of, to the partner to whom he/she is bound by a “Civil Solidarity Pact”, in which case the partner must be able to prove domiciliation at the same address by producing a copy of his/her most recent tax notification ;
- for lack of, with benefits equally split among them, his/her children, living or represented, and the children of his/her spouse if they were his/her dependents ;
- for lack of, with benefits equally split among them, his/her father and mother, for lack of one of them, the other one in totality ;
- for lack of, his/her heirs at law in accordance with the order of devolution of your estate.

The standard designation of beneficiary shall nevertheless apply in the following cases :

- if all the designated beneficiaries die before the insured person ;
- if the insured person and all the designated beneficiaries die together in the course of the same event without it being possible to determine the order of death.

Furthermore, when an insured person has wished to divide up the capital among a number of beneficiaries, the death of one of them shall result in the redistribution of the capital among the others, in proportion to their respective shares.

b) Modification

Until acceptance by the beneficiary, the insured person may at any time amend his/her designation of beneficiaries if this has ceased to be appropriate.

c) Acceptance by the beneficiary

The stipulation by virtue of which the benefit of the insurance is attributed to a given beneficiary becomes irrevocable once this has been accepted by the beneficiary.

III – Formalities to be observed in the event of an incident occurring

The death of the insured person must be notified to the Company in writing, accompanied or followed by the return of the individual membership form, the death certificate, a medical certificate indicating the causes of the insured person's death and such documents as may be necessary to determine the amount of the insured capital.

IV – Cessation of the insurance cover

This capital is not due in the event of the death of the insured person occurring after he/she has been struck off.

2 – TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

I – Object of the insurance cover

In the event of the total and irreversible loss of autonomy of an insured person as a result of an accident or illness, the Company shall pay an amount of capital equal to the amount it would have paid if the insured person had died on the date of consolidation.

An insured person is considered to be in a state of total and irreversible loss of autonomy if, as a result of accident or illness, that person is totally and presumed definitively unable to carry out an occupation or work of any kind that would provide him/her with gain or profit.

The total and irreversible loss of autonomy is deemed consolidated on the date on which the condition thus defined is noted.

II – Beneficiary

Unless otherwise agreed, the beneficiary of the insurance cover is the insured person.

III – Payment of the benefit

The insured capital shall be paid to the insured person in a single payment through the Contracting Party, after consolidation of the total and irreversible loss of autonomy, where this has been caused by an accident resulting in either the total loss of use of two upper or lower limbs, or total and incurable blindness.

In all other cases, six months after consolidation of the total and irreversible loss of autonomy, the Company shall start paying the insured capital in monthly instalments, through the Contracting Party, either to the insured person, or to the insured person's legal representative.

There shall be twenty-four monthly instalments, the amount of each being equal to one twenty-fourth part of the capital in respect of death for which the insured person was covered at the time of the accident or illness causing the total and irreversible loss of autonomy.

However, in the event of the death of the insured person while in a state of total and irreversible loss of autonomy, the Company shall pay the monthly instalments still outstanding, through the Contracting Party, if appropriate, in a single payment, to the beneficiaries of the insurance in the event of death.

Insurance cover in the event of death shall cease on the date of consolidation of the total and irreversible loss of autonomy.

IV – Formalities to be observed in the event of an incident occurring

Except in fortuitous cases or cases of force majeure, any accident or illness that could result in total and irreversible loss of autonomy must be notified to the Company in writing within one year. Such notification must be accompanied or followed by a detailed medical certificate and, in the event of an accident, the official report of the accident.

The supporting documents drawn up by the French Social Security must also be produced.

Proof of the total and irreversible loss of autonomy is incumbent on the insured person or his/her rightful claimants. Even after having recognised as satisfactory the proof of an insured person's total and irreversible loss of autonomy, the insurer reserves the right to request the insured person to provide proof at least twice a year of the persistence of his/her condition. If the insured person fails to provide such proof to the insurer's satisfaction, his/her state of total and irreversible loss of autonomy shall be deemed to have come to an end. If the insured person ceases to be invalid before all the instalments referred to above have been paid or if he/she is unable to provide proof of the persistence of his/her invalidity, the instalments shall cease to be paid.

V - Cessation of the insurance cover

The capital is not due if the consolidation of the total and irreversible loss of autonomy occurs after the insured person's 60th birthday or after the insured person has been struck off, even if the accident or illness that caused it occurred earlier.

VI – Exemption

After the consolidation of the total and irreversible loss of autonomy, the insurer shall cease to receive contributions in respect of the insured person, on condition that these have been paid up to the date on which satisfactory proof of this condition is received.

APPENDIX

The cover afforded by the present agreement may be granted to members of the Association, subject to the conditions set out below.

A – EFFECT OF THE INSURANCE COVER

Insured person covered by the agreement at the time of his/her dismissal :

The effective date of the individual cover is the one on which the employment contract ceases to be effective.

Insured person not covered by the agreement at the time of his/her dismissal :

In order to be affiliated to the agreement, insured persons must :

- give their consent in writing on an individual application form supplied by the Association,
- be under the age of 45, and
- be fit for the work involved.

Individual membership forms must be sent to the Contracting Party. The date on which individual cover takes effect is no earlier than the first day of the month following the Contracting Party's receipt of the membership form.

B – INSURANCE COVER GRANTED

- capital in the event of death resulting from the after-effects of an accident or illness
- capital in the event of total or irreversible loss of autonomy resulting from the after-effects of an accident or illness

C – CESSATION OF THE INSURANCE COVER

The insurance cover ceases :

- if the insured person ceases to fall within the category indicated in the Specific Conditions,
- as soon as the insured person applies to no longer benefit from the insurance cover afforded by the present Appendix,
- in the event of the agreement being terminated or of failure to pay the contributions.

Termination of the agreement automatically results in the cessation of all insurance cover and the striking off of all insured persons.