

## **INFORMATION NOTE**

### **Death and Disability Scheme Contract n° L310-L324-L559 to every employee**

Collective group contract  
With mandatory enrolment  
underwritten by KLESIA Prévoyance

Published January 2018

## **SCHNEIDER ELECTRIC**

«This document is provided for information purposes only. It has no contractual value. Only the information leaflet in French 'Garanties Prévoyance Contrat No. L310 - L324 - L559' has contractual value and is enforceable between KLESIA Prévoyance and the policyholders of the SCHNEIDER ELECTRIC Contract.»



The objective of this Information Note is to inform you of the guarantees provided by KLESIA Prévoyance, which is a provident institution regulated by the French Social Security Code.

This Note, provided by your Employer, is a summary of the contractual provisions between you, your Employer and KLESIA Prévoyance.

The guarantees are managed by KLESIA Prévoyance.

This Note is a summary of the guarantees adopted by your Employer under the L310 – L324 – L559 reference numbers. It is also a summary of all the formalities to be completed. Your cover is restricted to the guarantees subscribed by your Employer.

Should you need more information, please contact your Employer.



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## Prior definitions

### ACCIDENT

Any bodily attack, unintentional on the part of the Subscriber or of the guaranteed-capital recipient caused exclusively by a sudden, external cause or force, excluding all illness or disease, even if it presents itself accidentally (such as cardiovascular disease, aneurysm rupture, stroke...)

### AFFILIATION

Situation of an employee of the Company which subscribed to the policy.

### BENEFICIARY

Natural or legal person receiving benefits and/or funds as provided by contractual guarantees arising from the materialisation of an insured risk.

### DEPRIVATION

Loss of the rights to benefit from guarantees due to the non-respect of the contractual obligations by the subscriber or the employer.

### REPORTING DEADLINES

Period of time during which the Company or the Subscriber must report the claim in order to activate the cover.

### GRACE PERIOD

Period starting from the date of admission to hospital or the beginning of care or official sick leave during which contractual guarantees do not apply.

### SUBSCRIBED EMPLOYER

SCHNEIDER ELECTRIC INDUSTRIES SAS, in its quality of subscribed employer; when SCHNEIDER ELECTRIC INDUSTRIES SAS is concerned in order to apply the contract's provisions as any other subscribed employer, it is assimilated as a subscribing employer.

### MEMBER COMPANY

Legal entity which subscribes the contract in the name of its employees and adheres to the contract by contribution of funds and signature of the contract by its representative.

### GUARANTEE

Commitment of the provident institution, in return for an agreed contribution pay a benefit subsequently to a covered risk and claim during the contractual period.

### ILLNESS

All changes affecting the health of an employee as determined by the medical authority and deemed to be the trigger for payment of the French Social Security regime compensation.

### PARTICIPANT

Subscribing Company's employee considered as an insured policy holder.

### BENEFIT IMPLEMENTATION

The implementation of the subscribed guarantees by the provident institution which can take form of a lump sum capital payment, annuities or daily financial compensation.

### ACCIDENT

Materialisation of an event liable to trigger contractual guarantees.

## General information

### YOUR AFFILIATION

The objective of this Information Notice is to describe a group benefit plan as subscribed by your Employer for the staff of all the legal entities which acceded to the Group Collective Agreement on the implementation of a complementary "high risk" benefit scheme according to the Group Schneider Electric agreement signed on January 14, 2015. This is embodied by the payment of regular contributions and by the adherence of the members of the Employees' Representatives Committees.

You may benefit from the contract taken out by your Employer with KLESIA Prévoyance - a provident institution regulated by the French Social Security Code, headquartered at 4 rue Georges Picquart, 75017 Paris - is collective and mandatory for every employee belonging to the staff of the affiliated category.

You are obliged to be insured as soon as the legal entity you belong to adheres to the contract.

All employees with a valid labour contract currently on work incapacity leave or declared disabled may benefit from the death cover, as detailed in this Information Note, provided that their names are on the list of employees written off sick or on disability on the date of the signature of the contract.

However, if those employees on work incapacity or disability leave with a valid labour contract on the date of the signature of the contract benefit from the death cover of a previous collective contract subscribed by the Company, the lump-sum capital or annuities paid under the KLESIA contract will be calculated considering the sums resulting from the previous contract. Those sums will be deducted from the payment under the new contract.

The only employees eligible to benefit from the KLESIA underwritten contract are those who currently benefit from the French Social Security cover, including employees under the specific rules applied in the departments of Moselle (57), Bas Rhin (67) and Haut Rhin (68) or under cover of Social Agricultural Mutual Fund, subject to a valid work contract on the date of their employer's subscription.

Employees working outside of France but who are still covered by the French Social Security and all detached employees continue to benefit from the guarantees of the KLESIA contract.

Employees based outside of France who are

covered by the specific Fund for French Citizens Abroad (CFE) continue to benefit from the guarantees of the KLESIA contract.

The Corporate Executive officers affiliated to the French Social Security as per the article L.311-3 of the Social Security Code may benefit from the guarantees of the KLESIA contract, subject to the respect of the statutory procedures relevant to their situation.

### ENTRY INTO FORCE OF THE GUARANTEES

#### During the course of the contract

Guarantees shall take effect - if you are a new employee, or an existing employee declared eligible to benefit from the contract - from the first day of your labor contract or your declared eligibility, providing your situation is declared to KLESIA within ninety days.

#### In the event of modification of Company guarantees

All changes to the Company guarantees apply to claims/accidents which occur after the modification. Ongoing benefits are not affected.

## Protection of your personal data

Within the framework of the contractual relationship between your Employer and the Institution, personal data concerning you is collected by KLESIA Prévoyance, an entity of the KLESIA Group, located at 4, rue Georges Picquart 75017 PARIS, as the data controller.

All data are mandatory, except those identified as optional. Mandatory data is necessary for the conclusion of the Contract or for compliance with legal, regulatory and administrative provisions in force. If you fail to provide the mandatory data, KLESIA Prévoyance will be unable to process your requests.

The purposes of collecting your personal data :

- Within the framework of the execution of the Insurance Contract, the personal data we collect will allow: - the study of your specific needs necessary for the conclusion of insurance contracts in order to offer you adapted contracts;
  - pricing, issuing pre-contractual, contractual and accounting documents, collection of premiums or contributions and their possible distribution among co-insurers and

reinsurers, commissioning, risk monitoring and other technical operations necessary for the management of insurance contracts;

- Benefits and claims management for the execution of insurance contracts;
- the preparation of statistics and actuarial studies;
- the exercise of appeals and the management of complaints and disputes;
- the management of requests related to the exercise of your rights;
- the search for deceased life insurance policyholders and the processing of beneficiaries'

of life insurance contracts through AGIRA.

Your personal data is also processed in order to comply with the legal, regulatory and administrative provisions in force. In this context and in order to meet its legal obligations, KLESIA Prévoyance implements a monitoring process for the purpose of combating money laundering and the financing of terrorism and the application of financial sanctions.

- Various processing operations carried out by the entities of the KLESIA Group are based on legitimate interests in order to provide you with the best products and services, to continue to improve their quality and to get to know you better in order to personalise the content and services offered and adapt them to your needs. They correspond to:
  - the implementation of prevention actions;
    - the management of our commercial relationship, in particular through actions such as a loyalty programme, satisfaction surveys, polls, competitions or product or service tests;
    - the fight against insurance fraud and unpaid bills, if necessary, the inclusion on a list of persons presenting a risk of fraud that may lead to a reduction or refusal of the benefit of a right, a benefit, a contract or a service offered by the entities of the KLESIA Group;
    - commercial prospecting for KLESIA Group products and services similar or complementary to those you have subscribed to.

The processing of your health data:

The processing of your health data by KLESIA Prévoyance is subject to your consent. Nevertheless, the conclusion of the Insurance Contract is equivalent to the collection of consent for the processing of your health data

for the purposes of contract management and the fight against fraud. For any other service requiring the processing of your health data, specific consent is obtained.

In all cases, your health data is treated confidentially and is exclusively intended for the use of KLESIA Prévoyance's medical advisors and their medical services as well as specifically authorised internal or external persons.

Automated decisions and profiling :

In certain cases, KLESIA Prévoyance may be required to implement automated decisions or profiling processes based on the analysis of your data. In each case, KLESIA Prévoyance will specifically inform you and allow you to challenge an automated decision taken in your respect.

The recipients of your personal data :

Within the framework of KLESIA Prévoyance's processing, your data may be transferred to the various recipients listed in the table below.

Transfer of your personal data outside the European Union:

KLESIA Prévoyance processes your personal data in France or in Europe. However, if a transfer of data to countries not recognised by the European Commission as having an adequate level of protection were to be envisaged, we would inform you specifically, specifying the guarantees put in place to protect your personal data.

How long your personal data will be kept :

Your personal data is kept for the duration of the commercial or contractual relationship and until the expiry of the legal requirements or those necessary to comply with a regulatory obligation. The retention periods vary according to the purposes and are detailed in the table below.

Your rights:

You have the right to access the data processed, to rectify any inaccuracies, to erase it in certain cases, to limit the processing and to have your data transferred.

The right to transfer allows the direct transfer of personal data that we process automatically to another controller. This right only applies in cases where personal data is provided by you and processed based on your consent or the performance of a contract.

You can also object to the processing of your data at any time :

- for reasons relating to your particular situation, which we would be grateful if you could explain;
- when your data is processed for marketing purposes, without having to justify yourself.

In addition, if you do not wish to be the subject of commercial solicitation within the framework of telemarketing, you can register free of charge on the BLOCTEL telemarketing opposition list. For more information, please visit [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

In addition, you have the ability to :

- define general and specific directives specifying the way in which you intend these rights to be exercised after your death;
- withdraw your consent if the processing of your data is based solely on your consent.

Finally, the right of access to processing relating to the fight against money laundering and the financing of terrorism is exercised with the CNIL via an individual right of access procedure. However, the right of access to data processing

allowing the identification of persons subject to an asset freeze or a financial sanction is exercised by KLESIA Prévoyance.

Exercising of your rights with KLESIA Prévoyance:

These rights can be exercised by proving your identity and specifying the right you wish to exercise as well as any element facilitating your identification.

For any information or to exercise your rights in relation to the processing of your personal data managed by KLESIA Prévoyance, you can contact its Data Protection Officer (DPO):

- by e-mail: [info.cnil@klesia.fr](mailto:info.cnil@klesia.fr)
- by post to KLESIA - SERVICE INFO CNIL - CS 30027- 93108 Montreuil Cedex.

Complaints to the CNIL :

You also have the ability to make a complaint to the Commission Nationale Informatique et Libertés (CNIL) at the following address: 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 or <http://cnil.fr>

Legal basis for processing	Goals	Duration of service
<ul style="list-style-type: none"> <li>• Performance of an insurance contract</li> </ul>	<ul style="list-style-type: none"> <li>• The study of your specific needs necessary for the conclusion of the insurance contracts in order to offer you customised contracts;</li> <li>• Pricing, issuing pre- contractual, contractual and accounting documents, collecting premiums or contributions and their distribution, if any</li> <li>• between co-insurers and reinsurers, commissioning, the risk monitoring, and other technical</li> <li>• operations necessary for the management of insurance contracts;</li> <li>• Benefits and claims management</li> <li>• for the execution of insurance contracts;</li> <li>• The preparation of statistics and actuarial studies;</li> <li>• The exercise of appeals and the management of complaints and disputes;</li> <li>• The management of requests related to the exercise of your rights;</li> <li>• The search for deceased life insurance policyholders and the processing of</li> <li>• requests from beneficiaries of life insurance contracts through AGIRA.</li> </ul>	<ul style="list-style-type: none"> <li>• Health and provident insurance contracts 5 years from the end of the Contract</li> <li>• OR</li> <li>• Life insurance contract 10 years after the death of the insured and maximum 30 years if no claim is made on the death benefit</li> </ul>
<ul style="list-style-type: none"> <li>• Legal, regulatory and administrative obligation</li> </ul>	<ul style="list-style-type: none"> <li>• Combating money laundering and terrorist financing</li> </ul>	<ul style="list-style-type: none"> <li>• Subject to more stringent provisions (e.g., right of access by the tax authorities): 5 years from the closure of the account or termination of the relationship for data and documents relating to the identity of customers.</li> </ul>

## Recipients

- employees responsible for the awarding, management and execution of Contracts;
- management delegates, insurance intermediaries, partners;
- providers;
- subcontractors, or entities of the KLESIA Group in the performance of their duties;
- the insurance entities of the persons involved or offering supplementary benefits;
- co-insurers and reinsurers as well as professional entities and coverage funds;
- persons involved in the Contract such as lawyers, experts, court and ministerial officers, curators, guardians, investigators and health professionals, medical advisors and authorised personnel;
- Social Security entities when Social Security schemes are involved in the settlement of claims or when insurance entities offer complementary coverage to those with Social Security schemes;
- the subscribers, the insured, the members and the beneficiaries of the Contracts and, where applicable, their beneficiaries and representatives;
- if applicable, the beneficiaries of an assignment or subrogation of rights relating to the Contract;
- if applicable, the person responsible, the victims and their representatives; witnesses, third parties interested in the execution of the Contract;
- where appropriate, the relevant courts, arbitrators and mediators;
- the relevant ministries, supervisory and auditing authorities and all public entities entitled to receive them;
- the departments responsible for audit, such as the statutory auditors and auditors, and the departments responsible for internal auditing;
- Regarding AGIRA:
  - the managers of the KLESIA Group who have been authorised and have individual certificates allowing them to access the AGIRA database;
  - employees authorised to intervene in the management of life insurance contracts;

- customer relations employees and contract and claims managers for the customers for whom they are responsible;
- persons authorised to take the decision to enter into or maintain a business relationship with a Politically Exposed Person;
- authorised employees of the department(s) responsible for combating money laundering;
- the Tracfin financial intelligence unit of the Ministry of the Economy, Finance and Industry, the Treasury Directorate General;
- the competent supervisory authorities;
- the competent supervisory authorities of other authorised states;

Legal basis for processing	Goals	Duration of service
<ul style="list-style-type: none"> <li>• Legitimate interest of the Controller</li> </ul>	<ul style="list-style-type: none"> <li>• The implementation of prevention actions</li> </ul>	<ul style="list-style-type: none"> <li>• The time strictly necessary to carry out the actions</li> </ul>
	<ul style="list-style-type: none"> <li>• The management of our commercial relationship</li> </ul>	<ul style="list-style-type: none"> <li>• For customers:</li> <li>• 3 years from the end of the business relationship</li> <li>• For prospects (in the absence of a contractual relationship):</li> <li>• 3 years from data collection</li> <li>• or the last contact from the prospect</li> </ul>
	<ul style="list-style-type: none"> <li>• The fight against insurance fraud and, if necessary, the inclusion on a list of persons presenting a risk of fraud that could lead to a reduction or refusal of the benefit of a right, a benefit, a contract or service offered by the entities of the KLESIA Group</li> </ul>	<ul style="list-style-type: none"> <li>• 6 months after the alert is issued OR</li> <li>• 5 years from the closure of the Fraud file OR</li> <li>• 2 years from the end of the legal proceedings</li> <li>• Concerning the registration on the list of persons presenting a risk of fraud: 5 years from the registration</li> </ul>
	<ul style="list-style-type: none"> <li>• Commercial solicitation for similar or complementary products and services of the KLESIA Group</li> <li>• To those you have subscribed to</li> </ul>	<ul style="list-style-type: none"> <li>• For customers:</li> <li>• 3 years from the end of the business relationship</li> <li>• For prospects (in the absence of a contractual relationship):</li> <li>• 3 years from the date of collection of the data or the last contact from the prospect</li> </ul>

## Recipients

- authorised personnel of the KLESIA Group;
  - subcontractors, or entities of the KLESIA Group in the exercise of their duties;
  - people in charge of the marketing department, the sales department, the departments in charge of customer relations, complaints and solicitation, administrative departments, logistics and IT departments and their line managers;
  - departments responsible for auditing;
  - subcontractors and partners;
  - court officers, public officials and public entities authorised to receive them, mediators.
- customer relations employees and contract and claims managers;
  - other entities of the KLESIA Group as soon as they are concerned by fraud or intervene in the management of files or fraud risk control;
  - authorised personnel in charge of anti-fraud, anti-money laundering and internal auditing;
  - inspectors, investigators, experts and auditors;
  - authorised employees of the Directorate General, the Legal Department or the Litigation Department for the management of litigation;
  - authorised personnel of subcontractors;
  - other insurance organisations or intermediaries involved in cases of fraud;
  - Social Security entities when Social Security schemes are involved in the settlement of claims or when insurance entities offer complementary coverage to those with Social Security schemes;
  - professional entities involved in cases of fraud;
  - judicial and ministerial officers;
  - the judicial authority, mediator, arbitrator involved in a dispute;
  - third-party entities authorised by a legal provision to obtain the communication of personal data relating to pre-litigation, litigation or convictions;
  - where appropriate, victims of fraud or their representatives.
  - the judicial authority, mediator, arbitrator involved in a dispute;
  - third party entities authorised by a legal provision to obtain the communication of personal data relating to pre-litigation, litigation or convictions;
  - where appropriate, victims of fraud or their representatives.
- Authorised persons from the marketing and sales departments, the departments responsible for handling customer relations, complaints and solicitation, the administrative departments, the logistics and IT departments and their line managers;
  - the departments responsible for auditing;
  - subcontractors, partners, external companies;
  - KLESIA Group entities;
  - court officers, ministerial officers and public entities authorised to receive them, arbitrators, mediators.

Legal basis for processing	Goals	Duration of service
<ul style="list-style-type: none"><li>• Consent</li></ul>	<ul style="list-style-type: none"><li>• Commercial solicitation</li></ul>	<ul style="list-style-type: none"><li>• Deletion at any time if your consent is withdrawn. In the absence of withdrawal of consent:</li><li>• For customers:</li><li>• 3 years from the end of the business relationship</li><li>• For prospects:</li><li>• 3 years from the date of collection of the data or the last contact from the prospect</li></ul>

## Recipients

- Authorised persons in the marketing and sales departments, the departments responsible for handling customer relations, complaints and solicitation, the administrative departments, the logistics and IT departments and their line managers;
- the departments responsible for auditing;
- subcontractors, partners, external companies;
- KLESIA Group entities;
- court officers, public officials and public entities authorised to receive them, mediators.

## Guaranteed risks

KLESIA covers the risks associated to the guarantees described within this Information Note.

All associated benefits are detailed in the enclosed appendix.

- Death risk (lump-sum capital guarantee or annuities);
- Total and definitive disability risk (lump-sum capital guarantee or annuities);
- Work incapacity risk (daily allowance);
- Invalidity risk (guarantee of invalidity pension).

### DEATH RISK AND TDD (TOTAL AND DEFINITIVE DISABILITY)

#### DEFINITION OF FAMILY SITUATION

In order to determine your family situation, considered when enacting contractual guarantees, KLESIA considers the individuals listed below.

#### Definition of the partner

By partner we understand the person who is linked to you by marriage or a civil union act and with whom you are not legally separated.

#### Definition of a common law partner

Persons considered as your partner who cumulatively respect the following criteria:

- Person living in the same household as you;
- Free of all marital and civil union ties;
- You are equally free of marital and civil union ties;
- Partnership that has been going on for two years and that can be justified by legally acceptable documents (this does not apply if a child is born to the couple).

#### Definition of dependent children

Your children and your partner's children, legitimate, natural, recognized or adopted, subject to the following, cumulative criteria :

- Under 27 years of age ;
- Not benefitting from spouse's, civil union or common-law partner's revenues ;
- Be fiscally attached to your taxable household, which means :
  - Either considered as a half or a quarter fiscal dependent in relation to the calculation of your annual revenue tax for the year of the accident enacting guarantees.
  - Or a student benefiting from the French

Student Social Security who has not chosen to be attached to a taxable household, who benefits from your financial support which is declared as eligible for tax reduction taking effect in the year of the accident.

Any child born during the calendar year is considered as dependent, even if not officially declared as such.

Beyond the age of 20, children who satisfy the above cumulative conditions, will not be considered as dependent if they are employed or benefit from work related resources, except if they are in one of the following situations:

- Apprenticeship ;
- Work-study employment contract with revenues not exceeding 55% of the minimum wage (SMIC) ;
- Graduate or postgraduate students with affiliation to the French Social Security ;
- Holders of a disabled card as provided by the article 173 of Family Code, with no age limit.

Are also considered :

- Children within your household, on condition that they are declared by your Company and included in the nominative list provided on affiliation or afterwards, on the date they are welcomed into your household, subject to the following criteria ;
- Your legitimate children born viable less than 300 days after your death ;
- Your children who benefit from maintenance allowances paid in application of a legal decision, providing they satisfy the above criteria.

#### Definition of dependent ascendants

Ascendants considered as part of the calculation of the number of parts comprising your fiscal household at the time of the accident covered by guarantees.

The family situation considered by the fund is necessarily the formally justified situation of the participant at the time of the accident, except for children born less than 300 days after the accident, as described above.

### DEATH GUARANTEE LUMP SUM CAPITAL

#### DEATH GUARANTEE « ALL CAUSES »

This guarantee ensures payment of a capital lump sum in the case of death of the Participant, whatever the cause. The guaranteed capital is comprised of a basic amount eventually

increased by added amounts depending on the Participant's family situation at the time of death.

### **Guaranteed capital**

The amount guaranteed is defined as a percentage of your basic salary, amended by family situation on the day of your death and the option chosen by your beneficiary (or several), according to the calculation methods detailed in the appendix.

Basic capital is paid to your Beneficiary/ies defined in the "Beneficiaries" paragraph hereafter.

Any additions to the basic capital resulting from your family situation will be paid to designated beneficiary/ies, i.e., spouse, partner, dependent children or ascendants, or to their legal guardians according to your chosen allocation. If the designated beneficiary/ies are not eligible to capital additions related to the family situation, no additional payments will be made whatsoever.

With regards to additions concerning dependent children, if the designated beneficiary does not effectively assume and exercise parental obligations related to eligible children, the aforementioned additional sums will be paid directly to the children or their legal guardians.

### **Beneficiaries**

During the entire term of your affiliation, you have the possibility to designate one or several beneficiaries of the death risk related capital.

This designation can be done using the specific form provided by the Provident Institution, the "Beneficiary Designation Form". Alternatively, you can designate your beneficiaries by an authenticated, private deed that expressly mentions death risk capital. When a beneficiary is named, you need to provide the full address of the designated person (or several) to be used by the Provident Institution in the case of your death.

Banks and financial institutions cannot be designated as beneficiaries, only a transfer of guarantees can be considered.

You can modify your designation at any time. However, if a designated beneficiary (or several) accepts your request in writing and notifies the Provident Institution, your designation becomes irrevocable. The accepted designation will cease to be valid the day you leave your affiliated employer or if the provident fund contract is terminated.

Except any particular designation, duly notified by yourself to the Provident Institution, subject to specific provisions provided in the annexed summary of guarantees, the basic capital is payable to :

- Your spouse, as defined above ;
- Your partner, as defined above ;
- By default, your surviving children in equal parts ;
- By default, to your ascendants, in equal parts ;
- By default, your legal heirs.

In the event your designated beneficiary/ies die before you, in the absence of a specific designation, death capital will be attributed in above order.

### **Rules governing death capital and consequences**

All beneficiaries need to justify being eligible beneficiaries on the day of your death. Your death terminates all guarantees you benefit from except the double effect guarantee concerning your surviving partner.

### **"ACCIDENTAL DEATH" GUARANTEE**

Additional capital is paid in the case of the death of Participant being a result of an accident. The amount is detailed in the summary of guarantees in the appendix.

By accident, we understand any unintentional bodily injury suffered by the victim and arising from the sudden action of an external cause, where the victim is an insured party. Disease and illness are excluded, even if their appearance is accidental (i.e., cardiovascular disease, stroke, etc.).

By traffic accident, we understand an accident on public roads caused by any motor vehicle, private or public, to be used on the road, rails or water, of which the Participant is either a passenger or a driver or if the Participant is outside (pedestrian). Air traffic accidents are equally comprised in the definition of accident.

Capital payment is due if the death of Participant occurs within twelve months following the accident and is expressly declared as caused by the accident.

Provision of proof of death by accident is under the responsibility of the beneficiary/ies, who cannot oppose an eventual request for an additional diagnosis report formulated by the Provident Institution, under penalty of loss of

compensation. Death capital due is paid according to provisions detailed in above paragraphs "Beneficiaries" and "Capital payment and consequences".

### **TOTAL AND DEFINITIVE DISABILITY GUARANTEE (« TDD »)**

This guarantee ensures an advance payment of death capital to any Participant declared as totally and definitely disabled, providing the Participant or his legal representative submits a request within six months from the mandatory declaration to the French Social Security, except in case of force majeure.

Death capital due is paid to the Participant or his legal representative as a one-off lump sum. The amount is identical to the sum provided in the case of death, including all additional provisions in the case of accidental death, subject to total and definitive disability being declared the result of an accident, as detailed above.

The proof of total and definitive disability being the result of an accident, must be provided by the beneficiary/ies, who cannot refuse an eventual medical exam as requested by the Provident Institution, on pain of forfeiting his/her rights.

All TDD eligible Participants are declared by the Social Security as being a category three disabled persons, or receive a pension linked to work related accidents or occupational disease at the rate of 100 %.

#### **Consequences on other guarantees**

Advance payment of death capital induces immediate cessation of all other guarantees, except for the double effect guarantee and death related pension guarantee, as the case may be. In particular, the death of a Participant will not trigger the payment of a new, additional capital.

### **"DOUBLE EFFECT" GUARANTEE**

This guarantee provides for payment of a capital sum in the case of death of the Participant's partner, simultaneous or posterior to the death of the Participant, on condition that at least one, Participant's or partner's surviving, dependent child, as defined by the "Definition of family situation" paragraph is declared and eligible at the time of death.

The amount of "double effect" capital is determined in the summary of guarantees annexed to the present document. It is attributed, in equal parts to your surviving children or the children of

your partner or their legal representative, providing they are declared dependent at the time of your partner's death.

#### **End of the guarantee**

This guarantee ends on the date of your surviving partner's marriage, signature of a civil union or a common-law cohabitation, declared or non-declared. The effects of the guarantee end on the date each child becomes non-dependent, as detailed in the paragraph "Definition of family situation" therein.

### **"DEATH OF A FAMILY MEMBER" GUARANTEE**

This guarantee provides for payment of a pension in the case of death of :

- Spouse, partner, civil union partner or common-law partner, as defined in the paragraph "definition of family situation";
- Dependent child, as defined in the paragraph "definition of family situation". Regarding children under 12 years old, the amount paid corresponds to funeral costs.

The amount is indicated in the summary of guarantees.

It is paid exclusively to the Participant, sole beneficiary of this guarantee.

### **"FUNERAL EXPENSES" GUARANTEE**

This guarantee provides for a benefit payment to reimburse funeral expenses, in case of participant death. The benefit, paid to the person who paid the funeral bill, equals to the maximum mentioned in the benefit summary in page 28/29 of this document. The balance, if any between the maximum benefit and the amount paid, is paid to the designated beneficiaries or by default to the "all causes" death capital beneficiaries.

#### **DEATH GUARANTEE WITH PAYMENT OF A PENSION**

### **"EDUCATION PENSION" GUARANTEE**

This guarantee ensures that an education related pension is paid to the Participant's dependent children, as defined in the paragraph "Definition of family situation", in the case of death or Total and Definitive Disability of the Participant at any time during the term of the contract.

The amount, expressed as a percentage of your basic salary, is shown in the paragraph describing the guarantees.

Education annuities are paid from the first day of the month following the death of Participant or declaration of Total and Definitive Disability, until the end of the trimester coinciding with the end of dependence of the child, as described in the paragraph "Definition of family situation", and until the first day of the trimester following 21st birthday of the child (or 27th birthday in case of extended education). Payments are guaranteed regardless if the subscribing employer is still affiliated to the Provident Institution or not.

Concerning children over 21 years old, who continue higher education, documents attesting their status, detailed in the "documents to provide" paragraph within this note, need to be provided every year.

If annuities progress in stages according to children's age, their evolution is acted on the 1st day of calendar trimester following the date of birth of each child.

Concerning orphans without mother or father following the death of Participant, the number of annuities calculated according to their age is doubled.

Concerning handicapped children, as described in the "Definition of family situation" paragraph, payments take form of lifetime annuity, providing the child benefits from Handicapped Children Allowance (HCA) or Handicapped Adult Allowance (HAA) on the date of Participant's death or declaration of total and definitive disability. Payment of annuities ends on the 1st day of calendar trimester following the loss of HCA or HAA allowance.

Lifetime annuity, as defined above, is enacted for life when its amount reaches the last stage of its progressive evolution, according to dependent children's age.

Payments are made every trimester, in arrears. Annuities are paid to the person who has legal rights concerning underage children and directly to the child or the guardian of legally mature children as the net of social contributions and income tax.

Education pension is revaluated according to provisions detailed in the ("Revaluation of annuities" paragraph of this note).

### **"TEMPORARY PARTNER PENSION" GUARANTEE**

This guarantee ensures the payment of a partner pension, following the death of the Participant. The amount due is calculated as a percentage of the basic salary, as shown in the summary of guarantees.

The temporary partner pension is paid from the first day of the month following the death of the Participant, up to the date of effect of the reversionary retirement pension and up to the legal retirement age of the beneficiary at the latest, regardless of the employer's affiliation to the Provident Institution at the time.

In case of remarriage or a new civil union, temporary partner pension payments cease at the end of the trimester following the date of the new marriage or civil union. The same applies to common-law union and cohabitation.

The pension is paid quarterly, in arrears as the net of social contributions and income tax.

The temporary partner pension is revaluated according to provisions detailed in the "Revaluation of annuities" paragraph of this note.

### **"LIFETIME PARTNER PENSION" GUARANTEE**

This guarantee ensures payment of a lifetime pension to the surviving spouse or partner in the case of the Participant's death.

The amount, calculated as a percentage of your basic salary. The method used to calculate annuities is detailed in the summary of guarantees. This pension is paid starting with the 1st day of

the month following the Participant's death, regardless whether your employer continues to be affiliated to the Provident Institution.

In case of remarriage or a new civil union, education pension payments cease at the end of the trimester following the date of the new marriage or civil union. The same applies to common-law union and cohabitation.

Payments are made every trimester, in arrears.

Lifetime partner as the net of social contributions and income tax pension is revaluated according to provisions detailed in the "Revaluation of annuities" paragraph.

## **WORK INCAPACITY AND DISABILITY RISKS**

### **"WORK INCAPACITY" GUARANTEE**

This guarantee ensures payment of daily allowance to Participants affected by total and temporary work incapacity, providing they are entitled to and currently receive Social Security sick leave, work accident or occupational disease payments.

This guarantee does not apply to Participants receiving maternity leave from the French Social Security.

### Amount of allowance

The amount of the daily allowance is calculated as a percentage of your basic salary. The method used to calculate this amount is detailed in the summary of guarantees.

The daily allowance, as above, is divided by 365 to obtain the amount paid, which is paid monthly.

In the case Social Security provisions are **modified, the Provident Institution, in agreement with of your employer by way of amendment can reevaluate its position and consequently adapt the amount of the daily allowance accordingly, from the first day the modified provisions enter in force.**

### Partial return to work

In the case of partial return to work, on condition of Social Security allowances continue to be paid to the Participant, the daily allowance is proportionally reduced.

### Capping clause

**The sum of all allowances paid to the Participant, including Social Security, daily allowance paid by the Provident Institution, salary paid by existing or new employer or unemployment benefits cannot exceed 100 % of the Participant's net salary.**

### Revaluation

Daily allowance is revaluated according to provisions detailed in the "Revaluation of annuities" paragraph.

### METHOD OF PAYMENT AND BENEFIT PERIOD

Daily allowance is paid to your employer, providing your work contract remains valid, including during the period of your sick leave. It is your employer's responsibility to pay the allowance to you.

Daily allowance is paid directly to you when your work contract is terminated.

### Excess charge

Daily allowance is paid from the 1st day following the excess charge period indicated in the summary of guarantees explained in the appendix enclosed therein.

### Relapse

It is stated that if you started to benefit from payment of daily allowance, temporary resumption of work, under two months, induces a suspension of payment which does not generate

a new excess charge period, providing that the new period of leave results from the same affliction or accident and that you can provide a relevant medical certificate.

### Cessation of payment

Allowances are paid for as long as you benefit from sick leave related Social Security, work accident or occupational disease or long-term sickness payments. Allowances will cease to be paid at the latest :

- On the 1095th day of medically attested sick leave ;
- On the date of attribution of Social Security invalidity pension ;
- On the date of attribution of your retirement pension by the Social Security, except in the case you continue paid employment with your employer ;
- On the day of your death.

### "DISABILITY" GUARANTEE

This guarantee ensures payment of a pension, providing you benefit from the Social Security disability allowance relating to the 1st, 2nd or 3rd category, work accident or occupational disease allowance at the rate at least equal to 20 %, corresponding to Social Security pension calculated at the rate of 10 %.

### Amount paid

The amount to be paid is indicated in the summary of guarantees :

- Concerning Participants classified by the Social Security as 2nd and 3rd category disabled persons ;
- Concerning Participants classified by the Social Security as 1st category disabled persons.

The initial amount is set as a percentage of your basic salary, minus the allowances paid by the Social Security (except for increases concerning a third party or additional payments for care in the case of 3rd category disabled persons).

In the case of disability resulting from a work-related accident or occupational disease related to your employer's activity, if the rate of permanent disability determined by the Social Security is :

- Superior or equal to 20 % corresponding to the rate determined by the Social Security, calculated at the rate of 10 % and up to 50 % corresponding to Social Security pension calculated at 25 %, the amount is indicated in the summary of guarantees therein ;

- Superior or equal to 50 % corresponding to the Social Security pension calculated at the rate superior or equal to 25 %, the amount of your pension is indicated in the summary of guarantees therein.

No pension is paid if the rate of permanent disability is under 20 % corresponding to the Social Security pension calculated at the rate of 10 %.

**In the case Social Security provisions are modified, the Provident Institution, in agreement with your employer by way of amendment, has the capacity to reevaluate its position and consequently adapt the amount of daily allowance accordingly, from the first day the modified provisions enter in force.**

### **Capping clause**

**The sum of all allowances paid to the Participant, including Social Security, daily allowance paid by the Provident Institution, salary paid by existing or new employer or unemployment benefits cannot exceed 100 % of the Participant's net salary.**

### **Revaluation**

Disability pension is revaluated according to provisions detailed in the "Revaluation of annuities" paragraph.

### **METHOD OF PAYMENT AND BENEFIT PERIOD**

Disability pension is paid directly to you every month, in arrears.

Payment is made every calendar month.

### **Termination of payment**

The disability pension is paid starting from the declaration date of disability rate by the Social Security, at the earliest from the date ending the related excess charge, during the entire period of your disability.

Payments are terminated, at the latest :

- On the date you are no longer considered by the Social Security as a disabled person, or your Social Security payments related to occupational disease or work accident are terminated ;
- On the date your disability pension is transformed by the Social Security into retirement pension ;
- In any case, on the date of loss of rights relating to retirement age insurance, once you start receiving Social Security disability pension payments related to work accident or occupational disease;
- On the day of your death.

## **Basis for benefits calculation**

The basic salary used to calculate benefits is equal to the sum of your salary before tax over the three months preceding the date of the accident, multiplied by four and augmented by all extra payments (bonuses, performance related payments, other) added to your basic salary during the twelve months preceding the accident and limited to contribution generating segments.

If your basic wage used to calculate benefits is reduced or null due to absences which had generated benefits in application of the present contract during the reference period, it will be determined based on reconstituted wages covering a period of twelve months.

If the participant is recognized as disabled in the 2nd category within the meaning of Article L341-1 of the Social Security Code following a 1st category disability that has not given rise to payment of a benefit by the Institution, the basic salary used to calculate benefits is equal to the total gross remuneration received during the last three calendar months preceding the date of 2nd category disability, multiplied by four and increased by other exceptional salary elements (bonuses, supplements and reminders) received during the twelve calendar months preceding the date of 2nd category disability, limited to the brackets subject to contributions.

Concerning guarantees related to risks : "death and similar" (death risk and total and definitive disability "all causes", death and total and definitive disability resulting from an accident, double effect, education annuities, partner pension and death of a family member, excluding work incapacity and disability), basic salary used to calculate benefits cannot be inferior to the bottom limit of the Upper Annual Limit of Social Security for the year of the accident related to full time employment. This bottom limit can be reduced on a pro rata basis of part time employment.

In any case, the salary used to calculate benefits cannot exceed the one determined by your employer as basis for provident fund contributions.

The breakdown of basic salary is as follows :

A Bracket – portion of salary limited to the upper annual Social Security ceiling.

B Bracket – portion of salary superior to the upper annual Social Security ceiling and inferior to four times that limit.

C Bracket – portion of salary superior to four times the amount of the upper annual Social

Security ceiling and inferior or equal to eight times that limit.

### **Employees with less than three full months of insurance cover**

In this case, the basic salary used to calculate benefits is equal to twelve times the average monthly salary paid over the reference period of employment. However, if the salary paid over this period corresponds to the part or total of a salary comprising non-monthly elements, these elements are integrated into the average once their monthly value is established according to the frequency of their payment.

In any case, salaries considered to calculate annual benefits are those declared to the fund on the date of the accident that activates guarantees. Consequently, any declarations of additions or bonuses or other complementary elements made after the date of the accident will not be considered.

### **REVALUATION OF BENEFITS**

Each year, your employer's board of directors decides, based on recommendations of the Joint High Risks Provision Monitoring Committee (JHRPMC) and according to the results of the contract, to eventually reevaluate current benefits by fixing, as the case may be, a revaluation rate that will be applied to benefits provided within the contract. This revaluation rate also will also be applied to wages used as basis for calculation of death guarantees and similar, maintained for employees currently on sick leave.

Benefits paid as result of guarantees triggered as payment for work incapacity and disability are eventually revaluated on the 1st of July following the 1st anniversary of continuing sick leave.

Pensions paid on account of death risk and similar are eventually revaluated starting with the 1st anniversary of the Participant's death.

Salaries considered as basis for calculation of death risk and similar guarantees are revaluated on the 1st of July following the 1st anniversary of continuing sick leave.

## **Conditions for the implementation of guarantees**

### **EXCLUDED EVENTS**

#### **A – Exclusions relating to Death Risk, Total and Definitive Disability, Work Incapacity and**

#### **Invalidity**

The guarantees provided by the present contract do not cover the following occurrences :

- Nuclear explosions, direct or indirect ;
- Suicide of the Participant during the first year of affiliation to the Provident Fund of SCHNEIDER ELECTRIC GROUP. Affiliation to the pre-existing mutual fund is considered when calculating the reference affiliation period of one year ;
- War, if France is the belligerent party, except particular conditions determined by law relating to insurance during the period of war; in the case of war, cover cannot be provided except according to conditions as determined by law regulating life risk insurance during the period of war ;
- Popular revolt, riots, fights, terrorist acts committed with the participation of the insured, it being stipulated that in the case of self-defence, assistance to persons in danger or maintenance missions aiming to protect persons or assets of the employer cover is guaranteed, on condition that proof of above can be provided by the Participant ;
- Air travel on board of a flying machine without a valid navigation certificate or piloted by a person not issued with a valid pilot's licence in relation with the machine, even if the Participant is the pilot ;
- Events that are voluntarily or intentionally triggered by the Participant or his beneficiary.

#### **B – Exclusions relating to the increase of death capital payment or total and definitive disability in the case of an accident.**

Further to above exclusions, increases of the capital due in the case of accidental death or total and definitive disability are not covered if the accident is a result of :

- Ascertained drug use on the day of the accident or use of medicinal substances beyond their prescribed doses ;
- Ascertained blood alcohol levels on the day of the accident that are over the legal limit set by the Road Traffic Legislation ;
- Practice of sports that are not included in the list of sporting federations and are not recognised by the French Ministry of Health, Youth and Sports ;
- Practice of any sport at a professional level ;
- Participation as a competitor or passenger in

sporting events, demonstrations, shows, acrobatic displays or record attempts involving motorised engines or machines ;

- Voluntary manipulation of explosives or ammunition the possession of which is forbidden ;
- Practice of parachuting, skydiving, hang gliding, piloting an ULM or any non-homologated flying machine. However, accidents involving Participants who are members of clubs run by Employee Representatives Committees who pilot ULMs or hang gliders as part of the clubs' activity, are not excluded.

### **C – Particularities relating to Work Incapacity and Disability risks**

Penalties provided for by article D323-2 of the Social Security code (50 % reduction of daily allowance relating to the period between the date of prescription of sick leave or its extension and the date of it being sent to the French Social Security in the case of it being sent beyond the deadline), are not covered by the Provident Fund.

### **ACCIDENT DECLARATION DEADLINE**

#### **Work Incapacity and Disability**

Temporary total work incapacity or disability must be declared to the Provident Institution by your employer or yourself (if your work contract is terminated) within six months from the date of the beginning of incapacity or disability.

#### **Total and Definitive Disability**

Disability must be declared to the Provident Institution by your employer or by yourself (if your work contract is terminated) within six months following the date of notification of the Social Security, except in the case of force majeure.

### **LATE DECLARATION AND LOSS OF RIGHTS**

#### **Late declaration**

In the case of declaration of work incapacity or disability, made beyond the six-month deadline, the starting point for application of guarantees will be the date of reception of the declaration by the fund; the excess charge period is applied from the same date.

#### **Loss of rights**

**Any designated beneficiary who is condemned by law for a voluntary act that caused the death of the Participant, automatically loses all rights to claim death related benefits. All benefits**

**resulting from guarantees are transferred to other beneficiaries.**

### **FALSE DECLARATION – PRESCRIPTION**

#### **False declaration**

All guarantees are cancelled in the case of a false, intentional declaration or reticence, according to dispositions of the Social Security Article L.932-7. In this case, all contributions already paid to the fund are deemed as acquired by the fund.

#### **Prescription**

All actions susceptible to have been initiated by your employer, yourself, your beneficiaries or by the fund induce a prescription period of two years starting from the date of occurrence.

However, the prescription period does not apply in the same manner :

- In the case of reticence, omission, false or inexact declaration relating to the risks involved. In these cases, the prescription period starts being applied on the date the fund was officially informed ;
- In the case of enactment of the risk, the prescription period starts from the date all interested parties were informed, providing their previous ignorance can be proved.

The prescription period is increased to :

- Five years for benefits linked to work incapacity risks ;
- Ten years for benefits linked to death risks.

### **Documents required for benefits settlement**

Once all required documents mentioned hereafter are received by the fund, work incapacity and disability risk benefits are paid within fifteen days. Capital and death risk related annuities are paid within thirty working days.

### **DEATH RISK AND TDD (TOTAL AND DEFINITIVE DISABILITY)**

Funds will be released once the following documents are submitted:

#### **Documents to provide to open the case file:**

- Duly completed request for payment of benefits,
- Full, clear and readable copy of beneficiary (or several) family record book (Livret de Famille) mentioning the death;

- Full, clear and readable copy of healthcare card(s) or other document stating the Social Security number of spouse, partner, claimant or beneficiary (or several) ;
- Full, clear and readable copy of the last tax notice, even if it stands at zero ;
- Full, clear and readable copy of spouse's, claimant's and beneficiary's (or several) ID card(s) ;
- Partners linked to the Participant by civil union must produce a full, clear and readable copy of the act or a copy of birth certificate mentioning the act ;
- Common-law partners of the Participant must produce copies of the last two tax notices preceding the Participant's death with both the Participant's and the partner's names and same address on their headings ;
- Concerning children: tax notice or Treasury certificate that recognizes that they are included in the Participant's household tax notices (children dates of birth must be mentioned therein) for the year of the Participant's death or declared and documented TDD ;
- Concerning dependent ascendants: tax notice indicating all dependent ascendants, or a certificate issued by Tax Authorities stating the attachment of ascendants to the fiscal household of the deceased subscriber for the year of the death or TDD (Total and Definitive Disability) of the insured person.

#### **Documents to transfer to open the case file and periodically thereafter :**

For children aged 16 to 27 (to be transmitted every year for the payment of relevant pensions) a documentary proof of their ongoing education (education, Student Social Security certificate, copy of work or work-study contract) and for disabled children a documentary proof of their recognition as dependent on the deceased Participant, issued by fiscal administration ;

For children holding a valid Handicapped Child Education Pension certificate. A copy of this certificate must be transmitted at the commencement of each period of attribution of the benefits ;

Complementary documents listed below.

#### **Death guarantees payable in capital sum or in annuities**

Requested complementary documents are the following :

- Copies of birth certificates, Participant's mar-

riage and death certificates and, as the case may be, those of spouse' or dependent children's ;

- For married Participants, a sworn statement specifying that no separation or non-conciliation was legally pronounced ;
- Medical statement specifying the cause of death in a sealed envelope addressed to the Medical Advisor ;
- In the case of accidental death, all relevant documents stating that death occurred as a result of an accident (police reports, press cuttings and any other document deemed useful by the fund) ;
- For the death guarantee of a family member, in case death of a child under 12 years old, the invoice paid for funeral expenses, mentioning the name of the payer ;
- For funeral expenses, the full paid invoice relating to the funeral expenses, mentioning the name of the payer, two-sided copy of payer Identity Card and his/her bank details.

#### **Total and Definitive Disability (TDD)**

Complementary documents required are the following:

- Notification of attribution by the Social Security of a 3rd category disability pension or a 100 % incapacity in the case of a work related accident or occupational disease;
- In the case of an accident, all related documents attesting Total and Definitive Disability resulting from an accident (police reports, press cuttings, and any other document deemed of interest by the fund).

#### **WORK INCAPACITY AND DISABILITY RISKS**

Benefits are paid once the following documents have been received:

- The duly completed request for payment of benefits;
- Remittance slip dating from the beginning of sick leave;
- Complementary documents as listed below.

#### **Work incapacity guarantee**

Wage slips attesting the payment of salary in the case of part time return to work or statements attesting the payment of unemployment benefits by the Job Centre or any other qualified body.

#### **Disability guarantee**

Complementary documents required are the following:

- Clear and readable copy notifying Disability Pension, Accident Pension or Professional Disease Pension issued by the Social Security;
- Proof of invalidity pension payments and a signed and dated declaration stating that the beneficiary has not returned to work and does not have any other revenues;
- Payslips attesting the payment of salary in the case of part time return to work or statements attesting the payment of unemployment benefits by the Job Centre or any other qualified body;
- In the case of work contract termination, a copy of work certificate stating the date of termination. This date needs to take into account paid holidays and dismissal notice period.

Supplementary documents may be requested by the fund in order to complete your file.

### SUPERVISORY AUTHORITY OF THE INSTITUTION

The Institution is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR) located at 4 Place de Budapest CS 92459 - 75436 PARIS Cedex 09.

### COMMUNICATION BY ELECTRONIC MEANS

In accordance with the provisions of Articles 1366 and 1367 of the Civil Code, e-mails and electronic documents exchanged between the Company/you and the Institution and/or the management delegate are considered equivalent to written documents. All parties acknowledge the evidential value of e-mails and electronic documents. This provision does not prevent you from providing the Institution with any original documents that may be necessary for the payment of benefits, nor does it prevent you from complying with the provisions of Article R932-1-6 of the Social Security Code relating to the Terms and Conditions for terminating the Contract.

## Suspension, termination and maintenance of guarantees

### SUSPENSION OF GUARANTEES

Subject to specific provisions as detailed in the summary of guarantees annexed therein, guarantees are suspended in cases when no salary or daily allowance is paid to you, at least par-

tially, by your employer, such as :

- Sabbatical leave, as provided by articles L.3142-91 and following of the Labour Code ;
- Parental or family leave, as provided by articles L.1225-47 and following of the Labour Code ;
- Business creation leave, as provided by articles L.3142-78 and following of the Labour Code ;
- Any other reason resulting in the suspension of your work contract.

Guarantees are suspended starting on the day you leave your current employer. The suspension stops on the day you return to work as an employee of the insured company, subject to the fund being duly informed within three months.

Death risk guarantees can be maintained for Participants whose work contract is suspended for any other reason than sick leave relating to an accident or occupational disease, according to conditions stipulated in the summary of guarantees annexed therein, on particular request formulated by your employer or by the fund, subject to agreement on related charges.

### TERMINATION OF GUARANTEES

All guarantees are suspended and subsequently terminated in the case of non-payment of contributions, in accordance with article L932-9 of the Social Security code.

All guarantees are terminated if :

- You are no longer considered an assured person, whatever the reason ;
- Your work contract linking you to your present employer is terminated, whatever the reason, except if the conditions of termination allow for guarantees to be maintained ;
- Your employer cancels the Provident Fund contract. Death risk guarantees are maintained as provided by law and described in the paragraph "continuity of death risk guarantees after termination of contract" therein. Benefits of the "double effect" guarantee are also maintained as detailed in the contents of this booklet ;
- Your old age pension is attributed by the Social Security, except if you continue to or return to work for your present employer ;
- On the day of your death, except for the "double effect guarantee" if you are survived by your spouse or partner ;
- Your employer stops operating.

## **MAINTENANCE OF GUARANTEES IN THE CASE OF WORK CONTRACT TERMINATION COMPENSATED BY THE UNEMPLOYMENT FUND**

In the case of work contract termination leading to compensation by the unemployment fund, former employees are entitled to a free of charge maintenance of their Provident Fund guarantees during unemployment compensation for a period equal to the length of their last work contract, or several if they are consecutive and with the same employer. This period is counted in months, rounded up to the nearest whole number and cannot exceed the total of twelve months.

Maintenance of guarantees is subject to the *sine qua non* condition that your right to the complementary benefits provided by your previous employer was identical.

Former employees are required to justify that the attribution of unemployment benefits started at the beginning or during the period of maintenance of their guarantees.

Benefits induced by the maintenance of guarantees cannot exceed the amount of unemployment benefits they would have received during the same period.

Former employees lose their right to the maintenance of guarantees if they find a new job, in the case they lose their right to unemployment benefits or if their work contract is terminated.

Your employer is required to notify the maintenance of guarantees on your work certificate and to inform the fund when your work contract is terminated.

## **CONSEQUENCES OF CONTRACT TERMINATION**

### **Maintenance of ongoing benefits after termination**

In accordance with article 7 of law no. 89-1009 of 31 December 1989, ongoing benefits, immediate or reported on the day of contract termination are maintained at their current level.

In the case of modification of your disability category dated after the termination and for a disabled Participant being compensated according to the provisions of the contract, the Fund covers the continuation of compensation according to the level of the new category of disability, within the limits of compensation to date, as indicated hereafter.

For those Participants who do not benefit from ongoing compensation on the date of contract termination due to the application of excess charge period, the Fund will start compensation after the end of the period of excess charge.

However, ongoing benefits will not be revalued subsequently to the date of contract termination. In compliance with the law of 8 August 1994, your employer bears the responsibility of ensuring the continuity of revaluation of benefits being paid on the date of contract termination and of revaluation of the various elements considered for the calculation of Death Risk. The value of calculation base element must be at least equal to those determined by the Fund.

### **Maintenance of Death Risk guarantees after termination**

In compliance with the provisions of article 7-1 of law no. 89-1009, introduced by the law of 17 July 2001, all Death Risk related guarantees, including Total and Definitive Disability guarantees are maintained for the Participants benefitting from ongoing guarantee payments relating to work incapacity, work accident annuities or occupational disease pension on the date of contract termination, for as long as those Participants are being compensated by the Social Security and up to the date of the end of the Social Security retirement pension payments.

It is stated that for spouses and partners of Participants, the benefits of the "Double effect" guarantee described therein are maintained after contract termination.

### **Maintenance of individual guarantees**

Subject to a request formulated before expiry of the contract termination notice period, employees, former employees and beneficiaries of maintenance of guarantees in the case of contract termination, compensated by unemployment fund can obtain, as individuals, the maintenance of guarantees equal to the levels provided by the contract for a period of maximum one year, without excess charge period or need for a medical report.

Contributions determined by the Fund are paid by the Participant in arrears, on annual basis. The individual certificate of affiliation will bear the guarantees subscribed, their date and levels of contribution.

## MAINTENANCE OF GUARANTEES IN CASE OF SICK LEAVE

You continue to benefit from guarantees subscribed by your employer during sick leave, as long as the contract subscribed by your employer is ongoing.

Your employer is exonerated from contributions related to your affiliation from the end of the excess charge period relating to work incapacity guarantee as described in the summary of guarantees within this booklet.

Maintenance of guarantees and of exoneration end :

- When you stop being compensated by the Social Security with relation to work incapacity or disability that induced the maintenance of guarantees ;
- On the date of the end of your retirement pension being paid by the Social Security or on the date your disability pension is transformed into retirement pension by the Social Security ;
- On the date of your return to work ;
- In the case the contract is terminated, subject to provisions within the previous, "Consequences of contract termination" paragraph therein.

## Summary of subscribed guarantees

### CATEGORIES OF COVERED EMPLOYEES

All employees currently working for the company and listed by the affiliated company.

Furthermore, the following employees benefit from the present Company Benefit Scheme :

- Employees based abroad who benefit from the French Social Security ;
- Expatriate employees who contribute to French Employees Abroad fund (CFE). Further to the provisions of "Basis for benefit calculation" paragraph as described within this booklet, it is stated that with regards to expatriates, the

salary used as base for benefit calculations cannot exceed the salary taken into account for the calculation of their contributions to the scheme.

### AMOUNT OF GUARANTEED BENEFITS

### DEATH AND TOTAL AND DEFINITIVE DISABILITY GUARANTEES

The choice of an option (option 1, option 2 or option 3) will be determined by the beneficiary (or several) subsequently to the accident.

In the case of disagreement regarding the choice of option, option 1 will apply by default.

GUARANTEES	OPTION 1	OPTION 2	OPTION 3
	DEATH capital increased AND EDUCATION PENSION	DEATH capital + INCREASED EDUCATION PENSION	DEATH CAPITAL + EDUCATION PENSION + PARTNER PENSION
	PERCENTAGE OF BASIC SALARY EXCL. TAXES TA / TB / TC <sup>1</sup>		
<b>DEATH AND TOTAL AND DEFINITIVE DISABILITY GUARANTEES, « ALL CAUSES »</b>			
The amount of guaranteed capital, calculated according to the Participant's family situation at the time of death or date of Total and Definitive Disability is as follows :			
Single, Widowed, Divorced without dependents	290 %	/	/
Married, Civil union, common-law without dependents	390 %	/	210 %
Single, Widowed, Divorced, Married, Civil union, common-law with one dependent	460 %	270 %	280 %
Increase for each complementary dependent	120 %	70 %	70 %
<b>DEATH AND TOTAL AND DEFINITIVE DISABILITY RESULTING FROM AN ACCIDENT</b>			
In the case of death or Total and Definitive Disability resulting from an accident, complementary capital is added to the above, calculated according to the Participant's family situation at the time of death or on the date of Total and Definitive Disability, as follows :			
Single, Widowed, Divorced without dependents	100 %		
Married, Civil union, common-law without dependents	200 %		
Single, Widowed, Divorced, Married, Civil union, common-law with one dependent	270 %		
Increase for each complementary dependent	70 %		

GUARANTEES	OPTION 1	OPTION 2	OPTION 3
	DEATH capital increased AND EDUCATION PENSION	DEATH capital + INCREASED EDUCATION PENSION	DEATH CAPITAL + EDUCATION PENSION + PARTNER PENSION
	PERCENTAGE OF BASIC SALARY EXCL. TAXES TA / TB / TC <sup>1</sup>		
<b>DOUBLE EFFECT GUARANTEE</b>			
Capital paid is equal to :	100 % of Death capital « all causes »		
<b>DEATH OF A FAMILY MEMBER GUARANTEE</b>			
Capital paid is equal to :			
Death of spouse, civil union or common-law partner (before Participant's death)	20 % of the salary base for calculation of benefits		
Death of a dependent child (before Participant's death) <sup>2</sup>	200 % of the monthly upper limit of the Social Security		
<b>« FUNERAL EXPENSES » GUARANTEE</b>			
Death of the participant, payment of a benefit for funeral expenses reimbursement equals to :	100 % of the monthly upper limit of Social Security <sup>3</sup>		
<b>EDUCATION PENSION GUARANTEE<sup>4</sup></b>			
The annual pension, calculated according to the child's age at the time of death or Total and Definitive Disability is as follows :			
Up to the day before 17th anniversary	8 %	21 %	8 %
From the 17th anniversary up to the day before 21st anniversary (or the day before 27th anniversary in the case of continued education)	10 %	30 %	10 %
<b>PARTNER PENSION GUARANTEES</b>			
Temporary partner pension <sup>5</sup>	/	/	0,25 % of the base salary x (A – 25)
Lifetime partner pension <sup>5</sup>	/	/	0,50 % of base salary x (65 – A)

- Benefits cannot be inferior to the Social Security's lower annual limit (PASS) at the time of the accident, for full time employment. This limit may be decreased prorata temporis in the case of part time work.
- Regarding children of 12 years old and under, the amount paid is limited to documented funeral expenses.
- Monthly upper limit of Social Security : the applicable monthly Social Security limit considered is as of January 1st during the year in event occurs.
- It is stated that :
  - The pension is doubled if a child is an orphan of both mother and father at the death of the Participant ;
  - The pension is lifetime for handicapped children who benefit from the Handicapped Child Education Rent (AEEH) or Handicapped Adult Pension (AAH).
- A : corresponds to the Participant's age at the time of death, calculated as a difference between the date of birth and the date of death.

## WORK INCAPACITY GUARANTEE

### Excess charge period

#### *Participants with work seniority required to benefit from salary maintenance by the employer*

Benefits are paid in relation and complementary of salary maintenance decided by the employer as provided by the relevant Collective Agreement.

#### *Participants without the seniority required to benefit from salary maintenance by the employer*

Benefits are paid following an excess charge period of 3 subsequent days of sick leave.

The excess charge period runs for a continued period of sick leave starting from its first day. It is stated that for Participants who start benefiting from the daily sick leave allowance, return to work inferior to two months only induces a suspension of payment, with no application of a new excess charge period, providing that the new period of sick leave results from the same illness or accident and that a medical certificate attesting it is provided by the Participant.

Excess charge period is cancelled if sick leave results from work accident or occupational disease.

### Amount paid

Benefits paid allow for the maintenance of net salary, allowances paid by the Social Security<sup>1</sup> and eventually those paid by the employer are taken into account for the calculation of benefits.

## DISABILITY GUARANTEE

In the case of a 2nd or 3rd category disability, benefits paid allow to maintain your net salary. Social Security allowances are taken into account when calculating the benefits<sup>2</sup>.

In the case of a 1st category disability, benefits paid correspond to 50 % of the salary before income tax A Bracket, B Bracket, C Bracket. Social Security allowances are deducted<sup>3</sup>.

In the case of a 3rd category disability, in addition to benefits as above, a complementary sum of 600 euros is paid monthly. Payment of this additional sum stops at the same time as your invalidity pension. It is stated that provisions described in the "capping clause" paragraph do not apply to payments of this benefit. Furthermore, in the case of disability resulting from an accident or occupational disease, the amount of compensation is equal to :

### **Permanent disability rate equal to or above 50 %, corresponding to the Social Security pension calculated at the rate of 25 % and above :**

Benefits paid allow to maintain your net salary. Social Security allowances are taken into account when calculating the benefits<sup>2</sup> ;

### **Permanent disability rate of 20 % and over, corresponding to the Social Security pension calculated at the rate of 10 % and inferior to 50 %, corresponding to the Social Security pension calculated at the rate of 25 % :**

The amount of benefits paid equals 85 % of your basic salary before tax A Bracket, B Bracket, C Bracket x (Nx50%). Social Security allowances are taken into account when calculating the benefits<sup>3</sup>.

N : corresponds to your permanent disability rate.

### **If your permanent disability rate is 20 % and under, corresponding to the Social Security pension calculated at the rate of 10 % :**

No benefits are paid.

1. Regarding expatriates (personnel posted abroad), benefits described above are paid in accordance with allocations paid by the French Workers Abroad fund (CFE). In any case, work incapacity benefits cannot exceed the level of benefits that would be paid in France, Social Security allowances taken into account.
2. Regarding expatriates (personnel posted abroad), benefits described above are paid in accordance with allocations paid by the French Workers Abroad fund (CFE). In any case, disability benefits cannot exceed the level of benefits that would be paid in France, Social Security allowances taken into account.
3. Regarding expatriates (personnel posted abroad), benefits described above are paid in accordance with allocations paid by the French Workers Abroad fund (CFE). In any case, disability benefits cannot exceed the level of benefits that would be paid in France, Social Security allowances taken into account.

## OPTIONAL MAINTENANCE OF "DEATH AND SIMILAR" GUARANTEES IN THE CASE OF WORK CONTRACT SUSPENSION

### Definition of maintenance

The term "death and similar" covers the following guarantees : death and Total and Definitive Disability "all causes", death and Total and Definitive Disability, resulting from an accident, double effect, education pension, partner pension, death of the participant (« funeral expenses » guarantee), death of a family member and « funeral expenses » guarantee (Work incapacity and disability are excluded). These guarantees can be voluntarily maintained as a whole by the Participants whose work contracts are suspended in the following cases :

- Sabbatical leave as provided by articles of the Labour Code L.3142-91 and following ;
- Parental leave "education" as provided by articles of the Labour Code L.1225-47 and following ;
- Business creation leave as provided by Law, articles L.3142-78 and following of the Labour Code ;
- Any other motive of work contract suspension.

**Request to maintain all (inseparable) guarantees needs to be formulated within one month following the suspension of work contract.**

### BENEFITS CALCULATION BASIS

"Death and similar" guarantee benefits paid to employees with suspended work contracts are calculated on the basis of the last annual salary before tax.

## EFFECTIVE DATE AND DURATION OF GUARANTEES

### Effective date

All guarantees are effective from the date of suspension of work contract.

### Guarantees duration

Guarantees are maintained during the whole period of suspension of work contract.

Maintenance of guarantees ends on the date of return to work, subject to the Fund being informed within the 3 following months.

In any case, maintenance of guarantees stops :

- On the same date your leave or contract suspension end ;
- In the case of return to professional activity ;
- On the date your retirement pension stops ;
- In the case of non-payment of contributions ;
- In the case the provident fund contract is terminated ;
- In the case of death of the Participant.

## Global Benefit Scheme assistance

Participants benefit from the coverage assistance subscribed with IMA.

All benefits are listed in the brochure on the website <http://www.klesia-schneider-electric-prevoyance.fr>

IMA has set up a dedicated telephone number for SCHNEIDER ELECTRIC employees Tel. 05 49 34 81 48 or +33 5 49 34 81 48 from abroad.

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