

DESIGNATION OF BENEFICIARY (IES) IN CASE OF DEATH

RECOMMENDATIONS FOR THE FORMULATION OF THE BENEFICIARY IN CASE OF DEATH:

Your contract(s) include(s) a standard beneficiary provision which enables to pay the benefits with certainty to a beneficiary for most current family situations. If this standard provision is not adequate or does not correspond to your wishes, you do have the possibility to establish a specific designation of beneficiary. **The beneficiary provision shall designate the person(s) to whom the benefits shall be paid in case of death of the Insured Person.**

You will find below some advice on how to formulate a specific designation of beneficiary, the list is however not exhaustive.

The specific beneficiary provision must be formulated in a non ambiguous way, clearly, without any erasure, and must designate precisely the beneficiary (ies). We recommend you to end your designation of beneficiary (ies) in case of death with "failing him/her/them, my estate". Whoever is the chosen beneficiary, it is preferable to designate him/her by his/name and quality (ex: Mr. X, my spouse).

Spouse designation: it is recommended not to name your spouse and to write the provision as follows: "my spouse with whom I am not legally separated". In case you remarry, the benefit will be paid to the last spouse and in case of divorce or legal separation, the benefit shall be paid to the next beneficiary according to the designation.

Children designation: if you designate your children, the children to be born will be excluded. It is recommended to write as follows: "my children, born or to be born, alive or represented, by equal shares", the share of the pre-deceased will be paid to his/her own children or to his/her siblings if he/she does not have any child.

Parents' designation: it is recommended to formulate as follows: "my father and my mother by equal shares between them, the share of the predeceased being paid to the surviving parent", or if you wish to designate one of your parents, "my father, failing him, my mother"

Other designation : If you designate several beneficiaries, it is recommended to specify the degree of priority between them.

1. If you wish that the benefit will be fully granted to the first designated person, you must write: "Mr. X..., failing him, Ms. Y..." in case this person dies before you.
2. If you wish the benefit to be divided in equal shares between the different beneficiaries, please formulate as follows: "Mr. X..., Mrs Y..., by equal shares between them". In case of death of one of them, his/her share will be paid to the surviving beneficiary.
3. If you wish the benefit to be spread in unequal shares between the different beneficiary within 100% of the benefit, please formulate as follows: "30% to Mr. X, 50% to Mrs. Y and 20% to Mr. Z"

It is highly recommended to forecast to whom the share will be paid in case of prior death of the beneficiaries that you have designated.

When you designate one or several beneficiaries by name, you must mention the complete contact details of these persons (last name, maiden name, forename, date and place of birth, address). This information will be used by the Insurer in case of death.

PERSONAL DATA PROTECTION

In accordance with the Regulations (EU) 2016/679 of 27 April 2016 on the protection of individuals concerning the processing of personal data and on the free movement of such data (known as General Data Protection Regulation) and for the purpose of the management of the insurance contract, the personal data of the Insured Person may be transferred to the Insurer and to its delegates, service providers, subcontractors or reinsurers. Members are informed that processes concerning them - and their Dependants if any - are implemented for the signing, management and execution of the insurance contract. Personal data may also be used for control operations, fight against fraud and money laundering and the financing of terrorism, search for beneficiaries of unpaid Life contracts, the implementation of legal and regulatory provisions, with respect of the enforcement of this contract.

Collected Data are indispensable for the implementation of these processing and are intended for the relevant departments of the Insurer and its outsourced Administrators as well as, where applicable, its subcontractors, providers or partners. The Insurer is liable to ensure that this data is accurate, complete and up to date when necessary. The data collected will be kept for the entire duration of the Contract which may be increased by legal prescriptions or in order to be compliant with the durations provided for by the CNIL Commission Nationale de l'Informatique et des Libertés (National Commission for Data Protection).

These personal data may be transferred to service providers or subcontractors which are established in countries outside of the European Union. These transfers may only involve countries recognized by the European Commission for having a satisfying level of protection of personal data, and recipients of the data must justify appropriate guarantees.

Members and/or Dependants have a right of access, rectification or deletion, limitation of the processing of their data, portability, opposition to processing, along with the right to provide instructions on the outcome of the data after their death. They can exercise their rights towards the Délégué à la Protection de VYV International Benefits (Data Protection Officer of VYV International Benefits): 3 Square Max Hymans, 75748 Paris CEDEX 15, France or at dpo@vyv-ib.com. When exercising their rights, an identity document may be requested. In the event of a persistent conflict, they have the right to appeal to the CNIL on www.cnil.fr or at 3, place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 7, FRANCE.

THE INSURED PERSON

☐ Ms. ☐ M. Effective date of affiliation: _____ Contract number: **MGENIB1100884NNP**
 Name _____ First name(s) _____
 Address _____
 Email (capital letters): _____ @ _____ Phone number: _____

DESIGNATION OF BENEFICIARIES IN CASE OF DEATH

In case of death, I declare:

☐ 1) to opt for the standard provision as follows:

"In case of prior death of the designated beneficiaries, the lump sum shall be allocated as follows:

- to the Insured Member's spouse if not judicially separated,
- fail him/her, to the civil union partner or any other equivalent civil union,
- fail him/her, to the born or unborn children of the Insured Member, in equal shares between them, the share of any predeceased children returning to their own children or their siblings if they are childless,
- fail them, to the father and mother, in equal shares between them, or to the surviving parent in the event one is predeceased,
- fail them, to any other heirs."

OR

☐ 2) Not to opt for the above standard provision and to designate the following beneficiary in case of death:

Last name	Name	Date of Birth	Contact details (address, phone number...)	Share (%)
TOTAL				100 %

Opting for the second option, the Insured Person will have to designate several subsequent beneficiaries using the standard provision as a model and if required an exact distribution between each beneficiary and ending the designation by "failing them my estate". Option 1 will automatically apply if option 2 will not be opted for. If you wish to modify your designation at a later date, you must fill in another form and mail it out to the Insurer.

Modification of the designation: you can at any time modify the standard provision (option 1) and designate any natural or legal person of your choice by means of a private or notarial act. You must inform us in writing of the designation of beneficiary. Changes of beneficiaries must be brought to our attention using the same method, the beneficiary provision can be modified when no more suitable.

Information on the acceptance : the designation of a beneficiary becomes irrevocable when the beneficiary accepts the designation according to article L132-9 of *Code des assurances* and can only intervene with your agreement. The acceptance, via notarial deed or private act signed by both the beneficiary and yourself must be notified to us to be effective.

This designation shall cancel and replace any former designations

In _____, on the _____
 Signature of the Insured Person with the mention "read and approved"

The form and the designation of beneficiaries must be returned along with supporting documents **to VYV International Benefits by email: claims@vyv-ib.com** . If you have any question, please contact Henner at aci@henner.com