

**Contract number: MGENIB1100524NNP**

# INFORMATION LEAFLET

Loan Coverage Insurance

Death  
&  
Full or partial permanent disability

Currency CHF

Taken out by ICSMA-Mutuelle for its members,  
active international civil servants of the United Nations Office and affiliated Organizations

*Contractual document*

*Effective as of 1 January 2024*

As a member, you benefit from the Loan Coverage Insurance, taken out by ICSMA-MUTUELLE with MGEN, under the contract number no. MGENIB1100524NNP, which is intended to pay the outstanding balance(s) of ordinary and housing loans in the event of death or disability resulting from illness or accident, as recognised by the Pension Committee of the United Nations Joint Staff Pension Fund or the World Trade Organisation (WTO) Pension Plan.

The terms, conditions and details of the benefits, to which you are entitled to, are set out in this information leaflet.

*This document is a translation of the terms and conditions of the insurance leaflet written in French. However, only the French version is binding.*

*Intermediated by: ASN, Advisory Services Network AG, Bederstrasse 51, 8002 Zurich, Switzerland*

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## Section 1. Purpose and basis of the information leaflet

### 1- Purpose of the information leaflet

The contract, object of this information leaflet, is a group insurance contract taken out by the International Civil Servants Mutual Association (ICSMA), acting on behalf of its entity La Mutuelle with the Insurer MGEN, under an underwriting delegation with VYV International Benefits (VYV-IB).

The declarations of both La Mutuelle and the members serve as a basis to this contract.

The Contract falls under *branche* 1 - Accident, 2 - Illness and 20 - Life and Death, as defined in Article R.211-2 of the *French Code de la mutualité*

The purpose of the contract is to provide international civil servants, members of La Mutuelle and who take out ordinary and/or housing loan(s) with La Mutuelle, with coverage for the remaining balance due on their ordinary and/or housing loan(s) in the event of death from any cause or disability, as recognised by the Pension Committee of the United Nations Joint Staff Pension Fund or the World Trade Organisation Pension Plan, following illness or accident of the borrowing member.

Members have access to the content of the Statutes of the Insurer at <https://www.mgen.fr>. In the event of a conflict of interpretation between the contract covered by this leaflet and the provisions of the Statutes of the Insurer, the provisions of the contract shall prevail.

### 2- Effect, duration

#### 2.1 Coverage

**Application for coverage is made by means of a health questionnaire completed, dated and signed by the international civil servant, member of La Mutuelle or eligible for services, at the time of submitting his/her loan application(s).**

The health questionnaire specifies the international civil servant's identity and date of birth.

By his/her signature on the health questionnaire, the international civil servant acknowledges having read and

understood the pre-contractual documents, namely the IPID and the information leaflet. La Mutuelle is released from any liability relating to its duty to inform if an international civil servant signs the questionnaire without having read the pre-contractual documents.

Premiums are paid by La Mutuelle.

No member may be excluded from the coverage against his/her will if he/she meets the conditions to benefit from it, is part of the insured group and the premiums have been paid by La Mutuelle.

### 2.2 Effective date and renewal

**For members with one or more loans granted on or after 1 January 2024, and for those who already benefit from coverage on their loan(s) through a previous contract, which is taken over by the Insurer, membership of the insurance takes effect on 1 January 2024 for a period ending on 31 December of the same year.**

**The insurance coverage is then renewed by tacit agreement every 1 January for a period of one year.**

**Full reimbursement of a loan automatically terminates coverage.**

### 3- International civil servant's obligations

An international civil servant who is on sick leave (certified and uncertified) cannot submit a loan application.

An international civil servant applying for a loan from La Mutuelle must complete a health questionnaire completely and truthfully.

If the international civil servant's state of health changes unfavourably between the date mentioned on the health questionnaire and the scheduled date of payment of the loan, or if he/she is on sick leave (certified and uncertified) during this period, the international civil servant must immediately inform the Insurer, via La Mutuelle, which will decide on the action to be taken with the loan application.

The conditions of the contract are based on the declarations sent by the international civil servant to the Insurer via La Mutuelle.

### 4- Additional provisions

#### 4.1 Prescription

##### - Limitation period

Any action arising from the coverage shall be barred after two (2) years from the event giving rise to it. However, this period does not run:

- in the event of concealment, omission, false or

inaccurate statement of the risk incurred, on the part of the member, from the date on which the Insurer became aware of it;

- in the event of realization of the risk, only from the day on which the parties concerned became aware of it, if they can prove that they were unaware of it until then.

For life insurance contracts, the beneficiary's actions are time-barred no later than thirty (30) years from the date of the member's death.

#### - Causes of interruption of the limitation

Prescription is interrupted by one of the ordinary causes for interrupting prescription and by the appointment of experts following the occurrence of a risk.

The interruption of prescription of the action may also result from the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, addressed by the Insurer to La Mutuelle, with regard to the action for payment of the premium, and by the member to the Insurer, with regard to the settlement of the indemnity.

#### 4.2 Forfeiture of benefits

The member forfeits all rights to compensation for the claim in question, and may also be subject to criminal prosecution by the Insurer in the following cases:

- If he/she makes a false statement related to his/her state of health;
- If he/she fails to report an adverse change of his/her state of health between the date of the signature mentioned on the health questionnaire and the date of payment of the loan;
- If he/she submits a loan application while on sick leave (certified and uncertified);
- If he/she knowingly provides or uses inaccurate, fabricated or falsified information or documents as evidence in the medical process or uses other fraudulent means to obtain medical coverage for the loan(s).

#### 4.3 Personal data protection

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation), as part of the management of the insurance contract, member's personal data may be transferred to the Insurer, its agents, service providers, subcontractors or reinsurers. The member is hereby informed that his/her personal data will be processed in connection with the conclusion, management and performance of the insurance contract, as well as for its commercial

management purposes. It may also be used in connection with control operations, the fight against fraud, money laundering and the financing of terrorism, the search for beneficiaries of unpaid death contracts, the enforcement of legal and regulatory provisions, in application of the contract.

The data collected is essential for the implementation of this processing operations and is intended for the relevant departments of the Insurer and La Mutuelle. The Insurer is obliged to ensure that this data is accurate, complete and, where necessary, updated. The data collected will be kept for the entire duration of the contractual relationship, plus any legal requirements, or in compliance with the periods stipulated by the "Commission Nationale de l'Informatique et des Libertés" (CNIL).

Members have the right of access, rectify or delete their data, limit the processing of their data, request portability, object to processing, as well as the right to define directives concerning their fate after their death. They may exercise their rights by contacting the "**Délégué à la Protection des Données du Groupe VYV**", 62-68, rue Jeanne d'Arc – 75013 Paris CEDEX or [dpo@groupe-vyv.fr](mailto:dpo@groupe-vyv.fr). When exercising their rights, they may be asked to produce proof of identity. In the event of a persistent dispute, they have the right to refer the matter to the CNIL at [www.cnil.fr](http://www.cnil.fr) or at 3, place de Fontenoy, TSA 80715, 75334 Paris Cedex 7, France.

Data relating to members' state of health, the processing of which is necessary for the purposes of fulfilling the obligations and exercising of the rights of the Insurer or the members themselves with regard to social protection, may be processed in connection with the conclusion, management and performance of the said contract. This data is intended exclusively for the medical service of the Management delegate. Rights may be exercised to the attention of the medical advisor of the Insurer by sending an e-mail to: [lamutuelle@vyv-ib.com](mailto:lamutuelle@vyv-ib.com).

#### 4.4 Supervisory authority

The Insurer's supervisory authority is the "Autorité de Contrôle Prudentiel et de Résolution" (ACPR), 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09, France.

#### 4.5 Information – Complaints - Mediation

Where members seek clarification or for any claim relating to:

- conditions relating to loan coverage in the event of death or disability,

they should contact La Mutuelle, Palais des Nations, 1211 Geneva 10, Switzerland or by e-mail at [lamutuelle@un.org](mailto:lamutuelle@un.org).

Where members seek clarification or for any claim relating to:

- medical process,

they should contact the Insurer through VYV International Benefits, Service Médical, 7 Square Max Hymans, 75748 Paris Cedex 15, France or by e-mail [lamutueller@vyv-ib.com](mailto:lamutueller@vyv-ib.com).

Receipt of the complaint will be acknowledged within ten (10) days from its receipt unless the reply itself is given within this period. In any case, in accordance with applicable legislation, a reply will be sent before the expiration of a period of two (2) months from the date of receipt of the complaint.

If members are not satisfied with the answer(s) provided, the complaint is not resolved, they may write to **VYV International Benefits, Customer Relations Department, 7 Square Max Hymans, 75748 Paris Cedex 15, France, email: [lamutueller@vyv-ib.com](mailto:lamutueller@vyv-ib.com)**, enclosing a copy of the replies received.

Once all the procedures for handling requests and complaints have been exhausted, members may contact, in writing, the MGEN Ombudsman and send the complaint by postal mail to **CNPM - MÉDIATION - CONSOMMATION, 27 Avenue de la Libération 42400 SAINT-CHAMOND** or on the dedicated website: <https://www.cnpm-mediation-consommation.eu>.

The Ombudsman's opinion is not binding on the parties in dispute, who retain the right to take their case to the competent courts. The Ombudsman is not authorized to give an opinion on the conditions of enrolment to the insurance. The terms and conditions of mediation can be consulted on the mediation website <https://www.cnpm-mediation-consommation.eu>.

#### 4.6 Jurisdiction and language of the contract

This contract, which is the subject of this leaflet, is governed by the Swiss substantive law as regards the relationship with members, and by the Swiss Federal Accident Insurance Act (UVG). In the event of a dispute with a member, the Swiss courts shall have jurisdiction.

Only the French version is binding.

#### 4.7 Limitation clause – International sanctions

The Insurer shall not be bound by the coverage of any insurance, nor by the settlement of any claim or the provision of any benefits under these provisions if such coverage, settlement or benefits would expose it to any sanction, prohibition or restriction under the United Nations resolutions relating to economic or trade sanctions, or under the laws and regulations of the European Union, the United States of America or any other jurisdiction.

#### 4.8 Reluctance or false statement

The terms and conditions of the contract are based on the statements made by the civil servant on the health questionnaire sent to the Insurer via La Mutuelle.

Any omission, inaccuracy or misrepresentation made during the last four (4) full years and the current year, from the date of submission of the loan application and health questionnaire to the date of loan payment, as well as the submission of a loan application and health questionnaire during a period of sick leave (certified and uncertified), will result in termination of insurance coverage for this loan without payment of benefits. This outstanding loan will have to be repaid directly by the member in the event of disability, or by the member's estate in the event of death.

If the loan concerned by the omission and/or inaccuracy and/or misrepresentation and/or sick leave results from the consolidation of one or more previous loans, the latter are also affected by the absence of payment of benefits even if no omission, inaccuracy, misrepresentation nor sick leave has been or could be noted, including due to the age of the applications, knowing that the consolidation of a new loan with one or more current loans cancels and replaces the consolidated loan(s).

Any inaccuracy or intentional omission may result in the Insurer invoking the nullity of the insurance coverage.

If the member makes a false declaration, as described in article 4.2, the Insurer will refuse coverage in the event of a claim. The outstanding capital will then be payable to La Mutuelle by the member or his/her heirs.

## Section 2. Insured

### 5- Insured persons

**International civil servants employed by an international organisation of the United Nations who have fulfilled the conditions set out in the ICSMA's internal rules allowing them to apply for an ordinary loan and/or a housing loan are eligible for the "Loan Coverage Insurance" described in this information leaflet.**

**Retired international civil servants are not eligible for "Loan Coverage Insurance".**

### 6- Enrolment to the insurance

#### 6.1 Membership conditions

Membership can only be taken out if an international civil servant is still active and meets the eligibility conditions set out in the ICSMA Internal Regulations.

The international civil servant becomes an insured person when his/her application for coverage is accepted by the Insurer, in accordance with the terms and conditions laid

down by the latter, and a loan is paid to him/her.

The Insurer is entitled to refuse insurance coverage. In this case, the loan will not be granted.

## 6.2 Membership formalities

International civil servants, who are members of La Mutuelle or eligible for loans, must, at the time of submitting their loan application:

- Complete accurately, date and sign a health questionnaire.

The Insurer then reserves the right to ask the international civil servant for further information about his/her state of health.

An international civil servant may be required to justify, at any time, his/her declarations by sending supporting documents by e-mail to the following address: [lamutuelle@vyv-ib.com](mailto:lamutuelle@vyv-ib.com).

It is specified that the above membership formalities do not apply to loans previously covered under a La Mutuelle group contract.

A health questionnaire, completed by an international civil servant whose loan application has not been finalised nor the loan paid out, is valid for three (3) months. If his/her state of health changes unfavourably during this period, and that the answers initially given on the health questionnaire require updating, he/she must immediately inform the Insurer via La Mutuelle and before the loan is paid out by the latest.

## 7- Loan conditions modification

A member who has taken out a loan from La Mutuelle and wishes to obtain a new loan will have to complete a new health questionnaire which will be subject to the provisions of this information leaflet.

If a member receives only half pay or no pay at all and does not repay his/her loan or only partially, in the event of a claim all sums (amortization and interest) outstanding during this period will be charged to him/her.

If a member wishes to take out insurance, at his own expense, to cover loss of earnings caused by a salary at half pay, he/she may submit a request to La Mutuelle.

A member may ask La Mutuelle to extend or reduce the term of a loan without affecting the insurance coverage and without having to complete a new health questionnaire.

## 8- Effective date of the benefits

The insurance coverage takes effect for each member on the dates defined in Article 2.2.

## 9- Termination of benefits

Once admitted to the insurance a member cannot be excluded as long as he/she fulfil the eligibility conditions.

The insurance coverage terminates in the following cases:

- For each member individually:
  - in the event of non-payment of premiums by La Mutuelle;
  - in the event of reluctance or false statement as described under article 4.8;
  - at the normal or anticipated end of each loan contracted with La Mutuelle.
- For all members:
  - in the event of termination of the group insurance contract concluded between La Mutuelle and the Insurer.

## Section 3. Definitions

The terms and expressions used in this information leaflet have the meanings mentioned below:

**Accident:** any unintentional bodily injury to the member, resulting from the sudden and unexpected action of an external cause, excluding an acute or chronic illness.

**Beneficiary:** the Beneficiary of the insurance is the member. However, in the event of a claim, the benefits will be paid to La Mutuelle, which will reimburse the debt owed by the member. Under no circumstances will the member receive any direct payment from the Insurer or La Mutuelle.

The member is a beneficiary within the limits of the amounts set out in this information leaflet.

**Management delegate:** legal entity entrusted, for a limited period which may be renewed, with the performance, on behalf of the Insurer, of management tasks (preparation of claims files, etc.), namely La Mutuelle and VYV International Benefits.

**Force majeure:** unforeseeable and irresistible event that originates outside and cannot be avoided.

**Member:** person on whose head the insured risk rests. It is here an active international civil servant who:

- meets La Mutuelle's eligibility criteria;
- benefits from one or more loans granted by La Mutuelle.

**Insurer:** the organization that covers the risk insured under the contract subject to this information leaflet, namely MGEN, 3 Square Max Hymans, 75748 Paris Cedex 15, France, governed by the "Code de la Mutualité".

**Contractual period of insurance:** the coverage period, guaranteed by the Insurer, begins on 1 January 2024 and ends on 31 December 2026 at midnight GMT. It is subject to extension.

**Balance:** the balance of the ordinary and/or housing loan(s) consists of the balance of the principal- instalment-interest-fees included due at the end of the month in which the death occurs or the disability benefit comes into effect.

**Claim:** any random event likely to engage the guarantee of the present Loan Insurance Coverage.

**Policyholder:** La Mutuelle that signs the insurance contract and is solely responsible for the payment of the premium.

## Section 4. Benefits

### 10- General information on benefits

#### - Amount of benefits

The amount of benefits, payable in the event of a claim, depends on the outstanding balance on the loan(s) taken out by the member with La Mutuelle and as declared by La Mutuelle to the Insurer.

The maximum limit for reimbursement by the Insurer of the balance(s) due on the ordinary and housing loan(s) is CHF 250,000 per member.

### 11- Coverage of the balance(s) due on ordinary and housing loan(s) in the event of the member's death from any cause

In the event of the member's death from any cause, the Insurer pays La Mutuelle a lump sum based on the outstanding balance(s) due on the ordinary and/or housing loan(s), instalment-interest-fees included.

Amount	
Lump sum paid to La Mutuelle in the event of the member's death	The amount payable to La Mutuelle corresponds to the balance of the loan(s), instalment-interest-fees included, at the end of the month in which the death occurred. It is a maximum of CHF 250,000 per member.

Gross negligence on the part of the member is covered. However, the Insurer reserves the right to verify that the death is not the result of another excluded risk, including with the consular authorities.

The instalment and interest for the month in which the death occurs are due.

The supporting documents that must be provided for the payment of benefits are listed in Section 5.

### 12- Coverage of the balance(s) due on ordinary and housing loan(s) in the event of the member's total or partial permanent disability.

In the event of an accident or illness resulting a presumed permanent disability as recognised by the Pension Committee of the United Nations Joint Staff Pension Fund or the World Trade Organisation Pension Plan, the Insurer will pay a lump sum to La Mutuelle based on the balance(s) due on the ordinary and/or housing loan(s), instalment-interest-fees included.

If the Pension Committee of the United Nations Joint Staff Pension Fund or the World Trade Organisation Pension Plan recognises a partial permanent disability, the capital paid will be prorated according to the degree of disability, in application of their Regulations and Rules.

Amount	
Lump sum paid to La Mutuelle in the event of the member's permanent disability	The amount payable to La Mutuelle corresponds to the balance of the loan(s), instalment-interest-fees included, at the end of the month in which disability is recognised, in proportion to the member's degree of disability if the latter is partial. The maximum amount is CHF 250,000 per member.

Gross negligence on the part of the member is covered. However, the Insurer reserves the right to verify that the disability is not the result of another excluded risk, including with the consular authorities.

The instalment and interest for the month in which the disability occurs are due.

The supporting documents that must be provided for the payment of benefits are listed in Section 5.

#### 12.1 Permanent disability assessment

**A member is considered to be permanently disabled when he/she suffers from a lasting impairment of physical or mental harm.**

The date of onset and degree of permanent disability are determined on the date of recognition of such status by the Pension Committee of the United Nations Joint Staff Pension Fund or the World Trade Organization Pension Plan.



## Section 5. Supporting documents

### 13- Documents to be provided in the event of death

The balance(s) of the ordinary and housing loan(s) is/are paid to La Mutuelle within 30 days of receipt of the following supporting documents and information and their validation by the Insurer, namely:

- the death certificate of the member;
- the cause of the member's death.

The Insurer and/or La Mutuelle reserve the right to request other supporting documents to complete the file, as well as legal certification of the documents (Hague Apostille). These must be sent by the member or any other authorized person to La Mutuelle at the following address: [lamutuelle@un.org](mailto:lamutuelle@un.org).

### 14- Documents to be provided in the event of permanent disability

The balance(s) of the outstanding ordinary and housing loan(s) is/are paid to La Mutuelle within 30 days of receipt of all the following supporting documents and their validation by the Insurer, namely:

- a copy of the decision of the Pension Committee of the United Nations Joint Staff Pension Fund or the World Trade Organization Pension Plan;
- the attending physician's medical report. For reasons of medical confidentiality this report must be sent by the member or any other authorized person directly to the Insurer at the following address: [lamutuelle@vyv-ib.com](mailto:lamutuelle@vyv-ib.com).

The Insurer and/or La Mutuelle reserve the right to request other supporting documents to complete the file, as well as legal certification of the documents (Hague Apostille). These must be sent by the member or any other authorized person to La Mutuelle at the following address: [lamutuelle@vyv-ib.com](mailto:lamutuelle@vyv-ib.com).

## Section 6. EXCLUSIONS

### 15- EXCLUSIONS

**ARE EXCLUDED AND ARE NOT INSURED UNDER THE LOAN COVERAGE INSURANCE:**

- **MEMBER'S SUICIDE OCCURRING DURING THE FIRST YEAR OF COVERAGE UNDER THE PRESENT CONTRACT;**
- **CLAIMS ARISING FROM MILITARY SERVICE ABROAD, PARTICIPATION IN ACTS OF WAR, CRIMINAL ACTS OR ACTS OF TERRORISM.**