

Retraites Populaires  
RP Arc-en-Ciel

General Terms and Conditions  
Effective 1 January 2024

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## I. GENERAL INFORMATION

### 1. Definitions and abbreviations

Terms and abbreviations used in this document:

Retraites Populaires	Retraites Populaires, an institution governed by cantonal public law selling all forms of life insurance and personal risk solutions, with its head office in Lausanne
LPP	Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans
AVS	Retirement and Survivors' insurance
AI	Invalidity (disability) insurance
CC	Swiss Civil Code
LFLP	Federal Law on Vesting in Pension Plans
LCA	Federal Law on Insurance Policies
LAVS	Federal Law on Retirement and Survivors' Insurance
Reference age	Reference age for men and women as defined by the LAVS
Entitlement age	Age from which the policyholder can benefit from a retirement benefit

This english translation is provided for your convenience. If a difference in interpretation arises, the french version will be authoritative.

### 2. Registered partnership

Throughout its duration, a registered partnership, within the meaning of the Federal Law of June 18, 2004 on the Registered Partnership between Persons of the Same Sex, is treated identically to marriage. The rights and obligations of registered partners are identical to those of married spouses. A surviving registered partner is treated in the same way as a surviving spouse. A registered partnership is dissolved in the same manner as a divorce.

## **II. PRINCIPLES**

### **3. Applicable rules and fees**

- 1 Under the name RP Arc-en-Ciel, Retraites Populaires markets a vested benefits solution in the form of an insurance policy (the RP Arc-en-Ciel vested benefits policy).
- 2 The RP Arc-en-Ciel vested benefits policy marketed by Retraites Populaires is governed by these General Terms and Conditions as well as by the LFLP, the LPP and their implementing ordinances and, for matters outside their scope, by the LCA.
- 3 Retraites Populaires applies to the RP Arc-en-Ciel vested benefits policy, in all its forms, the fees approved by the Vaud cantonal government that are in force when contributions are calculated and benefits paid. When optional supplementary insurance is arranged, Retraites Populaires applies the fees approved by the Vaud cantonal government in force at that time.
- 4 If, during the term of the contract, Retraites Populaires revises the General Terms and Conditions governing insurance policies of the same type, it will have to decide whether, and if so under what conditions, the policyholder may request the benefit of any advantages arising from the new provisions.
- 5 Retraites Populaires reserves the right to make amendments to reflect changes in the statutory provisions from the time of contract formation.

### **4. Arrangement of the RP Arc-en-Ciel vested benefits policy**

- 1 The RP Arc-en-Ciel vested benefits policy comes into effect only after the transfer of vested benefits from an occupational or vested benefits institution.
- 2 With the consent of Retraites Populaires, other vested benefits may also be transferred into the RP Arc-en-Ciel vested benefits policy at a later date.

## **III. SAVINGS ACCOUNT**

### **5. Amount of the savings account**

- 1 The savings account corresponds, at the time that the RP Arc-en-Ciel vested benefits policy is set up, to the vested benefits transferred in by the policyholder. Retraites Populaires pays interest on the savings account.
- 2 The interest rate is set annually by Retraites Populaires.

### **6. Transfers of the savings account**

- 1 The policyholder must inform Retraites Populaires if they become a member of a new occupational benefits institution. Retraites Populaires is obliged to transfer the savings account to the new institution up to the amount required to cover the inward transfer relative to membership of the new plan.
- 2 The policyholder may switch to another vested benefits institution at any time.
- 3 In any event, Retraites Populaires will deduct a set fee from the policyholder's savings account for arrangement costs and the costs of transferring the vested benefits policy.

**7. Payment of the savings account in cash**

- 1 The savings account can be paid out in cash only in one of the following cases:
  - 1) the policyholder leaves Switzerland permanently, subject to Article 25f LFLP;
  - 2) if they become self-employed and are no longer subject to mandatory pension cover;
  - 3) the amount of the savings account is lower than the annual amount of policyholder's contributions collected by this occupational benefits institution prior to the transfer of the vested benefits to Retraites Populaires.
- 2 If the policyholder is married, the cash payment may be made only with the spouse's written consent. Retraites Populaires establishes the means by which the spouse should give their consent.
- 3 If this consent cannot be obtained or if the spouse withholds it without a legitimate reason, the policyholder may seek a civil court injunction.

**IV. INSURED BENEFITS**

**SECTION 1 CORE BENEFITS**

**8. General information**

- 1 The main purpose of the RP Arc-en-Ciel vested benefits policy is to provide a retirement annuity. Up to the entitlement age, the policyholder may choose if their retirement annuity will be paid to their spouse/cohabiting partner after their death and what percentage thereof (revertibility).

In a directive, Retraites Populaires specifies the conditions and establishes the means of proof that the cohabiting partner is required to provide.
- 2 If the policyholder passes away before the entitlement age, Retraites Populaires will release the savings account available at the time of death to the beneficiaries under the terms of Article 11.1.

**9. Core benefits**

- 1 Retirement benefits are funded by the vested benefits transferred by the policyholder and any additional payments credited during the life of the vested benefits policy, up to the entitlement age.

**10. Life benefits**

- 1 Members are entitled to retirement benefits from the first day of the month following that in which they reach the entitlement age established by the RP Arc-en-Ciel vested benefits policy. The entitlement age can be set up to five years before the reference age. If the policyholder proves that they continue to be gainfully employed, the entitlement age can be set up to five years after the reference age.
- 2 If the policyholder receives a full disability annuity from the AI and has not taken out optional supplementary insurance to cover the risk of disability (Article 17), the savings account may be paid out earlier, at their request, although only in the form of a lump-sum.
- 3 The retirement annuity is calculated at the due date, using the pension scales in force at the time, by converting the accrued savings account with the conversion rate determined by Retraites Populaires. Opting for revertibility in favour of a spouse/cohabiting partner (Article 8 paragraph 1) reduces the value of annuity allotted.
- 4 The policyholder may at any time request early payment of their annuity, no more than five years before the reference age. Taking an annuity early will reduce the level of benefits.
- 5 The policyholder who continues to exercise gainful activity may at any time defer their retirement benefits for up to five years from the reference age. The accrued savings account will continue to earn interest during this time.

## **11. Death benefits**

### **11.1 Before the entitlement age**

- 1 the policyholder passes away before the entitlement age, the beneficiaries are those mentioned in the article 15 OLP.
- 2 If Retraites Populaires becomes aware of the fact that the beneficiary, entitled to the benefit, intentionally caused the death of the insured, it refuses to grant the benefit, which goes to the next beneficiary(ies) according to article 11, letter a, paragraph 1. Retraites Populaires determines the conditions and establishes the list of supporting documentation that the cohabiting partner must provide.

### **11.2 After the entitlement age**

- 1 Should the policyholder pass away after the entitlement age, provided that the policyholder submitted the request by the entitlement age, the surviving spouse/cohabiting partner becomes the beneficiary of the retirement annuity, to the degree stipulated in the vested benefits policy.
- 2 If the surviving spouse/cohabiting partner is more than ten years younger than the deceased member, the surviving spouse's annuity is reduced by 1% of this amount per year, or fraction of a year, exceeding ten years.
- 3 In the event of a remarriage or new cohabitation arrangement, after the entitlement age, with a person concerning whom the revertibility benefit had not been calculated, Retraites Populaires reserves the right to recalculate or refuse revertibility.
- 4 The insurance will lapse if there is no revertibility in favour of the surviving spouse/cohabiting partner.

## **SECTION 2 OPTIONAL SUPPLEMENTARY BENEFITS**

### **12. General information**

In addition to the benefits considered in Section 1 above, the following benefits may also be insured voluntarily any time before the entitlement age.

#### **12.1 Death benefits**

- a survivor's annuity (for spouse or cohabiting partner);
- an orphan's annuity;
- an additional lump-sum.

The payment of a survivor's annuity (to a spouse or cohabiting partner) reduces the savings account reverting under the terms of Article 8 paragraph 3.

#### **12.2 Disability benefits**

- a disability annuity;
- an annuity for disabled insured's children;
- contribution waivers.

The optional supplementary benefits are determined under the terms of the RP Arc-en-Ciel vested benefits policy.

### **13. Funding of optional supplementary benefits**

Optional supplementary benefits are funded, at the policyholder's discretion, by either:

- deductions from the savings account; or
- monthly, quarterly, half-yearly or annual contributions.

**14. Entitlement to optional supplementary benefits**

- 1 Death and disability benefits are optional and offered on the basis of a health declaration completed by the policyholder.
- 2 This health declaration takes the form of answers to health-related questions designed by Retraites Populaires.
- 3 Retraites Populaires may also require a medical examination to be performed or a medical report to be written concerning the policyholder by an approved doctor, the cost of which is covered by Retraites Populaires.
- 4 After examining the medical details, Retraites Populaires may establish, for death and disability benefits, a premium surcharge, one or more exclusions (medical or for substandard risks), or may refuse to cover these risks altogether. Where that applies, Retraites Populaires will inform the policyholder of its decision.
- 5 If an insured event covered by an exclusion occurs, no benefits will be paid out.
- 6 Coverage in terms of death and disability benefits becomes effective once Retraites Populaires has notified the policyholder of its decision. The range of insured benefits is shown in the RP Arc-en-Ciel vested benefits policy sent to the policyholder.
- 7 In the event of deferment, no disability benefits will be payable beyond the reference age. If the policyholder becomes totally or partially unable to work, they automatically become entitled to retirement benefits at the end of the qualifying period for contribution waivers under the terms of the RP Arc-en-Ciel vested benefits policy, but at the latest by the end of the maximum five-year deferment period.

**15. Definition of child**

The children of the policyholder who are entitled to a disabled person's or orphan's annuity are:

- children as defined by Article 252 CC, including adopted children and children born out of wedlock as defined by the former law;
- children taken in by the policyholder as defined under Article 49 of the Ordinance on AVS;
- the children of the policyholder's spouse/cohabiting partner, if the policyholder is fully or primarily responsible for supporting them.

**16. Cost-of-living adjustments**

Disability and survivors' annuities that have been paid out for more than three years are adjusted to the cost of living in accordance with the Federal Council's directives, up to the reference age of the pensioner.

**17. Disability benefits**

**17.1 Definition of disability**

The definition of disability used is the same as under AI. The degree of disability and the start of entitlement correspond to arrangements under AI, barring exceptions. In this context, the policyholder should provide Retraites Populaires with a copy of the AI decision and a recent medical certificate. Retraites Populaires also reserves the right to require a further medical examination, at its own expense.



#### 17.2 Entitlement and amount of the disability annuity

- 1 Persons are entitled to benefits if they become at least 40% disabled as per the AI definition, provided that they were insured when they first suffered the disability rendering them unable to work.
- 2 The annuity rate to which the insured is entitled corresponds to the calculation factor recognised by the AI.
- 3 Any change in the degree of disability, any new decision by the AI or any change in the policyholder's financial circumstances will occasion a re-examination of the entitlement to disability benefits by Retraites Populaires.
- 4 Payment of the disability annuity begins once the qualifying period stated in the RP Arc-en-Ciel vested benefits policy has elapsed.

#### 17.3 Expiry of the disability annuity

The disability annuity lapses in the following cases:

- the disability is resolved;
- the degree of disability or incapacity for work falls below the minimum level of 40%;
- the policyholder passes away;
- the policyholder reaches the reference age or the age established in the RP Arc-en-Ciel vested benefits policy.

#### 17.4 Contribution waivers

- 1 In the event of total or partial incapacity for work owing to a physical or mental impairment, established on the basis of objective medical criteria, or if the insured is deemed to be disabled under the AI definition, the policyholder is released from paying contributions after the qualifying period stipulated in the RP Arc-en-Ciel vested benefits policy has ended.
- 2 The policyholder is released from the payment of contributions up to the same percentage as the degree of disability recognised by the AI. Any change in the degree of incapacity for work or disability or any new decision by the AI occasions a re-examination of the entitlement to the contribution waiver by Retraites Populaires.
- 3 Contribution waivers do not apply to deductions from the savings account to finance the supplementary death or disability benefits.
- 4 Entitlement to contribution waivers expires in the following cases:
  - the incapacity for work or disability is resolved;
  - the degree of disability or incapacity for work falls below the minimum level of 40%;
  - the policyholder passes away;
  - the policyholder reaches the reference age or the age established in the RP Arc-en-Ciel vested benefits policy.

#### 17.5 Disabled insured's child annuity

- 1 The children of disabled persons are entitled to an annuity until the age of 18 (or 25 if an apprentice or in full-time education) or are at least 70% disabled themselves.

Children taken in by the insured disabled person enjoy the same rights as the disabled person's children if the disabled person is obliged to support them.

### 18. Death benefits

#### 18.1 Start of entitlement to benefits

The entitlement to benefits starts in the month after the policyholder or disabled pensioner passes away.

#### 18.2 Surviving spouse's annuity

- 1 If the policyholder or disabled pensioner passes away, the surviving spouse is entitled to an annuity, the amount of which is established in the RP Arc-en-Ciel vested benefits policy, regardless of their age, or length of marriage or whether they have any dependent children.
- 2 The annuity expires in the event of remarriage by the surviving spouse, or a new cohabitation arrangement, up to the age of 45. In this instance, lump-sum compensation equal to three times the annual annuity is paid.
- 3 The surviving spouse may request that the lump-sum compensation be replaced by a right to renew the annuity in the event of the dissolution of the subsequent marriage(s)/cohabitation arrangement(s). Any such decision is irrevocable.

#### 18.3 Surviving cohabiting partner's annuity

- 1 If the policyholder or disabled pensioner passes away, their cohabiting as defined in Article 8, is entitled to an annuity, the amount of which is determined in the RP Arc-en-Ciel vested benefits policy.
- 2 The annuity expires in the event of marriage of the surviving partner, or a new cohabitation arrangement, up to the age of 45. In this instance, lump-sum compensation equal to three times the annual annuity is paid.
- 3 The surviving partner may request that the lump-sum compensation be replaced by a right to renew the annuity in the event of the dissolution of the subsequent marriage(s)/cohabitation arrangement(s). Any such decision is irrevocable.

#### 18.4 Divorced-surviving spouse's annuity

- 1 A divorced-surviving spouse is treated in the same way as an ordinary surviving spouse if their former spouse passes away, provided that the marriage lasted at least ten years and, at the time of death, the divorced-surviving spouse was in receipt of an annuity under the terms of the divorce. This equivalent treatment applies only to the surviving spouse's annuity.
- 2 Retraites Populaires may nevertheless reduce benefits to the extent that, when added to other insurances, in particular AVS or AI cover, these benefits exceed the value of the claim arising from the divorce decree.
- 3 The right to an annuity lapses if the divorced-surviving spouse remarries, enters into a cohabitation arrangement or passes away.

#### 18.5 Reduction of annuities paid to the surviving spouse/partner or the divorced-surviving spouse

If the surviving spouse/partner or the divorced-surviving spouse is more than ten years younger than the deceased policyholder, the surviving spouse's/partner's or divorced-surviving spouse's annuity is reduced by 1% of this amount per year, or fraction of a year, exceeding ten years.

#### 18.6 Orphan's annuity

- 1 The children of the deceased are entitled to an annuity until the age of 18 (or 25 if an apprentice or in full-time education) or are at least 70% disabled themselves.
- 2 Children taken in by the deceased have the same rights as the orphans if the deceased was obliged to support them.

#### 18.7 Additional lump-sum death benefit

If the policyholder passes away before the entitlement age, Retraites Populaires will pay the additional lump-sum stipulated in the RP Arc-en-Ciel vested benefits policy.

## **V. PAYMENT OF INSURED BENEFITS**

### **19. Annuity payments**

- 1 Subject to paragraph 4 here and Article 20, retirement, survivor's and disability benefits are paid out as annuities. Annuities are paid in arrears, in accordance with the terms and conditions agreed between the beneficiaries and Retraites Populaires.
- 2 Except for disability annuities, the annuity is paid in full for the month in which entitlement lapses.
- 3 Payment of the disability annuity ceases concurrently with the annuity entitlement, in accordance with Article 17.3.
- 4 Retraites Populaires allots a lump-sum in place of annuities deemed too low by Article 37 paragraph 3 LPP.

### **20. Lump-sum benefits**

#### 20.1 Lump-sum retirement benefits

- 1 A policyholder who wishes to opt for a lump-sum benefit rather than a retirement annuity must notify Retraites Populaires before reaching the entitlement age. After that date, the policyholder cannot go back on their decision. Retraites Populaires establishes the means by which the notification is made.
- 2 If the policyholder is married, the lump-sum payment may only be made with the spouse's written consent. Retraites Populaires establishes the means by which the spouse should give their consent. If this consent cannot be obtained or if the spouse withholds it without a legitimate reason, the policyholder may seek a civil court injunction.
- 3 The lump-sum payment may take some or all of the savings account. Any remaining lump-sum can be converted into a reduced retirement annuity.
- 4 A retirement benefit granted after a disability benefit has been awarded cannot be paid out as a lump-sum.

#### 20.2 Lump-sum benefits payable to the surviving spouse/partner or divorced-surviving spouse

- 1 The beneficiary may request that the benefit be paid out as a lump-sum instead of an annuity. For that to happen, Retraites Populaires must be informed of the beneficiary's choice before payment of the first annuity instalment. Retraites Populaires establishes the means by which the beneficiary should notify it of their decision.
- 2 The amount of the lump-sum is determined using the pension scales in force at Retraites Populaires at the time of the policyholder's decease.
- 3 All lump-sum payments reduce the insurance commensurately.

## **VI. MISCELLANEOUS PROVISIONS**

### **21. Legal assignment and pledging**

The savings account or claims on benefits not yet due may not be legally assigned or pledged, subject to Articles 22 and 23.

### **22. Encouragement of home ownership**

- 1 The policyholder may apply to withdraw all or part of their accumulated savings account or pledge their entitlement to benefits to finance the purchase of their own home, in accordance with the law.
- 2 Retraites Populaires charges a fee for processing applications and holding the units in a newbuild or housing cooperative.

**23. Divorce**

- 1 In the event of divorce, the court will decide on how to divide up the vested benefits accrued during the marriage. On request, Retraites Populaires will provide the policyholder or the divorce court with the information required by law.
- 2 If the entitlement age is reached while divorce proceedings are in progress, the transfer of any sum to the creditor spouse results in a corresponding reduction in the annuity paid. The reduction is calculated using the same variables as when the annuity is granted. The portion of the retirement annuity paid during the divorce proceedings that exceeds the reduced retirement annuity is divided equally between the two spouses and results in a further reduction in the annuity paid or the amount transferred to the creditor spouse.
- 3 When a retirement annuity is divided, the annuity share allocated to the creditor spouse may be transferred in a lump-sum to the creditor spouse's occupational benefits institution or to a vested benefits institution. Retraites Populaire sets the amount of the lump-sum, in accordance with its pension scales. Where a lump-sum is not transferred, the annuity share is converted into a divorced spouse's lifetime annuity. The divorced spouse's lifetime annuity does not entitle the beneficiary to child or survivors' benefits. It is paid in accordance with the applicable legal provisions.

**24. Concealment and other misconduct by the policyholder**

- 1 If it becomes clear that the health declaration or medical certificate submitted to Retraites Populaires is inaccurate or incomplete, Retraites Populaires will not be bound by the insurance contract provided that it departs from the agreement within six months of becoming aware of the concealment.
- 2 If AVS or AI authorities reduce, withdraw or deny benefits on the grounds that the death or disability of the policyholder was caused through the gross negligence of the policyholder, pensioner or beneficiary, or if the policyholder refused rehabilitation measures required by the AI authority, Retraites Populaires may reduce its benefits commensurately.

**25. Over-compensation**

The benefits paid by Retraites Populaires may be reduced or withdrawn if when combined with the benefits flowing from other insurance policies, this leads to an undue level of benefits, in accordance with statutory provisions.

**26. Policy cancellation**

If the savings account is used up before the regulatory retirement date by the cost of covering disability and/or death benefits, the policy is cancelled and no further disability or death benefits will be insured by Retraites Populaires.

**27. Duty to inform and provide supporting documentation**

- 1 Benefits will only be paid once the policyholder, or the beneficiaries, have produced all the documents required by Retraites Populaires to prove their entitlement to such benefits.
- 2 The policyholder undertakes to report, within 30 days, all changes in their circumstances as noted in the policy, in particular changes in marital status, address, or increase or decrease in degree of disability.
- 3 Retraites Populaires may at any time review the entitlement to benefits and link the payment of benefits to production of a proof-of-life certificate.

**28. Profit-sharing**

- 1 The RP Arc-en-Ciel vested benefits policy entitles policyholders to profit-sharing.
- 2 Retraites Populaires adapts its reserves each year in accordance with a policy set forth in separate regulations that is approved by its supervisory bodies. Each year, after setting aside the requisite level of reserves, Retraites Populaires reviews the possibility of awarding a share in the surplus profits and decides on how this should be allotted.
- 3 Surpluses are credited as supplementary income to the savings account, as an extra annuity entitlement or are added to annuities in payment.

**29. Data privacy**

29.1 Data collection and processing

- 1 In the arrangement and management of the RP Arc-en-Ciel vested benefits policy, personal data concerning the policyholder are collected by Retraites Populaires, or by an insurance intermediary on behalf of Retraites Populaires.
- 2 Retraites Populaires undertakes to take all necessary measures to comply with data protection legislation, which likewise applies to data transiting via the internet.
- 3 The data protection provisions in these General Terms and Conditions are supplemented by the Retraites Populaires Data Protection Charter, which may be consulted on its corporate website.

29.2 Data use

- 1 Personal data are processed for the purpose of arranging and managing the RP Arc-en-Ciel vested benefits policy.
- 2 These data may also be used for statistical evaluations, customer satisfaction surveys or marketing purposes.
- 3 Personal data may not be used in any other way without the express consent of the data subject.
- 4 Whenever Retraites Populaires entrusts all or part of one of the above tasks to a third party, it shall insure that this third party undertakes to comply with all data protection laws.

29.3 Data transmission – confidentiality

- 1 Retraites Populaires treats all personal data concerning the policyholder that has been provided to it as strictly confidential.
- 2 In assessing risks and handling claims, Retraites Populaires may send enquiries and data to its medical advisor, other doctors, AI bodies and other insurers or reinsurers.
- 3 Furthermore, personal data may be transmitted by Retraites Populaires to various bodies and authorities upon their request, where legally permissible.
- 4 Personal data may not be passed on to a third party without the express consent of the data subject.

29.4 Subject access

- 1 The data subject may ask Retraites Populaires whether data concerning them are processed in its files and, if so, which data. The data subject may request the correction of inaccurate data.
- 2 Medical data communicated to the insurer by a third party can only be obtained through a doctor designated by the data subject.

29.5 Data retention

Retraites Populaires' data are either stored electronically, or as paper copies, or both. Data are protected against unauthorised access and tampering.

29.6 Risks associated with data transmission via the internet or email

- 1 The policyholder is aware that despite all the data-security measures undertaken by Retraites Populaires, the protection of data transmitted electronically (e.g. via the internet or email) is not watertight.
- 2 The policyholder accepts the risks associated with the electronic transfer of data, including but not limited to the risks resulting from the hacking of their computer system by unauthorised third parties, actions by unauthorised third parties during data transmission, or transmission errors. It is the responsibility of the policyholder to take the necessary preventive measures by activating the security features on their hardware such as a firewall, an antivirus programme, and security updates.
- 3 Retraites Populaires will not be held liable for any damage resulting from the electronic transfer of data.

**30. Governing law**

For all disputes arising from the interpretation and performance of these General Terms and Conditions of the RP Arc-en-Ciel vested benefits policy, Article 73 LPP will apply.