

# GENERAL CONDITIONS 2017

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Ref: AMB Cov

# AMBASSADE

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For further information about your policy, we can be contacted Monday to Friday from 8.30 am to 6 pm - Paris time.

Tel: +33 (0)1 73 02 93 93 - Fax: +33 (0)1 73 02 93 90 - Email: [info.expats@april-international.com](mailto:info.expats@april-international.com)

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### NB:

The original version of this document is in French. In the event of a dispute, the French version shall prevail over any other languages.

## 1. SERVICES AVAILABLE UNDER YOUR POLICY

### 1.1. DIRECT PAYMENT OF HOSPITAL CHARGES:

With this service *You* have no *Hospitalisation* charges to pay. Simply ask *Us* to contact the hospital or clinic to which *You* will be admitted and *We* will settle your hospital bill on your behalf.

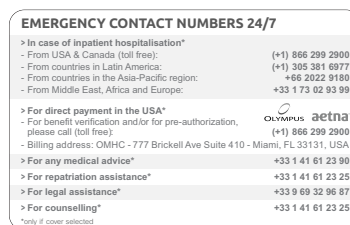
It is essential that you contact *Us* before being admitted to hospital. If *You* do not follow this procedure, an *Excess* of 20% will be applied to your reimbursement.

To ensure that your stay in hospital is covered, please ask your doctor to complete a *Confidential medical certificate* giving the reason for your *Hospitalisation*. This form should then be sent to our Medical Examiner. For further details, see paragraph 9.1.2.

#### To request *Direct payment of hospital charges*:

- from USA and Canada (toll free), call (+1) 866 299 2900,
- from countries in Latin America, call (+1) 305 381 6977,
- from countries in the Asia-Pacific zone, call +66 (0) 20 22 91 80,
- from the Middle East, Africa and Europe, call +33 (0)1 73 02 93 99.

These numbers are also listed on your insurance card, issued at the time of application:



### 1.2. REPATRIATION ASSISTANCE:

#### To request repatriation assistance:

*You* must obtain prior approval from APRIL Assistance (see paragraph 9.2).

To request assistance, *You* can contact APRIL Assistance:

- by calling on +33 (0)1 41 61 23 25,
- by fax on +33 (0)1 44 51 51 15.

### 1.3. THIRD PARTY PAYMENT SERVICE IN THE USA:

#### 1.3.1. THIRD PARTY PAYMENT SERVICE WITHIN THE AETNA NETWORK

*You* are entitled to the direct payment of your medical expenses when the corresponding treatment is dispensed and billed in the United States. This service operates within the limits of cover under the present policy.

This service is available for:

- consultations with general practitioners and specialists,
- diagnostic tests,
- X-rays,
- medical examinations and treatment,
- medical auxiliaries,

carried out by medical service providers belonging to the AETNA network.

#### For further information on this service and to obtain contact details for partner medical service providers near *You*, *You* can:

- contact us on (+1) 866 299 2900,
- visit [www.omhc.com/april](http://www.omhc.com/april).

If your treatment is not fully covered by your policy or if it does not qualify for reimbursement under the policy, the bill for your contribution to costs will be sent to *You* directly by the medical provider. *You* may be asked to provide a credit or debit card as a guarantee of payment.



In emergencies, during evenings or weekends, when your doctor is unavailable, *We* can provide a home consultation service. To avoid long waits in A&E, *You* will be put in touch with a doctor who will make a preliminary diagnosis by telephone before advising *You* on what *You* should do next: arrange a home visit or attend A&E.

The doctor's home visits service is available in the following cities (at 01/10/2016):

**In the US:** Anaheim, Atlanta, Baltimore, Beverly Hills, Bonita Springs, Boston, Breckenridge, Burbank, Chicago, Copper Mountain, Dallas, Fort Myers, Ft. Lauderdale, Hollywood, Houston, Keystone, Las Vegas, Los Angeles, Manhattan, Miami, Naples, Orlando, Philadelphia, Phoenix, San Diego, San Francisco, Scottsdale, Vail, Washington DC.

**In Mexico:** Acapulco, Cabo San Lucas, Cancun, Mazatlan, Mexico D.F. (except certain areas), Puebla, Puerto Vallarta-Nuevo Vallarta and Tijuana.

With this service, *You* will not have to pay the home visit charges specified in your policy. Your bill is sent directly to *Us* for payment. Depending on the cover *You* have selected, *You* may be required to pay part of the fee.

#### 1.6. LEGAL ASSISTANCE SERVICE:

**To take advantage of the legal assistance service** (see paragraph 9.4), please contact us:

- **by telephone:** +33 (0)9 69 32 96 87,
- **by email:** [expat@soluciapj.fr](mailto:expat@soluciapj.fr).

#### 1.7. ONLINE SERVICES:

**At [www.april-international.com](http://www.april-international.com), get personalised information through the secure “Customer zone” section.**

**If *You* are the *Principal insured*, *You* can:**

- check your reimbursement statements and those of your family members, details of cover and current General conditions,
- view your personal and bank details,
- submit your claims for reimbursement online using the Easy Claim module.

***You* can download the forms *You* will need to use the services or make a *Claim*** (see paragraphe 9.1):

- *Confidential medical certificate* (to be completed by your doctor before your admission to hospital),
- *Request for prior agreement* (to be completed by your doctor before commencing certain types of medical care or treatment),
- Claim for reimbursement (to be enclosed with your medical bills and prescriptions).

**If *You* are the *Member*, *You* can:**

- view your personal details and those of your insurance consultant,
- check your *Premiums* and payment method,
- pay your *Premiums* online using a bank card.

#### 1.8. WHERE TO SEND YOUR CLAIMS FOR REIMBURSEMENT, YOUR REQUEST FOR PRIOR AGREEMENT OR YOUR CONFIDENTIAL MEDICAL CERTIFICATE?

**To apply for reimbursement:**

**> Electronically, for medical expenses up to €400:**

Send *Us* your bills (the total amount per bill must not exceed €400) using the APRIL Easy Claim application which is available to download free of charge from the App Store, Google Play or the Windows Store.

Our Claims department will then process your claim. ***You* must keep the original invoices.** The operation and rules of use of the application will be explained when *You* first use it and remain accessible at any time within the application.

This service is also available in the Customer Zone by going to the “Your reimbursements” section.

**> By post:**

Fill in the Claim for reimbursement, **enclose your original invoices and medical prescriptions** (see paragraph 9.1.4) and send them to:

**APRIL International Expat**

Service Remboursements - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE

**To make a *Request for prior agreement* or to send a *Confidential medical certificate*:**

Certain types of medical treatment or procedures are subject to the *Prior agreement* of our Medical Examiner (valid 6 months). Before starting any treatment, *You* will therefore have to send an itemised estimate of costs and a form called “*Request for prior agreement*” filled in by the practitioner prescribing the medical procedures to the address shown above or by email to [claims.exp@april-international.com](mailto:claims.exp@april-international.com) (see paragraph 9.1.3). In the event of *Hospitalisation*, please ask your doctor to complete the form called “*Confidential medical certificate*” (see paragraph 9.1.2).

***We* reserve the right to request any other supporting documentation which *We* deem necessary to ensure that your healthcare is covered under this policy.**

## 2. DEFINITIONS

Each term defined below, when written in italics and spelled with a capital letter, has the following meaning:

### 2.1. DEFINITIONS WHICH APPLY TO ALL COVER UNDER THE POLICY:

- A ACCIDENT:** any physical injury not intended by the victim, which is the result of a sudden action with an external cause. Pursuant to Article L.1315 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between the *Accident* and the costs incurred.
- C CLAIM:** event, illness or *Accident* giving rise to payment during the life of the policy.  
**COUNTRY OF NATIONALITY:** the country shown on your passport or on any other official identity document under the heading « nationality ».
- E EFFECTIVE DATE:** date on which the policy takes effect. It is specified on the *Membership certificate*.  
**EXCLUSIONS:** that which is not covered by the insurance contract. All contracts include exclusions from cover.
- F F.O.D.R. (French Overseas Departments and Regions):** French Guyana, Guadeloupe, Martinique and Reunion Island.
- H HOST COUNTRY:** main country of residence during your stay *Abroad*.
- I INSURANCE YEAR:** period of twelve consecutive months that separates the two anniversary dates of the *Effective date* of the policy.
- M MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.  
**MEMBER:** individual or company who is a member of this group plan effected by "l'Association des Assurés d'APRIL International" and who pays the *Premium*.  
**MEMBERSHIP CERTIFICATE:** document serving as proof of insurance, which *We* issue to the *Member* confirming their cover under the *Ambassade* policy and specifying the *Insured*, the *Effective date* and the cover and options selected. The *Membership certificate* reflects the special conditions of the policy.
- P PRE-EXISTING CONDITION:** a medical condition that has manifested itself before the date of signature of your Application form (including your Health questionnaire). A *Pre-existing condition* is defined as any illness of this type of which *You* were aware or of which *You* could reasonably have been aware when *You* purchased this insurance.  
**PREMIUM:** sum paid by the *Member* in exchange for the cover granted by the insurer.  
**PRINCIPAL INSURED, « YOU »:** individual accepted by the insurer and to whom cover under the policy applies.
- S SPOUSE:** husband or wife of the *Principal insured*, from whom they are neither divorced nor legally separated, or the partner of the *Principal insured* by means of a Civil Partnership (Article 515-1 of the French Civil Code) in force on the date of the *Claim*. The *Principal insured's* de facto spouse will be considered to be a *Spouse* if documentary proof is provided.  
**SUDDEN ILLNESS:** any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.
- U US/WE:** APRIL International Expat.

### 2.2. DEFINITIONS WHICH APPLY SPECIFICALLY TO MEDICAL EXPENSES COVER:

- A ACTUAL COSTS:** total medical expenses charged to *You*.
- C COMPLICATIONS OF PREGNANCY AND CHILDBIRTH:** these are complications that arise during the prenatal period of pregnancy and, in this context, will be covered in the following cases: ectopic pregnancy, gestational diabetes, pre-eclampsia, miscarriage, risk of miscarriage and stillbirth or hydatidiform mole. The following pathologies are also covered if they appear during childbirth and require an obstetric procedure: postpartum haemorrhage and retained placenta.  
**CONFIDENTIAL MEDICAL CERTIFICATE:** medical questionnaire to be completed by your doctor and returned to *Us* before *You* are admitted to hospital (or as soon as possible following an *Accident* or in case of emergency) in order to obtain our *Prior agreement*. An Excess of 20% will be applied to your reimbursement if *You* do not follow this procedure.  
**CRITICAL ILLNESSES:** AIDS, Alzheimer's disease, Cancer, Cardiomyopathy, Chronic degenerative arthritis, Creutzfeldt-Jacob disease, Heart attack, Hepatitis C, HIV, Legionnaire's disease, Motor neuron disease, Multiple sclerosis, Myopathy, Stroke, Terminal kidney failure, Type 1 diabetes.
- D DAY HOSPITALISATION:** hospitalisation of less than 24 hours where *You* are allocated a bed but do not stay overnight.  
**DEPENDENT CHILD:** your child or that of your *Spouse*:
  - under 21 years of age,
  - under 26 years of age, in full-time education.The children are considered dependent when they fulfil the conditions listed above even if they carry out a professional activity temporarily (seasonal work...) or part-time (odd jobs...) provided that they can prove that they do not have any illness cover from this activity.  
**DIRECT PAYMENT OF HOSPITAL CHARGES:** *You* may be eligible for direct payment of hospital charges (*Hospitalisation* for more than 24 hours or *Day hospitalisation*) with no upfront payment, subject to the review of your *Confidential medical certificate*. *You* can activate this service by calling the emergency contact numbers listed in paragraph 1.1 or by showing your insurance card at the hospital.
- E EXCESS:** sum for which *You* are responsible in the settlement of a *Claim*.

- H HOSPITALISATION:** stay of more than 24 hours (with or without surgery) in a public or private hospital as a result of illness or *Accident*.
- I INSURED, « YOU »:** all individuals covered by the medical expenses insurance under this policy. That is, *You* and the members of your family who meet the conditions of insurance. They are specified on the *Membership certificate*. The members of your family are your *Spouse* and *Dependent children*.
- P PRIOR AGREEMENT:** certain types of treatment or procedures are subject to the *Prior agreement* of our Medical Examiner. Before starting any treatment, *You* will therefore have to send *Us* an itemised estimate of costs and a form called "*Request for prior agreement*". In the event of *Hospitalisation*, please ask your doctor to complete the form called "*Confidential medical certificate*".
- R REASONABLE AND CUSTOMARY COSTS:** medical expenses are considered to be reasonable and customary if they do not exceed the rates normally charged for an identical service or treatment in the location in which they are incurred. *We* have been continually compiling reference prices basis for over 20 years and our databases are updated every year.  
**REQUEST FOR PRIOR AGREEMENT:** form completed by your doctor allowing *You* to obtain our *Prior agreement* before commencing certain procedures or treatments.
- V VACCINES REQUIRED FOR TRAVEL:** Cholera, Hepatitis A, Hepatitis B, Hepatitis C, Japanese encephalitis, Leptospirosis, Meningitis, Rabies, Rotavirus (gastro-enteritis), Tick-borne encephalitis, Tuberculosis, Typhoid fever, Yellow fever.
- W WAITING PERIOD:** period defined under the policy during which no *Claims* will be paid. The *Waiting period* begins on the *Effective date* of the policy, mentioned on the *Membership certificate*.

### 2.3. DEFINITIONS WHICH APPLY SPECIFICALLY TO REPATRIATION ASSISTANCE COVER:

- A ABROAD:** any country covered under the policy outside your *Country of nationality*.
- F FAMILY MEMBER:** your *Spouse*, child, brother, sister, father, mother, parents-in-law, grandchildren, grandparents or your legal guardian residing in your *Country of nationality*.  
**FRIEND:** any natural person named by yourself or by one of your dependents, residing in your *Country of nationality*.
- I INSURED, « YOU »:** any expatriate individual under the age of 71 insured under the Ambassade policy and residing outside of their *Country of nationality*.  
In the case of family membership, the following, if they are residing in your *Host country*, are also insured:
  - your *Spouse*,
  - your unmarried, dependent children up to age 31.
 Children under the age of 31 in full-time education but not living under the same roof are also covered.
- M MEDICAL TEAM:** structure adapted to each individual case and defined by APRIL Assistance's liaison doctor.
- S STABILISATION:** stabilisation of the state of health of a victim of an *Accident* or person suffering from an illness.

### 2.4. DEFINITIONS WHICH APPLY SPECIFICALLY TO PERSONAL LIABILITY (PRIVATE CAPACITY) COVER:

- B BODILY INJURY:** damage causing a person physical harm.
- C CONSEQUENTIAL DAMAGE:** damage other than *Bodily injury* and *Material damage* that is the direct and immediate consequence of *Bodily injury* or *Material damage* covered under the policy.
- D DEPENDENT CHILD:** see definition provided under paragraph 2.2.
- E EXCESS:** see definition provided under paragraph 2.2.
- I INEXCUSABLE FAULT:** exceptionally serious error caused by a voluntary act or omission, the danger of which the person responsible should have been aware, committed without justification and which is not deliberate. An intentional fault is caused by the deliberate wish to hurt others.  
**INSURED:** see definition provided under paragraph 2.2.
- M MATERIAL DAMAGE:** damage causing harm to the structure or substance of the thing and resulting from an insured event.
- P PERSONAL LIABILITY:** legal obligation of all people to rectify damages they cause to others.

### 2.5. DEFINITIONS WHICH APPLY SPECIFICALLY TO LEGAL ASSISTANCE COVER:

- I IDENTIFIED THIRD PARTY OR OPPOSING PARTY:** individual or legal entity, whose identity and address *You* know, who is responsible for damage caused to *You* or who is challenging one of your legal rights.
- L LITIGATION, CONFLICT OR DISPUTE:** disagreement or challenge to the law, the prejudicial or reprehensible nature of which may lead to a claim being made or legal proceedings being taken against *You* by an *Identified third party*.

## 2.6. DEFINITIONS WHICH APPLY SPECIFICALLY TO DEATH AND TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY COVER:

- B BENEFICIARY:** any natural person or persons chosen by the *Insured* to receive insurance benefits.  
In the event of the *Insured's* death, the lump sum is paid to the *Beneficiary* (or *Beneficiaries*) named either on the Application form or at a later date by the *Insured*. The *Insured* may amend the designation if it is no longer appropriate unless the designation has been accepted by the *Beneficiary* in which case it cannot be revoked. The designation of a *Beneficiary* can also be carried out by means of a privately witnessed document (for example, a signed and dated letter or fax) or by an authenticated deed (for example, a deed issued by a certified notary public). Where the *Beneficiary* is named, the *Insured* may add their name and contact details to the policy.  
The consequences of the *Beneficiary's* acceptance are the following:  
The *Insured* must give their agreement to any acceptance of benefits due under the policy by the person designated. The acceptance can take the form of an endorsement signed by the insurer, the *Insured* and the *Beneficiary* or an authenticated deed or privately witnessed document signed by the *Insured* and the *Beneficiary* and notified to the insurer.  
The *Beneficiary's* acceptance renders the designation irrevocable unless relinquished by them in writing.  
If there is no named *Beneficiary*, or if the designation proves to be null and void, the amounts due in the event of death will be paid first to the surviving *Spouse* on condition that they were neither divorced nor legally separated from the *Insured* when the sums became due, second, equally, to their children, living, unborn or represented as such; third, equally to their ascendants and fourth to their other heirs.  
For total and irreversible loss of autonomy cover, the *Beneficiary* is the *Insured*.

- D DEPENDENT CHILD:** see definition provided under paragraph 2.2.
- I INSURED, "YOU":** *Principal insured* and/or their *Spouse* if the *Spouse* is expatriated also.

## 2.7. DEFINITIONS WHICH APPLY SPECIFICALLY TO INCOME PROTECTION COVER:

- E EXCESS:** period of sick leave during which no compensation will be paid by the insurer.
- I INSURED, "YOU":** *Principal insured* and/or their *Spouse* if the *Spouse* is expatriated also.
- S STABILISATION:** stabilisation of the state of health of the *Insured*, which neither improves nor worsens. The health state will equally be considered stabilized as soon as it is possible to determine the total or partial disability degree.



## 3. POLICY BENEFITS AND TERRITORIALITY

### 3.1. WHAT IS COVERED BY YOUR POLICY?

Membership of the plan covers *You*, depending on the options and levels of benefit selected, for the following:

- reimbursement of medical expenses,
- repatriation assistance cover,
- *Personal liability* (private capacity),
- legal assistance,
- death and total and irreversible loss of autonomy,
- income protection.

These benefits can be selected independently, except for the *Personal liability* (private capacity) and legal assistance cover which must be combined with one other benefit and the income protection cover which implies previous death and total and irreversible loss of autonomy cover.

### 3.2. WHERE ARE YOU COVERED?

#### For medical expenses:

*You* can choose from 4 zones of cover depending on your *Host country*.

**Zone 1:** Canada, Japan, Switzerland, The Bahamas, United States.

**Zone 2:** Brazil, China, Hong Kong, Russia, Singapore, United Kingdom.

**Zone 3:** Albania, Andorra, Armenia, Australia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Cambodia, Chile, Croatia, Cyprus, Denmark, Estonia, Faroe Islands, Finland, France (including *F.O.D.R.*), Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Indonesia, Ireland, Israel, Italy, Latvia, Lebanon, Liechtenstein, Lithuania, Luxemburg, Macedonia, Malaysia, Malta, Mexico, Moldavia, Monaco, Montenegro, New-Zealand, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Svalbard and Jan Mayen, Taiwan, Thailand, The Czech Republic, The Netherlands, Ukraine, United Arab Emirates, Vatican State, Venezuela.

**Zone 4:** Any country not listed under zones 1, 2 and 3.

Cover is valid in the selected zone mentioned on your *Membership certificate*.

**Zone 1:** cover is valid worldwide (including your *Country of nationality*).

**Zone 2:** cover is valid in countries in zones 2, 3 and 4 (including your *Country of nationality* if it is situated in zones 2, 3 or 4). Cover also applies in the event of *Accident* or *Sudden illness* during stays of less than 90 consecutive days in zone 1 (including your *Country of nationality* if it is situated in this zone).

**Zone 3:** cover is valid in countries in zones 3 and 4 (including your *Country of nationality* if it is situated in zones 3 or 4). Cover also applies in the event of *Accident* or *Sudden illness* during stays of less than 90 consecutive days in zones 1 and 2 (including your *Country of nationality* if it is situated in one of these zones).

**Zone 4:** cover is valid in countries in zone 4 (including your *Country of nationality* if it is situated in this zone). Cover also applies in the event of *Accident* or *Sudden illness* during stays of less than 90 consecutive days in zones 1, 2 and 3 (including your *Country of nationality* if it is situated in one of these zones).

#### For repatriation assistance:

**Europe-Mediterranean zone:** cover is valid in this zone (including your *Country of nationality* if it is situated in this zone). Cover also applies during stays of less than 90 consecutive days worldwide (including your *Country of nationality*).

The Europe-Mediterranean zone includes: Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Denmark, Egypt, Estonia, Faroe Islands, Finland, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Metropolitan France, Moldavia, Monaco, Montenegro, Morocco, Norway, Palestinian territory, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen, Sweden, Switzerland, Syria, The Czech Republic, The Netherlands, Tunisia, Turkey, Ukraine, United Kingdom, Vatican State.

**Worldwide:** cover is valid worldwide (including your *Country of nationality*).

If APRIL Assistance decides that repatriation is required outside the selected zone, the medical expenses cover remains in place, if it was selected.

#### For *Personal liability* (private capacity) and legal assistance:

**Worldwide excluding the US and Canada:** cover is valid worldwide excluding the US and Canada and excluding your *Country of nationality*. Cover also applies during stays of less than 90 consecutive days in the US, Canada and in your *Country of nationality*.

**Worldwide:** cover is valid worldwide excluding your *Country of nationality*. Cover also applies during stays of less than 90 consecutive days in your *Country of nationality*.

#### For death and total and irreversible loss of autonomy and income protection:

Cover is valid in your *Host country* and during stays of less than 90 consecutive days outside your *Host country*.

For a stay of more than 90 consecutive days outside the selected zone, the *Member* must inform *Us* of the move to another geographical zone so that the *Premium* level can be adjusted.

**As a result of heightened tension in certain countries, prior confirmation must be obtained from *Us* that the cover is valid there.**

The complete list of excluded countries is available at [www.april-international.com](http://www.april-international.com) and by calling +33 (0)1 73 02 93 93 or by email at [info.expat@april-international.com](mailto:info.expat@april-international.com). This list is subject to change.

## 4. WHO IS COVERED BY THE POLICY?

### To be covered by the insurance, *You* must:

- be at the *Effective date* of the contract:
  - under 71 years old for medical expenses and repatriation assistance benefits,
  - under the age of 65 for *Personal liability* (private capacity) and legal assistance,
  - over 18 and under 65 years old for death and total and irreversible loss of autonomy, and income protection benefits,
- reside outside of your *Country of nationality* and outside of France (*F.O.D.R.* included) for the duration of the policy,
- for death and total and irreversible loss of autonomy cover and income protection cover, enclose with your application form a copy of your identity card (national identity card or passport),
- for income protection benefits, *You* must be in employment without any special arrangements for health reasons,
- have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of six months before the *Effective date* of cover.

### The members of your family may also benefit from cover under this policy (if they are specified on your *Membership certificate*), as long as they comply with the above cited conditions, i.e.:

For repatriation assistance cover:

- your *Spouse*,
- your single and financially dependent children up to the age of 31. Children under the age of 31 in full-time education and not living under your roof are also covered.

For medical expenses cover and *Personal liability* (private capacity) and legal assistance cover:

- your *Spouse*,
- your *Dependent children*.

For death and total and irreversible loss of autonomy cover and income protection cover:

- your *Spouse*, if the *Spouse* is expatriated also.

Membership rests on your declarations and those of the *Member* and on the good faith of all parties.

Cover is subject to our medical approval. *We* reserve the right to request additional medical information based on the responses given in the Health questionnaire.

If *You* (or one of your family members) present an aggravated risk (professional or medical), *We* can either accept your application under special conditions or reject it.

## 5. EFFECTIVE DATE, DURATION AND CANCELLATION OF THE POLICY

### 5.1. WHEN DOES YOUR POLICY TAKE EFFECT?

On the date specified on the *Membership certificate* and, at the earliest, on the 16<sup>th</sup> of the month or on the first day of the month following receipt of the application (including the Application form and Health questionnaire completed and signed), subject to payment of the first *Premium* and our acceptance of the application evidenced by the issuing of a *Membership certificate* specifying the cover selected. If your application requires a medical review, your policy will begin at the earliest on the 1<sup>st</sup> or 16<sup>th</sup> of the month following your medical approval.

### 5.2. WAITING PERIODS WHICH APPLY TO YOUR POLICY:

The cover takes effect for each of the *Insured* on the *Effective date* of membership subject to the application of the following *Waiting periods* for medical expenses cover:

- 3 months for dental treatment, periodontology and endodontics,
- 6 months for expenses related to dentures, implants, orthodontics and optical (contact lenses, frame, lenses and laser eye surgery),
- 10 months for maternity costs,
- 12 months for thermal and mineral springs cures, costs related to medically assisted procreation and adoption.

**Any treatment or procedures prescribed before the *Effective date* of the policy or during the *Waiting periods* are excluded from cover and will not be reimbursed.**

**The *Waiting periods* may be cancelled (except for adoption and maternity cover) if *You* can prove that *You* had medical expenses cover equivalent to or greater than the *Ambassade* benefits in the month preceding the period of cover.**

**This cancellation of the *Waiting periods* is subject to our agreement following a review of the *Exit certificate* which *You* will have sent *Us* along with details of the cover which *You* had previously.**

### 5.3. DURATION OF COVER AND RENEWING YOUR POLICY:

Membership of this policy is effective for a period ending on 31<sup>st</sup> December of the year during which it came into effect. It is renewed automatically on 1<sup>st</sup> January of each year for a period of one year and for as long as the plans remain in force.

Your medical expenses cover is life-long from the date of membership, that is, the insurer may not cancel your policy other than in the cases listed in paragraph 5.4.

### 5.4. YOUR COVER COMES TO AN END:

- a) if the *Member* cancels at the annual renewal date of 31/12 by registered letter at least 2 months before this date (sent before the 31/10). The *Member* may cancel the individual types of cover which make up their policy (although *Personal liability* (private capacity) and legal assistance must be combined with other cover under the policy and income protection cover is only available if death and total and irreversible loss of autonomy cover has already been selected);
- b) if the *Premium* is not paid (see paragraph 6.3);
- c) in the event of termination of the plan by the insurer or by "l'Association des Assurés d'APRIL International" on the annual due date (in this case the Association will inform each *Member*);
- d) when *You* no longer meet the conditions of insurance (see paragraph 4);
- e) if *You* are no longer an expatriate. Supporting documentation must be produced (for example, proof that *You* are covered under the Social security scheme of your *Country of nationality* or a copy of your new contract of employment). The cancellation of the plan will come into effect at the earliest on the first day of the month following receipt of your request and supporting documents;
- f) once *You* reach the age of:
  - 71 for repatriation assistance cover,
  - 65 for death and total and irreversible loss of autonomy benefits, *Personal liability* (private capacity) and legal assistance and income protection.

In the event of termination by the insurer or the Association as per subsection c) above, the insurer agrees to maintain, at the *Member's* request, medical expenses cover equivalent to that in force on the date of termination. When the period of cover exceeds 2 years following the *Effective date* of cover, the same rules apply to cover for death and total and irreversible loss of autonomy and income protection.

#### **Penalties for false declaration:**

**Whether in respect of declarations made at the time of application or those made during the life of the policy, any intentional concealment or false declaration and any omission from or misrepresentation of the risk, will, depending on the circumstances, invoke the application of articles L.113-8 and L.113-9 of the French Insurance Code.**

**In addition, any omission, concealment, false declaration, intentional or not, in making a *Claim*, failure to declare other concurrent insurance cover, the submission of inaccurate supporting documentation or the use of any fraudulent means puts the *Insured* and the *Member* at risk of withdrawal of cover and termination of the policy.**

**We reserve the right to initiate legal action in order to seek compensation for any damage caused to *Us*.**

**You will be required to pay back any benefits that were unduly paid to *You* under this policy.**

### 5.5. HOW TO CANCEL YOUR POLICY:

Signing the Application form does not constitute a binding agreement for the *Member*.

#### **If the *Member* signed the insurance contract as a result of door-to-door canvassing:**

The following provisions under article L.112-9-I of the French Insurance Code apply: "Any person who is canvassed at their home or residence or place of work, even if this visit was at their own request, and who signs an insurance proposal or contract for a purpose which is not related to their commercial or professional activity, may cancel this agreement by sending a letter by recorded delivery with proof of receipt during a period of 14 days from the day of signature of the agreement without requiring to specify the reason for the cancellation or being subject to penalties. (...). As soon as they become aware of any circumstances which give rise to a claim under the policy, the policyholder loses this right to cancel".

#### **If the *Member* has entered into a distance contract (by telephone or by internet):**

The *Member* may cancel the contract within 14 days of receipt of the *Membership certificate*.

#### **For death and total and irreversible loss of autonomy and income protection cover:**

Signing the Application form does not constitute a binding agreement for the *Member* who can cancel the policy within 30 days of receipt of the *Membership certificate*. The cancellation is backdated so that the policy is considered never to have existed. The *Member* will then receive a refund of any sums that they may have paid within 30 days of receipt of the registered letter. If the *Insured* has made a *Claim* under the policy during the 30 day period, the right to cancel no longer applies.

#### **In all cases, in order to exercise this right to cancel:**

To exercise their right to cancel, the *Member* must notify *Us* of their decision to cancel their policy by means of a clearly-worded letter sent to the following address within the timescales specified above:

APRIL International Expat - Service Suivi Client - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE.

To do this, simply complete the waiver form available on page 34 or and send a letter using the following template:

"I, the undersigned..... (first name, surname, address),  
wish to cancel my "Ambassade" policy number .....  
Signed in..... on..... Signature....."

If the *Member* decides to cancel the policy, they will only be required to pay the *Premium* corresponding to the period during which the risk was covered, with this period being calculated up to the date of cancellation. We will refund the balance to the *Member* no

later than thirty days following the date of cancellation.

However, the entire *Premium* remains due if the *Member* exercises their right to cancel when a loss giving rise to a claim under policy, of which they were unaware, has occurred during the cancellation period.

## 6. PREMIUMS

**Membership of this policy does not exempt You from paying contributions to any state scheme to which You may belong.**

### 6.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium* increases on 1<sup>st</sup> January of each year in line with the age of the *Insured*.

The age of the *Insured* used to calculate the first year's *Premium* is the age of the *Insured* on the *Effective date* of the policy. For each following year, the age of the *Insured* used to calculate the *Premium* is the age of the *Insured* on 1<sup>st</sup> January of that year.

Taxes currently payable by the *Member* are included in the *Premium*. Any change in the level of these taxes will be reflected in the amount of the *Premium*.

**In the case of family cover for medical expenses, the age of the eldest *Insured* determines the level of the *Premium*. Over the age of 65, an individual *Premium* must be paid.**

The *Premium* may increase on 1<sup>st</sup> January of each year depending on the claims history of the insured group. The composition of the group takes into account age, profession, country of residence, cover selected and individual or family cover.

The *Insured's* state of health and their level of medical expenditure are not taken into account for the calculation of the *Premium*.

If the *Member* requests an amendment to the level of cover initially selected, the age used for the calculation of the *Premium* will be the age of the *Insured* on the date when the amendment takes effect.

### 6.2. PAYMENT METHODS:

*Premiums* are payable in advance in euros annually, twice-yearly, quarterly or monthly according to the payment method selected by the *Member* and shown on their Application form:

- credit or debit card;
- cheque in euros;
- bank transfer (costs of bank transfer are the responsibility of the *Member*);
- SEPA direct debit from a bank account in Euros in France, Monaco or Germany.

Payment in monthly instalments is only available by SEPA direct debit.

### 6.3. WHAT HAPPENS IF THE PREMIUM IS NOT PAID?

If the *Premium* remains unpaid 10 days after its due date, *We* will serve the *Member* with formal notice of suspension of cover. The policy will then be suspended 30 days later. Following a further period of 10 days, *We* will terminate the policy. Legal action may be taken to secure payment of any unpaid *Premiums*.

Once formal notice has been served, the *Premium* due for the entire year is immediately payable under the French Insurance Code.

Please note that failure to pay the *Premium* and the subsequent termination of the policy do not cancel the debt. *We* will take appropriate action to obtain payment of the *Premium* due and will have recourse to a debt recovery firm specialising in international debts. The *Member* is liable for any administration charges incurred as a result of any action taken by *Us* or by our service providers.

If the amount stated on the letter of formal notice is paid after suspension of the policy but before termination, the policy will be revived at noon on the day after the *Premium* is paid.

No expenses incurred during the period of suspension of cover will be reimbursed under the policy, even once the *Premium* has been paid.

## 7. READJUSTMENT OF BENEFITS AND PREMIUM LEVELS

The benefits and *Premiums* due for death and total and irreversible loss of autonomy cover, and income protection benefits are increased on 1<sup>st</sup> January each year by 2%, throughout the life of the policy.

In order to determine the level of benefit due, the insured sums are those in force on the day of the decease or on the first day of the period of sick leave.

## 8. AMENDMENTS TO YOUR POLICY

### 8.1. HOW TO AMEND YOUR POLICY:

The *Member* can at any time amend the level of cover initially selected (these changes will take effect at the earliest on the first day of the month following receipt of the requested amendment).

Our Customer Service can be contacted on tel: +33 (0)1 73 02 93 93 or by email: customerservice.expat@april-international.com.

In the event of an increase in the level of your cover, *You* shall be subject to new medical requirements as laid down in the contract. In the event of a change in the option selected for the medical expenses cover during the period of membership, the lump sums (dental, optical etc.) are not cumulative.

**Newborn: the birth certificate must be sent to *Us* in the month following the birth. Otherwise, a Health questionnaire will be requested and the newborn's cover will take effect only on the first of the month following medical approval.**

## 8.2. THE INFORMATION *YOU* NEED TO BRING TO OUR KNOWLEDGE:

The *Insured* and the *Member* have to inform *Us* in writing of any change in status, situation, or place of residence (**otherwise all correspondence sent to the latest place of residence figuring in our records will take effect**) as well as in the case of occupational change or termination of employment.

## 9. WHAT IS COVERED AND HOW TO ACCESS THE SERVICES

### Double insurance:

Reimbursements received from the insurer, from any national health service scheme and from any other organisation cannot be higher than the amount of expenses actually incurred. Double insurance operates within the limits of each type of cover regardless of the date of commencement of cover. Within these limits *You* can claim reimbursement from the provider of your choice.

***YOU* RISK THE TERMINATION OF THE POLICY IF *YOU* DO NOT DECLARE ANY DOUBLE INSURANCE ARRANGEMENTS. THIS OBLIGATION REMAINS IN FORCE DURING THE ENTIRE PERIOD OF COVER.**

The limits of reimbursement of *Actual costs* incurred are determined by the insurer for each service or treatment covered.

Your cover includes the following when specified on your *Membership certificate*.

### 9.1. MEDICAL EXPENSES:

Medical expenses are covered within the limits of *Actual costs* and *Reasonable and customary costs* considering the country in which they were incurred.

#### 9.1.1. TYPE AND LEVEL OF REIMBURSEMENT

The reimbursement of medical expenses is guaranteed for all medically required treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority*.

Expenses are reimbursed item by item depending on the option, benefits and level of reimbursement selected in accordance with the benefits schedule. For medical expenses invoiced in a currency other than the euro, the exchange rate applied will be the one in force on the date when the treatment was received. Only expenses related to treatment received during the period of cover will be reimbursed.

There are three medical expenses options available depending on your needs: Essentielle, Medium and Extenso.

Each option offers the following choice of benefits:

- Hospitalisation only,
- Hospitalisation + Routine healthcare-Maternity,
- Hospitalisation + Routine healthcare-Maternity + Optical-dental care.

The option, benefits and level of reimbursement selected by the *Member* are shown on the *Membership certificate*.

### **Benefits overall limits:**

The cumulative amount of reimbursements made by the insurer is limited per *Insured* and per *Insurance year* to the amount indicated in the benefits schedule for each option.

#### 9.1.2. WHAT TO DO IF *YOU* ARE HOSPITALISED

***Hospitalisation* is always subject to *Prior agreement*.**

To obtain this *Prior agreement*, *You* will need to ask your doctor to complete a form called "*Confidential medical certificate*" at least 5 days before your admission to hospital.

In the event of emergency *Hospitalisation*, please contact *Us* as soon as possible so that *We* can send *You* this form.

The *Confidential Medical Certificate* is available from the Customer zone at [www.april-international.com](http://www.april-international.com) or by calling +33 (0)1 73 02 93 99 or emailing [info.expat@april-international.com](mailto:info.expat@april-international.com).

This form, giving the reason for your admission to hospital, the dates and nature of the condition and the date of the appearance of the first symptoms or the circumstances of the *Accident* (with, in this case, a supporting *Accident* report) should be sent to our Medical Examiner along with any other medical documents which may assist in the examination of your file:

- by fax: +33 (0)1 73 02 93 60,
- by email: [hospitalisation.expat@april-international.com](mailto:hospitalisation.expat@april-international.com),
- by post: APRIL International Expat, 110 avenue de la République, CS 51108, 75127 Paris Cedex 11, FRANCE.

If this *Prior agreement* procedure is not followed, an *Excess* of 20% will be applied to the reimbursement of your bill (other than in cases of *Accident* or emergency).

**To obtain the *Direct payment of your hospital charges*:**

We can make a *Direct payment of your hospital charges* (including *Day hospitalisation*) to the hospital to which *You* have been admitted. In this case, *We* will contact the hospital directly.

**To request the *Direct payment of your hospital charges* or for any other information prior to your admission to hospital, please use the following emergency contact numbers (also printed on your insurance card):**

- from the USA and Canada (toll free), call (+1) 866 299 2900,
- from countries in Latin America, call (+1) 305 381 6977,
- from countries in the Asia-Pacific zone, call +66 (0) 20 22 91 80,
- from the Middle East, Africa and Europe, call +33 (0)1 73 02 93 99.

In all cases, *We* would ask that *You* send *Us* the bills and hospital reports relative to your stay in hospital.

If *You* have not used the *Direct payment for hospital charges* service, see paragraph 9.1.4. to find out how to claim for reimbursement of the bill *You* have settled.

**9.1.3. HOW TO REQUEST *PRIOR AGREEMENT* BEFORE STARTING CERTAIN PROCEDURES OR TREATMENTS**

Certain medical treatments and procedures require the *Prior agreement* of our Medical Examiner (valid for 6 months). Before starting any treatment, *You* should ask the doctor prescribing the treatment to complete a *Request for prior agreement* form and provide an itemised estimate.

The *Request for prior agreement* form is available on your Customer Zone at [www.april-international.com](http://www.april-international.com) or by calling +33 (0)1 73 02 93 93 or by email at [info.expat@april-international.com](mailto:info.expat@april-international.com).

**The following require *Prior agreement*:**

- *Hospitalisation*,
- courses of treatment (physiotherapy, chiropractics, acupuncture etc.) if more than 20 sessions are prescribed per *Insurance year*,
- dentures and implants costing more than €1,200,
- orthodontic treatment,
- equipment and prosthetics costing more than €400,
- thermal cures.

For pregnancy, please send us a document confirming your condition.

For orthodontics, treatment must begin before the *Insured's* 16<sup>th</sup> birthday. The duration of treatment is limited to 2 or 3 years depending on the option selected.

**Your *Request for prior agreement* should be sent to *Us* at the following address:**

**APRIL International Expat**  
 Service Remboursements  
 110, avenue de la République  
 CS 51108 - 75127 Paris Cedex 11 - FRANCE  
 Email: [claims.expat@april-international.com](mailto:claims.expat@april-international.com)

**IMPORTANT**

Under the Hospitalisation only option, **in the event of an *Accident*** and on production of a medical certificate, routine healthcare is also covered (including dental treatment and prostheses - other than dentures and implants) **up to €75 per treatment and €1,000 per year per *Insured***.

Routine healthcare-Maternity and Optical-Dental care are reimbursed at 100% of *Actual costs*. *You* can also opt for reimbursement of Routine healthcare-Maternity and Optical-Dental care at 90% or 80% of *Actual costs* at the time of application (the upper limits remain the same regardless of the percentage of reimbursement selected and hospitalisation cover remains at 100%).

**BENEFITS SCHEDULE**

OPTIONS	ESSENTIELLE	MEDIUM	EXTENSO
Maximum amount of medical expenses per <i>Insurance year</i> and per <i>Insured</i>	€750,000	€1,500,000	€2,000,000



## HOSPITALISATION\*

(excluding outpatient care, maternity care and dental and optical care)

OPTIONS	ESSENTIELLE	MEDIUM	EXTENSO
<p>Medical, surgical <i>Hospitalisation</i> or <i>Day hospitalisation</i>:                      Transfer by ambulance (if <i>Hospitalisation</i> covered by APRIL International)                      Hospital room and board                      Medical and surgical fees                      Pathology, diagnostic tests and drugs                      Medical procedures</p>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Hospital room (including telephone, television and internet charges)	100% of <i>Actual costs</i> for a semi-private room, or up to €50 per day for a private room. Telephone, television and internet charges covered up to €15 per day.	100% of <i>Actual costs</i> for a standard private room. Telephone, television and internet charges covered up to €15 per day.	100% of <i>Actual costs</i> for a standard private room. Telephone, television and internet charges covered up to €15 per day.
Home care	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
<i>Direct payment of hospital charges</i>	provided on request 24 hours a day, if prior agreement has been obtained	provided on request 24 hours a day, if prior agreement has been obtained	provided on request 24 hours a day, if prior agreement has been obtained
Consultation following hospitalisation/day surgery 30 days before and after hospitalisation (hospital certificate required)	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Parent accommodation	100% of <i>Actual costs</i> , up to €30 per day (for children under 16)	100% of <i>Actual costs</i> , up to €45 per day (for children under 16)	100% of <i>Actual costs</i> , up to €60 per day (for children under 16)
<i>Hospitalisation</i> for the treatment of mental or nervous disorders	not covered	100% of <i>Actual costs</i> , up to 30 days a year	100% of <i>Actual costs</i> , up to 30 days a year
Treatment in a specialist re-education unit following <i>Hospitalisation</i> covered by APRIL International	100% of <i>Actual costs</i> , up to 30 days	100% of <i>Actual costs</i> , up to 30 days	100% of <i>Actual costs</i> , up to 30 days
Emergency reconstructive dental surgery following an <i>Accident</i>	not covered	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Cancer treatment (chemotherapy and radiotherapy)	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Treatment of AIDS	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Organ transplant	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>

\* *Hospitalisation* (except *Day hospitalisation*) is always subject to *Prior agreement*. An *Excess* of 20% will be applied if *You* do not follow this procedure, before being admitted to hospital (see paragraphs 9.1.2 and 9.1.3).

## ROUTINE HEALTHCARE

### OPTIONS

### ESSENTIELLE

### MEDIUM

### EXTENSO

**MEDICAL EXPENSES** (excluding maternity, medically assisted procreation and dental care)

#### Consultations and visits

General practitioners	100% of <i>Actual costs</i> , up to <b>€50</b> per consultation	100% of <i>Actual costs</i> (limited to <b>€80</b> for each additional consultation after the first 2 per year)	100% of <i>Actual costs</i> (limited to <b>€130</b> for each additional consultation after the first 5 per year)
Specialists	100% of <i>Actual costs</i> , up to <b>€80</b> per consultation	100% of <i>Actual costs</i> (limited to <b>€110</b> for each additional consultation after the first 2 per year)	100% of <i>Actual costs</i> (limited to <b>€180</b> for each additional consultation after the first 5 per year)
Psychiatrists	not covered	100% of <i>Actual costs</i> , up to <b>5 consultations</b> per year	100% of <i>Actual costs</i> , up to <b>5 consultations</b> per year

#### Medical auxiliaries\*

Nursing care, speech therapists, orthoptists, pedicurists-podiatrists*	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Physiotherapy, occupational therapy, logopedics and psychomotor therapy*	100% of <i>Actual costs</i> , up to <b>€500</b> per year	100% of <i>Actual costs</i> , up to <b>€1,000</b> per year, up to <b>€150</b> per session	100% of <i>Actual costs</i> , up to <b>€1,500</b> per year, up to <b>€200</b> per session

#### Alternative medicine

Consultations with osteopaths, homoeopaths, chiropractors, acupuncturists, herbalists and dieticians	not covered	100% of <i>Actual costs</i> , up to <b>€1,000</b> per year, up to <b>€150</b> per session	100% of <i>Actual costs</i> , up to <b>€1,500</b> per year, up to <b>€200</b> per session
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#### Drugs when prescribed by a doctor

Medicines and treatments (including homeopathy and herbal medicine)	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Laboratory tests, X-rays and other medical techniques (not carried out in a hospital environment)	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Diagnostic tests and medical treatment lasting less than 24 hours in a hospital environment (including laboratory tests and X-rays)	100% of <i>Actual costs</i> , up to <b>€500</b> per day	100% of <i>Actual costs</i> , up to <b>€700</b> per day	100% of <i>Actual costs</i> , up to <b>€1,000</b> per day
Treatment of cancer and AIDS	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>

## PREVENTION AND SCREENING

Vaccines	100% of <i>Actual costs</i> (up to <b>€50</b> per year for <i>Vaccines required for travel</i> )	100% of <i>Actual costs</i> (up to <b>€100</b> per year for <i>Vaccines required for travel</i> )	100% of <i>Actual costs</i> (up to <b>€150</b> per year for <i>Vaccines required for travel</i> )
Screening for cancer of the breast, cervix, mouth, skin, prostate and colorectal cancer	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>

\* Requires a *Prior agreement* (see paragraphs 9.1.2 and 9.1.3).



## ROUTINE HEALTHCARE

OPTIONS	ESSENTIELLE	MEDIUM	EXTENSO
<b>PREVENTION AND SCREENING (CONTINUED)</b>			
Other types of screening (hepatitis B, hearing tests, neonatal screening, HIV etc.)	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Anti-malarial treatments	not covered	100% of <i>Actual costs</i> , up to €500 per year	100% of <i>Actual costs</i> , up to €1,000 per year
Health check-ups (one check-up every 2 years)			
Smoking cessation support			
Bone density screening			
<b>MEDICALLY ASSISTED PROCREATION: <i>Waiting period of 12 months**</i></b>			
Drugs	not covered	100% of <i>Actual costs</i> , up to €1,000 per year	100% of <i>Actual costs</i> , up to €1,500 per year
In vitro fertilisation			
Diagnostic tests			
Follow-up examinations			
<b>ADOPTION: <i>Waiting period of 12 months</i></b>			
Transport and procedural costs	not covered	not covered	100% of <i>Actual costs</i> , up to €4,000 in zone 1 and up to €2,500 in zones 2, 3 and 4
<b>THERMAL CURE AND MINERAL TREATMENTS*: <i>Waiting period of 12 months**</i></b>			
Valid for three months following <i>Hospitalisation</i> of more than 10 days or childbirth covered by APRIL International	not covered	not covered	100% of <i>Actual costs</i> , up to €500 per year
<b>EQUIPMENT AND PROSTHETICS* (excluding optical and dental care)</b>			
Without <i>Hospitalisation</i>	100% of <i>Actual costs</i> , up to €150 per prosthetic	100% of <i>Actual costs</i> , up to €300 per prosthetic	100% of <i>Actual costs</i> , up to €600 per prosthetic
If <i>Hospitalisation</i> is covered by APRIL International	100% of <i>Actual costs</i> , up to €1,000 per <i>Hospitalisation</i>	100% of <i>Actual costs</i> , up to €3,000 per <i>Hospitalisation</i>	100% of <i>Actual costs</i> , up to €4,000 per <i>Hospitalisation</i>

\* Requires a *Prior agreement* (see paragraphs 9.1.2 and 9.1.3).

\*\* The *Waiting period* may be cancelled if *You* previously had equivalent or higher level of cover which was cancelled since less than one month. Proof of this previous insurance and the Exit certificate must be produced (see paragraph 5.2).

## MATERNITY\*

OPTIONS	ESSENTIELLE	MEDIUM	EXTENSO
<i>Waiting period of 10 months</i>			
<i>Direct payment of hospital charges in the event of childbirth</i>	provided on request 24 hours a day, if prior agreement has been obtained	provided on request 24 hours a day, if prior agreement has been obtained	provided on request 24 hours a day, if prior agreement has been obtained
Childbirth: hospital charges, private room, living expenses and medical and surgical fees	100% of <i>Actual costs</i> , up to <b>€3,500</b> per pregnancy (increased to <b>€7,000</b> per pregnancy in case of surgical delivery)	100% of <i>Actual costs</i> , up to <b>€5,000</b> per pregnancy (increased to <b>€10,000</b> per pregnancy in case of surgical delivery)	100% of <i>Actual costs</i> , up to <b>€8,000</b> per pregnancy (increased to <b>€16,000</b> per pregnancy in case of surgical delivery)
Home birth			
Consultations, drugs, tests and pre and post natal care			
Post natal physiotherapy			
Prenatal classes (held by a doctor or midwife)			
HIV screening as part of prenatal tests			
Screening for chromosomal abnormalities			
<i>Complications of pregnancy and childbirth</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>

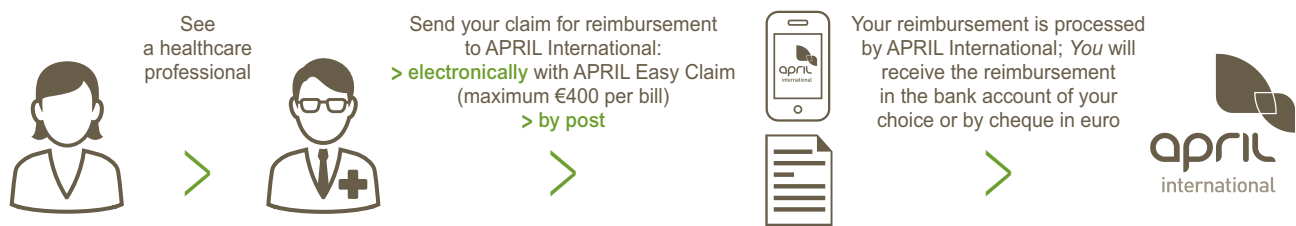
## DENTAL AND OPTICAL CARE

OPTIONS	ESSENTIELLE	MEDIUM	EXTENSO
<b>DENTAL CARE:</b> <i>Waiting period of 3 months** for treatment, periodontology and endodontics and 6 months** for dentures, implants and orthodontics</i>			
Treatment	100% of <i>Actual costs</i> , up to <b>€300</b> per tooth, up to <b>€500</b> per year and up to <b>€1,500</b> per year from the second year	100% of <i>Actual costs</i> , up to <b>€500</b> per tooth, up to <b>€800</b> per year and up to <b>€2,000</b> per year from the second year	100% of <i>Actual costs</i> , up to <b>€650</b> per tooth, up to <b>€2,000</b> per year and up to <b>€2,500</b> per year from the second year
Dentures and implants*			
Periodontology (treatment of receding gums & gum disease) and endodontics	not covered		
Orthodontics* up to age 16	not covered	100% of <i>Actual costs</i> , up to <b>€800</b> per year, for a maximum of 2 years	100% of <i>Actual costs</i> , up to <b>€1,200</b> per year, for a maximum of 3 years
<b>OPTICAL CARE:</b> <i>Waiting period of 6 months**</i>			
Frame and lenses	100% of <i>Actual costs</i> , up to <b>€150</b> per year	100% of <i>Actual costs</i> , up to <b>€350</b> per year	100% of <i>Actual costs</i> , up to <b>€650</b> per year
Laser eye surgery	not covered	not covered	
Contact lenses including disposable lenses	100% of <i>Actual costs</i> , up to <b>€100</b> per year	100% of <i>Actual costs</i> , up to <b>€200</b> per year	100% of <i>Actual costs</i> , up to <b>€300</b> per year

\* Requires a *Prior agreement* (see paragraphs 9.1.2 and 9.1.3).

\*\* The *Waiting period* may be cancelled if *You* previously had equivalent or higher level of cover which was cancelled since less than one month. Proof of this previous insurance and the Exit certificate must be produced (see paragraph 5.2).

#### 9.1.4. HOW TO CLAIM REIMBURSEMENT OF COSTS



#### To obtain a reimbursement:

##### > **Electronically for medical bills up to a maximum amount of €400 per bill:**

Send us your completed application via our mobile application, APRIL Easy Claim, which can be downloaded from the App Store, Google Play or the Windows Store or by visiting the Customer Zone.

You must **keep the original invoices (and supporting documents) for a period of 2 years** from the date on which You submitted the claim for reimbursement. You may be asked to produce them in order for your claim to be processed.

##### > **By post:**

Please complete the Claim for reimbursement form available from the Customer zone at [www.april-international.com](http://www.april-international.com) or by calling +33 (0)1 73 02 93 93 or emailing [info.expat@april-international.com](mailto:info.expat@april-international.com) and return it to Us within 6 months of the date of treatment.

Please send your claims for reimbursement to the following address:

##### **APRIL International Expat**

Service Remboursements  
110, avenue de la République  
CS 51108  
75127 Paris Cedex 11  
FRANCE

In all cases please include the following documents with your claim for reimbursement:

- originals of your paid bills and medical prescriptions, showing the date, your first name, surname and date of birth, the type of illness, the nature and date of the consultations and the treatment received. You should also send proof of payment. Prescriptions must clearly show the name and price of the drugs in the local currency;
- if the treatment requires a *Request for prior agreement*, the *Request for prior agreement* form approved by our medical department;
- in the event of *Hospitalisation*, You must also send Us the hospital report and *Confidential medical certificate* completed by your doctor. Please also ensure that your bill shows a breakdown of the cost of the private or double room.

We reserve the right to request any other supporting documentation which We deem necessary to ensure that your healthcare is covered under this policy.

In the event of a dispute regarding the amount of payment, please notify Us within 6 months following the date on the reimbursement advice note.

#### You can be reimbursed:

- by cheque in euros,
- by bank transfer to a bank account in France (send Us details of your bank account),
- by bank transfer to a bank in the USA. International bank details are required including the account number, SWIFT code, your bank's address and an ABA routing number,
- by bank transfer to an account in another country. International bank details are required including the account number, SWIFT code and your bank's address.

Depending on the location of your bank account, your bank may charge You additional fees. These are going to be deducted from the amount to be reimbursed as follows:

- for a transfer to a bank account in France: no bank fees will be deducted;
- for a transfer to a bank account in Europe (excluding France): the bank fees will be shared (50%-50% between You and Us), regardless of the amount of the transfer;
- for a transfer to a bank account located anywhere else in the world (excluding Europe):
  - for a transfer inferior to €75, the bank fees will be shared (50%-50% between You and Us),
  - for a transfer superior to €75, all costs will be at your expense.

**Reimbursements will only be made if the procedures outlined in paragraph 9.1 are followed.**

## 9.2. REPATRIATION ASSISTANCE:

### How to benefit from repatriation assistance cover:

You must obtain **prior agreement from APRIL Assistance** in order to benefit from the following cover:

- by calling on +33 (0)1 41 61 23 25,
- or by fax +33 (0)1 44 51 51 15.

### **APRIL Assistance only intervenes after the organisation of emergency aid on the orders of a competent *Medical authority*.**

From the first phone call, the *Medical team* contacts the local doctor in order to best meet the needs of the sick or injured person.

#### 9.2.1. RULES GOVERNING THE APPLICATION OF THE INSURANCE

If *You* or the persons accompanying *You* should take any of the action listed below, this will only give rise to reimbursement if APRIL Assistance have been notified and have given their express agreement and have provided a reference number. In this case, costs will be reimbursed based on valid receipts, up to the amount that APRIL Assistance would have spent if they had organised the service themselves.

APRIL Assistance cannot be held responsible for any delays or failures in the provision of their services in the event of industrial action, riots, popular uprisings, reprisals, restrictions on the free movement of goods and people, acts of terrorism or sabotage, state of war, civil war, acts of a foreign enemy whether war is declared or not, nuclear explosion, exposure to ionizing radiation and other fortuitous events or acts of God.

#### 9.2.2. REPATRIATION FOR MEDICAL REASONS

In the event of *Accident* or *Sudden illness*, the APRIL Assistance doctors will contact on-site doctors and take the decisions best suited to your condition, based on the information gathered and medical requirements.

If the APRIL Assistance *Medical team* recommends that *You* are repatriated, this team will organise and carry this out, based on the medical requirements they deem appropriate.

Repatriation may be to:

- the hospital best suited to the situation,
- or the hospital nearest your home in your *Country of nationality* (or in your country of origin, if different) or in your *Host country*,
- or the residence in your *Country of nationality* (or in your country of origin, if different) or primary residence in your *Host country*.

If *You* are hospitalised in a health centre outside the hospital district of your usual place of residence in your *Country of nationality* or primary place of residence in your *Host country*, APRIL Assistance will organise your return after it has been established that your condition is stable, and *You* will be transferred to your home in your *Country of nationality* or in your *Host country*.

Repatriation may be carried out by light sanitary vehicle, ambulance, train, scheduled airline or air ambulance.

The *Medical team* is solely responsible for the final choice of place and date of hospitalisation, your need to be accompanied, and any means or resources to be used. Any refusal of the solution proposed by the *Medical team* will result in the cancellation of personal assistance cover.

**APRIL Assistance may require that *You* use your own transport ticket, if this can be used or changed.**

#### 9.2.3. PRESENCE OF A FAMILY MEMBER FOR HOSPITALISATION

If your condition does not permit or does not necessitate your repatriation, and if the local hospitalisation exceeds 6 consecutive days, APRIL Assistance provides a round trip economy air fare or a 1<sup>st</sup> class train ticket for a *Family member* to visit *You*.

This cover is acquired only if none of your (legally adult) *Family members* is on site. APRIL Assistance will organise and cover accommodation costs (room and breakfast only) **for up to 10 nights at a rate of €80 per night.**

**No other temporary accommodation will give rise to compensation of any kind.**

#### 9.2.4. ADVANCE FOR MEDICAL EXPENSES IN CASE OF HOSPITALISATION IN YOUR *HOST COUNTRY*

If *You* are hospitalised in your *Host country* and if *You* are not covered for medical expenses by APRIL International in your *Host country*, following serious bodily harm, APRIL Assistance shall advance the medical and surgical expenses prescribed by any *Medical authority* **up to €15,000.**

APRIL Assistance will request from *You* or other persons claiming under the policy a cheque equivalent to the sum advanced or an official recognition of the debt. The repayment of the sum advanced can be made by debiting a credit card, otherwise *You* must agree to repay the sum within 30 days from the date of dispatch of the repayment notice from APRIL Assistance.

Legal action will be taken if the repayment of medical expenses is not made within the allotted timescale.

#### 9.2.5. SEARCH AND RESCUE SERVICES

This cover aims at guaranteeing that *You* will be reimbursed for any search and rescue costs requiring the intervention, in a public or private location, of fully equipped, specialised teams, including the use of a helicopter.

**This cover tops up or takes over from any similar cover that may have been taken out with another insurer, the limits of which have been reached.**

In all cases, the cover is limited to **a maximum of €5,000 per person and €15,000 per event.**

#### 9.2.6. REPATRIATION OF THE BODY IN THE EVENT OF DEATH AND COST OF THE COFFIN

In the event of your death, APRIL Assistance organises and pays for the repatriation of the body or ashes from the place of death to the place of burial in your *Country of nationality* (or in your country of origin, if different). APRIL Assistance will cover any post mortem care, and casketing and transportation requirements.

The expenses for the coffin related to transportation organised by the assistance service are covered up to **a maximum of €1,500**. The funeral, ceremony, local transportation and burial or cremation expenses remain at the expense of your family. The choice of companies involved in the repatriation process is exclusively that of the assistance service.

#### 9.2.7. RETURN OF INSURED FAMILY MEMBERS

In the event of medical repatriation or repatriation of the body of the *Insured*, APRIL Assistance organises the return trip to the residence of the family members who are travelling with him.

APRIL Assistance bears the cost of a one-way economy class airline ticket or 1<sup>st</sup> class railway ticket unless the original return tickets can be used or changed.

#### 9.2.8. RETURN AFTER STABILISATION IN YOUR HOST COUNTRY

If following medical repatriation, *You* are able to return to your professional activity, APRIL Assistance, after agreement with their *Medical team*, organises your return to your *Host country*. APRIL Assistance bears the cost for the one-way economy class airline ticket or 1<sup>st</sup> class railway ticket.

#### 9.2.9. PRESENCE OF A FRIEND TO ACCOMPANY THE DECEASED

If the presence of a *Family member* or a *Friend* is indispensable to identify the body of the deceased *Insured* and for the formalities of repatriation or cremation, APRIL Assistance provides a return economy class airline ticket or 1<sup>st</sup> class railway ticket.

This benefit can only be implemented if the *Insured* was alone at the time of his death. APRIL Assistance organises local accommodation and pays for the hotel (bed and breakfast only) of a *Family member* or a *Friend* **for a maximum duration of 4 consecutive nights and up to €50 a night**.

**No other temporary accommodation arrangements will be covered.**

#### 9.2.10. SUPPLY AND DELIVERY OF MEDICATION NOT AVAILABLE LOCALLY

In the event that indispensable drugs or their equivalents cannot be obtained locally and were prescribed before departure in your *Country of nationality* (or in your country of origin, if different), APRIL Assistance will source them in France.

If they are available, they will be sent as soon as possible subject to local legislation and the available means of transportation.

This service is available for one-off requests. In all cases, it does not apply to long term treatments that require regular dispatches or requests for vaccines.

*You* are responsible for the cost of the medication. *You* agree to reimburse the amount plus any custom clearance charges within a maximum period of 30 days from the shipment date.

#### 9.2.11. LEGAL ASSISTANCE ABROAD (EXCEPT IN YOUR COUNTRY OF NATIONALITY)

Following an unintentional infraction of the law and regulations in your *Host country* and for all non-criminal acts, APRIL Assistance intervenes, upon your written request, if legal action is filed against *You*. This cover does not apply to matters related to your professional activity. APRIL Assistance bears the local legal fees **up to a maximum of €1,500 per event**.

#### 9.2.12. ADVANCE OF BAIL ABROAD (EXCEPT IN YOUR COUNTRY OF NATIONALITY)

APRIL Assistance advances the cost of bail requested by the authorities to free *You* or to allow *You* to avoid incarceration.

This advance is made through an on-site lawyer up **to a maximum of €15,000 per event**.

*You* must reimburse this payment to APRIL Assistance:

- after restitution of bail in the case of nonsuit or acquittal,
- within 15 days of judicial sentencing being carried into effect in the case of conviction,
- in all cases, within three months of the date of payment.

#### 9.2.13. SENDING URGENT MESSAGES

If it is materially impossible for *You* to send an urgent message and if *You* request it, APRIL Assistance sends, free of charge and by the most rapid means, messages or news from *You* to family members, friends or employer.

The messages remain the responsibility of their authors who must be identifiable and their sole concern. APRIL Assistance acts solely as an intermediary in the transmission of the messages. APRIL Assistance can also serve as an intermediary in the opposite direction.

#### 9.2.14. TRAVEL ASSISTANCE

When travelling *Abroad*, in the event of loss or theft of your personal effects (identity documents, means of payment, luggage) or travel documents and after the declaration to the competent authorities, APRIL Assistance will make every effort to assist *You*.

APRIL Assistance is not authorised to stop payments on behalf of third parties.

When replacement documents are produced in your *Country of nationality*, APRIL Assistance will deliver them by the most rapid means. APRIL Assistance can send an advance **equal to €1,500 per event** in order to allow *You* to purchase basic necessities.

In the event of the loss or theft of a travel document, APRIL Assistance will advance the cost of a new non-negotiable travel document.

**These advances can be made in return for a guarantee provided by either *You* or by a third party. The reimbursement of any advance must be carried out within a period of 30 days starting from the date funds were made available.**

#### 9.2.15. EARLY RETURN HOME IN THE EVENT OF THE DEATH OR HOSPITALISATION OF A *FAMILY MEMBER*

APRIL Assistance will provide *You* with an economy class return airline ticket or a 1<sup>st</sup> class train ticket in the event of the death or hospitalisation for more than 5 days of a *Family member* in your *Country of nationality*.

The trip must take place within 8 days of the death or hospitalisation.

This cover applies when the death or hospitalisation occurs subsequent to your departure.

APRIL Assistance reserves the right, prior to the provision of any service, to request proof of the covered event (hospital certificate, death certificate etc).

**In order to benefit from this cover, *You* must contact APRIL Assistance to obtain their prior agreement. Otherwise, APRIL Assistance has the right to refuse to reimburse any tickets which *You* may have bought yourself.**

#### 9.2.16. ACCOMPANYING CHILDREN

If *You* are repatriated and are unable to care for your children under the age of 18 who are also covered by the policy, APRIL Assistance will provide a person of your choice with a return economy class airline ticket or a 1<sup>st</sup> class railway ticket to bring your children back to your *Country of nationality*.

#### 9.2.17. TRANSLATION OF LEGAL AND ADMINISTRATIVE DOCUMENTS

When *You* are *Abroad* or in case of medical repatriation, if *You* have serious difficulty understanding legal or administrative documents in the local language, APRIL Assistance will organise and cover the cost of the translation of such documents in your mother tongue. APRIL Assistance's cover is limited to **€500 per Insurance year**. APRIL Assistance will not be held responsible for the consequences of poor translations or misunderstandings on your part.

#### 9.2.18. LIMITATIONS ON COVER

**When APRIL Assistance organises and pays for repatriation or transportation, *You* can first be requested to use your own travel ticket.**

**When APRIL Assistance pays for your return expenses, *You* must return the unused travel ticket to APRIL Assistance.**

### 9.3. *PERSONAL LIABILITY (PRIVATE CAPACITY):*

#### 9.3.1. PURPOSE OF THE COVER

These benefits cover the financial consequences of any damage for which *You* and the insured members of your family are held responsible in a private capacity including the commute to and from work and excluding any work-related activity. The cover applies when liability for damage **caused to a third party** during the trip or stay outside the *Country of nationality* falls on *You* or any person for whom *You* are responsible.

#### 9.3.2. LIMITATIONS ON COVER

*Bodily injury, Material and Consequential damage: up to €7,500,000 per Claim and per Insurance year* of which:

- *Inexcusable fault: up to €300,000 per victim and up to €1,500,000 per Insurance year.*
- *Material and Consequential damage: up to €750,000 per Claim and per Insurance year. Excess of €150 per Claim.*
- *Damage: up to €150,000 per Claim and per Insurance year. Excess of €150 per Claim.* Damage also includes fire, explosion and water damage to buildings which *You* have rented or borrowed for the organisation of family ceremonies.

#### **How to make a claim:**

As soon as *You* become aware of any circumstances that may give rise to a *Claim* under the policy, *You* must inform the insurer, through our intermediary, by registered letter **within a period of no more than 15 days**. Details of the circumstances surrounding the *Claim* and their consequences should also be provided.

#### 9.3.3. SPECIAL PROVISIONS

##### **Disputes**

In the event of disputes regarding the measures to be taken to settle a disagreement, this matter may be submitted to a third party designated by mutual agreement or else by the president of a departmental court of Paris to act as arbiter. The insurer will cover the costs of establishing this faculty. However, the president of the departmental court of Paris may decide otherwise if *You* have established this faculty under abusive conditions.

If *You* undertake litigation at your own cost and obtain a resolution that is more favourable than that proposed by the insurer or by the third party mentioned above, the insurer will reimburse *You* the costs incurred up to the cover limit.

When the procedure described above is put in motion, the time limit on appeals is suspended for all legal proceedings covered and which *You* may undertake, until the party entrusted to propose a solution has made known its contents.

##### **Choice of legal representation**

In the event of legal or administrative action requiring the participation of a lawyer or any other person qualified by law or current regulations

to represent your interests, *You* have free choice and the insurer will pay the fees directly. If *You* do not know a lawyer, the insurer may make one available to *You*. The aforementioned free choice is also applicable if there is a conflict of interest between *You* and the insurer.

#### **Procedure - Transactions**

In the event of proceedings involving liabilities covered by this insurance, the insurer reserves the right, under the limits of the cover, to direct the proceedings and exercise all appeals before civil, commercial or administrative jurisdictions.

**Should *You* not allow this option to be exercised, the insurer will have the right to terminate the insurance.**

In the case of proceedings before a criminal court and if the victim(s) have not been compensated, the insurer will have the right, with your agreement, to direct the defence or to take part in proceedings. In the absence of such an agreement, the insurer can, nevertheless, take responsibility for the defence of your civil interests. The insurer can equally exercise all appeals in your name, including appeal in cassation, when criminal interests are not involved. Otherwise, the insurer can only exercise them with your agreement. *You* are prohibited, within the limits of the insurance, from reaching a settlement with the injured party.

Any admission of liability or transaction carried out without the involvement of the insurer will not be enforceable; the confession of a material fact is not considered as admission of liability.

### **9.4. LEGAL ASSISTANCE:**

#### **9.4.1. LEGAL AND PREVENTION HELPLINE**

A team of specialist lawyers is available to inform *You* of your rights and provide practical legal advice. *You* can also seek advice on preventive measures to safeguard your rights and interests in order to avoid a *Dispute*.

*You* may consult this service regarding any area of law and obtain a response in **French, English, Spanish or German**. The helpline is available by calling **+33 (0)9 69 32 96 87, 24/7**. *You* will be asked for your policy number when using this service.

#### **9.4.2. LEGAL ASSISTANCE IN THE EVENT OF LITIGATION**

If *You* are faced with *Litigation* from an opposing *Identified third party* and if your request is legally grounded and this *Litigation* has been filed against *You* in a private capacity or as an employee, *You* are entitled to cover in the following areas of **up to €16,000 per Litigation and per Insurance year**:

- **Criminal law:** *You* are covered for the defence of your interests if *You* are brought before a criminal court or an administrative commission following an event insured under the *Personal liability* (private capacity) cover (see paragraph 9.3) insofar as *You* are not represented by the lawyer acting for the insurer in the defence of your civil interests.
- **Accommodation:** *You* are covered for *Disputes* with your landlord. This includes *Disputes* relating to maintenance work inside the property, interior design or improvements, *Disputes* relating to neighbourhood disturbances, disputes over service charges.
- **Local government:** *You* are covered for *Disputes* *You* have with local government (excluding tax authorities), public services and local authorities.
- **Internet purchases:** *You* are covered for *Disputes* relating to transactions carried out on an internet website.
- **Remedy:** the insurer will intervene to claim compensation from the person identified as responsible for any personal injury or material damage *You* suffer as the result of an *Accident*.

A team of lawyers will make every effort to settle your *Litigation* and defend your interests to the best of their ability. They are available to help *You* prepare the best possible case.

To take advantage of this cover, *You* must provide sufficient documentary evidence to prove that legal action is being taken against *You* (bills, estimates etc.). Consequently, this preliminary phase is at your own expense.

#### **Search for an amicable solution**

Following an in-depth review of your case, lawyers specialising in negotiation will take the required legal action against the *Opposing party* in order to prioritise an amicable solution to your *Dispute*. This procedure is the most effective and fastest way of enforcing your legal rights.

#### **Payment of legal expenses**

If no amicable solution can be found, or if the situation requires it, the insurer will take your *Litigation* to the competent court and cover the costs incurred in the pursuit of legal action (lawyer's fees, legal expertise, costs and fees of solicitors and bailiffs) within the limits clearly specified as follows:

COVERED LEGAL COSTS	UPPER LIMITS
Successful amicable remedy	€250 per case
Expert appraisal (investigation)	€275 for the first intervention €90 for each subsequent intervention
Preliminary appeal (administrative matters)	
Representation before an administrative committee, civil commission or disciplinary hearing	



COVERED LEGAL COSTS (SUITE)	UPPER LIMITS
Out-of-court settlement brought to completion	€400 per case
Successful mediation or conciliation witnessed by a judge	
Summary or ex-parte proceedings	€400 per court order
Community court judge	€340 per case
Police court/litigation	€340 per case
Court of first instance (and courts at the same level)	€520 per case
High court (and courts at the same level)	€750 per case
Court of Appeal	€850 per case
Court of Sessions, Court of Cassation, Council of State	€1,500 per case

These fees include secretarial and travel costs and are shown including all taxes. If the case is brought before a foreign court, the insurer will pay the fees corresponding to the equivalent French jurisdiction. The insurer covers the cost of enforcing the ruling in your favour if the debtor can be located and is solvent. Otherwise the insurer's intervention will cease.

If *You* require the services of a lawyer, the insurer will cover their fees. *You* can choose your usual lawyer or select a qualified lawyer from the competent court. Alternatively, the insurer may, if *You* prefer, provide *You* with the name of a legal partner. *You* must make this request in writing.

#### How to benefit from the cover:

As soon as *You* become aware of the *Litigation* which *You* require assistance, *You* must declare it by calling +33 (0)9 69 32 96 87 or by sending an email to [expat@soluciapj.fr](mailto:expat@soluciapj.fr) or by writing to Solucia PJ - 3, boulevard Diderot - CS 31246 - 75590 Paris Cedex 12 - FRANCE.

If there is a delay in declaring the *Litigation* and if this delay proves to be prejudicial to the insurer, they may refuse to intervene.

The *Litigation* must have occurred after the *Effective date* of cover and must be declared during the period of validity of the policy. If *You* declare the *Litigation* in writing, *You* must send a declaration giving specific details of the circumstances of the *Litigation*, your policy number, your address and telephone number and the address and telephone number of the opposing party and all documentation in support of your claim. Costs must not be incurred nor action undertaken without the insurer's agreement. Any action to be taken will be agreed jointly between *You* and the insurer. If prior agreement is not given, the cost and consequences of any action will be at your own expense, unless it is a matter of urgent risk mitigation.

#### Arbitration clause

In the event of a dispute between *You* and the insurer, the insurer will apply Article 127- 4 of the French Insurance Code which set outs the procedure for settling a *Dispute*. *You* and the insurer may agree to appoint a third party to act as arbitrator in the *Dispute*. If the appointment of a third party cannot be agreed mutually, the third party will be appointed by the Presiding Magistrate of a High Court, acting in chambers, the costs being paid by the insurer.

However, the Presiding Magistrate of the High Court may decide otherwise if he considers the procedure to have been improperly used. If *You* undertake litigation at your own expense and obtain a resolution more favourable than that proposed by the insurer - or by the designated third party - the insurer will reimburse the costs incurred by *You* within the limits of cover under the policy.

*You* can also submit the dispute for assessment by a third person, freely chosen by *You*, who is recognised to be independent and authorised to give legal advice.

*You* must notify the insurer of this appointment and this person's fees will be paid by the insurer up to a maximum of €200.

The instigation of arbitration proceedings shall suspend all deadlines for lodging an appeal, until the third party has proposed a solution. This suspension applies to all judicial bodies which are covered under the policy and to which *You* may apply.

#### Conflicts of interest

In the event of a conflict of interest, in particular when two persons insured by the insurer are in dispute, *You* can freely choose a lawyer or qualified person to assist *You*. Fees and expenses will be paid by the insurer within the limits of this policy.

### 9.5. DEATH AND TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY/DOUBLE BENEFIT:

#### 9.5.1. DEATH BENEFIT

##### a) Choice and level of lump sum

This cover provides payment of a lump sum to the named *Beneficiary* or *Beneficiaries* in the event of your death before your 65<sup>th</sup> birthday. The amount of the lump sum varies between €20,000 and €400,000. The *Member* is free to choose the amount. The *Member* can choose a different amount in the future; if a higher sum is selected, medical formalities will be required.



#### **b) Death benefits any cause**

In the event of your death regardless of the cause, the insurer pays the named *Beneficiary* or *Beneficiaries* a lump sum equal to 100% of the sum selected.

#### **c) Accidental death benefits**

In the event of your death in an *Accident*, the insurer pays an additional sum equal to 100% of the sum selected and paid under subsection b) above.

**The cover applies on condition that the death occurs at the latest 6 months after the *Accident*.**

#### **d) Formalities to be completed in the event of a *Claim* and payment of benefits**

The death must be declared by sending the insurer, through our intermediary, the supporting documents necessary for payment, including:

- a copy of the death certificate;
- a medical certificate from a doctor having verified the death, showing the date of death and specifying if it was due to natural causes or *Accident*;
- a report issued by the police or other competent authority in the event of death following an *Accident*;
- a document proving the identity of the *Beneficiary/Beneficiaries*.

On receipt of the completed claim, and if benefits are due, *We* will pay the lump sum within thirty (30) days. If payment is not made within this period, the outstanding lump sum will generate interest in accordance with current legislation.

If benefits are due, the death lump sum payable on the *Insured's* death is revalued from the date of death until receipt of the documentation required for payment or, where appropriate, until the lump sum is transferred to the *Caisse des Dépôts et Consignations*, at a rate set by decree.

If the *Beneficiary* or *Beneficiaries* cannot be identified or traced within a period of ten (10) years from notification of the death, the insurer will be obliged to pay the lump sum to the *Caisse des Dépôts et Consignations* (CDC). Sums deposited with the *Caisse des Dépôts et Consignations* (CDC) which are not claimed will be transferred to the State at the end of a period of twenty (20) years from the date of their transfer to the *Caisse des Dépôts et Consignations* (CDC).

### **9.5.2. TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY**

#### **a) Definition of the benefits**

Total and irreversible loss of autonomy: where *You* are totally and permanently medically unfit for gainful employment and require the assistance of a third party to carry out basic daily tasks.

The total and irreversible loss of autonomy due to an illness or *Accident* covered under the policy and which is confirmed before your 65<sup>th</sup> birthday is treated in the same way as death. The death benefit is calculated from the date of medical confirmation of the state of total and irreversible loss of autonomy and is paid to *You* in advance.

To be eligible for benefits, your total and irreversible loss of autonomy must be stabilised before the date of retirement and, at the latest, before your 65<sup>th</sup> birthday.

**Early payment of death benefits in the event of total and irreversible loss of autonomy cancels all other death benefits (with the exception of double benefit) and income protection cover under the policy.**

#### **b) Procedure for making a *Claim* and payment of benefits**

The declaration of a state of total and irreversible loss of autonomy rests with *You* and *You* must provide proof to the insurer, through our intermediary, by sending *Us* the required supporting documents. These include:

- a detailed certificate from the attending physician;
- if necessary, notification of payment from a Social Security scheme of a disability pension requiring the assistance of a third party;
- document proving identity and/or marital status;
- a report issued by the police or other competent authority in the event of an *Accident*;
- if necessary, document specifying the cause and circumstances of the *Accident* having caused total and irreversible loss of autonomy.

#### **Recognition and audit by the insurer of the state of total and irreversible loss of autonomy**

Until such times as the benefit is paid, the insurer may carry out any audits and subject the claimant to any medical examinations deemed useful in order to evaluate, diagnose or monitor the state of total and irreversible loss of autonomy.

In the event of a dispute between your physician and that of the insurer regarding the state of total and irreversible loss of autonomy, *You* and the insurer shall jointly choose a third physician to make the decision.

***You* agree to abide by the jurisdiction of the courts of Paris and waive the right to any proceedings in any other country.**

#### **Payment of the lump sum**

The insured amount due is payable six months after the date of recognition by the insurer of the state of total and irreversible loss of autonomy and subject to the permanence of this state.

### 9.5.3. LUMP SUM IN THE EVENT OF THE DEATH OF YOUR *SPOUSE* SIMULTANEOUS TO OR FOLLOWING YOUR OWN (DOUBLE BENEFIT)

#### a) Definition of the benefits

If your *Spouse* dies before the age of 65, whether this event is simultaneous with (in the 24 hours before or after your death) or subsequent to your death (in the 6 months following your death), a sum is paid to any *Dependent child* or *children* who remain dependent on your *Spouse* under the terms of the policy at the time of your *Spouse's* death.

The amount of this lump sum is fixed at 50% of the amount defined in subsection b) of paragraph 9.5.1 and paid on the death of your *Spouse*.

#### b) Formalities to be completed in the event of a *Claim* and payment of benefits

The required supporting documentation for payment includes:

- a copy of the death certificate;
- a medical certificate from the doctor having certified the death, showing the date of death and specifying if it was due to natural causes or an *Accident*;
- a report issued by the police or other competent authority in the event of death following an *Accident*;
- a document proving identity and marital status of the *Beneficiary/Beneficiaries*.

The lump sum is paid under the conditions described in paragraph 9.5.1.

Allocation of the lump sum: the sum is paid to the *Dependent child/children* on the date of your death and on condition that they were living with the *Spouse* under the terms of the policy on the date of your *Spouse's* death.

### 9.5.4. WAIVER OF *PREMIUM* - CONTINUATION OF COVER DURING SICK LEAVE FROM WORK

#### a) Waiver of *Premium*

If *You* are on total sick leave from work following an illness or *Accident* occurring before your 65<sup>th</sup> birthday, the *Premiums* for the selected benefits (except *Personal liability* - private capacity - and legal assistance and repatriation assistance cover) are waived:

- if *You* did not select income protection cover: from the 91<sup>st</sup> day of total and continuous sick leave from work;
- if *You* selected income protection cover: from the 31<sup>st</sup> or 61<sup>st</sup> day of total and continuous sick leave from work depending on the option selected.

To be considered as being on total and continuous sick leave, *You* must be in a state of total temporary incapacity to work or in a state of total permanent disability as defined by paragraph 9.6.2., recognised by the insurer.

#### b) Continuation of cover

As long as the *Member* is exempt from paying the *Premium* under the terms described in subsection a) above, the benefits payable in the event of death and total and irreversible loss of autonomy are maintained under the conditions described in the corresponding paragraphs.

**The continuation of cover is granted for the duration of any period of sick leave giving right to waiver of *Premium*.**

It ends when *You* are medically certified to be in a condition to return to your professional activity, regardless of the nature of this activity.

**In the event of termination of the policy, the benefits are maintained at the amount reached on the date of termination.**

### 9.6. INCOME PROTECTION:

This cover can only be selected if *You* are already covered for death and total and irreversible loss of autonomy under the policy (paragraph 9.5.1.) and are in paid employment.

#### 9.6.1. PURPOSE OF THE INSURANCE

This cover provides a daily benefit in the event of temporary total incapacity to work or an annual amount in the case of your permanent disability, following an illness or an *Accident*.

#### 9.6.2. DEFINITIONS

Total incapacity to work means a total temporary incapacity following an illness or an *Accident* that causes *You* to be physically unable as certified medically and recognised by the insurer, to carry out any professional activity.

Permanent total or partial disability means a disability following an illness or *Accident* making it totally or partially physically impossible for *You*, as certified medically and recognised by the insurer, to carry out your normal profession or a profession in which *You* could earn an amount equal to that which *You* received before taking sick leave from work due to an illness or *Accident*.

#### 9.6.3. LEVEL OF BENEFITS

##### a) Temporary incapacity

When the insurer recognises *You* to be in a state of complete temporary incapacity to work, the insurer pays *You* a daily benefit starting after a total and continuous sick leave of 30 days or 60 days, caused by an illness or *Accident*, based on the option selected.

The amount of daily benefit is selected by the *Member* between a minimum and a maximum based on the minimum obligatory amount of death benefits selected. The amount is shown on the *Membership certificate* for the first year of cover and then on the last premium notice. The amount of daily benefit paid over one month must not exceed 100% of your net monthly salary (limited to 70% of your net monthly income if you have started or took over a business within less than a year).

### b) Permanent disability

You are recognised to be in a state of permanent disability under two conditions:

- If You are physically or mentally disabled,
- and
- If You are professionally disabled.

The state of disability is determined through medical evaluation. In order for the medical expert appointed by the insurance entity to be able to determine a functional, physical or mental, disability degree or a professional disability degree, your health state must be *Stabilized*. The degree of functional disability is determined on a scale of 0 to 100%, regardless of professional considerations, based on a reduction in physical or mental capacity following an *Accident* or illness.

The degree of professional disability is then determined on a scale of 0 to 100% according to the degree and type of functional disability in relation to the profession exercised, taking into account the nature of the professional activity prior to the *Accident* or illness, the normal conditions of the profession and the ability to pursue the profession after the *Accident* or illness.

Having determined the degree of functional and professional disability, the degree of disability is determined according to the following scale of disability.

The level of the benefit the *Member* selected is shown on the *Membership certificate*, i.e. 360 times the amount of daily benefit selected.

- if the disability rate “n” determined by the insurer, by expert opinion, is greater than or equal to 66%, the disability is considered to be total. The amount of the payment is equal to the amount of cover selected.
- if the degree of disability “n” determined by the insurer, by expert opinion, is between 34% and 65%, the disability is considered to be partial. The amount of the payment is equal to n/66<sup>th</sup> of the total selected disability payment, “n” being the degree of disability determined by the insurer.

**No benefits are due if the degree of disability “n” is determined by the insurer to be less than or equal to 33%.**

DEGREE OF DISABILITY									
PROFESSIONAL RATE	FUNCTIONAL RATE								
	20	30	40	50	60	70	80	90	100
10						37	40	43	46
20				37	42	46	50	55	58
30			36	42	48	53	58	62	67
40			40	46	52	58	63	69	74
50		36	43	50	56	63	68	73	79
60		38	46	53	60	66	73	79	84
70		40	48	56	63	70	77	83	89
80		42	50	58	66	73	80	87	93
90		43	52	61	67	76	83	90	97
100	34	45	54	63	71	79	86	93	100

#### 9.6.4. GENERAL PROVISIONS FOR INCOME PROTECTION COVER

##### a) Recognition and audit by the insurer of the state of incapacity or disability

The insurer may evaluate, recognise and audit your state of incapacity or disability. For this purpose the doctors, agents or representatives of the insurer must be able to visit You. You must agree to see them and provide them with an accurate account of your condition.

**If You object to the check-ups and/or medical exams, the insurer may by rights suspend the payment of benefits.**

In the event of a dispute between your physician and that of the insurer regarding the state of temporary total incapacity to work or on the state of total or partial permanent disability, You and the insurer shall jointly choose a third physician to make the decision.

**You agree to abide by jurisdiction of the courts of Paris and to waive the right to legal action in any other country.**

##### b) Payment of benefits

Temporary incapacity: this benefit though acquired daily is paid monthly in arrears for as long as You are in a complete state of temporary, total incapacity to work up to the day the permanent state of disability is recognised and, at the latest, up to the 1095<sup>th</sup> day starting from the date of sick leave or from the date of the late declaration. This benefit ends at the date when the *Stabilisation* of your health state has been recognised by a medical expert appointed by the insurance entity. Payment ends, at the latest, on the day You reach your 65<sup>th</sup> birthday.

Permanent disability: the level of payments can be reviewed in the event of a change to the state of disability. The benefit is paid to *You* quarterly in arrears, for the duration of the disability, up to the end of the quarter of the calendar year in which *You* reach the age of 65.

#### **c) Return to work for a period of less than two months**

When *You*, having received the benefit described above and returned to work, require another period of sick leave less than two months later, the aforementioned benefits are once again paid without the application of the *Excess* (30 or 60 days depending on the option selected by the *Member*) if the policy is still valid on the new date of sick leave from work and if it can be proved that the new period of absence from work has the same cause as the previous one.

#### **d) Upgrading of benefits**

The daily benefits and annual pensions paid when *You* are unable to work are readjusted on the 366<sup>th</sup> day following the day *You* ceased to work and on the same date every year.

They are increased by 2% on 1<sup>st</sup> January of each year within the limits of the funds available. These benefits shall remain at the level reached in the event of termination of policy.

### 9.6.5. FORMALITIES TO BE COMPLETED WHEN MAKING A CLAIM

The declaration of sick leave from work is your responsibility and *You* must notify the insurer, through our intermediary, by registered letter within 30 days of the date of sick leave. This declaration must be accompanied by:

- a medical certificate specifying the date of sick leave, the probable duration of the incapacity and the nature of the illness or *Accident*;
- proof of paid employment;
- for salaried *Insured*: a declaration of sick leave from your employer and proof of gross earnings over the last 12 months including bonuses and your employer's contact details;
- for non-salaried *Insured*: a copy of your income tax return for the previous year.

The insurer reserves the right to request additional supporting documents.

**Any sick leave declared after this 30-day period will give rise to no payment for the period preceding the declaration.**

At the end of the period of sick leave, *You* must send a return to work certificate to the insurer, through our intermediary.

If the incapacity lasts beyond the date planned for the return to work, a new medical certificate must be provided indicating the probable duration of the new period of sick leave and the nature of the illness or *Accident*.

This requirement is repeated each time that incapacity is extended beyond the expected date of return to work.

## 10. WHAT IS NOT COVERED BY YOUR POLICY

### 10.1. EXCLUSIONS WHICH APPLY TO THE MEDICAL EXPENSES COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 10.7 below, the following are excluded from the medical expenses cover:

- any costs incurred for treatment or procedures prescribed before the *Effective date* of the policy or during the *Waiting periods*;
- any medical and surgical expenditure not prescribed by a qualified *Medical authority*;
- treatment requiring *Prior agreement*, dispensed without *Prior agreement* (in the event of *Hospitalisation* without *Prior agreement*, an *Excess* of 20% will be applied to your reimbursement);
- *Hospitalisation* expenses or stays in sanatoriums or homes, when the hospital or medical centre treating the *Insured* is not approved by the relevant public authorities;
- related expenses (other than those listed on the benefits schedule) in the event of *Hospitalisation* or excessive, unreasonable or unusual expenses considering the country in which they were incurred;
- transportation expenses other than transfer by ambulance to the nearest suitable care centre;
- psychologist consultations;
- psychotherapy and day patient care (consultations, medicines, diagnostic tests and laboratory tests) related to:
  - mental and behavioural disorders linked to the abuse of drugs, alcohol and other psychoactive substances;
  - phobic anxiety disorders (agoraphobia, social anxiety and panic disorder);
  - mood disorders, manic episodes, depression and bipolar disorder;
  - sleep disorders (insomnia, hypersomnia and somnambulism) and sleep-wake cycle disorder;
  - personality disorders;
- alternative or complementary medicine (other than those listed on the benefits schedule);
- the cost of over-the-counter pharmacy items, cosmetics, hygiene products, sunscreens and/or moisturisers, make-up, beauty treatments and comfort care, vitamins and minerals, food supplements, dietetic products, baby foods and mineral water;
- thermometers and blood pressure monitors;
- contraceptive treatments and medication;

- medicines and treatment related to erectile dysfunction;
- the cost of sourcing and transporting organs for transplant;
- experimental treatment;
- any cosmetic treatment, anti-ageing cures, weight-loss and weight gain treatments and thermal cures not prescribed for medical reasons;
- the treatment of alcoholism, drug addiction or any other addiction or illness linked to such dependency;
- stays in a geriatric unit, medical teaching institution and similar establishments;
- hospitals and care facilities for the dependent elderly and long-term hospitalisations;
- stays in nursing homes and convalescent homes unless following *Hospitalisation* due to a *Critical illness or Accident*;
- growth hormones;
- operations and treatments related to sex change;
- non-corrective glasses and contact lenses;
- self-harm;
- any expenses not required medically;
- treatment not recognised by the *Medical authorities* of the country in which it is dispensed.

#### 10.2. EXCLUSIONS WHICH APPLY TO THE REPATRIATION ASSISTANCE COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 10.7 below, the following facts or events, with respect to repatriation assistance, are not covered and will not give rise to any compensation whatsoever nor to any intervention on the part of APRIL Assistance:

- any interventions and/or reimbursements related to medical visits, check-ups, or preventative screenings;
- infections or benign injuries that can be treated on site and that do not prevent the *Insured* from continuing their travel;
- convalescence, infections in the process of being treated and not yet cured and/or requiring further treatment;
- illnesses which had been identified prior to departure and which were at risk of aggravation or relapse;
- infections requiring hospitalisation in the 6 months prior to departure;
- any consequences (check-ups, further treatment, recurrences) of an infection having caused repatriation;
- pregnancy barring unforeseeable complications but in all cases:
  - pregnancy and any complications and, in all cases, after the 28<sup>th</sup> week;
  - births and post natal complications relating to newborns;
  - termination of pregnancy;
- cosmetic surgery;
- the consumption of alcohol and the consequences thereof under local legislation;
- trips undertaken for diagnosis and/or treatment;
- the consequences of the failure of, unfeasibility of, or reaction to any vaccination or treatment desired or essential for travel;
- congenital illnesses or deformities.

Not covered are:

- medical expenses;
- cures, stays in rest homes and physiotherapy;
- contraception and fertility treatment;
- spectacles and contact lenses;
- cosmetic prostheses, dentures, hearing aids;
- regular transportation required as a result of the *Insured's* health.

The following are excluded from the search and rescue cover:

- search and rescue expenses resulting from the non-observance of the rules of caution dictated by the site operators and/or regulatory measures governing the activity practised by the *Insured*;
- search and rescue expenses resulting from the practice of a professional sport, participation in an expedition or competition, unless otherwise expressly stipulated.

#### 10.3. EXCLUSIONS WHICH APPLY TO THE PERSONAL LIABILITY (PRIVATE CAPACITY) COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 10.7 below, the following are not covered:

- damage resulting from any professional activity whatsoever or the exercise of the functions of elected offices;
- driving any motorised or animal-drawn vehicle;
- the consequences of any *Material damage* or *Bodily injury* suffered by the *Insured*;
- *Material damage* caused by fire, explosion, or water damage having begun or occurred in any buildings or premises of which the *Insured* is owner, tenant or of which he has private use in any capacity whatsoever;
- pollution damage;
- noise and disturbances caused by neighbours;
- the consequences of hunting activities.

#### 10.4. EXCLUSIONS WHICH APPLY TO THE LEGAL ASSISTANCE COVER:

In addition to the *Exclusions* common to all cover and outlined in paragraph 10.7 below, the insurer will not intervene:

- in *Disputes* involving the rights of individuals and families;
- if your liability is in question and the damage for which *You* are responsible should have been covered by compulsory insurance. The insurer will not intervene if cover under any of your insurance policies provides direct compensation for your injury without the requirement to apportion liability;
- in *Disputes* relating to artistic, literary, industrial or intellectual property or involving brands, patents or copyright;
- in *Disputes* resulting from exceptional risks (civil or foreign war, riots, popular uprisings, acts of terrorism, acts of vandalism) or a natural disaster;
- in *Disputes* arising from intentional wrongdoing on your part;
- in *Disputes* relating to a *Conflict* between *You* and the insurer unless the Arbitration or Conflicts of interest clauses have been applied;
- in *Disputes* relating to the expression of political or trade unionist views;
- in *Disputes* relating to investment properties;
- in *Disputes* relating to urban planning;
- in *Disputes* relating to customs and excise;
- in *Disputes* relating to the holding of office in a company constituted under civil or commercial law or your participation in its administration or management;
- in *Disputes* relating to any professional activity on any basis other than as an employee (voluntary, association or trade union);
- in *Disputes* relating to financial guarantees granted outside the family or as part of a professional activity;
- in *Disputes* over your debt or insolvency, settling of a debt or securing of payment terms;
- in *Litigation* arising from a breach of the Highway Code of the country where *You* are staying.

The insurer will in no circumstances cover:

- fines and sums of any kind that *You* may be required to pay or reimburse to the opposing party;
- expenses and fees related to the assessment of damage caused to *You* and investigations to identify or find the *Adversary*;
- contingency fees;
- costs and interventions made necessary or aggravated solely by your own act;
- actions and related costs incurred without the consent of the insurer (including referral to a lawyer);
- costs related to submission, representation and travel if your lawyer is not a member of the bar of the competent court;
- deposits and guarantees.

#### 10.5. EXCLUSIONS WHICH APPLY TO THE DEATH AND TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY COVER:

See paragraph 10.7.

#### 10.6. EXCLUSIONS WHICH APPLY TO THE INCOME PROTECTION COVER:

Income protection cover is awarded only when the absence from work is due to illness or an *Accident*. As maternity is not itself an illness, any absences during pregnancy will be covered under the policy only if they are due to illness (i.e. on medical grounds). Any leave granted for reasons of maternity or paternity is not due to illness and is therefore excluded under the policy.

The *Exclusions* listed in paragraph 10.7 also apply to income protection cover.

#### 10.7. COMMON EXCLUSIONS FOR ALL BENEFITS:

In addition to the *Exclusions* listed for each benefit, all costs and consequences are excluded from cover in relation to:

- intentional acts by the *Member* or the *Insured* and/or infractions of the law of the country where the *Insured* is travelling;
- civil or foreign wars, riots, insurrections, strikes, piracy or sabotage, voluntary participation in fights or popular movements, acts of terrorism regardless of location and protagonists (except in the case of legitimate self-defence);
- suicide or suicide attempts in the first year of cover, the use of drugs or narcotics without a medical prescription;
- alcoholism or drunkenness by the *Insured* (alcohol level higher than that defined by the traffic law applicable on the day of the *Claim* in the country where the incident took place);
- road traffic accidents involving two-wheeled vehicles if the *Insured* was not wearing a helmet;
- direct or indirect effects of changing the structure of the atomic nucleus, climatic changes such as storms and hurricanes, earthquakes, floods, tidal waves or other disasters except in the case of indemnity for natural disasters;
- *Accidents* or *Pre-existing conditions* before the *Effective date* of the policy, subject to relapses or not stabilised, congenital illnesses or deformations not declared at the time of application;
- dangerous sports such as microlighting, hang-gliding, paragliding, driving cars, motorcycles or go-carts, parachuting, mountaineering, climbing (other than on artificial climbing walls), rock climbing, underwater diving except for free-diving



up to 50 meters, caving, the skeleton, ski jumps, bobsleighting, bungee jumping, rafting, canyoning, kitesurfing, airballooning, jet-skiing and sports practised off piste: skiing, cross-country skiing, sledging, snowboarding;

- participation in all sports competitions and entertainment, practising sports in a club or federation in a professional capacity, as well as all sports requiring the use of a terrestrial, nautical or aerial engine;
- hunting;
- air navigation *Accidents* except if the *Insured* is an ordinary passenger and is on board a craft for which the owner and the pilot have all the appropriate authorisations and licenses;
- sailing or cruising on the high seas on a personal or professional basis (more than 200 nautical miles from land);
- carrying out all professional activity on an oil rig.

Except in application of Articles L.113.8 and L.113.9 of the French Insurance Code, the cover applies to the consequences of disabilities or *Pre-existing conditions* dating before the signing of the Application form if they were declared on the Application form and are not subject to a particular exclusion of which the *Insured* had been notified by registered letter and which has been accepted by the *Insured*.

## 11. GENERAL PROVISIONS

### 11.1. WHO INSURES YOUR POLICY?

This policy is effected by "l'Association des Assurés d'APRIL International" (regulated by the Associations Act of 1901 located 110, avenue de la République, 75011 Paris, FRANCE, whose purpose is to study, effect and promote, to the benefit of its members, all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to all insurance companies. The statutes of the Association can be downloaded at <http://en.april-international.com/global/april-international-expat/association-of-april-international-insured>).

#### **for medical expenses, death and total and irreversible loss of autonomy and income protection:**

optional group insurance plans with Axéria Prévoyance (plan numbers A3MAMBFDS2010 and A3MAMBPREV2010), a French Endowment Life Insurance company regulated by the French Insurance Code. A public limited company with fully paid capital of €31,000,000, registered with Companies House in Lyon under number 350 261 129, located at 90 avenue Félix Faure, 69439 Lyon Cedex 03, FRANCE;

#### **for repatriation assistance cover:**

optional group insurance plan with CHUBB (plan number FRBBBAO1853), a company regulated by the French Insurance Code. Head office: 100 Leadenhall street, London EC3A3BP, UNITED KINGDOM. Company registered abroad with Companies House in England and Wales under number 1112892. General management in France based at Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE. Registered with Companies House in Nanterre under number 450 327 374 (APE Code: 660E).

**The Personal liability (private capacity) cover** is insured by CHUBB (contract number FRBOPA10172), a company regulated by the French Insurance Code. Head office: 100 Leadenhall street, London EC3A3BP, UNITED KINGDOM. Company registered abroad with Companies House in England and Wales under number 1112892. General management in France based at Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE. Registered with Companies House in Nanterre under number 450 327 374 (APE Code: 660E).

**The legal assistance cover** is insured by Solucia PJ (contract number 10006603) a Limited Company with a capital of €7,600,000 regulated by the French Insurance Code, registered with Companies House in Paris under number 481 997 708. Head office: 3, boulevard Diderot - CS 31246 - 75590 Paris Cedex 12 - FRANCE.

The administration of these plans is delegated to APRIL International Expat, a simplified joint-stock company with capital of €200,000, an insurance broking and administration company registered with Companies House in Paris under 309 707 727 and with ORIAS number 07 008 000 ([www.orias.fr](http://www.orias.fr)), located at 110, avenue de la République, CS 51108, 75127 Paris Cedex 11, FRANCE.

### 11.2. LEGAL:

The bodies responsible for regulating insurance activities are:

- for medical expenses, death and total and irreversible loss of autonomy and income protection and legal assistance: Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority) located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE;
- for repatriation assistance cover and *Personal liability* (private capacity): Financial Conduct Authority, located at 25 The North Colonnade, Canary Wharf, London E145HS, UNITED KINGDOM.

APRIL International Expat is regulated by the Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority), located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE.

Membership of the Ambassade plan is evidenced by the Application form, the current General conditions and the *Membership certificate*. It is subject to French legislation and in particular to its Insurance Code.

The benefits and levels of reimbursement provided under the policy will be automatically adjusted in accordance with amendments to legislation and regulations governing contracts under French Law.

### 11.3. LIMITATIONS:

In accordance with Articles L 114-1, L 114-2 and L 114-3 of the French Insurance Code, "Any legal action arising from an insurance policy must be brought within 2 years of the event having given rise to this action".

However, this period shall run:

- 1- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only from the date on which the insurer becomes aware of it,
- 2- in the event of a *Claim*, only from the date on which *You* become aware of it and if *You* can prove that *You* were unaware of it until then.

The limitation period is extended to ten years for life insurance policies where the *Beneficiary* is a separate person from the *Policyholder* and in personal accident insurance policies where the beneficiaries are the heirs of the deceased Insured.

If your action against the insurer arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against *You* or *You* have paid them compensation.

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period, by the appointment of experts following a loss or if *You* or the *Beneficiary* send *Us* a registered letter with acknowledgement of receipt in respect of settlement of the claim or if *We* send *You* such a letter in respect of payment of the *Premium*.

The ordinary causes of interruption of the period of limitation specified in the French Civil code are:

- the acknowledgement by the debtor of the right of the person against whom they were seeking interruption of the period of limitation (article 2240 of the French Civil Code),
- a legal claim (articles 2241 to 2243 of the French Civil Code),
- provisional measures taken in implementation of the Code of Civil Enforcement Procedures or an act of enforcement (article 2244 of the French Civil Code),
- a summons served on one of the joint debtors by means of legal action or an act of enforcement or the acknowledgement by the debtor of the right of the person against whom they were seeking interruption of the period of limitation (Article 2245 of the French Civil Code),
- a summons served on the principal debtor or their acknowledgement in cases of limitation periods applicable to sureties (Article 2246 of the French Civil Code).

Under no circumstances shall the limitation period be amended or further causes of suspension or interruption be added, even if agreed between the *Member* and the insurer.

### 11.4. SUBROGATION:

It is stipulated that the insurer does not waive the rights and actions that he possesses by virtue of Article L.121-12 of the French Insurance Code relating to the summary remedy it may seek for third party liability.

If *You* are involved in a road traffic *Accident* (involving a motorised vehicle), *You* must communicate to the insurance provider of the person having caused the *Accident*, when requested, the name of your third party healthcare provider. Failure to do so may invalidate your insurance cover.

### 11.5. AUDIT:

The insurer reserves the right to request that *You* provide any documentation required in order to carry out an accurate assessment of the cover, in particular through the production of medical certificates or post-operative reports and/or by obtaining a second opinion from the insurer's doctor.

### 11.6. COMPLAINTS - MEDIATION

Quality of service is at the heart of our commitments, but if *You* do wish to make a complaint about the services provided by our company, *You* can do so through your usual contact.

If *You* are not satisfied with the response provided, *You* can contact our Customer Service department at:

APRIL International Expat - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE

Email: [customerservice.expat@april-international.com](mailto:customerservice.expat@april-international.com).

For your information, our insurance partners Axéria Prévoyance (90 avenue Félix Faure, 69439 Lyon Cedex 03, FRANCE), CHUBB (Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE) and Solucia PJ (3, boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE), have entrusted *Us* with the handling of complaints.

*We* will do our utmost to respond to your complaint within a maximum period of 48 working hours and are committed to keeping *You* informed of the progress of your complaint within the same timescale if, for reasons beyond our control, it needs to be extended.

If the dispute persists and if no amicable solution can be found, *You* may, without prejudice to other legal remedies available to you, contact the French Insurance Ombudsman - "La Médiation de l'Assurance" - TSA 50110 - 75441 Paris Cedex 09 - FRANCE.

If this policy was taken out remotely via the Internet, *You* can also apply to the relevant ombudsman by lodging a complaint on the European Commission's dispute resolution website at the following address: <http://ec.europa.eu/consumers/odr/>.

*We* would inform *You* that the data collected in order to handle your complaint will be processed electronically by our company for the purposes of complaint monitoring and will be passed on for this purpose only to the insurer, their reinsurers and the APRIL holding company as well as to our partner service providers for the activation of your insurance cover. *You* have the right to access and query your personal information and to have this information corrected or deleted (see paragraph 11.7).



#### **11.7. DATA PROTECTION AND FREEDOM OF INFORMATION:**

According to the Data Protection and Freedom of Information Law n° 78-17 of 6<sup>th</sup> January 1978, amended, *You* have the right to communicate, correct or erase any information that concerns *You*. This right can be exercised by contacting our Customer Service Department at the contact details mentioned in the above paragraph.

Furthermore, in application of Article L223-1 and following of the French Consumer Code, *You* are reminded that if, outside of your relationship with *Us*, *You* do not want to be contacted by cold-callers, *You* can opt out by writing to OPPOSETEL at service Bloctel - 6, rue Nicolas Siret - 10000 Troyes - FRANCE, or by visiting the website, [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

*You* can also opt out of any marketing activity by *Us* by contacting *Us* at the above address.

Furthermore, otherwise *We* implement a monitoring procedure to combat insurance fraud. This may result in the application of civil, financial and/or criminal sanctions and inclusion on a list of persons presenting a risk of fraud. In this context, the data may be transmitted to insurers, reinsurers, intermediaries, legal authorities and other bodies involved in Fraud.

In order to meet our legal obligations, *We* implement a monitoring procedure the purpose of which is to combat money laundering and the financing of terrorism, and the application of financial penalties. In accordance with article L561-45 of the French Monetary and Financial Code, *You* can exercise your right of access by applying to the French Data Protection Agency, Commission Nationale Informatique et Libertés - 8, rue Vivienne - CS 30223 - 75083 Paris Cedex 02 - FRANCE. However, if the request is in connection with the procedure introduced for the purpose of identifying persons whose assets have been frozen or on whom a financial penalty has been imposed under the French Data Protection Act 78-17 of 6<sup>th</sup> January 1978, *You* can exercise your right of access by sending a letter, together with a copy of your ID, to APRIL International Expat - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE.

To cancel your policy, please use the tear-off slip below and send it to:  
APRIL International Expat - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE

### CANCELLATION

Article L.112-9 of the French Insurance Code

Any person who is canvassed at their home or residence or place of work, or by means of distance communication such as telephone or internet, even at their own request, and who signs an insurance proposal or contract for a purpose which is not related to their commercial or professional activity, may cancel this agreement by sending a letter by recorded delivery with proof of receipt during a period of 14 days from the day of signature of the agreement without requiring to specify the reason for the cancellation or being subject to penalties.

**Conditions:** If you wish to cancel your insurance policy, please fill in and sign this tear-off slip. You should then send it in a sealed envelope by registered letter with proof of receipt to the above address. It must be sent no later than 14 days on the day following signature of your application or, where the deadline expires on a Saturday, Sunday or a bank holiday or other non-working day, on the next working day.

I, the undersigned, wish to cancel my application for insurance under the following policy:

Policy name: **Ambassade Ref. AMB Cov**

Date of signature of Application form:   /   /

Member's surname:

Member's first name:

Member's address:

Postcode:  City:

Country:

Telephone: +  /

Name of insurance consultant:

Address of insurance consultant:

Postcode:  City:

Country:

Telephone: +  /

Date and member's signature:   /   /

Reserved for APRIL International Expat: Client reference number



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april international | expat

Headquarters:

110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE

Tel: +33 (0)1 73 02 93 93 - Fax: +33 (0)1 73 02 93 90

Email: [info.expat@april-international.com](mailto:info.expat@april-international.com) - [www.april-international.com](http://www.april-international.com)

A French simplified joint-stock company (S.A.S.) with capital of €200,000  
Registered with Companies House in Paris under number 309 707 727 - Insurance broker  
Registered with ORIAS (Organisation for the registration of insurance brokers) under number 07 008 000 ([www.orias.fr](http://www.orias.fr))  
Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority)  
61, rue Taitbout - 75436 Paris Cedex 09 - FRANCE  
NAF6622Z - Intra-community VAT N° FR60309707727



## **ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**

Association governed by the Act of 1<sup>st</sup> July 1901 and by the decree of 16<sup>th</sup> August 1901.

Headquarters: 110, avenue de la République – 75011 PARIS

### **ASSOCIATION RULES OF PROCEDURE**

#### **APPROVED BY THE BOARD OF DIRECTORS ON 18-12-2012**

#### **ARTICLE 1- SOCIAL FUND**

The management of a fund is entrusted by the Board of Directors to a Social Commission the running of which is delegated to one of the Directors.

This delegate to the Commission:

- submits the calendar of award meetings to the Board of Directors each year,
- manages the social fund in the best collective interest,
- prepares an annual report which is presented to the Board of Directors,
- contributes to discussions by the Board of Directors on changes to be made to the use or management of the social fund.

##### **1-1- Composition**

The Social Commission is composed of Directors of the Association and two external members.

##### **1-2- Award Meetings**

The attendance of a director and a member of the Social Commission is required for award meetings which may be held by conference call or by any other means of remote communication.

The members in attendance appoint a member from their number to note the conditions of award on the decision forms which are then signed by this person.

Decisions taken by the Social Commission cannot be appealed and do not require any justification.

Minutes are taken of the award meetings which are signed by the member appointed to approve decisions.

#### **ARTICLE 2- SOCIAL FUND BUDGET**

The budget allocated to the social fund is decided annually by the Board of Directors of the association. Unused amounts will be automatically carried over from one year to the next.

#### **ARTICLE 3- CONDITIONS OF ACCESS TO THE SOCIAL FUND**

The following conditions of application to the Social Commission apply in addition to the conditions set out in Article 14 of the articles of association:

##### **3-1- Beneficiary of the request for assistance**

The following qualify as beneficiaries:

- for insurance agreements effected by the Association in respect of individual benefits: the Insured person or persons named in the policy who are not deceased,

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- for insurance agreements effected by the Association in respect of benefits purchased by a company for its employees: the Insured person or persons named in the policy who are not deceased.

### **3-2- Payment of insurance premiums**

To benefit from the social fund, the Member's policy must be in force and their insurance premiums up to date.

Requests for assistance from Members will not be accepted if the premium has not been paid, formal notice has been issued, cover has been withdrawn or where a debt collection procedure has been implemented.

The social commission may choose to assist a Member whose premium payments are not up to date following a review of the case.

### **3-3 Cancellation of the insurance policy**

Requests for assistance will not be accepted from Members who have requested the cancellation of their insurance policy.

### **3-4- Resignation from the Association**

Requests for assistance will not be accepted from Members who have resigned from the Association or who have submitted a request to resign from the Association.

### **3-5- Suspension**

If an insurance policy has been suspended for any reason whatsoever, access to the social fund will also be suspended unless a specific request is made by the social commission.

## **ARTICLE 4- PURPOSE OF THE REQUEST FOR ASSISTANCE**

The Social Commission considers requests for assistance whose purpose is related to the health of the beneficiary or in cases of serious distress.

For requests related to health, the costs for which assistance is being requested must be required in order to cope with an emergency situation or a safety issue and their cost must exceed the financial capabilities of the beneficiary. Their cost must also be within the range of average prices.

For requests relating to cases of serious distress, the social fund covers all or part of the costs involved in the provision of assistance.

For requests related to health or cases of distress, the social fund will intervene following implementation of the insurance cover to which the beneficiary is entitled. The fund will intervene from the first euro where costs cannot be paid from the insurance cover to which the beneficiary is entitled.

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If a member has doubts regarding a medical diagnosis or treatment where their life may be in danger, the social committee may decide to fund all or part of the cost of obtaining a second opinion.

The social fund may, on the advice of the social commission, substitute itself to provide cover for benefits signed by A3I which a member cannot claim or to supplement the benefits to which they are entitled.

The social commission may also decide to pay the A3I insurance premium for a member in great need.

Requests for assistance are reviewed in the order in which they are received by the Social Commission.

### **ARTICLE 5- CONDITIONS OF AWARD OF ASSISTANCE**

All requests for assistance are subject to means testing as determined by the Social Commission and where a case file has been compiled and submitted by the Association.

5-1- In order to be presented and reviewed by the Social Commission:

- o the application must include all requested supporting documents,
- o the beneficiary must first have applied to all statutory, supplementary or specialist organisations under whose remit they fall and have provided the Association with notices of acceptance or refusal from these organisations,
- o the beneficiary or their representative must have completed a "Letter for the attention of the Social Commission" to inform the members of the Social Commission and allow them to understand the distress being suffered by the beneficiary,
- o if the medical expenses specified in Article 4 have not yet been incurred, the beneficiary must provide two comparative estimates from two practitioners or two different providers charging prices and (or) providing services within the range of average prices.

5-2- In addition, in order to be presented to and reviewed by the Social Commission:

- o the amount awarded in each case cannot exceed a specific percentage of the social fund. This percentage is revised annually on the basis of available funds. The rate is set by amendment to these rules,
- o the funds awarded in the course of one year cannot exceed the amount of the provision set by amendment to these rules. The amount of the provision is reviewed annually.

Given the exceptional nature of the assistance, the Social Commission may only award assistance once per beneficiary throughout the entire duration of their membership of the Association and the insurance policy under which they are insured.

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If a request from the Social Commission remains unanswered by the applicant for more than four months, the case will be automatically closed.

The ruling by the Social Commission is communicated by letter to the beneficiary.

### **ARTICLE 6- CONDITIONS OF PAYMENT**

The payment of assistance is conditioned on the treatment being received within set timescales. Any extension of these timescales is subject to the agreement of the Association and may require a new ruling by the Social Commission.

The amount of assistance provided cannot exceed the amount of costs incurred by the beneficiary.

#### **6-1- Costs not incurred**

Any invoices which do not match the estimates submitted and retained by the Social Commission for the award of assistance will require a new ruling by the Social Commission.

Payment is made to the beneficiary or to a third party proxy.

#### **6-2- Costs already incurred**

Payment is made to the beneficiary or to their legal representatives.

#### **6-3- Checks**

The beneficiary of the assistance must provide, where appropriate, reimbursement statements from the statutory health insurance scheme, the CMU (universal healthcare scheme) or the CMUC (supplementary universal healthcare scheme), supplementary health insurance plans and additional voluntary health insurance plans as well as the amount of assistance received from other organisations.

If an amount is found to differ from that specified in the supporting documents provided with the application, the Social Commission will rule again.

#### **6-4- Cancellation of payments**

Payment will be cancelled if at the time of settlement:

- The insured member:
  - o has cancelled their policy,
  - o has submitted a cancellation request,
  - o has not paid the premium, has been issued with formal notice, has had cover withdrawn or where a debt collection procedure has been implemented, unless the social commission rules otherwise;
- The member has resigned from the Association or has submitted a request to resign from the Association;
- It is found that the beneficiary has received one or more payments from other organisations which were not declared to the Social Commission when making the request

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for assistance. In this case, the application will be subject to a new ruling by the Social Commission.

### **ARTICLE 7- DATA PROTECTION AND FREEDOM OF INFORMATION**

Under the French Data Protection Act n° 78-17 of 6<sup>th</sup> January 1978 and the European Directive 95/46/CE of 24<sup>th</sup> October 1995 on the protection of personal data and privacy, any members having applied for assistance from the social commission may request access to their personal data held on file by the social commission and have this data modified, corrected or deleted by sending a letter together with a copy of proof of identity and specifying their postal address, to the following address: Association des assurés d'APRIL International – Commission sociale, 110 avenue de la République, 75011 Paris.

### **AMENDMENT N°1 – TECHNICAL SPECIFICATIONS OF THE SOCIAL FUND**

#### Article 1: Percentage of maximum award per beneficiary

Each beneficiary may not be awarded an amount greater than the amounts specified below: The maximum award in 2013 for each beneficiary cannot exceed **5%** of the social fund at 31<sup>st</sup> December of the year 2012.

#### Article 2: Provision

The social fund is guaranteed by the creation of a non-releasable provision of the amount specified below:

The 2013 provision is **65%** of the social fund at 31<sup>st</sup> December 2012.

The provision may however be partially released in exceptional circumstances, but may not exceed 50% of its total amount, and must be unanimously approved by the social commission.



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Siège social : 110, avenue de la République – 75011 PARIS

UPDATED ON 10 MAY 2016

**Article 1 – Name**

A non-profit association is formed between adherents to the present articles of association. The association is governed by the Act of July 1, 1901 and the Decree of August 16, 1901 and exists under the name « Association des Assurés d'April International », or the abbreviation « A<sup>3</sup>I ».

**Article 2 – Headquarters**

The headquarters are located in Paris XI, 110 avenue de la République.

The headquarters may be transferred by simple decision of the Board, which has the power to amend the articles for that purpose.

Branch offices may be created abroad by a decision of the Board. The branch offices are governed by the present articles.

**Article 3 – Aims and objectives**

This association aims to study, effect and promote, to the benefit of its members all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to any insurance company.

**Article 4 – Duration**

This association is constituted for an unlimited period. It ceases to exist, however, in the event of voluntary, statutory or judicial dissolution.

**Article 5 – Composition**

The association consists of:

- « Individual » associate members
- « Corporate » associate members
- founding members who are guarantors of the ethics and values upheld by the association. The college of founding members may appoint other founding members. Associate members agree to pay an annual membership fee, the amount of which is set by the board. The following are also members of the association, but without voting rights, as decided by the board:
  - supporting members and individuals or entities having made a donation to the association.
  - Honorary members, individuals or entities appointed in return for services rendered or for having provided moral support to the association.

**Article 6 – Membership**

Membership to the association is subject to eligibility for insurance under one of the agreements concluded by the association and payment of the membership fee.

Membership is conferred on the date of receipt of the application and payment of the membership fee subject to the acceptance under the insurance agreement by the insurer. If membership is denied, the membership fee will be refunded not more than thirty days after notification of refusal by the insurer.

**Article 7 – Resignation, Exclusion and Death**

Membership ceases in the event of:

- death
- resignation submitted by registered letter with proof of receipt addressed to the Chairman joined with a copy of the letter of cancellation of the insurance contracts which were taken out as part of the membership. Such cancellation must meet the conditions stipulated in the contracts
- for legal entities, in the event of liquidation or dissolution
- expulsion by the board for breach of the present articles or if conduct is found to conflict with the financial and moral interests of the association. The membership fee in respect of the current year will be retained by the association.

**Article 8 – Liability of members**

No member of the association, in any capacity whatsoever, will be personally liable for commitments entered into by the association; only assets of the association are answerable.

**Article 9 – Enforceability against members**

Membership of the association forms part of the insurance agreements concluded between the association and the insurers. The content of these agreements, specifying in particular the conditions and consequences of termination of the agreements by the association or by the insurer, is issued to members when they join the association and become members of the plan by means of an information booklet and the general conditions.

**Article 10 – Board of the Association**

1- Composition

The Board consists of 4 member directors. The first directors are appointed at the inaugural general assembly. Thereafter, a third of the board is renewed every five years. New board members appointed by the Board and subject to ratification at the next general meeting. Retiring members may be reappointed. The order of

retirement is determined by the length of the appointment.

More than half of the board is composed of members who do not or did not during the two years preceding their appointment hold any interest or office in the insurance organisation having signed the insurance agreements concluded by the association and who do not or did not during the same period receive any remuneration from these organisations.

Current directors who hold office or receive remuneration from one of the insurance organisations having signed an insurance agreement with the association agree to immediately notify the Chairman by registered letter, with proof of receipt.

If this declaration were to reduce the number of directors who do not or did not during the two years preceding their appointment hold any interest or office in the insurance organization having signed an insurance agreement concluded by the association and who do not or did not during the same period receive any remuneration from these organisations, to less than 51%, the director in question will automatically forfeit his or her role as director and will be replaced in accordance with this article.

In the event of a vacancy arising by reason of death, resignation or other cause, the board will provisionally replace the members. They will be permanently replaced at the next general meeting. The term of office of any member elected in this way will expire on the due expiry date of the term of office of the member they replaced.

In the absence of ratification, the deliberations and actions of the Board during the period since the provisional appointments shall remain valid.

Any person having reached 18 years of age on the day of their election, who is a member of the association and has paid the membership fee is eligible for board membership.

Any new application should be brought to the attention of the Chairman of the board by registered letter which must be received at least thirty days before the date of the general assembly along with:

- A copy of proof of identity
- A sworn declaration that no criminal convictions are held or measures referred to in

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paragraphs 1 to 5 of Article L322-2 of the Insurance Code

- A certificate indicating the existence or absence of any office or remuneration from one of the insurance organisations having signed an insurance agreement with the association.

No-one can be a member of the board of the association, either directly or indirectly or by proxy, administer or manage the association in any capacity, or have the authority to sign on behalf of the association if he or she holds one of the convictions or measures referred to in paragraphs 1 to 5 of Article L322-2 of the Insurance Code.

The board will elect annually from its members by a majority vote, an executive committee comprising: a Chairman, Secretary, Treasurer and, where required, their deputies. Outgoing members of the executive committee may be re-elected. The same person may hold two positions within the executive committee. The Board may be assisted by any person it deems fit, whether or not they are members of the association.

#### 2- Board meetings and deliberations

The board meets as often as the interest of the association require when convened by the Chairman. The board may be convened by any means at his or her convenience. Meetings may be held by telephone conference or by any other means of remote communication. The notice to attend includes a draft agenda. The final agenda is adopted at the opening of the meeting. Only items on the agenda may be put to a vote. The deliberations of the board are minuted and recorded in a register signed by the Chairman and at least one director.

The board will be valid only if more than half the directors are present. Decisions of the board are taken by a majority of the directors present. In the event of a tie, the Chairman has the casting vote.

Any member of the board, who, without reasonable excuse, fails to attend three consecutive meetings, may be excluded by the board, having first been given the opportunity to comment.

#### 3- Powers

The board is vested generally with the widest powers to act on behalf of the association. It sets the amount of the membership fee payable by members of the association.

It can delegate authority to the Chairman or to a member of the executive committee.

#### 4- Functions and powers of the executive committee

The members of the executive committee are specially entrusted with the following responsibilities:

- The Chairman directs the work of the board and is responsible for the running of the association. He or she is the board's legal representative in legal proceedings and in all civil acts. He or she has full authority in this respect. He or she may delegate his or her powers to another director. In his or her absence, the secretary will take his or her place.

- The secretary is responsible for correspondence, in particular for sending out the various notices to attend meetings. He or she drafts the minutes of proceedings and transcribes them in the records. He or she carries out all formalities required by law.

- The treasurer is responsible for managing the association's assets and accounts. He or she collects revenue and makes payments under the supervision of the chairman. He or she submits an annual administration report to the general assembly in order that it may rule on the accounts.

#### 5- Remuneration

Directorships are generally not remunerated. However, attendance fees equivalent to 350€ for participation at each meeting (whether physical or at a distance) will be paid to the directors and expenses and disbursements incurred in the performance of their duties are reimbursed on the basis of documentary evidence. The Chairman does not benefit from attendance fees. The financial report presented at the ordinary general assembly must state the amount of attendance fees paid and the amount of expenses and disbursements reimbursed to directors.

### **Article 11 – General Assembly**

#### 1- Notice to attend

Members of the association who are members on the day of the decision to issue notices to attend meet at least once a year at the ordinary general assembly and as required at an extraordinary general assembly.

Meetings of the general assembly consist of all the association members who have paid the membership fee.

The invitation is personal and precedes by at least thirty days the date set for the meeting of the assembly. The invitation is

valid if extended by the board by letter, email or other means of remote communication.

The Meetings are convened by the chairman of the association. An extraordinary general assembly may be convened at the request of at least 10% of members. In this case, the notices to attend must be sent within eight days of filing the request and the meeting must be held within thirty days of these notices being sent out.

Notices to attend must specify the date, time, place and agenda planned and drawn up by the board. They are prepared at least thirty days prior to the meeting of the general assembly.

Draft resolutions signed by at least one hundred members may also be included on the agenda, if they are sent by registered letter to the Chairman of the Board at least sixty days before the date of the meeting.

Only resolutions passed by the general assembly on items on the agenda will be considered valid.

#### 2- Voting

Members of the association have voting rights and one vote at the General Assembly.

Each individual member can only be represented by another individual member. Corporate members are represented by their legal representative.

Each member has the right to mandate another member or his or her spouse. A single member cannot have more than two votes. The mandate applies to only one general assembly or two if at the first meeting a quorum is not reached, or if two meetings – one ordinary and one extraordinary – are held on the same day.

Blank proxy votes returned to the association are allocated to the Chairman and enable a vote to be held on the adoption of the draft resolutions presented or approved by the board.

#### 3- Holding Assemblies (or meetings of the executive committee)

The presidency of the general assembly is held by the chairman of the board who may delegate his or her authority to another director.

The general assembly cannot validly deliberate unless at least one thousand

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members are present or represented. If, at the first meeting, the general assembly did not reach a quorum, a second general meeting is convened. The meeting can then deliberate validly regardless of the number of members present or represented.

Proceedings are recorded in the minutes, entered in a special register and signed by the chairman and the secretary. The minutes are available at the association headquarters.

An attendance sheet must be completed and signed by each member present and certified by the chairman and the secretary.

All members, including those who are absent, are bound by the decisions of the general assembly within the limits of the powers conferred by the articles.

#### 4- Ordinary General Assembly

At least once a year, members are invited to attend the ordinary general assembly in accordance with the procedure described above.

The general assembly hears:

- the management report prepared by the board covering the operation of the insurance agreements concluded by the association. This report is made available to members who request it;
- the auditor's reports;
- the chairman's report;
- the financial report.

The General Assembly, having deliberated and ruled on various reports, approves the accounts for the previous financial year (calendar year) and deliberates on all other points on the agenda.

It provides for the renewal of board members in accordance with Article 10 of these Articles.

Decisions of the Ordinary General Assembly are adopted by a majority vote. All decisions are taken by a show of hands. For the elections of members of the board, a secret ballot is compulsory.

#### 5- Extraordinary General Assembly

An Extraordinary General Assembly is convened under the conditions defined above. The Extraordinary General Assembly rules on matters within its exclusive jurisdiction: amendments to the Articles, mergers or dissolutions. Decisions must be taken by a two-thirds majority of the members present. Voting is by show of hands.

#### **Article 12 – Rules of Procedure**

A rule of procedure may be established by the board to supplement the statutory provisions.

#### **Article 13 – Resources and Expenditures**

The association's resources consist of:

- contributions from its associate members
- income from property
- sums received in return for services provided by the association
- subsidies or payments authorised by law
- any other resources not prohibited by law.

The expenses of the association consist of all funds necessary for its operation and representation. These are determined by the board or by any other person authorised by the board for this purpose.

#### **Article 14 – Social Fund**

A social fund has been created to be used under the responsibility of the board for the implementation of various measures designed to promote the cohesion and well-being of all members or to provide aid to those members who find themselves in extreme distress. The conditions of use and procedures for administering the social fund are specified in the association rules of procedure.

#### **Article 15 – Dissolution and Liquidation**

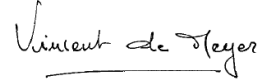
The dissolution of the association or its merger or union with another organisation can only be approved if proposed by the board at an extraordinary general assembly in accordance with the conditions described above. The extraordinary general assembly will appoint one or more liquidators who will be given the widest powers to sell off assets and settle any debts.

In accordance with Article L141-6 of the Insurance code, in the event of the liquidation or dissolution of the association, active membership on the date of the dissolution or liquidation will continue as of right between the insurers and the persons who were previously members of the plan.

#### **Article 16 – Reporting and Publication**

The board shall complete the reporting and publication formalities required by law. All powers are conferred for that purpose to the bearer of an original of these Articles.

**M. Vincent De Meyer**  
**Chairman**



**M. Jean-Claude Gaubert**  
**Treasurer**

