

GENERAL CONDITIONS  
2017

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Ref: AHP Cov

# ASIA HEALTH PLAN

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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) and from 9 am to 6 pm (Bangkok time):

> **Paris** > 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)

> **Bangkok** > Tel: +66 (0) 20 22 91 80 - Fax: +66 (0) 26 45 37 32 - Email: [infobangkok@april-international.com](mailto:infobangkok@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 FOR STAYS OF MORE THAN 24 HOURS:

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

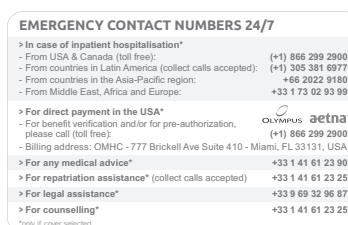
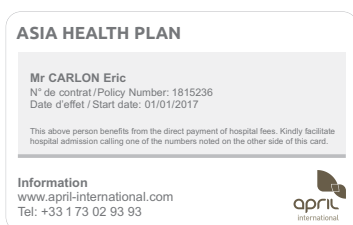
It is essential that *You* contact *Us* before being admitted to hospital. If *You* do not follow this procedure, an *Excess* of 20% will be applied to your reimbursement.

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 8.1.2.

#### To request *Direct payment of hospital charges for stays of more than 24 hours*:

- from countries in the Asia-Pacific zone, call +66 (0) 20 22 91 80,
- from USA and Canada (toll free), call (+1) 866 299 2900,
- from countries in Latin America, call (+1) 305 381 6977,
- 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 8.2).

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. 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 insurance certificate,
- 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 in order to use the services or make a claim (see paragraph 8.1):

- *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.

#### 1.4. 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 8.1.5) and send them to:

###### APRIL International Bangkok

Maneeya Center North, 10<sup>th</sup> Floor, 518/3 Ploenchit Road Lumpini, Pathumwan, Bangkok 10330, THAILAND

OR

###### APRIL International Expat

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

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

##### 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.expat@april-international.com](mailto:claims.expat@april-international.com) (see paragraph 8.1.4). In the event of *Hospitalisation*, please ask your doctor to complete the form called "*Confidential medical certificate*" (see paragraph 8.1.2).

## 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** **ABROAD:** any country covered under the policy outside your *Country of nationality*.
- 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.
- C** **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*.
- E** **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.
- M** **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*.
- M** **MEMBERSHIP CERTIFICATE:** document serving as proof of insurance which *We* issue to the *Member* confirming their cover under the Asia Health Plan 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*, which must not be related to an illness or hospitalisation which occurred before the time of application.
- 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 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.
- 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:** if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct payment of hospital charges with no upfront payment, subject to the review of your *Confidential medical certificate*. *You* can activate this service using 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 benefit 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.
- 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:

- F FAMILY MEMBER:** your *Spouse*, child, brother, sister, father, mother, parents-in-law, grandchildren, grandparents or legal guardian residing in your *Country of nationality*.  
**FRIEND:** any 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 Asia Health Plan policy and residing outside their *Country of nationality*. In the case of family membership, as long as they are residing in your *Host country*, the following are also insured:
  - your *Spouse*,
  - your unmarried dependent children up to age 31.
 Children under 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.

## 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.

These benefits can be selected independently.

### 3.2. WHERE ARE YOU COVERED?

#### For medical expenses:

Cover is valid for a year at a time in the following countries: Cambodia, Indonesia, Laos, Malaysia, the Philippines, Taiwan, Thailand and Vietnam.

The cover is also valid for the entire duration of the policy while traveling to Europe (excluding United Kingdom and Switzerland), as well as in your *Country of nationality* if it is located in this area. For the purposes of this policy the following countries are included in the Europe zone: Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (metropolitan France and *F.O.D.R.*), Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Turkey, Ukraine and the Vatican.

If your *Country of nationality* is located outside of the Europe zone as defined above, the cover applies during stays of less than 90 consecutive days in the event of *Accident* or *Sudden illness*. Cover is extended to the rest of the world (excluding the Bahamas, Canada, the United States, Japan and Switzerland) in the event of an *Accident* during stays of less than 60 consecutive days.

#### For repatriation assistance:

Cover is valid for a year at a time in the zone comprising the following countries: Cambodia, Indonesia, Laos, Malaysia, the Philippines, Taiwan, Thailand and Vietnam. It also applies during stays of no more than 90 consecutive days worldwide.

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

**As a result of heightened tension, cover in certain countries is excluded.** A comprehensive list of temporarily excluded countries can be consulted on [www.april-international.com](http://www.april-international.com) or by calling *Us* on +33 (0)1 73 02 93 93 or by email at [info.expats@april-international.com](mailto:info.expats@april-international.com). The list of excluded countries 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 policy:
  - under 71 years old for repatriation assistance benefits,
  - under 66 years old for medical expenses benefits,
- reside in one of the following countries (other than your *Country of nationality*): Cambodia, Indonesia, Laos, Malaysia, the Philippines, Taiwan, Thailand and Vietnam for the duration of the policy,
- have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of three months before the *Effective date* of policy.

**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 medical expenses cover:

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

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.

Membership rests on your declarations and those of the *Member* and on the good faith of both 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 the 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 completed application (including the Application form and the 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 the policy subject to the application of the following *Waiting periods* for medical expenses cover:

- 3 months for any treatment and medical care (except in case of *Accident* or medical emergency),
- 6 months for expenses for dental treatment,
- 6 months for physiotherapy, chiropractics and acupuncture,
- 10 months for maternity costs.

**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 maternity cover) if *You* can prove that *You* had medical expenses cover equivalent to or greater than the Asia Health Plan 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 under this policy is effective for a period of 12 months. It is renewed automatically on the anniversary date of your policy, for a period of one year, as long as the agreements remain in force. *You* can renew your medical expenses cover each year, regardless of your age, your state of health or the level of your medical expenditure. *You* are therefore covered for the period of your choice meaning that the insurer may not cancel your policy other than in the circumstances listed in paragraph 5.4.

Three months before each annual renewal date, *We* will inform the *Member* of any changes to the benefits, levels of reimbursement, exclusions and terms and conditions of management of the policy, and any changes in pricing.

The level of the *Premium* may change on the anniversary date of your policy depending on your age, your *Host country* and the level of your cover or *Excess*.

Any changes to the proposed cover or the terms and conditions of management of the policy will take effect on the anniversary date of the policy.

If *You* do not respond within 30 days, the policy will be automatically renewed for one year, subject to receipt of the corresponding payment.

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

- a) in the event of cancellation by the *Member* on the annual renewal date (anniversary date of the policy) within 30 days of receipt of the new conditions of cover, the *Member* has the right to cancel any of the individual benefits which make up the policy;
- b) if the *Premium* is not paid (see paragraph 6.3);
- c) in the event of termination of the plan by the insurer on the annual due date;
- 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 termination takes effect on the first day of the month following reception of the written notification by our Customer Service;
- f) once *You* reach the age of 71 for repatriation assistance cover.

#### **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 applied for cover via a distance contract (by telephone or by internet):**

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

**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 19 or send a letter using the following template:

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

In the event of cancellation, the Member is only required to pay the Premium corresponding to the period of exposure to the risk with this period being calculated up to the date of cancellation. We are required to reimburse the balance to the Member within thirty days of 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 level of the Premium changes each year on the anniversary date of the policy based on the age of the Insured.

The age of the Insured which is used to calculate the Premiums in the first year is the age of the Insured on the Effective date of the policy. For each subsequent year, the age of the Insured used to calculate the Premium is the age of the Insured on the anniversary date of the policy.

Any taxes payable by the Member are included in the Premium. Any change in the rate of these taxes will lead to a change in the amount of the Premium.

The level of the Premium may change on the anniversary date of the policy based on the claims history of the insured group. The composition of the group reflects age, occupation, country of residence and the benefits and options selected.

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 US dollars (USD) annually, twice-yearly or quarterly according to the payment method selected by the Member and shown on their Application form:

- credit or debit card,
- bank transfer (costs of bank transfer are the responsibility of the Member).

### 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 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 does 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. AMENDMENTS TO YOUR POLICY

### 7.1. 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), however any amendment to the level of annual *Excess* will only take effect on the anniversary date of the policy. Our Customer Service can be contacted on tel: +33 (0)1 73 02 93 93 or by email: [customerservice.expat@april-international.com](mailto: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. If a different option is selected in medical expenses cover during the period of membership, the lump sums 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.**

### 7.2. 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 last place of residence figuring in our records will take effect**) as well as in the case of occupational change or termination of employment.

## 8. 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*.

### 8.1. 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.**

#### 8.1.1. TYPE AND LEVEL OF REIMBURSEMENTS

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*.

Choose from two medical expenses options depending on your requirements: ESSENTIAL and COMFORT.

Expenses are reimbursed item per item depending on the cover selected and shown on your *Membership certificate*, in accordance with the benefits schedule.

Upon subscription, *You* can choose to reduce your *Premium* by selecting an annual *Excess* of USD 500, USD 1,500 or USD 5,000, applied to hospitalisation expenses only.

For medical expenses invoiced in a currency other than the USD, 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.

The option and level of annual *Excess* 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.**

## BENEFITS SCHEDULE

| OPTIONS   | ESSENTIAL  | COMFORT  |
|---|--|--|
| <b>HOSPITALISATION*:</b> <i>Waiting period 3 months** (cancelled in case of Accident or medical emergency)</i>  |  |  |
| <b>UPPER LIMIT OF REIMBURSEMENT PER INSURANCE YEAR PER INSURED INDIVIDUAL</b>   | <b>USD 500,000</b>   | <b>USD 1,000,000</b>   |
| Medical, surgical <i>Hospitalisation</i> or <i>Day hospitalisation</i> :<br>Transfer by ambulance (if hospital charges covered by APRIL International)<br>Hospital room and board<br>Medical and surgical fees<br>Pathology, diagnostic tests and drugs<br>Medical procedures | 100% of <i>Actual costs</i>  | 100% of <i>Actual costs</i>  |
| Standard private room   | 100% of <i>Actual costs</i> , within the limits of <i>Reasonable and customary costs</i> | 100% of <i>Actual costs</i> , within the limits of <i>Reasonable and customary costs</i> |
| <i>Direct payment of hospital charges during approved Hospitalisation for more than 24 hours</i>  | provided on request 24 hours a day, if <i>Prior agreement</i> has been obtained          | provided on request 24 hours a day, if <i>Prior agreement</i> has been obtained          |
| Parent accommodation  | 100% of <i>Actual costs</i> , up to 10 days per year (for children <b>under 18</b> )     | 100% of <i>Actual costs</i> , up to 10 days per year (for children <b>under 18</b> )     |
| Cancer treatment (chemotherapy and radiotherapy)  | 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>  |
| Organ transplant  | 100% of <i>Actual costs</i> , up to <b>USD 200,000</b> per year                          | 100% of <i>Actual costs</i> , up to <b>USD 200,000</b> per year                          |
| Pre and post <i>Hospitalisation</i> treatment (incurred within 30 days before admission, and 90 days following hospital discharge)  | 100% of <i>Actual costs</i> , up to <b>USD 3,000</b>                                     | 100% of <i>Actual costs</i> , up to <b>USD 3,000</b>                                     |
| Treatment in a specialist re-education unit following <i>Hospitalisation</i> covered by APRIL International   | 100% of <i>Actual costs</i> , up to <b>USD 2,500</b> per year                            | 100% of <i>Actual costs</i> , up to <b>USD 5,000</b> per year                            |
| Home care***  | 100% of <i>Actual costs</i> , up to 182 days per year                                    | 100% of <i>Actual costs</i> , up to 182 days per year                                    |
| Emergency dental treatment following an <i>Accident</i>   | 100% of <i>Actual costs</i> , up to <b>USD 50,000</b> per year                           | 100% of <i>Actual costs</i> , up to <b>USD 50,000</b> per year                           |

\* All periods of *Hospitalisation* (excluding *Day hospitalisation*) are subject to *Prior agreement*. An *Excess* of 20% will be applied if *You* do not follow this procedure before your admission to hospital.

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

\*\*\* Requires a *Prior agreement* if more than 20 visits are prescribed per *Insurance year* (see paragraphs 8.1.2 and 8.1.4).

| OPTIONS  | ESSENTIAL   | COMFORT                     |
|--|-------------|-----------------------------|
| <b>MATERNITY*:</b> <i>Waiting period 10 months</i>                                   |             |                             |
| UPPER LIMIT OF REIMBURSEMENT PER <i>INSURANCE YEAR</i> PER <i>INSURED INDIVIDUAL</i> | —           | <b>USD 5,000</b>            |
| Pre and post natal treatment   | not covered | 100% of <i>Actual costs</i> |
| Delivery   | not covered | 100% of <i>Actual costs</i> |

**OUTPATIENT MEDICAL EXPENSES:** *Waiting period 3 months\*\* (cancelled in case of Accident or medical emergency, except for physiotherapy, chiropractor treatment and acupuncture)*

|  |             |   |
|--|-------------|---|
| UPPER LIMIT OF REIMBURSEMENT PER <i>INSURANCE YEAR</i> PER <i>INSURED INDIVIDUAL</i> | —           | <b>USD 5,000</b>  |
| Consultations with general practitioners   | not covered | 100% of <i>Actual costs</i>   |
| Consultations with specialists   | not covered | 100% of <i>Actual costs</i>   |
| Diagnostic tests, X-rays, scans, EKG   | not covered | 100% of <i>Actual costs</i>   |
| Prescription drugs   | not covered | 100% of <i>Actual costs</i>   |
| Physiotherapy and chiropractor treatment<br><i>Waiting period 6 months**</i>         | not covered | 100% of <i>Actual costs</i> , up to <b>USD 60</b> per session, up to 15 sessions per year |
| Acupuncture<br><i>Waiting period 6 months**</i>                                      | not covered | 100% of <i>Actual costs</i> , up to <b>USD 45</b> per session, up to 10 sessions per year |
| External prosthetics   | not covered | 100% of <i>Actual costs</i> , up to <b>USD 1,000</b> per year                             |
| Health check-up  | not covered | 100% of <i>Actual costs</i> , up to <b>USD 500</b> per year (every 2 years)               |

**DENTAL CARE:** *Waiting period 6 months\*\**

|  |             |   |
|--|-------------|---|
| UPPER LIMIT OF REIMBURSEMENT PER <i>INSURANCE YEAR</i> PER <i>INSURED INDIVIDUAL</i> | —           | <b>USD 1,000</b>  |
| Routine oral examination (including scaling & polishing)                             | not covered | 100% of <i>Actual costs</i> , up to <b>USD 100</b> per year (once per year) |
| Basic dental services: extraction, amalgam filling, X-rays, periodontal scaling      | not covered | 100% of <i>Actual costs</i>   |

\* Requires a *Prior agreement* (see paragraphs 8.1.2 and 8.1.4).

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

### 8.1.2. WHAT TO DO IF YOU ARE HOSPITALISED

#### **Prior agreement**

#### **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.expats@april-international.com](mailto:info.expats@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:

#### **> Paris office**

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

#### **> Bangkok office**

- by fax: +66 (0) 26 45 37 32,
- by email: [infobangkok@april-international.com](mailto:infobangkok@april-international.com),
- by post: Maneeya Center North, 10<sup>th</sup> Floor, 518/3 Ploenchit Road, Lumpini, Pathumwan Bangkok 10330, THAILAND.

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 for stays of more than 24 hours:**

Once *You* have obtained a *Prior agreement*, *We* can make a *Direct payment of your hospital charges* of more than 24 hours 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 of more than 24 hours 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 countries in the Asia-Pacific zone, call +66 (0) 20 22 91 80,
- from the USA and Canada, call (+1) 866 299 2900 (toll free),
- from countries in Latin America, call (+1) 305 381 6977,
- 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 8.1.5. to find out how to claim for reimbursement of the bill *You* have settled.

### 8.1.3. HOW TO REQUEST THE COMPULSORY SECOND MEDICAL OPINION SERVICE

This service is free and available to all *Insureds* under the policy. It is compulsory if *You* are having scheduled medical treatment or surgery costing more than USD 2,000.

To use the service, simply contact our *Medical team*: they will arrange a medical appointment and get back to *You* as quickly as possible to confirm the details. After the appointment, *You* must send *Us* the doctor's medical report so that our *Medical team* can advise on how best to proceed in your situation.

*You* need to access this service before starting the procedures or treatment by contacting *Us*:

- either by phone on +33 (0)1 73 02 93 99,
- or by email at [hospitalisation.expats@april-international.com](mailto:hospitalisation.expats@april-international.com).

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

### 8.1.4. 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* and provide an itemised estimate.

The form *Request for prior agreement* 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.expats@april-international.com](mailto:info.expats@april-international.com).

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

- *Hospitalisation*,
- maternity costs,
- courses of treatment, in particular nursing at home, if more than 20 visits are prescribed per *Insurance year*.

For pregnancy, please send *Us* a document confirming your condition.

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

**APRIL International Bangkok**

Maneeya Center North, 10<sup>th</sup> Floor  
518/3 Ploenchit Road  
Lumpini, Pathumwan  
Bangkok 10330, THAILAND  
Email: infobangkok@april-international.com

**OR**

**APRIL International Expat**

Service Remboursements  
110, avenue de la République  
CS 51108  
75127 Paris Cedex 11, FRANCE  
Email: claims.expat@april-international.com

### 8.1.5. 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 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.expats@april-international.com](mailto:info.expats@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 Bangkok**

Maneeya Center North, 10<sup>th</sup> Floor  
518/3 Ploenchit Road  
Lumpini, Pathumwan  
Bangkok 10330, THAILAND

**OR**

**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 bank transfer in USD:

- for reimbursements up to the equivalent of USD 400\*, bank charges will be shared,
- for reimbursements over the equivalent of USD 400\*, *You* will be responsible for all bank charges.

\* This amount can be adjusted to be in line with the EUR/USD conversion rate.

To guarantee safe receipt of your reimbursement, *We* do not issue cheques in USD.

**Reimbursements will only be made if the procedures outlined in paragraph 8.1 are followed.**

If *You* have opted for an annual *Excess*, and if the amount of your medical expenses (eligible under this policy) does not exceed the amount of the *Excess* selected, *We* will ask the hospital to issue two invoices:

- a first invoice made out to *You* corresponding to the level of *Excess* *You* selected, net of the medical expenses which, according to our records, *You* have already incurred,
- a second invoice made out to *Us* for the amount still to be paid.

In all cases, *You* should always send *Us* the medical bills for any healthcare expenses incurred so that *We* can calculate the amount of *Excess* *You* have used.

## 8.2. 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:

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

### 8.2.1. 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.

### 8.2.2. 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 to your home in your *Country of nationality* (or in your country of origin, if different) or your residence 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.**

### 8.2.3. 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 arrange and pay for their accommodation costs (room and breakfast only) for **up to 10 nights at a rate of USD 115 per night.**

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

#### 8.2.4. 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 your country of origin, if different).

APRIL Assistance will cover any post mortem care, the casketing and transportation requirements.

The expenses for the coffin related to transportation organised by the assistance service are covered up to a **maximum of USD 2,200**.

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.

#### 8.2.5. 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 on site at the time of his death.

#### 8.2.6. 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. WHAT IS NOT COVERED BY YOUR POLICY

### 9.1. *EXCLUSIONS* AND LIMITATIONS WHICH APPLY TO MEDICAL EXPENSES COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 9.3 below, the following are excluded and limited 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 such as telephone and television charges in the event of *Hospitalisation* or excessive, unreasonable or unusual expenses in the country in which they were incurred;
- transportation expenses other than an ambulance to the nearest, most appropriate medical centre;
- psychologist consultations;
- psychotherapy, psychoanalysis, mental illness, depression or anxiety treatments, psychiatric care (*Hospitalisation*, consultations, medication...);
- 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;
- the treatment of eating disorders;
- pedicure;
- 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;
- growth hormones;
- operations and treatments related to sex change;
- optical charges;
- self-harm;
- any expenses not required medically;
- stays in a nursing home and a convalescent home;
- any pharmaceutical product purchased without a prescription;
- medical auxiliaries services (other than physiotherapy and chiropractics treatment);

- dental implants and dentures and all orthodontic treatment;
- the cost of prostheses, except for external prosthetics covered under the Comfort option, up to the limits indicated in the benefits table;
- pre-natal classes;
- thermal cures and thalassotherapy;
- the cost of vaccination;
- surgery on the temporo-mandibular joint;
- any treatment related to infertility or fertility;
- medicines and treatments to support smoking cessation;
- laser eye surgery (including the correction of myopia) and the treatment of cataracts;
- treatment not recognised by the *Medical authorities* of the country in which it is dispensed;
- preventive treatments;
- supplies which are not essential to the diagnosis or treatment of the disease.

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

In addition to the *Exclusions* common to all cover outlined in paragraph 9.3 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.

## 9.3. 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;
- the consumption of alcohol by the *Insured*, particularly in the event of a road traffic accident;
- the consumption or use of alcohol, drugs or narcotics listed in the French Public Health Code, without a medical prescription;
- 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 L113.8 and L113.9 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*.**

## 10. GENERAL PROVISIONS

### 10.1. 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:**

optional group insurance plan with Groupama Gan Vie (plan number 219/863685), a public limited company with fully paid capital of €413,036,043, registered with Companies House in Paris under number 340 427 616 (APE code: 6511Z), located at 8-10, rue d'Astorg, 75383 Paris Cedex 8, FRANCE;

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

optional group insurance plan with CHUBB (plan number FRBBBA01857), 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: 660 E).

The administration of these plans is delegated to APRIL International Expat, simplified joint-stock company with capital of €200,000, an insurance broking and administration company registered with Companies House in Paris under number 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.

### 10.2. LEGAL:

The bodies responsible for regulating insurance activities are:

- for medical expenses: 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: 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 Asia Health Plan plan is evidenced by the Application form, the 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.

### 10.3. 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.

If your action against the insurer arises from a third party's recourse, the limitation period shall run 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.

#### **10.4 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.

#### **10.5. 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.

#### **10.6. 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 Groupama Gan Vie (8-10 rue d'Astorg, 75383 Paris Cedex 8, FRANCE) and CHUBB (Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, 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 10.7).

#### **10.7. 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 APRIL International Expat, *You* do not want to be contacted by cold-callers, *You* can opt out by writing to OPPOSETEL at 92-98, boulevard Victor Hugo 92110 Clichy, 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 APRIL International Expat at the above address.

In order to meet our legal obligations, *We* are implementing 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: **ASIA HEALTH PLAN Ref. AHP 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.expats@april-international.com](mailto:info.expats@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° FR6030970727



## **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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Headquarters: 110, avenue de la République – 75011 PARIS

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.

**ARTICLES OF ASSOCIATION**  
**ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**  
Association régie par la Loi du 1<sup>er</sup> juillet 1901 et par le décret du 16 août 1901.  
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

**ARTICLES OF ASSOCIATION**  
**ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**  
Association régie par la Loi du 1<sup>er</sup> juillet 1901 et par le décret du 16 août 1901.  
Siège social : 110, avenue de la République – 75011 PARIS

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

**ARTICLES OF ASSOCIATION**  
**ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**  
Association régie par la Loi du 1<sup>er</sup> juillet 1901 et par le décret du 16 août 1901.  
Siège social : 110, avenue de la République – 75011 PARIS

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**

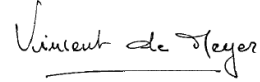
The dissolution of the association or its merger or union with another organisation can only be approved if proposed by the board at an extraordinary general assembly in accordance with the conditions described above. The extraordinary general assembly will appoint one or more liquidators who will be 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**

