



# Expat Student

General conditions 2022-2023

Ref: ExS Cov

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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.  
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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. DEFINITIONS

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

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

- A ACCIDENT:** any physical injury not intended by the victim, which is the result of a sudden action with an external cause. Pursuant to Article L1315 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between the *Accident* and the costs incurred.
- C CLAIM:** event, illness or *Accident* giving rise to payment during the life of the policy.  
**COUNTRY OF NATIONALITY:** the country shown on your passport or on any other official identity document under the heading "nationality".  
**COUNTRY OF DESTINATION:** main country of residence during your stay *Abroad*.
- D DEPENDENT CHILD:** dependent child for tax purposes under the age of 18 inclusive.
- E EFFECTIVE DATE (or membership date):** date on which the policy takes effect. It is specified on the *Insurance certificate*.  
**EXCESS:** sum for which *You* are responsible in the settlement of a *Claim*.  
**EXCLUSIONS:** that which is not covered by the insurance contract. All contracts include exclusions from cover.
- I INSURANCE CERTIFICATE:** document serving as proof of insurance, which *We* issue to the *Member* confirming their cover under the Expat Student policy and specifying the *Insured*, the *Effective date* and the cover selected. The *Insurance certificate* reflects the special conditions of the policy.  
**INSURANCE YEAR:** period of twelve consecutive months that separates the two anniversary dates of the *Effective date* of the policy.  
**INSURED, "YOU":** all individuals covered under this policy. That is, *You* and the members of your family who meet the conditions of insurance. They are specified on the *Insurance certificate*. The members of your family are your *Spouse* and *Dependent children*.
- M MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.  
**MEMBER:** individual or company who is a member of this group plan effected by "l'Association des Assurés d'APRIL International" and who pays the *Premium*.
- 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.  
**PUPIL / STUDENT:** an individual enrolled in an educational establishment in their *Country of destination* who is in possession of a student card or can produce a certificate of attendance at school or university.
- R RENEWAL DATE OF THE POLICY:**  
For memberships prior to 1 October 2022, the renewal date of your policy is 1 October.  
For memberships after 1 October 2022, the renewal date of your policy is its anniversary date, i.e. one year to the day after you enrolled in the policy.  
**REPORTED ACCIDENT:** an *Accident* recorded by a competent authority present at the scene (police, firefighters or paramedics) where a certificate was issued specifying the circumstances of the incident, the nature of the injury and the date of the *Accident*.
- 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. The *Spouse* also has to reside outside their *Country of nationality* for the duration of the contract.  
**SUDDEN ILLNESS:** any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.
- U US/WE:** APRIL International Care France.

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

- A ACTUAL COSTS:** total medical expenses charged to *You*.
- C COMPLICATIONS OF PREGNANCY AND CHILDBIRTH:** these are complications that arise during the prenatal period of pregnancy and, in this context, will be covered in the following cases: ectopic pregnancy, gestational diabetes, pre-eclampsia, miscarriage, risk of miscarriage and stillbirth or hydatidiform mole. The following pathologies are also covered if they appear during childbirth and require an obstetric procedure: postpartum haemorrhage and retained placenta.  
**CONFIDENTIAL MEDICAL CERTIFICATE:** medical questionnaire to be completed by your doctor and returned to *Us* before *You* are admitted to hospital (or as soon as possible following an *Accident* or in case of emergency) in order to obtain our *Prior agreement*. An *Excess* of 20% will be applied to your reimbursement if *You* do not follow this procedure.
- D DAILY HOSPITAL CHARGE:** portion of daily hospital charges in France not covered by French Social security.  
**DAY HOSPITALISATION:** hospitalisation of less than 24 hours where *You* are allocated a bed but do not stay overnight.  
**DIRECT PAYMENT OF HOSPITAL CHARGES:** *You* may be eligible for direct payment of hospital charges (*Hospitalisation* for

more than 24 hours or *Day hospitalisation*) with no upfront payment, subject to the review of your *Confidential medical certificate*. You can activate this service by calling the emergency contact numbers listed in paragraph 11.

- 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*.
- P PRIOR AGREEMENT:** certain types of treatment or procedures are subject to the *Prior agreement* of our Medical Examiner. Before starting any treatment, You will therefore have to send Us an itemised estimate of costs and a form called "*Request for prior agreement*". In the event of *Hospitalisation*, please ask your doctor to complete the form called "*Confidential medical certificate*".
- R REASONABLE AND CUSTOMARY COSTS:** medical expenses are considered to be reasonable and customary if they do not exceed the rates normally charged for an identical service or treatment in the location in which they are incurred. We have been continually compiling reference prices basis for over 20 years and our databases are updated every year.  
**REQUEST FOR PRIOR AGREEMENT:** form completed by your doctor allowing You to obtain our *Prior agreement* before commencing certain procedures or treatments.
- V VACCINES COVERED UNDER THE POLICY:** Cholera, Covid-19, Hepatitis A, Hepatitis B, Hepatitis C, Japanese encephalitis, Leptospirosis, Meningitis, Rabies, Rotavirus (gastro-enteritis), Tick-borne encephalitis, Tuberculosis, Typhoid fever and Yellow fever.
- W WAITING PERIOD:** period defined under the policy during which no *Claims* will be paid. The *Waiting period* begins on the *Effective date* of the policy, mentioned on the *Insurance certificate*.

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

- A ACT OF TERRORISM OR SABOTAGE AND ATTACKS:** any clandestine action with an ideological and/or political motive carried out by individuals or groups directed against persons or public or private entities in order to:
- carry out a criminal action intended to harm the lives of others ;
  - alarm the population and create an atmosphere of general insecurity ;
  - disrupt public transport or the operation of businesses or institutions manufacturing or processing goods or providing services.
- ASSAULT:** any bodily injury suffered involuntarily by the *Insured*, resulting from the deliberate, sudden and brutal action of another person or group of persons.
- F FAMILY MEMBER:** your *Spouse*, child, grandparents, brother, sister, father, mother or your legal guardian residing in your *Country of nationality*.
- FRIEND:** any person designated by You or one of your dependants residing in your *Country of nationality*.
- M MEDICAL TEAM:** structure adapted to each individual case and defined by the liaison doctor at Europ Assistance.
- S STABILISATION:** stabilisation of the state of health of the victim of an *Accident* or person suffering from an *Illness*.

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

- B BODILY INJURY:** damage causing a person physical harm.
- C CONSEQUENTIAL DAMAGE:** damage other than *Bodily injury* and *Material damage* which is the direct and immediate consequence of insured *Bodily injury* or *Material damage*.
- M MATERIAL DAMAGE:** damage causing harm to the structure or substance of the thing and resulting from an insured event.
- P PERSONAL LIABILITY:** legal obligation of all persons to remedy damage they cause to others.

### 1.5. DEFINITIONS WHICH APPLY SPECIFICALLY TO BAGGAGE COVER:

- B BAGGAGE:** the *Insured's* travel bags and suitcases and the personal effects and items contained in them as well as any items which have been checked in with a carrier.
- V VALUABLES:** works of art and collector's items, silverware, watches, jewellery, precious stones and pearls, valuable paintings, furs, video recorders and other photographic equipment and accessories, binoculars, mobile phones and laptop computers and other hi-fi or IT equipment.

### 1.6. DEFINITIONS WHICH APPLY SPECIFICALLY TO PERSONAL ACCIDENT COVER:

- B BENEFICIARY:** natural person who receives *Compensation* or money from the insurer.
- C COMPENSATION:** sum paid to repair damages or injuries suffered by yourself.
- (TOTAL OR PARTIAL) DISABILITY:** disability immediately subsequent to an *Accident* making it totally or partially physically impossible (as medically verified and recognised by the insurer) for You to carry out the normal exercise of your profession or another profession with conditions equivalent to the one You had before stopping work after the *Accident*/to continue with the course in which You are enrolled, or your *au pair* placement.
- P PERSONAL ACCIDENT:** benefit providing the payment of a lump sum if You die or become disabled as the result of an *Accident*.

### 1.7. DEFINITIONS WHICH APPLY SPECIFICALLY TO TUITION INSURANCE:

- E EXAMINATIONS AND ACADEMIC COMPETITIONS:** a test which a *Pupil* or *Student* takes in order to assess their skills and enable them to move up to the next level.

- F FAMILY MEMBER:** your *Spouse*, child, brother, sister, father, mother, parents-in-law or your legal guardian residing in your *Country of nationality*.
- R REPEAT YEAR:** the requirement for a *Pupil* or *Student* to repeat a year of study:
  - following *Hospitalisation* during the period of the *Examination* or *Academic Competition* or within the preceding 10 days,
  - following the accidental death of a *Family member* during the period of the *Examination* or *Academic Competition* or occurring during the 10 preceding days.
- S SCHOOL FEES:** the annual amount of enrolment fees and the cost of board or half board charged to the *Insured* or to their financial guarantor.

## 2. POLICY BENEFITS AND TERRITORIALITY

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

Membership of the plan provides You with the following cover:

- reimbursement of medical expenses from the 1<sup>st</sup> euro spent or as a top up of the French Social security,
- repatriation assistance cover,
- *Personal liability* private capacity, internships and tenant's liability,
- legal and psychological assistance,
- baggage and personal effects insurance,
- travel incident insurance,
- *Personal accident*,
- interruption of stay and tuition insurance.

### 2.2. WHERE ARE YOU COVERED?

There are three zones of cover available depending on your *Country of destination*:

**Zone 0:** Mexico and the United States

**Zone 1:** Canada, China, Hong Kong, Singapore, Switzerland, and United Kingdom.

**Zone 2:** All countries not listed in zone 0 and 1.

You are covered in the pricing zone which includes your *Country of destination*.

**In pricing zone 0:** You are covered for a year at a time worldwide, including in your *Country of nationality* during temporary return visits of less than 90 consecutive days between two stays in the *Country of destination*.

**In pricing zone 1:** You are covered for a year at a time in the countries of zones 1 and 2, including in your *Country of nationality* for temporary return visits of less than 90 consecutive days between two stays in the *Country of destination*. You are covered in pricing zone 0 only in the event of *Accidents* and *Sudden illnesses* during temporary visits of less than 90 consecutive days between two stays in the *Country of destination*.

**In pricing zone 2:** You are covered for a year at a time in the countries of zone 2, including in your *Country of nationality* for temporary return visits of less than 90 consecutive days between two stays in the *Country of destination*. You are covered in pricing zones 0 and 1 only in the event of *Accidents* and *Sudden illnesses* during temporary visits of less than 90 consecutive days between two stays in the *Country of destination*.

For CFE (Caisse des Français de l'Étranger) or French Social Security top-up cover, be a member of the CFE and be covered under this scheme for illness/maternity or be covered by French Social Security (or an equivalent French scheme) for the duration of the plan.

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

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

## 3. WHO IS COVERED BY THE POLICY?

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

- have between 12 and 40 years of age during the entire period of cover;
- reside outside of your *Country of nationality* for the duration of the policy;
- be a *Student* or *Pupil* status for the entire duration of the policy or be living with a host family on an au pair placement;
- produce a photocopy of your current student card or certificate of attendance at school or university before 31<sup>st</sup> October of each *Insurance year* or a copy of the contract with the host family for au pair placements;
- have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of six months before the *Effective date* of cover.

For CFE (Caisse des Français de l'Étranger) or French Social Security top-up cover, be a member of the CFE and be covered under this scheme for illness/maternity and by the CFE's occupational accidents scheme or be covered by French Social Security (or an equivalent French scheme) for the duration of the plan

**Members of your family can also be covered under this policy (if they are listed on your *Insurance certificate*), providing the aforementioned conditions are met, namely:**

- your *Spouse*, if they also have *Student* or *Pupil* or *au pair* status, are themselves living outside their *Country of nationality* for the entire duration of the policy and are legally adult,
- your *Dependent children*.

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

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

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

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

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

Your membership of the Insurance Agreement is subject to prior acceptance by APRIL International Care France.

Your date of enrolment corresponds to the benefits effective date which You specified in your application form. It can be no earlier than the day following receipt of the completed and signed Application form, subject to the suspensive condition of payment of the first *Premium*.

If your application requires a medical review, your policy will begin at the earliest on the day following your medical approval. If you have opted for cover as a top-up to the CFE or French Social Security, your cover is subject to you being eligible for benefits from your basic scheme.

This date is shown on the Insurance certificate which can be accessed securely in your Customer Zone.

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

The benefits take effect for each of the *Insured* on the *Effective date* of the policy subject to the application of a 10-month *Waiting period* for maternity-related costs covered under healthcare.

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

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

Membership of this policy is effective for a period ending each year on the *Renewal date of the policy*. It is renewed automatically on the *Renewal date of the policy* for a period of one year and for as long as the plans remain in force, provided that You and each member of your family meet the conditions of insurance (see paragraph 4).

The maximum duration of cover is 6 years.

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

- a) if the *Member* cancels at the annual *Renewal date of the policy* by registered letter at least 2 months before this date.
- b) if the *Premium* is not paid (see paragraph 6.3);
- c) in the event of termination of the plan by the insurer or by "l'Association des Assurés APRIL" on the annual due date (in this case the Association will inform each *Member*);
- d) when You no longer meet the conditions of insurance (see paragraph 4);
- e) after 6 years of insurance;
- f) in the event of termination by the *Member*, at any time after twelve (12) months of membership. Your termination will take effect one month from the date of receipt of your notification and should be sent to APRIL International Care France:
  - by ordinary or registered mail to the following address: Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE
  - by using the contact form available from your Customer Zone and selecting "Ask for a termination";
  - or by email to [care@april-international.com](mailto:care@april-international.com);
- g) in cas of false declaration, following information below.

In the event of termination by the insurer or the Association as per subsection c) above, the insurer agrees to maintain, at the *Member's* request, medical expenses cover equivalent to that in force on the date of termination.

#### **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.**

#### **4.5. 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 L112-9-1 of the French Insurance Code apply: "Any person who is canvassed at their home or residence or place of work, even if this visit was at their own request, and who signs an insurance proposal or contract for a purpose which is not related to their commercial or professional activity, may cancel this agreement by sending a letter by recorded delivery with proof of receipt during a period of 14 days from the day of signature of the agreement without requiring to specify the reason for the cancellation or being subject to penalties. (...). As soon as they become aware of any circumstances which give rise to a claim under the policy, the policyholder loses this right to cancel."

##### **If the *Member* has entered into a distance contract (on phone or Internet):**

The *Member* may cancel the contract within 14 days of entering into the insurance contract.

##### **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 Care France - Service courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE .

To do this, simply complete the waiver form available on page 26 or and send a letter using the following template:

"I, the undersigned..... (first name, surname, address), wish to cancel my Expat Student 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.

## **5. PREMIUMS**

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

### **5.1. HOW IS YOUR PREMIUM CALCULATED?**

The *Premium* increases each year on the *Renewal date of the policy* in line with the age of the *Insured*.

The age of the *Insured* used to calculate the first year's *Premium* is the age of the *Insured* on the *Effective date* of the policy. For each following year, the age of the *Insured* used to calculate the *Premium* is the age of the *Insured* each year on the *Renewal date of the policy*.

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

The *Premium* is payable on an individual basis for each insured family member.

The *Premium* may increase each year on the *Renewal date of the policy* depending on the claims history of the insured group. The composition of the group takes into account the age and the *Country of destination*.

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

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

### **5.2. PAYMENT METHODS:**

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

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

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

### **5.3. WHAT HAPPENS IF THE PREMIUM IS NOT PAID?**

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



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

Please note that failure to pay the *Premium* and the subsequent termination of the policy 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.

## 6. HOW TO AMEND YOUR POLICY

### 6.1. HOW TO AMEND YOUR POLICY:

Any changes to your insurance cover are subject to the prior agreement of the insurers. If approved, they will take effect no earlier than 30 days following receipt of the request to make the change.

Our Customer Service can be contacted on tel: +33 (0)173 02 93 93 or by email: customerservice.expat@april-international.com. In case *You* change your *Country of destination*, please send *Us* the school attendance certificate issued by your new educational establishment, or a copy of the new contract with the host family for au pair placements.

In case *You* change your type of Cover (1<sup>st</sup> €/CFE or French Social Security top-up), *You* may have to complete and sign a new Health questionnaire.

**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.**

### 6.2. 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 most recent place of residence figuring in our records will take effect**) as well as in case of occupational change.

## 7. 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 *Insurance certificate*.

### 7.1. 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.**

#### 7.1.1. TYPE AND LEVEL OF REIMBURSEMENT

2 options are offered to *You*:

- **Option 1:** cover from the 1<sup>st</sup> euro spent,
- **Option 2:** CFE or Social Security top-up cover.

**For Option 1**, 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*.

**For Option 2**, 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* and that are covered by the CFE or French Social Security (unless otherwise specified in the benefits schedule).



**Expenses are reimbursed item by item in accordance with the benefits schedule.**

For medical expenses invoiced in a currency other than the euro, the exchange rate applied will be the one in force on the date when the treatment was received. Only expenses related to treatment received during the period of cover will be reimbursed.

For option 2 (CFE or French Social Security top-up), benefits are expressed including reimbursement by CFE or Social Security. We supplement after intervention of the local scheme.

**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 (less any compensation or benefit of the same kind paid by the CFE or Social Security in the event of choice of Option 2).

### 7.1.2. 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 your Easy Claim app or by calling +33 (0)1 73 02 93 99 or emailing [info.expat@april-international.com](mailto:expat@april-international.com).

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

- by fax: +33 (0)1 73 02 93 60,
- by email: [hospitalisation.expats@april-international.com](mailto:hospitalisation.expats@april-international.com),
- by post: APRIL International Care France – Service courrier – 1 rue du Mont – CS 80010 – 81700 Blan – FRANCE.

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

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

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

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

- from the USA and Canada, call (+1) 866 299 2900 (Freephone),
  - from countries in Latin America, call (+1) 305 381 6977,
  - from countries in the Asia-Pacific zone, call +66 (0)2 645 3336,
  - from Middle East, Africa and Europe, call +33 (0)1 73 02 93 99,
- or fill in a request on your Easy Claim app.

If You have not used the *Direct payment for hospital charges* service, see paragraph 8.1.4 to find out how to claim for reimbursement of the bill You have settled.

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

### 7.1.3. HOW TO REQUEST PRIOR AGREEMENT BEFORE STARTING CERTAIN PROCEDURES OR TREATMENTS

Certain medical treatments and procedures require the *Prior agreement* of our Medical Examiner (valid for 6 months).

Before starting any treatment, You should ask the doctor prescribing the treatment to complete a *Request for prior agreement* and provide an itemised estimate.

The form *Request for prior agreement* is available on your Easy Claim app 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*,
- physiotherapy treatments and nursing care, if more than 10 sessions 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 Care France**

Service Courrier – 1 rue du Mont – CS 80010 – 81700 Blan – FRANCE

Email: [claims.expats@april-international.com](mailto:claims.expats@april-international.com)

## BENEFITS SCHEDULE

MEDICAL EXPENSES	Option 1: 1 <sup>st</sup> euro	Option 2: CFE/ French Social security top-up
<b>Maximum amount of medical expenses per Insurance year and per Insured: €1,000,000</b>		
<b>HOSPITALISATION*</b> (excluding routine healthcare and maternity)		
<ul style="list-style-type: none"> <li>- Medical or surgical <i>Hospitalisation*</i> or <i>Day hospitalisation</i>:</li> <li>- Transfer by ambulance (if <i>Hospitalisation</i> is covered by APRIL International Care)</li> <li>- Hospital room and board (including <i>Daily hospital</i> charge in France)</li> <li>- Medical and surgical fees</li> <li>- Pathology, diagnostic tests and drugs</li> <li>- Medical procedures</li> </ul>	100% of <i>Actual Costs</i>	As a top-up of the CFE/French Social Security with the same limits and percentages of reimbursement as Option 1
<i>Hospitalisation*</i> for the treatment of mental or nervous disorders	80% of <i>Actual Costs</i> , up to 20 days per year	
<i>Direct payment of hospital charges</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 If You chose the CFE top-up cover
Private room	100% of <i>Actual Costs</i> , up to €80 per day	
<b>ROUTINE HEALTHCARE*</b> (excluding maternity)		
Consultations and procedures carried out by GPs	100% of <i>Actual Costs</i>	As a top-up of the CFE/French Social Security with the same limits and percentages of reimbursement as Option 1
Consultations and procedures carried out by specialists	100% of <i>Actual Costs</i>	
Consultations and procedures carried out by psychiatrists	100% of <i>Actual Costs</i> , (limited to €80 and to 5 consultations per year)	
Nursing care** following <i>Hospitalisation</i> and/or a <i>Reported accident</i>	100% of <i>Actual Costs</i>	
Physiotherapy**	100% of <i>Actual Costs</i> , up to €500 per year	
Pathology, diagnostic tests, X-rays and drugs	100% of <i>Actual Costs</i>	
Dental treatment	100% of <i>Actual Costs</i> , up to €300 per year	
Prescribed glasses and contact lenses	100% of <i>Actual Costs</i> , up to €100 per year	
Vaccination package	Up to €100 per year	

\* *Hospitalisation* is always subject to *Prior agreement*. An *Excess* of 20% will be applied if You do not follow this procedure, before being admitted to hospital (see paragraphs 8.1.2 and 8.1.3).

\*\* Subject to *Prior agreement* if more than 10 sessions are prescribed per *Insurance year* (see paragraph 8.1.3).

\*\*\* For zone 0 (United States and Mexico), consultations with general practitioners are limited to €80 per visit for more than 2 visits per year. Specialist consultations are limited to €110 per visit for more than 2 visits per year.

## BENEFITS SCHEDULE

MEDICAL EXPENSES	Option 1: 1 <sup>st</sup> euro	Option 2: CFE/ French Social security top-up
<b>Maximum amount of medical expenses per Insurance year and per Insured: €1,000,000</b>		
<b>MATERNITY* - Waiting period of 10 months</b> Cover valid only if your <i>Country of destination</i> is among the following: Canada, China, Hong Kong, Mexico, Singapore, Switzerland, United Kingdom and the USA.		
Direct payment of hospital charges in the event of childbirth	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 If You chose the CFE top-up cover
Childbirth: <i>Hospitalisation*</i> , private room, living expenses and medical and surgical fees	100% of <i>Actual Costs</i> , up to €7,500 per pregnancy, private room limited to €80 per day (increased to €15,000 per pregnancy in case of surgical delivery)	As a top-up of the CFE/French Social Security with the same limits and percentages of reimbursement as Option 1
Consultations, drugs, tests and pre and post natal care		
<i>Complications of pregnancy and childbirth</i>	100% of <i>Actual Costs</i>	

\* *Hospitalisation* is always subject to *Prior agreement*. An *Excess* of 20% will be applied if You do not follow this procedure, before being admitted to hospital (see paragraphs 8.1.2 and 8.1.3).

### 7.1.4. HOW TO MAKE A CLAIM FOR REIMBURSEMENT UNDER THE PLAN

You must **keep your original medical bills (and other supporting documents) for a period of 2 years** from the date on which You made the claim. You may be asked to produce them when your claim is being processed.

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 may request any other supporting documentation we deem necessary to ensure your treatment is covered under this plan.**

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. If You have been accepted under special conditions (medical exclusion or professional risk) the electronic transfer service will not be available.

### 7.2. REPATRIATION ASSISTANCE:

#### How to benefit from repatriation assistance cover:

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

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

**Europ 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.

## CONDITIONS OF APPLICATION

**The assistance provider only intervenes in a medical capacity after emergency aid has been organised on the orders of a qualified *Medical authority*.**

If *You* or the persons accompanying *You* organise any of the assistance services listed below, these costs will only be reimbursed if the assistance provider has been notified of this procedure, given their express agreement and provided you with a case number. In this case, costs will be reimbursed based on supporting documentation and up to the amount that the assistance provider would have incurred if they had organised the service themselves.

The assistance provider will not be held responsible for any delays or failures in the provision of their services in the event of industrial action, riots, popular movements, reprisals, restrictions on the free movement of goods and people, acts of terrorism or sabotage, state of belligerency, civil or foreign war whether war is declared or not, nuclear decay, exposure to ionising radiation and other fortuitous events or in cases of force majeure.

### 7.2.1. MEDICAL TRANSPORT AND MEDICAL REPATRIATION

In the event of an *Accident* or *Illness*, the assistance provider doctors will contact the local treating doctors and take the decisions best suited to your condition, on the basis of the information gathered and based solely on medical necessity. If the assistance provider *Medical team* recommends *You* are repatriated, the assistance provider will organise and cover the cost of repatriation, solely on the basis of the medical priorities determined by its *Medical team*.

The repatriation destination may be:

- the most suitable hospital, or
- the hospital nearest your home in your *Country of nationality* (or in your *Country of origin*, if different) or nearest your place of residence in your *Country of destination*, or
- your home in your *Country of nationality* (or in your *Country of origin*, if different) or in your *Country of destination*.

If *You* are hospitalised in a healthcare facility outside the hospital district of your usual place of residence in your *Country of nationality* or your place of residence in your *Country of destination*, the assistance provider will organise your return trip after the medically confirmed *Stabilisation* of your condition and will cover the cost of your transfer to your place of residence in your *Country of destination* or your home in your *Country of nationality*.

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 the place and date of *Hospitalisation*, your need to be accompanied and any means to be used. Any refusal of the solution proposed by the *Medical team* will result in cancellation of the personal assistance cover. **The assistance provider may ask you to use your own travel ticket, if it can be used or changed.**

### 7.2.2. RETURN OF REMAINS AND PROVISION OF COFFIN

In the event of your death, the assistance provider will organise and cover the cost of repatriating your 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). The assistance provider will cover the cost of post-mortem care, casketing and transportation requirements.

The assistance provider will organise and cover the cost of coffin transport up to a maximum of €1,500.

The funeral, ceremony, local transportation and burial or cremation expenses remain at the expense of your family. The choice of companies involved in the repatriation process rests solely with the assistance provider.

### 7.2.3. ACCOMPANYING THE DECEASED

If the presence of a *Family member* or *Friend* is essential to identify the body of the deceased *Insured* and complete the repatriation or cremation formalities, the assistance provider will provide a round-trip ticket by air in economy class or by train in 1<sup>st</sup> class.

This benefit is only available if the *Insured* was alone abroad at the time of their death.

### 7.2.4. TRANSLATION OF LEGAL AND ADMINISTRATIVE DOCUMENTS

When *You* are *Abroad* or in case of medical repatriation, if *You* have serious difficulty understanding legal or administrative documents in the local language, the assistance provider will arrange and cover the cost of translating these documents into your native language. The assistance provider will provide cover up to a maximum of €500 per *Insurance year*. The assistance provider will not be held responsible for the consequences of poor translations or misunderstandings on your part.

### 7.2.5. PRESENCE OF A FAMILY MEMBER IF YOU ARE HOSPITALISED FOR MORE THAN 6 DAYS

If your condition does not allow or does not require your repatriation and if *You* are hospitalised locally for more than 6 consecutive days, the assistance provider will provide a *Family member* with a round-trip ticket by air in economy class or by train in 1<sup>st</sup> class to be with *You*. This benefit is only provided if there is no legally adult *Family member* with *You*. The assistance company will also arrange and cover the cost of their hotel accommodation (bed and breakfast only) for a maximum of 10 nights at €80 per night. No other temporary accommodation solution will be reimbursed.

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

The assistance will provide *You* with a round-trip ticket by air in economy class or by train in 1<sup>st</sup> class in the event of the death or *Hospitalisation* for more than 5 days of a Family member in your *Country of nationality* (or in your *Country of origin* if different). The outward trip must take place within 8 days of the death or *Hospitalisation*.

This benefit can be claimed when the death or *Hospitalisation* occurs after *You* have left to go *Abroad*.

The assistance provider reserves the right, prior to the provision of its services, to request proof of the covered event (hospital report, death certificate etc.).

**In order to claim this benefit, *You* must contact the assistance provider to obtain their prior agreement. Otherwise, the assistance provider has the right to deny the reimbursement of any tickets which *You* may have bought Yourself.**

### 7.2.7. EMERGENCY RETURN IN THE EVENT OF DAMAGE TO THE HOME

If *You* are away from home and if your presence there is indispensable to carry out the necessary formalities, the assistance provider will organise your travel and that of any minor children who cannot be cared for locally, to the Damaged home. The assistance provider will pay for economy class airline tickets, 1<sup>st</sup> class train tickets or a category A or B rental car for up to 24 hours, provided that the travel tickets which had been purchased for the return trip cannot be used or changed. This benefit is available within 72 hours of the date of occurrence or date when *You* became aware of the Loss and if *You* are more than 50 km away from your home.

### 7.2.8. EARLY RETURN IN CASE OF AN ATTACK, POLITICAL UNREST OR NATURAL DISASTER

If, on the advice of the local authorities in your *Country of destination*, or those in your *Country of nationality*, due to events rendering the political regime unstable, or due to a natural disaster (such as an earthquake or a flood), *You* are obliged to leave your place of expatriation, *You* may be able to make a claim under the early return benefit.

To make a claim, on your return to your *Country of nationality*, please provide the insurer with all documents enabling *You* to obtain the reimbursement of your travel costs up to the level of the price of an airline ticket (economy class) or train ticket (1<sup>st</sup> class). This benefit applies only outside your *Country of nationality*.

### 7.2.9. RETURN OF INSURED FAMILY MEMBERS

If the *Insured* is repatriated for medical reasons or if their body is repatriated, the assistance provider will arrange the return trip home for the *Insured Family members* who were travelling with them. The assistance provider will cover the cost of a one-way ticket by air in economy class or by train in 1<sup>st</sup> class provided the original means of returning home cannot be used or changed.

### 7.2.10. RETURN TO YOUR COUNTRY OF DESTINATION AFTER STABILISATION

If following medical repatriation, *You* are able to return to work, the assistance provider, with the agreement of their *Medical team*, will organise your return to your *Country of destination* to allow *You* to continue with your assignment. The assistance provider will cover the cost of a one-way ticket by air in economy class or by train in 1<sup>st</sup> class.

### 7.2.11 SENDING URGENT MESSAGES

If it is not practically possible for *You* to send an urgent message and if *You* request it, the assistance provider will send your messages or news to your family members, friends or employer free of charge and by the fastest means.

The messages remain the responsibility of their authors who must be identifiable and their sole concern. The assistance provider acts solely as an intermediary in the transmission of the messages. The assistance provider may also act as an intermediary in the opposite direction.

### 7.2.12. ENFORCED STAY ABROAD

In the event of an incident classed as *Force majeure* by the public authorities in your *Country of destination* which prevents *You* from returning permanently to your *Country of nationality*, the assistance provider will cover the additional costs incurred as a result of the extended stay, up to a maximum of €80 per night (food and accommodation only) for up to 5 nights.

Cover applies only after the declaration of a state of *Force majeure* by the public authorities of the country where *You* are staying and with the prior agreement of the assistance provider.

All costs incurred without the prior agreement of the assistance provider and costs generated by the extension of a stay that is not due to an event classed as *Force majeure* are not covered under the plan.

In the event of an incident classed as *Force majeure*, all cover under the plan remains in place for a maximum of 5 days from the end date shown on your *Insurance certificate*.

### 7.2.13. TRAVEL ASSISTANCE IF PERSONAL EFFECTS ARE LOST OR STOLEN

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

The assistance provider is not authorised to block payments on behalf of third parties. Where replacement documents are made available in your *Country of nationality*, the assistance provider will deliver them by the most rapid means.

The assistance provider can send an advance equal to €1,000 per event in order to allow *You* to make essential purchases.

In the event of the loss or theft of a travel ticket, the assistance provider will advance the cost of a new non-negotiable ticket. These advances can be made in return for a guarantee provided by either *You* or by a third party. The reimbursement of any advance must be carried out within a period of 30 days starting from the date on which the funds were made available.

#### 7.2.14. SOURCING AND DELIVERY OF MEDICATION NOT AVAILABLE LOCALLY

If essential drugs or their equivalents cannot be obtained locally and were prescribed before departure by your treating doctor in your *Country of nationality* (or in your *Country of origin*, if different), the assistance provider will attempt to source them in France.

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

This service is available for one-off requests. It does not apply, under any circumstances, to long-term treatments that require regular deliveries or requests for vaccines. *You* are responsible for the cost of the medication. *You* agree to reimburse the amount plus any custom clearance charges within a maximum period of 30 days from the shipment date.

#### 7.2.15. SEARCH AND RESCUE COSTS

The purpose of this benefit is to provide *You* with the reimbursement of your search and rescue costs incurred by the intervention, in a public or private location, of fully equipped, specialised teams, including the use of a helicopter, to locate *You* and evacuate *You* to the nearest suitable reception centre, up to €5,000 per *Insured* and €15,000 per event.

In all cases, cover is capped at the amount of the costs *You* are required to reimburse in full or in part to the official bodies involved. This cover tops up any other similar cover *You* may have. *You* (or anyone acting on your behalf) must notify the assistance provider immediately verbally, no later than 48 hours after the intervention, stating the reasons for it.

#### 7.2.16. LIMITATIONS ON COVER

**If the assistance provider arranges and covers the cost of repatriation or transportation, *You* may be asked to use your own travel ticket.**

**If the assistance provider has paid for your return trip, *You* must return the unused travel ticket to the assistance provider.**

### 7.3. PSYCHOLOGICAL SUPPORT

The assistance provides the *Insured* with psychological support. The clinical psychologist will provide the *Insured* with medical and psychological support in complete confidentiality, to enable them to confide in and clarify the situation they are facing. He will help them to identify, evaluate and mobilize their personal, family, social and medical resources to get through the difficult time.

The service is provided by telephone. On a simple call, an appointment is made at your convenience with a psychologist from the assistance provider who will call back to begin the process. If necessary, the caller can be put directly in contact with a psychologist, provided that one of the psychologists on the assistance's team is available. The interviews are conducted in complete confidentiality and in compliance with the codes of ethics in force. The support offered is limited to a maximum of three (3) interviews. Depending on the situation and the expectations of the beneficiary, an appointment may be arranged to meet with a qualified psychologist near his/her home. The choice of the practitioner is up to the *Insured* and the cost of the consultation remains at his/her expense.

In addition, in the event of the death of the *Insured*, the assistance provides the *Insured's Spouse* and/or dependent *Children* with a psychological support, even if they are not affiliated to the plan. The support offered is also limited to a maximum of three (3) interviews.

### 7.4. LEGAL ASSISTANCE

#### 7.4.1. LEGAL FEES ABROAD

Following an unintentional infraction of the laws and regulations of your *Country of destination*, and for all non-criminal acts, the assistance provider will intervene, on written request, if legal action is taken against *You*. This benefit does not apply to matters related to your professional activity. The assistance provider will cover the local legal fees up to a maximum of €3,000 per event.

#### 7.4.2. ADVANCE OF BAIL ABROAD

The assistance provider will advance the cost of bail stipulated by the authorities to free *You* or to allow *You* to avoid incarceration during your time *Abroad*.

This advance is made through the intermediary of a local lawyer up to a maximum of €15,000 per event.

*You* must reimburse this advance to the assistance provider:

- following restitution of bail in the case of nonsuit or acquittal ;
- within 15 days of judicial sentencing being passed in the case of conviction ;
- in all cases, within 3 months of the date of payment.



## 7.5. PERSONAL LIABILITY (PRIVATE CAPACITY)

### PURPOSE OF THE INSURANCE

The insurer covers the financial consequences of any *Personal liability* that *You* may incur by virtue of the laws and regulations in force in the country where *You* are staying, in a private capacity. Cover applies in the event of *Bodily injury* or *Material damage* which *You* cause to another person resulting in particular from:

- your own actions or those of persons for whom *You* are responsible;
- things or animals owned or kept by *You*;
- any sport or outdoor activity that *You* may practise (except *Exclusions* listed in paragraph 8);
- liability incurred through participation in internships, with regard to the internship manager, for damage caused to materials used during the internship only;
- renting an apartment,
  - for damage caused to neighbouring apartments,
  - in the event of *Material damage* or *Bodily injury* to your guests.

This benefit does not in any way replace home insurance and does not exempt *You* from complying with local compulsory insurance requirements

### COVER LIMITS

- *Bodily injury*: €4,500,000 per *Claim*.
- *Material and Consequential damage* caused to a third party: €450,000 per *Insurance year*; *Consequential damage* is included for 20% of the insured amount, i.e. €90,000. *Deductible* of €75 per *Claim*.
- *Material damage* caused during internships: €12,000 per *Insurance year*. *Deductible* of €75 per *Claim*.

#### How to make a *Claim*:

As soon as *You* become aware of any circumstances that may give rise to a *Claim* under the plan, *You* must inform the insurer, using the following address [France.DeclarationsRC@Chubb.com](mailto:France.DeclarationsRC@Chubb.com), **within a period of no more than 15 days**. Details of the circumstances surrounding the *Claim* and their consequences should also be provided.

## 7.6. PERSONAL ACCIDENT

### 7.6.1. ACCIDENTAL DEATH

The insurer will pay the *Beneficiary* or *Beneficiaries* **a lump sum of €10,000**. It should be noted that, if the *Insured* is under 16 years of age at the time of their death, the amount of the lump sum is in all cases limited to funeral costs. Cover applies if the *Insured's* death occurs no more than one year after the *Accident* which caused the fatal wounds or injuries.

**However, if the *Insured* dies after having received *Compensation* for permanent *Disability* from the insurer for the same *Accident*, their *Beneficiaries* will receive the death lump sum less the amount of this *Compensation*.**

#### Allocation of benefits

In the event of the *Insured's* death, the lump sum is paid to the *Beneficiary* (or *Beneficiaries*) designated on the Application form or the ones *You* designated at a later date. *You* may amend the designation if it is no longer appropriate unless the designation has been accepted by the *Beneficiary* in which case it cannot be revoked. The designation of a *Beneficiary* can be carried out by means of a privately witnessed document or by an authenticated deed. If *You* have named a specific *Beneficiary*, *You* can have their contact details included in the policy document. If there is no named *Beneficiary* or if the designation proves to be null and void, the amounts due in the event of death will be paid first to your surviving *Spouse* provided they were not legally separated from *You* when the lump sum became payable or to the co-signatory of a Civil Partnership Contract with *You*; failing which, equally, to your children born, unborn, living or represented; failing which, equally to your ascendants, failing which to your other heirs.

In the event of the *Insured's* death and if the *Insured* is aged between 16 and 18, the lump sum will be paid to their parents in equal parts or, failing which, to their other heirs.

#### How to make a *Claim*:

The death must be declared by sending the insurer, through the following website <https://www.chubbclaims.com/ace/fr-fr/welcome.aspx>, the supporting documents required for payment, including:

- an extract of the death certificate;
- an extract of the birth certificate;
- a medical certificate stating the date of death and whether the death was natural or accidental;
- any document proving the identity and/or marital status;
- any document stating the cause and circumstances of the *Accident* that led to the death;
- an admission certificate issued by the hospital;
- any document that proves the existence of the *Accident* and the direct cause-and-effect link between the *Accident* and the death.



Payment is made to the designated *Beneficiary* within twenty days of receipt of these documents. If there is more than one *Beneficiary*, the lump sum will not be distributed by the insurer, but a single payment will be made subject to a receipt being signed jointly by the parties.

When *We* have received notification of the death and been provided with contact details for the *Beneficiary* or *Beneficiaries*, *We* have (15) days to request all the documents required from the *Beneficiary* or *Beneficiaries* in order to process the claim. On receipt of all the documents making up the claim and if benefits are due, *We* will pay the lump sum within thirty (30) days. If the payment is not made within this timescale, the outstanding lump sum will generate interest in accordance with current legislation.

If benefits are due, the *Insured* lump sum payable in the event of the *Insured's* death will be revalued from the date of death, until all of the documents required for payment have been received or, where applicable, until the lump sum has been deposited with the *Caisse des Dépôts et Consignations*, at an interest rate set by law.

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

### 7.6.2. TOTAL OR PARTIAL PERMANENT DISABILITY FOLLOWING AN ACCIDENT

In cases of total permanent *Disability* where the degree of *Disability* is equal to 100%, the insurer will pay you a lump sum **set at €40,000**.

In cases of partial permanent *Disability*, the amount of the lump sum is reduced according to the recognised degree of *Disability*.

The degree of *Disability* is set by the insurer's Medical Examiner once the injuries have stabilised.

- If the degree of partial permanent *Disability* is less than or equal to 20%, no *Compensation* is due;
- If the degree of partial permanent *Disability* is greater than 20%, the amount of *Compensation* will be equal to €40,000 multiplied by the recognised degree of *Disability*.

If *You* had a *Disability* prior to the occurrence of the insured *Accident*, injuries due to this *Disability* are not taken into account. However, if the already infirm limb or organ is affected by other injuries, *Compensation* will be based on the difference between the condition of the limb before and after the *Accident*. If *You* did not follow the treatment *You* were prescribed, *Compensation* will be estimated based on the consequences of the same *Accident* if *You* had followed the required treatment plan.

#### How to make a Claim

*You* must declare the *Accident* in writing to the insurer, using the following website <https://www.chubbclaims.com/ace/fr-fr/welcome.aspx>, **within 30 days of the date on which it occurred**, excluding fortuitous events or cases of force majeure. The *Claim* must include full details of the seriousness, causes and circumstances of the *Accident*. *You* must also:

- forward any documents proving your identity and/or marital status;
- provide a certificate from the doctor called to give first aid, describing the exact nature and current state of your injuries, and their consequences;
- forward all documents needed to establish the existence and the seriousness of the *Accident*;
- undergo an examination by the insurer's doctor.

## 7.7. BAGGAGE AND PERSONAL EFFECTS INSURANCE

### 7.7.1. LOSS, THEFT AND DESTRUCTION OF BAGGAGE

This benefit provides cover of **up to €1,600** for all *Baggage*, personal effects and items belonging to *You*, or which *You* have hired, in the event of:

- loss of *Baggage* during carriage by a transport company,
- theft of your *Baggage*, personal effects and items during the journeys of the *Insured*,
- the total or partial destruction of or damage to your *Baggage*, personal effects and items as a result of a catastrophic event such as fire, flood, subsidence or an act of terrorism during the journeys of the *Insured*.

In the event of the loss, theft or destruction of *Baggage* checked in with a carrier, the insurer will intervene only after a proper declaration has been made to the carrier and after deducting the *Compensation* paid by them in respect of their liability. For *Baggage* and its contents which are lost while in the care of a hotel, the insurer will make a payment less the *Compensation* paid by the hotel where the *Baggage* was left, or its insurer, in respect of its liability.

**Valuables are covered at up to 50% of the insured value, i.e. a maximum of €800.**

By *Baggage* we mean your travel bags and suitcases and the personal effects and items contained therein. The following are classed as personal items: items with a value greater than or equal to €500 as well as jewellery (fine and cultured pearls, precious stones and hard stones) and furs belonging to *You*. The following are classed as *Baggage*: laptop computers, electronic organisers, audio-visual equipment, cameras and video or hi-fi devices belonging to *You*.

**How to make a Claim:**

You must declare the *Claim* to the insurer, using the following websites [France.DeclarationsRC@Chubb.com](mailto:France.DeclarationsRC@Chubb.com), **within 5 working days** of the loss or damage. After this period, the insurer reserves the right to deny cover. You will be provided with a list of the supporting documents required.

**7.7.2. DELAYED BAGGAGE**

If your *Baggage* which has been checked in and placed under the responsibility of the airline company is not delivered to you within 24 hours of your arrival at the scheduled flight's destination, the insurer will provide you with *Compensation* of up to €200 for expenses incurred in the purchase of emergency and essential items.

**7.7.3. FRAUDULENT USE OF A SIM CARD BY A THIRD PARTY**

The insurer will cover the cost of the fraudulent use of a mobile phone by a Third party if the phone is stolen in an *Assault* during your stay outside your *Country of nationality*, providing the phone was used in this way before the *Insured* made the request to block the SIM card and within forty-eight (48) hours of the date and time of the theft.

**7.7.4. SPECIAL PROVISIONS APPLICABLE TO PERSONAL MOBILE PHONES, SMARTPHONES AND TABLETS**

The insurer will reimburse the *Insured* up to five hundred euros (€500) per *Event* for mobile phones, smartphones or tablets which are stolen during an *Assault* or mugging outside your *Country of nationality*, on presentation of supporting documentation. Depreciation:

- Twenty percent (20%) in the first year (from the first day of purchase);
- Forty percent (40%) in the second year;
- No reimbursement after the second year.

In all cases, the *Insured* must provide (initial or replacement) invoices for the purchase of the equipment.

**7.8. TRAVEL INCIDENTS**

The *Insured* is covered for 'Travel Incidents' if the trip is made on board a scheduled airline operated by an air carrier.

This benefit is limited to travel between the *Country of nationality* and the *Country of destination*.

The air carrier must possess the certificates, licenses or authorisations required for scheduled air transport, issued by the competent authorities in the country where the plane is registered.

In accordance with this authorisation, the carrier draws up and publishes routes and fares, for the use of passengers, between designated airports according to regular timetables.

Departure times, connections and destinations are as shown on the travel ticket.

**Liability limit: the amount of compensation shown below in respect of 'Travel Incidents' cover is a maximum payable in case of an Event affecting the Insured and their accompanying Spouse and Dependent children at the same time.**

**7.8.1. DEALAYED DEPARTURE**

You are covered for the reimbursement of fees charged by airlines if You need to postpone your date of departure for your *Country of destination* or your date of permanent return to your *Country of destination*.

Cover applies:

- if an exam date is changed to a date which falls during your trip or after the date set for your return to your *Country of nationality*, and this is certified by an official document, provided this was unforeseeable and cannot be postponed, and as long as this exam date was not known on the day this insurance plan was purchased;
- if a re-sit exam is called for a date which coincides with a travel date, as long as this exam date was not known on the day the plane ticket was purchased.

**Cover is limited to €100 per Insured and per Insurance year.**

**How to make a Claim:**

You must inform the insurer, using the following website <https://www.chubbclaims.com/ace/fr-fr/welcome.aspx>, **within 5 working days** of the date of the insured event. You must include the following information:

- the exact reason for the postponement of the departure or return date;
- the official document showing the dates of the scheduled and cancelled exams, as well as the new dates on which they will be held;
- the original invoice showing the amount of the airline's change fee.

**Any cancellation that does not meet these conditions will not qualify for reimbursement.**

**7.8.2. FLIGHT DELAYS OR CANCELLATION, OR DENIED BOARDING**

If, at any airport whatsoever:

- the *Insured's* scheduled and confirmed flight is delayed by **four (4)** hours or more from the initial scheduled departure time;
- the *Insured's* scheduled and confirmed flight is cancelled;
- the *Insured's* is denied boarding due to overbooking and no alternative means of transport is available for at least **six (6)** hours.

#### Cover will not apply in the following cases:

- where confirmation is required, the *Insured* had not previously confirmed the flight unless prevented from doing so by industrial action or a case of force majeure;
- if the delay was caused by industrial action or a Civil War or Foreign War risk of which the *Insured* was aware before departure;
- in the event of the temporary or permanent withdrawal from service of an aircraft on the orders of the civil aviation authorities or the airport authorities or a similar authority in any country.

#### 7.8.3. MISSED CONNECTION

If the *Insured* misses the departure of a scheduled flight due to the late arrival of the preceding scheduled flight on which they were travelling and no other means of transport is available for at least six (6) hours following arrival at the connecting airport, their expenses related to hotel accommodation, restaurants or refreshments are covered up to Three Hundred euros (€300).

**Flight delays or cancellation or denied boarding' cover and 'Missed connection' cover can be combined.**

### 7.9. CURTAILMENT OF TRIP

#### 7.9.1. REIMBURSEMENT OF TRIP EXPENSES

The purpose of this benefit is the reimbursement, on a pro rata basis, of trip expenses which have already been paid but not used and non-refundable (excluding travel costs) such as accommodation costs or other services booked and planned during the stay, in the event of an early return home following the *Insured's* medical repatriation to their *Country of nationality* organised by the assistance provider.

The maximum amount of the daily allowance is €250 per day, with an overall cover limit of €5,000 per *Insurance year*.

The benefit is proportional to the number of unused days of the trip. To calculate the benefit, expenses in respect of administration, visa, insurance, tips and reimbursement or compensation paid by the organiser of the trip or any other organisation to which You paid the expenses in question will be deducted.

#### 7.9.2. REIMBURSEMENT OF TUITION FEES

The purpose of this benefit is the reimbursement on a *pro rata* basis of Tuition fees in the event of an early return home following the *Insured's* medical repatriation to their *Country of nationality* organised by the assistance provider.

The maximum amount of the daily allowance is €250 per day, with an overall cover limit of €5,000 per *Insurance year*.

For the reimbursement of Tuition fees, the calculation will be based on Tuition fees already paid and not refunded for the remaining period of tuition from the day following the event leading to your early return home.

### 7.10. TUITION INSURANCE:

The purpose of this benefit is to cover the cost of *School fees* in the event of:

- A *Pupil* or *Student* having to repeat an academic year following *Hospitalisation* on the days of the *Examination* or *Academic Competition* or occurring within the 10 days preceding the *Examination* period; this *Hospitalisation* must be for more than 3 days unless it occurs on the day before or on the day of an *Examination*;
- A *Pupil* or *Student* needing to repeat an academic year following the Accidental death of a *Family member* on the days of the *Examination* or *Academic Competition* or occurring within the 10 preceding days.

To benefit from this cover, You must be a *Pupil* or *Student*.

If You are obliged, due to the occurrence of one of the two events mentioned above, to repeat your academic year, the insurer will cover the cost of the school or university fees for the coming *Repeat year* up to a maximum of €10,000, provided that:

- You are unable to attend the same *Examination* or *Academic Competition* at a later session in the same academic year,
- You are under the age of 41 years on the date of enrolment,
- The *Repeat year* actually takes place.

You will be entitled to compensation only if You re-enrol on the same course and for the same *Examination* or *Academic Competition*.

#### How to benefit from the cover:

You must inform the insurer, using the following website <https://www.chubbclaims.com/ace/fr-fr/welcome.aspx>, within 5 working days of the date of the insured event. You must include the following information:

#### What documents should be submitted with your claim?

##### In the event of death of a *Family member*:

- your policy number;
- a photocopy of proof of your enrolment in your school or university;
- a medical certificate specifying the date and causes of death as well as the date of the first symptoms and details of the treatment being received on the date of death;

- a copy of the death certificate;
- in cases of accidental death, any document, particularly the police report, proving that the death was caused by an *Accident* and describing the circumstances.

**In the event of *Hospitalisation of the Pupil or Student*:**

- your policy number;
- a copy of your enrolment certificate in your school or university;
- a copy of the school records obtained since the insured event;
- a certificate from the doctor who prescribed the *Hospitalisation* describing the injuries and the circumstances of the *Accident* or the origin and nature of the *Illness* and specifying the date on which it was first observed;
- in the event of an *Accident*, any document, particularly the police report, proving that the *Hospitalisation* was the result of an *Accident* and describing the circumstances.

The insurer reserves the right, prior to payment of any compensation, to request any other supporting documentation (medical or legal reports, tax documents etc.) for the purposes of settling the claim.

In all cases, the insurer reserves the right to demand the return of any compensation paid if *You* withdraw from your studies and/ or if *You* do not attend the required *Examinations*, other than in cases of force majeure.

## 8. WHAT IS NOT COVERED BY YOUR POLICY

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

In addition to the *Exclusions* common to all cover outlined in paragraph 8.7 below, the following are excluded from the medical expenses cover as well as their consequences:

- 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);
- the cost of over-the-counter pharmacy items, cosmetics, personal care products, sunscreens and/or moisturisers, make-up, beauty treatments and comfort care, vitamins and minerals, food supplements, dietetic products, baby foods and mineral water;
- pedicure;
- alternative or complementary medicine;
- medical auxiliaries other than physiotherapists and nurses;
- occupational therapy, logopedics and the treatment of psychomotor disorders;
- psychologist consultations;
- psychotherapy and day patient care (consultations, medicines, diagnostic tests and laboratory tests) related to:
  - mental and behavioural disorders linked to the abuse of drugs, alcohol and other psychoactive substances;
  - phobic anxiety disorders (agoraphobia, social anxiety and panic disorder);
  - mood disorders, manic episodes, depression and bipolar disorder;
  - sleep disorders (insomnia, hypersomnia and somnambulism) and sleep-wake cycle disorder;
  - personality disorders;
- dental implants, periodontics and all orthodontic treatment;
- eye-care, unless the costs are the result of a *Reported accident*;
- prostheses, unless as part of a *Hospitalisation*;
- pre-natal classes;
- thalassotherapy and thermal cures;
- non generic medicines, when the generic form is available and may be prescribed to the *Insured*;
- homeopathy
- surgery on the temporo-mandibular joint;
- attention deficit disorder with or without hyperactivity;
- any cosmetic treatment, anti-ageing cures, weight-loss and weight gain treatments;
- any treatment related to infertility, fertility or contraception;
- medicines and treatments to support smoking cessation;
- laser eye surgery (including the correction of myopia) and the treatment of cataracts;
- the cost of sourcing and transporting organs for transplant;
- preventive treatments;
- health checks, routine tests and check-ups;
- treatment not recognised by the *Medical authorities* of the country in which it is dispensed;
- experimental treatment;

- *Hospitalisation* for any purpose whatsoever, which was already scheduled at the time of application for the insurance or within 12 months of the policy *Effective date*;
- supplies which are not essential to the diagnosis or treatment of the illness;
- related expenses, such as telephone charges in the event of *Hospitalisation* or excessive, unreasonable or unusual expenses considering the country in which they were incurred;
- transport costs other than transfer by ambulance to the nearest suitable care centre;
- stays in nursing homes and convalescent homes unless following *Hospitalisation* due to an *Accident*;
- medical *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;
- thermometers and blood pressure monitors;
- medicines and treatment related to erectile dysfunction;
- the treatment of alcoholism, drug addiction or any other addiction or illness linked to such dependency;
- stays in a medical teaching institution and similar establishments;
- growth hormones;
- operations and treatments related to sex change;
- self-harm;
- any expenses not required medically.

If you choose option 2, all medical or surgical expenses which are not prescribed by a *Medical Authority* and not covered by the CFE or the French Social Security will be excluded.

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

In addition to the Exclusions which apply to all cover as listed in paragraph 8.7 below, costs resulting from the following facts or events are not covered by the repatriation assistance benefits and will not give rise to any compensation whatsoever nor to any intervention on the part of the assistance provider:

- any interventions and/or reimbursements related to medical visits, check-ups, or preventative screenings;
- benign conditions or injuries which can be treated locally and do not prevent the *Insured* from continuing their journey;
- convalescence, conditions in the process of being treated and not yet stabilised and/or requiring further planned treatment;
- pre-existing conditions which had been identified prior to departure and which were at risk of aggravation or relapse;
- conditions requiring *Hospitalisation* in the 6 months prior to departure;
- any consequences of a condition which required repatriation (check-ups, further treatment, recurrences);
- pregnancy, childbirth and post-natal care of new-borns, and elective termination of pregnancy;
- the consumption of alcohol and the consequences thereof under local legislation;
- travel undertaken for diagnosis and/or treatment;
- the consequences of the failure of, unfeasibility of, or reaction to any vaccination or treatment required or mandatory for travel;
- congenital illnesses or deformities;
- the consequences of deliberate non-compliance with the regulations of the country being visited or the practice of activities which are not authorised by the local authorities;
- the consequences of participating in a bet, challenge, duel or crime;
- the consequences of non-compliance with recognised safety rules for the practice of sporting activities;
- living expenses other than those for which prior agreement has been obtained from the assistance service;
- the cost of fuel, toll charges and ferry crossings;
- costs which are not supported by original documents;
- any other costs not provided for under the insurance which has been purchased.

### The following are not covered:

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

### The following are not covered under the Enforced stay abroad cover:

- search and rescue costs resulting from a failure to observe the rules of caution laid down by the site operators and/or the regulatory provisions governing the activity being practised by the *Insured*;
- search and rescue costs resulting from the practice of a professional sport or participation in an expedition or competition, unless otherwise expressly stipulated.

### 8.3. EXCLUSIONS WHICH APPLY TO THE BAGGAGE AND PERSONAL EFFECTS INSURANCE:

In addition to the *Exclusions* which apply to all cover listed in paragraph 8.7 below, the following are excluded from this cover:

- cash, personal papers, business documents, administrative documents, traveller's cheques, credit cards, airline tickets, travel tickets and vouchers;
- smoking-related Accidents and damage to items that fall or are thrown into a fireplace, or scorched by excess heat;
- damage to electrical devices due solely to their operation, and damage caused by an inherent defect of the item;
- damage to insured property resulting from its confiscation or detention by customs officials or other public authorities;
- breakage or damage to delicate or fragile items such as watches, photographic equipment, glasses and IT equipment;
- normal wear and tear;
- theft committed by members of the *Insured's* family, under Article 380 of the French Penal Code, or with their complicity, or by their domestic workers or agents in the course of their duties;
- theft committed under the following circumstances:
  - a) in the case of checked baggage, if the theft was facilitated by poor or defective packaging;
  - b) if the items were left unattended in a public place or in a place open to use by several occupants;
  - c) if the items were left:
    - in a convertible vehicle;
    - in a vehicle whose windows were not closed;
    - in a vehicle whose doors or boot were not locked;
    - between 10 p.m. and 7 a.m. in a motorized vehicle not parked in a public or private garage, except for items in the hold or boot of a bus or coach;
- theft committed in your place of residence without breaking and entering which is duly reported to an authority (police, gendarmerie, transport company, purser etc.).

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

In addition to the *Exclusions* common to all cover listed in paragraph 8.7 below, the following are excluded from cover:

- damage resulting from any professional activity (except for damage to materials used during in-company internships);
- the financial consequences of contractual liability which the *Insured* incurred beyond any liability incurred with regard to the internship manager for damage caused to materials used during the internship;
- the road traffic risks defined under French Acts 58208 (27 February 1958) and 85.677 (5 July 1985) on mandatory motor vehicle insurance;
- *Accidents* involving the *Insured* or their employees or agents in the course of their duties as well as their ascendants and descendants;
- damage caused to items or animals owned or kept by the *Insured*;
- related fines and costs for which the *Insured* may be liable;
- damage resulting from the *Insured's* use of any air navigation devices;
- damage resulting from pollution;
- scratches, chips and abrasions to sanitary fixtures, breakage of crockery and damage to bedding.

### 8.5. EXCLUSIONS FROM PERSONAL ACCIDENT COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.7 below, the following are excluded from cover:

- after-effects and consequences of illnesses, heatstroke or other temperature-related effects (unless these are the result of a covered *Accident*), drowning is always covered;
- rupture of aneurysm, attacks of paralysis or apoplexy, angina pectoris and its consequences, all results of vascular illnesses, hernias of all kinds, lumbago, rheumatism, varicose veins dermatosis and, regardless of the circumstances in which they appear, *Accidents* that result from a pathological condition of the victim.

### 8.6. EXCLUSIONS FROM THE TUITION INSURANCE:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.7, *School fees* for the coming *Repeat* year are excluded from cover if:

- the *Pupil* or *Student* has the opportunity to attend the same *Examination* or *Academic Competition* at a later session in the current academic year;
- the *Hospitalisation* of the *Pupil* or *Student* is the result of an *Accident* or *Illness* for which medical treatment had been received or which required *Hospitalisation* within the six months preceding the date of purchase of the policy;
- the *Hospitalisation* of the *Pupil* or *Student* is not the result of a serious medical condition or if this *Hospitalisation* can reasonably be delayed.



## 8.7. COMMON EXCLUSIONS FOR ALL BENEFITS:

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

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

## 9. GENERAL PROVISIONS

### 9.1. WHO INSURES YOUR POLICY?

This policy is effected by "l'Association des Assurés APRIL" (regulated by the Associations Act of 1901 located 114 boulevard Vivier Merle, 69439 Lyon, Cedex 03 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 <https://www.associationdesassuresapril.fr/l-association/l-association-en-bref>):

#### for medical expenses:

optional group insurance plans with Axéria Prévoyance (plan number A3MCSLDFDSIE2013), a French Endowment Life Insurance company regulated by the French Insurance Code. A public limited company with fully paid capital of €31,000,000, registered with Companies House in Lyon under number 350 261129, located at 90 avenue Félix Faure, 69439 Lyon Cedex 03, FRANCE;

#### for all other benefits:

optional group insurance plan with Chubb European Group SE (plan number FRBSTA63941), a company regulated by the French Insurance Code, with fully paid capital of €896,176,662, located La Tour Carpe Diem, 31 place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Registered with Companies House in Nanterre under number 450 327 374 (APE code: 660 E). The assistance services are provided by Europ Assistance.

### 9.2. LEGAL:

The body responsible for regulating insurance activities is: Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority) located at 4 place de Budapest, 75436 Paris Cedex 09, FRANCE; APRIL International Care France is regulated by the Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority), located at 4 place de Budapest, 75436 Paris Cedex 09, FRANCE.



Membership of the Expat Student plan is evidenced by the Application form, the current General conditions and the *Insurance 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.

### 9.3. LIMITATIONS:

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

However, this period shall run:

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

The limitation period is extended to ten years in personal accident insurance policies where the beneficiaries are the heirs of the deceased *Insured*.

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

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

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

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

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

### 9.4. SUBROGATION:

It is stipulated that the insurer does not waive the rights and actions that he possesses by virtue of Article L121-12 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.

### 9.5. 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:

Address: APRIL International Care France – Service courrier – 1 rue du Mont – CS 80010 – 81700 Blan – FRANCE

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

For your information, our insurance partners Axéria Prévoyance (90 avenue Félix Faure, 69439 Lyon, Cedex 03, FRANCE) and Chubb European Group SE (La Tour Carpe Diem, 31 place des Corolles, Esplanade Nord, 92400 Courbevoie, 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 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).

## 9.6. DATA PROTECTION AND FREEDOM OF INFORMATION:

The personal data collected by APRIL is essential for the processing of the application for insurance. It is governed by (EU) Data Protection Regulation No. 2016/679 of 27<sup>th</sup> April 2016. This data is processed electronically by APRIL for the purposes of studying, arranging and managing the insurance plans, the implementation of legal and/or regulatory obligations and the improvement of products and services. APRIL has also implemented a procedure to combat insurance fraud. This may result in the application of civil, financial and/or criminal sanctions and inclusion on a list of persons presenting a risk of fraud. To meet its legal obligations, APRIL has also implemented a monitoring procedure the purpose of which is to combat money laundering and the financing of terrorism, and the application of financial penalties. This data is intended for the Insurers and APRIL in their capacity as processors of the data. Depending on the purpose of the processing, it may also be passed on to their partners, subcontractors and the public authorities in accordance with the law. It is stored for the duration required for the purpose of its processing and in accordance with the statutory time limits. It may be transferred outside the European Union. These transfers are subject to data protection and security rules. Information about the transferred data and the recipients will be provided by APRIL on request from the address shown below. In accordance with (EU) Data Protection Regulation No. 2016/679 of 27<sup>th</sup> April 2016, data subjects have the right to access their personal information, have it corrected, restricted, deleted and, for legitimate reasons, opt out of this information being processed. They also have the right to portability of their data and the right to set guidelines with respect to what happens to their data after their death, except in cases where the regulations do not allow these rights to be exercised. As Caisse des Français à l'Étranger receives a certain amount of information, these persons may also at any time and in writing opt out of copies of their Statutory Scheme statements being sent to APRIL. To exercise one or more of these rights, a copy of an identity document should be sent to the APRIL Data Protection Officer by post at the following address: APRIL International Care France, Service Courrier, 1 rue du Mont, CS 80010, 81700 Blan, FRANCE or by email to [dpo.AICF@april.com](mailto:dpo.AICF@april.com). In accordance with the provisions of Article L561-45 of the French Monetary and Financial Code, persons affected by monitoring of their data may exercise their right of access by applying to the French Data Protection Authority, Commission Nationale Informatique et Libertés - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07. Complaints relating to the processing of personal data should be made to the French Data Protection Authority, Commission Nationale Informatique et Libertés, on its website [www.cnil.fr](http://www.cnil.fr) or by post at the address shown above. In application of the provisions of Articles L223-1 onwards of the French Consumer Code, data subjects may register on the cold-calling opt-out list either by post, by writing to: OPPOSETEL - Service BLOCTEL - 6 rue Nicolas Siret - 10300 TROYES; or by visiting the OPPOSETEL website at the following address: [bloctel.gouv.fr](http://bloctel.gouv.fr). This service is free of charge. Under no circumstances does inclusion on this list prohibit the Insurers and APRIL from contacting them by telephone within the framework of existing contractual relations.

To cancel your policy, please use the tear-off slip below and send it to:  
APRIL International Care France - Service courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE

## CANCELLATION

Article L112-9 of the French Insurance Code

Any person who is canvassed at their home or residence or place of work, or in case of distance selling by telephone or online, 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 on which you entered into the insurance contract 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 to the above address. It must be sent no later than 14 days entered into the insurance contract 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: **Expat Student Ref. ExS 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 Care France: client reference number

C





**APRIL International Care Head Office:**

14 rue Gerty Archimède - 75012 Paris - 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)

SA French simplified joint-stock company (S.A.S.) with capital of €200,000 - RCS Paris 309 707 727  
Insurance intermediary - Registered with ORIAS under number 07 008 000 ([www.orias.fr](http://www.orias.fr))  
Prudential Supervision and Resolution Authority  
4 place de Budapest - CS 92459 - 75436 PARIS CEDEX 09 - FRANCE.  
NAF6622Z - VAT N° FR603009707727



## STATUTES

### ASSOCIATION DES ASSURES APRIL

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Updated 17<sup>th</sup> April 2018

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## TITLE I – CREATION – PURPOSE – HEADQUARTERS – DURATION

### Article 1. CREATION AND NAME

An Association named the “Association des Assurés APRIL”, or abbreviated to Association 3A, was founded by private deed in Lyon on 1<sup>st</sup> January 1984. It is governed by the French Act of 1<sup>st</sup> July 1901 and the Decree of 16<sup>th</sup> August 1901.

It is a non-profit association.

On 27<sup>th</sup> April 2018 the Extraordinary General Meeting of the Association des Assurés APRIL recorded the effective completion of the merger of the Association des Assurés d’APRIL INTERNATIONAL with the Association des Assurés APRIL and the automatic dissolution without liquidation of the Association des Assurés APRIL INTERNATIONAL.

### Article 2. PURPOSE

The purpose of this Association is:

- to study, research, arrange and develop all types of insurance and assistance products and services, particularly in the field of death & disability, health and retirement, in order to optimise for its Members, the purchase of supplementary or additional voluntary benefits, or benefits from the 1<sup>st</sup> euro, as required in addition to the benefits provided by the mandatory schemes, in particular by the signing of group insurance contracts with optional or compulsory membership;
- to raise awareness amongst its Members of the essential aspects of prevention in order to enable them to take care of their health on the one hand and, on the other hand, to obtain preferential terms from insurance companies which take into account the responsible behaviour of its Members in matters of health;
- to carry out statistical studies and analyses on the day-to-day behaviour of its Members in the field of health and personal risk insurance;
- to implement actions in respect of prevention, support and assistance to the Insured through an Outreach Fund.

### Article 3. HEAD OFFICE

The head office is located in the 3<sup>rd</sup> district of Lyon at 114 boulevard Marius Vivier Merle.

It may be transferred by decision of the Board which has the power to amend the statutes for this purpose.



#### **Article 4. DURATION**

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

### **TITLE II – MEMBERS AND CONDITIONS OF MEMBERSHIP**

#### **Article 5. COMPOSITION**

The Association is made up of Members broken down into:

- Members;
- Members with non-salaried status;
- Group Members (companies, organisations or other legal entities) who have signed up to one of the agreements entered into by the Association on behalf of their employees.

To be a Member of the Association, you must be covered by the insurance under one of the agreements entered into by the Association and have paid the membership fee.

Member status is acquired from the date of receipt of the application for membership and payment of the membership fee, subject to acceptance of membership of the insurance agreement by the insurer. If the application for membership is not accepted, the membership fee will be refunded no later than thirty days after notification of refusal by the insurer.

The following are also Members, but without voting rights, by decision of the Board:

- Persons or legal entities that serve or have served the Association with distinction. They are known as honorary members or members of honour;
- Persons or legal entities that have made a donation or bequest to the Association. They are known as supporting members.

#### **Article 6. LOSS OF MEMBERSHIP STATUS**

Membership is lost in the following cases:

- death, disappearance or absence for individuals;
- voluntary or legal liquidation or dissolution for legal entities;
- expulsion decided by the Board for breaches of these statutes or if conduct is found to conflict with the financial and moral interests of the Association;





- loss of insured status under one of the agreements entered into by the Association (termination, disenrollment or cancellation);

- resignation submitted to the Chairman at the Association's registered office by registered letter with proof of receipt. A copy of the letter issued by the administrator of the plan(s) confirming the termination of their insurance must be enclosed with this letter; these terminations must meet the conditions stipulated in the information notice(s) serving as the general conditions of the plan(s).

In all cases, any membership fees charged for the year in which the loss of membership status occurs will be retained by the Association.

### **TITLE III – LIABILITY OF AND ENFORCEABILITY ON MEMBERS**

#### **Article 7. LIABILITY OF MEMBERS**

Members who have signed up to the agreements entered into by the Association are in no way personally liable for commitments made by the Association with liability being limited to the assets of the Association.

#### **Article 8. ENFORCEABILITY ON MEMBERS**

Any membership of the Association falls within the framework of the insurance agreements entered into by the Association and the insurers. The content of these agreements, in particular the conditions and consequences of termination of the agreements by the Association or the insurer, is given to Members when they join the Association and the plan in the form of an information notice serving as the general conditions.

### **TITLE IV – RESOURCES - EXPENSES**

#### **Article 9. ASSOCIATION RESOURCES**

The Association's resources are made up of:

- the membership fees paid by Members;
- income from its property;
- sums received in return for services provided by the Association;
- grants or payments authorised by law;
- any other resources not prohibited by law.



## **Article 10. EXPENSES**

The expenses of the Association consist of all sums necessary for its operation and representation. They are ordered by the Board or by any other person appointed by the Board for this purpose.

## **TITLE V – SOCIAL OUTREACH**

### **Article 11. OUTREACH FUND**

An Outreach Fund has been created for the purpose of financing support and assistance to Members.

The amount allocated annually to the Outreach Fund is decided by the Board which sets out the guidelines, missions and operating rules.

The various Outreach Actions carried out by the Association and their conditions of access and award are set out in the Association Rules and Regulations.

## **TITLE VI – ADMINISTRATION AND OPERATION**

### **Article 12. BOARD OF DIRECTORS**

#### **1. Composition**

The Association is managed by a Board of Directors consisting of a minimum of six (6) members and a maximum of fifteen (15) members appointed for six (6) years. The members of the Board of Directors are appointed by the General Assembly and are chosen from among the Members of the Association.

More than half of the Board members must be Members who do not hold, or have not held in the two years preceding their appointment, any interest or office in the insurance companies having signed the insurance agreements entered into by the Association and who do not receive or have not received, during the same period, any remuneration from these same insurers.

Any current Directors who take up office in, or receive any remuneration whatsoever from, one of the insurance companies 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 organisations having signed the insurance agreements entered into by the Association and who do not or did not during the same period receive any remuneration from these insurance companies, to less than 51%, the Director in question will automatically forfeit

his or her role as Director and will be replaced in accordance with article 12 of the statutes. In the event of a vacancy arising due to a death, a resignation, a Board member reaching the upper age limit or any other cause, the Board will provisionally replace these members. They will be permanently replaced at the next General Assembly. The term of office of any member elected in this way will come to an end when the term of office of the member they replaced would normally have expired.

If they are not ratified, the deliberations and actions of the Board during the period since the provisional appointment will nonetheless remain valid.

A third of the Board is renewed every 2 years. Outgoing members are eligible for re-election. The order of outgoing members is determined by the length of their term of office.

Any person aged 18 or over on the day of the election who is a Member of the Association and has paid the membership fee is eligible for Board membership.

The age limit for the position of Director is 70. If this age is reached during the term of office, the term of office will automatically end on the Director's anniversary date.

Any new application must be brought to the attention of the Chairman of the Board by registered letter received at least thirty days before the date of the General Assembly, together with:

- a copy of an identity document;
- a sworn declaration that no criminal convictions are held or no measures referred to in paragraphs 1 to 5 of Article L322-2 of the French Insurance Code apply;
- a certificate indicating the existence or absence of any office held with or remuneration received from any 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, or administer, direct or manage the Association in any capacity whatsoever, or have the authority to sign on behalf of the Association if he or she has held any of the convictions or been subject to any of the measures referred to in paragraphs 1 to 5 of Article L322-2 of the French Insurance Code.

Each year the Board elects an executive committee by secret ballot of its members by a majority vote. This executive committee consists of a Chairman, a Vice-Chairman, a Secretary, a Treasurer and any deputies. Outgoing members of the executive committee are eligible for re-election. The Board may be assisted by any person it deems useful, whether or not they are members of the Association.



## 2. Board meetings

The Board meets as often as the interests of the Association require when convened by the Chairman. The Board may be convened by any means at his or her convenience.

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 of 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. Only items on the agenda may be put to a vote.

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

## 3. Remuneration

Directorships are not remunerated. However, expenses and disbursements incurred in the performance of their duties are reimbursed on the basis of documentary evidence. The financial report presented at the Ordinary General Assembly must state the amount of expenses and disbursements reimbursed to Directors.

## 4. 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.

## 5. Functions and powers of the Chairman – Functions of the Secretary and the Treasurer

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

1. The **Chairman** directs the work of the Board and is responsible for the running of the Association. He or she is the Association's 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 authority to another Director. In his or her absence, the Vice-Chairman will deputise.
2. 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 and carries out all formalities required by law.
3. 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.



The duties of the members of the Executive Committee may not be remunerated in any form whatsoever.

## **Article 13. GENERAL ASSEMBLIES**

### **1. General Assemblies**

#### **1.1. 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 insurance agreements entered into 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 the 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 under the conditions set out in Article 12 of these statutes.

#### **1.2. Extraordinary General Assembly**

Extraordinary General Assemblies are convened under the conditions set out above.

The Extraordinary General Assembly rules on matters within its exclusive jurisdiction: amendments to the statutes and mergers or dissolutions.

### **2. Notices to attend**

#### **2.1. Notices to attend the Ordinary and Extraordinary General Assemblies**

Members of the Association, as defined in article 5 who are members on the day of the decision to issue notices to attend and who have paid their membership fee, meet at least once a year at the Ordinary General Assembly and as required at an Extraordinary General Assembly.

Meetings of Ordinary General Assemblies and Extraordinary General Assemblies consist of all Members of the Association who have paid their membership fee.



The invitation is personal and is valid if extended by the Board:

- either by letter or email sent at least sixty calendar days before the date of the General Assembly;
- or by an announcement in a publication sent out to all Members.

General Assemblies are convened by the Chairman of the Association or, for Extraordinary General Assemblies, at the request of at least 10% of Members. In this case, notices to attend the Extraordinary General Assembly must be sent out within eight days of filing the request and the Extraordinary General Assembly 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.

Draft resolutions signed by at least one hundred Members are also included on the agenda, if they are sent by registered letter to the Chairman of the Board at least forty-five days before the date set for the General Assembly.

Only resolutions passed by the General Assembly on items on the agenda will be considered valid.

Notices to attend must also state that, in the absence of a quorum, they serve as notices to attend a second General Assembly.

### **3. Voting rights**

#### **3.1. Voting rights at Ordinary and Extraordinary General Assemblies**

Each Member of the Association has voting rights and one vote at Ordinary and Extraordinary General Assemblies.

Legal entity members of the Association are represented by their legal representative.

Each individual Member has the right to name another Member or his or her spouse as their proxy. A single Member cannot hold more than 5% of voting rights. The proxy vote applies to only one General Assembly, or two if a quorum is not reached at the first meeting, or if two Assemblies – one Ordinary and one Extraordinary – are held on the same day.



Blank proxy forms returned to the Association are allocated to the Chairman or to his or her delegate on the Board and enable a vote to be held on the adoption of draft resolutions presented or approved by the Board.

#### 3.1.1. Ordinary General Assembly

Decisions of the Ordinary General Assembly are adopted by a majority vote.

All decisions are taken by a show of hands.

However, if at least a quarter of Members in attendance make the request, votes can be cast by secret ballot.

For the election of Board members, a secret ballot is compulsory.

#### 3.1.1. Extraordinary General Assembly

Decisions of the Extraordinary General Assembly must be taken by a two-thirds majority of Members in attendance or represented.

Votes are held by a show of hands unless at least a quarter of Members in attendance request voting by secret ballot.

### **4. Meetings of the Assemblies**

Assemblies are chaired by the Chairman of the Association who may delegate his or her duties to the Vice-Chairman or to another Director.

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 is completed 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 these statutes.

#### **4.1. Meetings of the Ordinary and Extraordinary General Assemblies**

Ordinary and Extraordinary General Assemblies cannot validly deliberate unless at least one thousand Members are present or represented. If, at the first meeting, the General Assembly does not reach a quorum, a second meeting of the General Assembly is convened. The meeting can then deliberate validly regardless of the number of Members present or represented.

If a quorum is not reached, the second General Assembly may be held following the first with the same agenda.

By decision of the Chairman, the Ordinary and Extraordinary General Assemblies may be held remotely using electronic voting.





#### **Article 14. ASSOCIATION RULES AND REGULATIONS**

Association rules and regulations may be drawn up by the Board of Directors to supplement the statutory provisions.

#### **Article 15. DISSOLUTION – MERGER – TRANSFER OF ASSETS**

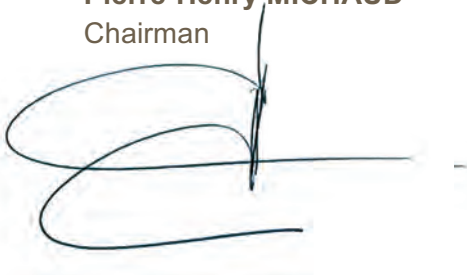
The dissolution of the Association or its merger or union with another organisation can only be approved if proposed by the Board at an Extraordinary General Assembly, in accordance with the conditions set out above.

In accordance with Article L140-6 of the French Insurance Code, in the event of the liquidation or dissolution of the Association, memberships of group insurance agreements which are active on the date of the dissolution or liquidation will continue as of right.

#### **Article 16. LANGUAGE**

These statutes are in French. If they are translated into other languages, only the French version is binding.

**Pierre-Henry MICHAUD**  
Chairman



**Jean-Louis FAVROT**  
Secretary

