

# GENERAL CONDITIONS 2020

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Ref: Ma 2018

# MAGELLAN



Insurance made easy.



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

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

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### NB:

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

## 1. SERVICES AVAILABLE UNDER YOUR POLICY

### 1.1. DIRECT PAYMENT OF HOSPITAL CHARGES FOR STAYS OF MORE THAN 24H:

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

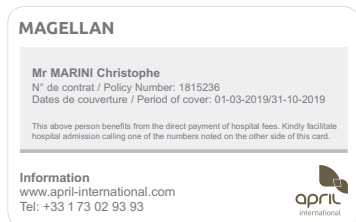
It is essential that *You* contact *Us* before being admitted to hospital. If *You* do not follow this procedure, an *Excess* of 20% will be applied to your reimbursement.

To ensure that your stay in hospital is covered, please ask your doctor to complete a *Confidential medical certificate* giving the reason for your *Hospitalisation*. This form should then be sent to our Medical Examiner. For further details, see paragraph 8.1.2.

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

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

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



EMERGENCY CONTACT NUMBERS 24/7	
> In case of inpatient hospitalisation*	
- From USA & Canada (toll free):	(+1) 866 299 2900
- From countries in Latin America:	(+1) 305 381 6977
- From countries in the Asia-Pacific region:	+66 2022 9180
- From Middle East, Africa and Europe:	+33 1 73 02 93 99
> For direct payment in the USA*	
- For benefit verification and/or for pre-authorization, please call (toll free):	(+1) 866 299 2900
- Billing address: OMHC - 777 Brickell Ave Suite 410 - Miami, FL 33131, USA	
> For any medical advice*	+33 1 41 61 23 90
> For repatriation assistance*	+33 1 41 61 23 25
> For legal assistance*	+33 9 69 32 96 87
> For counselling*	+33 1 41 61 23 25

\*only if cover selected

### 1.2. REPATRIATION ASSISTANCE:

#### To request repatriation assistance:

*You* must obtain prior approval from Europ Assistance (see paragraph 8.2).

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

- **by calling** on +33 (0)1 41 61 23 25,
- **by email** to [aic@ea-gcs.com](mailto:aic@ea-gcs.com).

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

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

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

This service is available for:

- consultations with general practitioners and specialists,
- diagnostic tests,
- X-rays,
- medical examinations and treatment, carried out by medical service providers belonging to the AETNA network.

#### How does it work?

We ask you to contact us prior to your medical appointment in order to benefit from the third party payment service.

#### Why?

1. We can direct you to a health professional who is appropriate to your situation.
2. We make contact with them to tell them that you benefit from an APRIL International agreement that includes a third party payment service.
3. This way, you can be sure that you will not have to pay the charges yourself.


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

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

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

### 1.3.2. THIRD PARTY PHARMACY PAYMENTS

**To take advantage of this service in the US, *You* will need to show your card in one of the participating Caremark pharmacies.**

RXBIN: XXXXXX  
RXPCN: XXXXXX  
RXGRP: XXXXXX  
ISSUER [XXXXXX]  
ID: XXXXXXXXXXXX  
NAME: JOHN Q PUBLIC  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

X0811

Present this card to any participating retail pharmacy to obtain your short-term supply of medicine. For additional pharmacies go to [www.caremark.com](http://www.caremark.com) or contact a Caremark Customer Care representative.

**Customer Care: 1-800-966-5772**

Submit Claims to: Caremark Claims Dept.  
P.O. Box 52116  
Phoenix, Arizona 85072-2116

X0811

If *You* selected the Complete option, once your application has been approved, *You* will receive your third party pharmacy card by post. By showing your third party pharmacy card in one of the Caremark pharmacies in the USA, *You* will not have to pay for the items covered by your policy and *We* will settle your bill directly with the pharmacy. The list of participating pharmacies is available at [www.caremark.com](http://www.caremark.com). If the amount of your prescription is more than USD 1,000, your medication will be supplied following our prior agreement. *We* cannot propose the third party payment service in USA if *You* have been accepted under special conditions (with a medical exclusion or an exclusion related to a high risk profession).

### 1.4. DOCTOR'S HOME VISITS IN NORTH AMERICA (USA, MEXICO):

**To request a home visit:**

- in USA, call +(1) 800 649 7119,
- in Mexico, call +(1) 800 212 9527.

In emergencies, during evenings or weekends, when your doctor is unavailable, *We* can provide a home consultation service. To avoid long waits in A&E, *You* will be put in touch with a doctor who will make a preliminary diagnosis by telephone before advising *You* on what *You* should do next: arrange a home visit or attend A&E. The doctor's home visits service is available in the following cities (at 01/10/2018):

**In the USA:** Anaheim, Atlanta, Baltimore, Beverly Hills, Bonita Springs, Boston, Breckenridge, Burbank, Chicago, Copper Mountain, Dallas, Fort Myers, Ft. Lauderdale, Hollywood, Houston, Keystone, Las Vegas, Los Angeles, Manhattan, Miami, Naples, Orlando, Philadelphia, Phoenix, San Diego, San Francisco, Scottsdale, Vail, Washington DC.  
**In Mexico:** Acapulco, Cabo San Lucas, Cancun, Mazatlan, Mexico D.F. (except certain areas), Puebla, Puerto Vallarta-Nuevo Vallarta and Tijuana.

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

### 1.5. MEDICAL ADVISORY SERVICE:

A team of doctors is at your service 24/7 to answer questions about your health (help you understand diagnoses, provide information on drug equivalents worldwide...).

**To take advantage of the service**, please contact us by telephone: +33 (0)1 41 61 23 90.

### 1.6. LEGAL ASSISTANCE SERVICE:

**To take advantage of the legal assistance service** (see paragraph 8.3), please contact us:

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

### 1.7. ONLINE SERVICES:

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

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

- view all the documents *You* need (insurance certificate, insurance card, general conditions, reimbursement statements etc.),
- view your personal and bank details,
- submit your claims for reimbursement online using the Easy Claim module details.

***You* can download the forms *You* will need in order to claim a reimbursement** (see paragraph 8.1):

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

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

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

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

**To apply for reimbursement:**

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

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

Our Claims department will then process your claim. **You must keep the original invoices (and supporting documents).**

The operation and rules of use of the application will be explained when You first use it and remain accessible at any time within the application.

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

**> By post:**

Fill in the Claim for reimbursement form, enclose **your original invoices and medical prescriptions** (see paragraph 8.1.4) and send them to:

**APRIL International Care France**

Service Courrier  
1 rue du Mont  
CS 80010  
81700 Blan  
FRANCE

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

Certain types of medical treatment or procedures are subject to the *Prior agreement* of our Medical Examiner. Before starting any treatment, You will therefore have to send an itemised estimate of costs and a form called “*Request for prior agreement*” filled in by the practitioner prescribing the medical procedures to the address shown above or by email to [claims.expats@april-international.com](mailto:claims.expats@april-international.com) (see paragraph 8.1.3). In the event of *Hospitalisation*, please ask your doctor to complete the form called “*Confidential medical certificate*” (see paragraph 8.1.2).

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

## 2. DEFINITIONS

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

- A ABROAD:** any country covered under the policy outside your *Country of nationality*.
- ACCIDENT:** any unintentional personal injury suffered by the *Insured*, stemming from the abrupt, sudden, violent, fortuitous and unforeseeable action of an external cause. Under Article L.1353 of the French Civil Code, you are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between it and the costs incurred.
- ACTUAL COSTS:** total medical expenses charged to You.
- B BAGGAGE:** travel bags, suitcases and the *Insured's* personal effects and items contained therein and any other items registered with a carrier.
- BENEFICIARY:** individual person who receives *Compensation* or money from the insurer.
- BODILY INJURY:** damage causing a person physical harm.
- C CLAIM:** event, *Illness* or *Accident* which gives rise to cover when the contract is in effect.
- COMPENSATION:** sum paid to repair damages or injuries suffered by yourself.
- 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.
- CONSEQUENTIAL DAMAGE:** damage other than *Bodily injury* and *Material damage* that is the direct and immediate consequence of *Bodily injury* or *Material damage* covered under the policy.

**COUNTRY OF DESTINATION:** your main country of residence during your stay *Abroad*.

**COUNTRY OF NATIONALITY:** the country shown on your passport or on any other official identity document under the heading "nationality".

**DAMAGE TO HOME:** your home is damaged and uninhabitable as a result of one of the following events:

- fire;
- explosion;
- implosion;
- water damage;
- breakage of glass;
- theft;
- attempted theft;
- vandalism;
- climatic events (storm, hail damage to roof, weight of snow/ice on roof);
- ancillary risks (lightning, smoke, plane or spacecraft crash, impact of terrestrial motorised vehicle);
- frozen pipes and heating installations;
- water damage due to drain overflow following unusually heavy rain;
- officially declared natural disaster.

**D** **DEPENDENT CHILD:** your child or that of your *Spouse*:

- under 21 years of age,
- under 26 years of age, in full-time education.

The children are considered dependent when they fulfil the conditions listed above even if they carry out a professional activity temporarily (seasonal work...) or part-time (odd jobs...) provided that they can prove that they do not have any healthcare cover from this activity.

**DIRECT PAYMENT OF HOSPITAL CHARGES:** if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct payment of your hospital charges with no upfront payment, subject to the review of your *Confidential medical certificate*. *You* can activate this service by calling the emergency contact numbers listed in paragraph 1.1 or by showing your insurance card at the hospital.

**(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*.

**E** **EFFECTIVE DATE:** date on which the policy takes effect. It is specified on the *Membership certificate*.

**EMERGENCY DENTAL TREATMENT:** the policy covers *Emergency dental treatment* (temporary dressings, fillings, root canal work, extractions etc.) resulting from an *Accident* or unexpected *Illness* requiring surgery or medical treatment and which could not wait until your return to your *Country of nationality*.

**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.

**F** **FAMILY MEMBER:** *Spouse*, father, mother, sister, brother, child or legal guardian residing in your *Country of nationality*.

**F.O.D.R. (French Overseas Departments and Regions):** French Guyana, Guadeloupe, Martinique and Reunion Island.

**FORCE MAJEURE:** any unforeseen, unavoidable and uncontrollable event declared by the public authorities of the country where *You* are staying.

**FRIEND:** any person named by yourself or by one of your dependents, residing in your *Country of nationality*.

**H** **HOSPITALISATION:** stay of more than 24 hours (with or without surgery) in a hospital (public or private) as a result of an *Accident* or *Illness*.

**I** **IDENTIFIED THIRD PARTY OR OPPOSING PARTY:** individual or legal entity, whose identity and address *You* know, who is responsible for damage caused to *You* or who is challenging one of your legal rights.

**ILLNESS:** any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.

**INSURANCE YEAR:** period of twelve consecutive months beginning on the *Effective date* of the policy.

**INSURED:** all individuals covered by the benefits under this policy. That is, *You* and the members of your family who meet the conditions of insurance. They are specified on the *Membership certificate*. The members of your family are your *Spouse* and *Dependent children*.

**L** **LITIGATION, CONFLICT OR DISPUTE:** disagreement or challenge to the law, the prejudicial or reprehensible nature of which may lead to a claim being made or legal proceedings being taken against *You* by an *Identified third party*.

**M** **MATERIAL DAMAGE:** damage causing harm to the structure or substance of the thing and resulting from an insured event.

**MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.

**MEDICAL TEAM:** structure adapted to each individual case and defined by Europ Assistance's liaison doctor.

**MEMBER:** individual or company who is a member of this group plan effected by "l'Association des Assurés APRIL" and who pays the *Premium*.

**MEMBERSHIP CERTIFICATE:** document serving as proof of insurance, which *We* issue to the *Member* confirming their cover under the Magellan policy and specifying the *Insured*, the *Effective date* and the cover and options selected. The *Membership certificate* reflects the special conditions of the policy.

**P PERSONAL ACCIDENT:** cover for the payment of a lump sum in the event of your death or *Disability* as a result of an *Accident*.

**PERSONAL LIABILITY:** the legal obligation of all people to rectify damages they cause to others.

**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.

**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.

**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*.

**REQUEST FOR PRIOR AGREEMENT:** form to be completed by your doctor allowing *You* to obtain our *Prior agreement* before commencing certain procedures or treatments.

**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 in force on the date of the *Claim* (article 515-1 of the French Civil Code). The *Principal insured's* de facto spouse will be considered to be a *Spouse* if documentary proof is provided.

**STABILISATION:** stabilisation of the state of health of a victim of an *Accident* or person suffering from an *Illness*.

**T TERMINATION:** final and early cancellation of the contract.

**U US/WE:** APRIL International Care France.

**V VALUABLES:** works of art and collector's items, silverware, jewellery, precious stones and pearls, valuable paintings, furs, cameras and other devices and accessories for reproduction of images, binoculars, computers and any type of HIFI or IT equipment.

**W WAITING PERIOD:** period defined under the policy during which no claims will be paid. The *Waiting period* begins on the *Effective date* of the policy, mentioned on the *Membership certificate*.

### 3. POLICY BENEFITS AND TERRITORIALITY

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

Membership of the plan provides *You*, depending on the option selected, with the following cover:

**For the "Mini" option:**

- reimbursement of medical expenses: hospitalisation following *Illness* or *Accident* and primary healthcare in the event of *Accident* only;
- basic repatriation assistance (see paragraph 8).

**For the "Complete" option:**

- reimbursement of medical expenses: hospitalisation and primary healthcare following *Illness* or *Accident*;
- extensive repatriation assistance (see paragraph 8);
- legal assistance;
- *Personal liability* private capacity, internships and tenant's liability;
- accidental death or total or partial permanent *Disability* following an *Accident*;
- loss, theft or destruction of *Baggage*.

#### 3.2. WHERE ARE YOU COVERED?

Cover is acquired worldwide, outside your *Country of nationality*. Cover is acquired in your *Country of nationality* for periods of less than 90 consecutive days between two stays in your *Country of destination*.



**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) or by calling + 33 (0)1 73 03 41 29 or by email at [advisors.expat@april-international.com](mailto:advisors.expat@april-international.com).

This list is subject to change.

## 4. WHO IS COVERED BY THE POLICY?

**To be covered by the insurance or request a policy renewal, You must:**

- for individual membership, be under 75 years on the *Effective date* of the policy (the individual membership application of children under 4 years of age will be subject to review by our teams); for family membership, *You* and your *Spouse*, if any, must be under 65 years of age on the *Effective date* of the policy;
  - be temporarily *Abroad* (outside your *Country of nationality*) for study, internships, pleasure, business or private visits;
  - have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of 6 months before the *Effective date* of the policy;
  - not be affected by any incapacity or *Disability*, nor be under treatment for any *Illness*, nor be liable to suffer a recurrence or progression of any *Pre-existing condition*;
  - not have undergone any recent medical treatment, nor be planning any treatment in your *Country of destination*.
- From March 25th 2020 and for all applications, we require a minimal duration of cover of 6 months and we will not accept cancellation for early returns before the 6-months term. There will be no refund if you return to your country of nationality before 6 months. For a renewal of your plan, the minimal duration of cover is 3 months.

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

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

**No amendment can be brought to your cover once the membership application has been processed: it won't be possible to add a beneficiary, nor to change the level of cover initially selected.**

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

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

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

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

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

On the date specified on the *Membership certificate* and, at the earliest, on the day following receipt of the application (including the Application form and the Health questionnaire, both completed and signed), subject to the suspensory condition of payment of the *Premium* due and our acceptance of the application evidenced by the issuing of a *Membership certificate* specifying the cover selected. If your application requires a medical review, your policy will begin at the earliest on the day following your medical approval

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

- 4 weeks for all Covid-19-related healthcare expenses or treatments in the USA and Mexico to all plans purchased on or after 28/04/2020.
- other cases: 8 days.

The *Waiting period* begins on the *Effective date* specified on your *Membership certificate*.

**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.**

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

Membership under the policy is effective for the period shown on your *Membership certificate*.

Cover is acquired for a minimum period of 15 days and a maximum period of 12 months (24 months for Canada in case of Working-Holiday Visa).

The policy is renewable on request on condition that *You* meet the insurance eligibility requirements (see paragraph 4). *You* can renew your policy up to three times, on request and subject to the agreement of the insurer, after reviewing your new Health questionnaire. *We* must receive the request to renew the policy before the policy end date shown on your *Membership certificate*.

In the event of renewal, the *Waiting period* is cancelled. From March 25th 2020 and for all applications, we require a minimal duration of cover of 6 months and we will not accept cancellation for early returns before the 6-months term. There will be no refund if you return to your country of nationality before 6 months. For a renewal of your plan, the minimal duration of cover is 3 months.

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

- a) if the *Premium* is not paid (see paragraph 6.3);



- b) 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*);
- c) when *You* no longer meet the conditions of insurance listed in paragraph 4;
- d) on the day of final return to your *Country of nationality*;
- e) on the last day stated on the *Membership certificate*.

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

**Penalties for false declaration**

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

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

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

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

**5.4. HOW TO CANCEL YOUR POLICY:**

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

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

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

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

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

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

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

Cover will cease on the date of receipt of the cancellation letter and *We* will refund to the *Member* any *Premiums* already paid, with the exception of those corresponding to the period of cover that has already elapsed.

**If benefits have already been paid under this agreement, the *Member* will no longer be entitled to exercise their right to cancel.**

**5.5. WHAT TO DO IF YOUR TRIP IS CHANGED OR CANCELLED:**

If travel is cancelled, the *Premium* will be refunded to the *Member*, as long as *We* have received notice of this before the *Effective date* of the policy and the original *Membership certificate* and, eventually, the insurance card have been returned. *You* must provide proof that your trip has been cancelled.

If *You* decide to cut short your stay and return permanently to your *Country of nationality*, *You* should send *Us* a registered letter with proof of receipt enclosing documented evidence of your return home (e.g. receipt for payment of electricity, gas or telephone bill, etc.). If your *Premium* was paid in full, *We* will make a pro-rata refund of any remaining *Premium*. If your *Premium* was paid in monthly instalments, *We* will amend the end date of your policy and will cancel the automatic debits.

Please note that payment is due for any month of cover which has begun.

Please send *Us* these supporting documents within five days of your return. Otherwise *We* will refund the excess *Premium* corresponding to the period between the date of receipt of your supporting documents and the initial end date of your policy.

From March 25th 2020 and for all applications, we require a minimal duration of cover of 6 months and we will not accept cancellation for early returns before the 6-months term. There will be no refund if you return to your country of nationality before 6 months. For a renewal of your plan, the minimal duration of cover is 3 months.

**5.6. DIFFICULTY IN OBTAINING A VISA?**

Should *You* have difficulty obtaining a visa, *You* can change the *Effective date*, suspend or cancel the policy.

**To change the *Effective date*:** *You* must send *Us*, **before the *Effective date***, a request in writing accompanied by the *Policyholder certificate* which was issued, detailing the new dates of cover.

**To suspend the policy:** send *Us* a written request, **before the *Effective date***, enclosing the *Policyholder certificate* which was issued. Suspending the policy allows *You* to change the *Effective date* over a period of a maximum of 6 months from the date of issue of the policy.

To help you change the *Effective date* or suspend your policy, when *You* take out your insurance online *You* will automatically receive a form called "Request to change/suspend your policy".

If you applied for your insurance by post, *You* can request this form:

by telephone: +33 (0)1 73 02 93 93,

by email: info.expats@april-international.com.

**To cancel the policy before the *Effective date*:** *You* should make your request, **before the *Effective date***, in writing (by recorded delivery), enclosing the *Policyholder certificate* which was issued.

**To cancel the policy after the *Effective date* due to the rejection of your visa application:** *You* should make your request in writing (by recorded delivery), enclosing the *Policyholder certificate* which was issued and proof of unsuccessful visa application.

## 6. PREMIUMS

**Membership of this policy doesn't exempt *You* from the contributions due to the mandatory insurance system *You* may be dependent of.**

### 6.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium* is determined by the option selected, the age bracket and the duration of cover required. The age of the *Insured* used to calculate the *Premium* is the age of the *Insured* on the *Effective date* of the policy.

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

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*.

### 6.2. PAYMENT METHODS:

*Premiums* are payable in advance in euro, using the payment method chosen by the *Member* and shown on their Application form:

- in full at the time of application by cheque or bank card,
- in monthly instalments by SEPA direct debit from a bank account in euros domiciled in the SEPA area. **that case, the first payment corresponding to 6 months of cover is payable when enrolling in the plan by payment card or Paypal.**

If payment cannot be made in euro, the *Member* should make a bank transfer to our account, details of which *We* will provide on request. Bank charges for this transfer will be paid by the *Member*.

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

If the *Premium* remains unpaid 10 days after its due date, *We* will serve the *Member* with formal notice of suspension of cover. The policy will 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 period of cover is immediately payable under the French Insurance Code.

Please note that failure to pay the *Premium* and the subsequent *Termination* of the policy do not cancel the debt. *We* will take appropriate action to obtain payment of the *Premium* due and will have recourse to a debt recovery firm specialising in international debts. The *Member* is liable for any administration charges incurred as a result of any action taken by *Us* or by our service providers. If the amount stated on the letter of formal notice is paid after suspension of the policy but before *Termination*, the policy will be revived at noon on the day after the *Premium* is paid.

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

**If *You* are paying in monthly instalments, the *Premium* remains payable for the entire period of cover shown on the *Membership certificate*.**

## 7. THE INFORMATION YOU NEED TO BRING TO OUR KNOWLEDGE

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

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

### **Double insurance:**

Reimbursements received from the insurer, from any national health service scheme and 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.**

*You* can select from two options:

**The “Complete” option** provides the following benefits:

- Medical expenses: hospitalisation and primary healthcare in the event of *Illness* or *Accident*,
- Repatriation assistance:
  - Medical evacuation and repatriation,
  - Search and rescue costs,
  - Return of remains and provision of coffin,
  - Presence of a *Family member* or *Friend* to accompany the deceased,
  - Advance payment of bail *Abroad*,
  - Compassionate emergency visit for hospitalisation of more than 6 days,
  - Emergency dispatch of prescribed medication not available locally,
  - Compassionate emergency return in case of death or hospitalisation of a *Family member*,
  - Return of insured family members,
  - Return after *Stabilisation* to the *Country of destination*,
  - Sending a substitute collaborator,
  - Emergency return in the event of *Damage to home*,
  - Legal expenses incurred while *Abroad*,
  - Emergency message relay,
  - Travel assistance if personal items are lost or stolen,
  - Delayed *Baggage*,
  - Enforced stay *Abroad*,
  - Emergency return due to a terrorist attack or a natural disaster,
  - Translation of legal and administrative documents,
- Legal assistance,
- *Personal liability* private capacity, internships and tenant's liability,
- *Personal accident*,
- *Baggage* insurance.

**The “Mini” option** only provides the following benefits:

- Medical expenses: hospitalisation in the event of *Illness* or *Accident* and primary healthcare in the event of *Accident*,
- Repatriation assistance:
  - Medical evacuation and repatriation,
  - Search and rescue costs,
  - Return of remains and provision of coffin,
  - Presence of a *Family member* or *Friend* to accompany the deceased,
  - Advance payment of bail *Abroad*.

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

### **8.1. MEDICAL EXPENSES:**

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

#### **8.1.1. TYPE AND LEVEL OF REIMBURSEMENTS**

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

Expenses are reimbursed item per item depending on the option selected, within the limits of *Actual costs* and 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.

**Benefits overall limits:**

The cumulative amount reimbursement made by the insurer is limited to **€200,000 per Insurance year and per Insured**. Any benefits or services of the same type received from any public or private organisation in France or *Abroad* will be deducted from this amount.

**COMPLETE OPTION**

Up to **€200,000** per *Insured* per *Insurance year*

**HOSPITALISATION\***

Waiting period of 4 weeks for all Covid-19- related healthcare expenses in the United States and Mexico.

Medical or surgical <i>Hospitalisation</i> *: - Transfer by ambulance (if <i>Hospitalisation</i> covered by APRIL International) - Hospital room and board - Medical and surgical fees - Pathology, diagnostic tests and drugs - Medical procedures	100% of <i>Actual costs</i>
<i>Direct payment of hospital charges during Hospitalisation for more than 24h</i>	provided on request 24 hours a day, if prior agreement has been obtained
Private room	100% of <i>Actual costs</i> , up to <b>€50</b> a day

**PRIMARY HEALTHCARE**

Waiting period of 4 weeks for all Covid-19- related healthcare expenses in the United States and Mexico.

Consultations carried out by general practitioners and specialists	100% of <i>Actual costs</i> (limited to <b>€80</b> for each additional consultation after the first 2 per year)
Radiography, diagnostic tests, drugs, nursing care** and specialists procedures	100% of <i>Actual costs</i>
Physiotherapy** ( <b>following <i>Hospitalisation</i> covered by APRIL International</b> )	100% of <i>Actual costs</i> , up to <b>€50</b> per session
<i>Emergency dental treatment</i>	100% of <i>Actual costs</i> , up to <b>€200</b> per year
Dental and other prostheses ( <b>only following a <i>Reported accident</i></b> ) Prescribed glasses or contact lenses ( <b>only following a <i>Reported accident</i></b> )	100% of <i>Actual costs</i> , up to <b>€350</b> per year
Contraceptives (condoms)	up to <b>€20</b> per year

**MINI OPTION**

Waiting period of 4 weeks for all Covid-19- related healthcare expenses in the United States and Mexico.

Up to **€200,000** per *Insured* per *Insurance year*

Medical or surgical <i>Hospitalisation</i> *: - Transfer by ambulance (if <i>Hospitalisation</i> covered by APRIL International) - Hospital room and board - Medical and surgical fees - Pathology, diagnostic tests and drugs - Medical procedures	100% of <i>Actual costs</i>
<i>Direct payment of hospital charges during Hospitalisation for more than 24h</i>	provided on request 24 hours a day, if prior agreement has been obtained
Consultations carried out by general practitioners and specialists	100% of <i>Actual costs</i> , <b>up to €500 per year,</b> <b>only in the event of <i>Accident</i></b> <b>and on presentation</b> <b>of a medical certificate</b>
Radiography, diagnostic tests, drugs, nursing care** and specialists procedures	
Physiotherapy** ( <b>following <i>Hospitalisation</i> covered by APRIL International</b> )	

\* Any *Hospitalisation* of more than 24h is 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).

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

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

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

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

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

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

- by fax: +33 (0)1 73 02 93 60,
- by email: [hospitalisation.expats@april-international.com](mailto:hospitalisation.expats@april-international.com),
- by post: Medical Examiner - 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* during *Hospitalisation* for more than 24 hours to the hospital to which You have been admitted. In this case, We will contact the hospital directly.

**To request the *Direct payment of your hospital charges* 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) 20 22 91 80,
- from the Middle East, Africa and Europe, call +33 (0)1 73 02 93 99.

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

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

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

Certain medical treatments and procedures require the *Prior agreement* of our Medical Examiner. Before starting any treatment, You should ask the doctor prescribing the treatment to complete a *Request for prior agreement* form and provide an itemised estimate. The form *Request for prior agreement* is available on your Customer zone at [www.april-international.com](http://www.april-international.com) or by calling +33 (0)1 73 02 93 93 or by email at [info.expat@april-international.com](mailto:info.expat@april-international.com).

*Prior agreement* is required for *Hospitalisation* and for prescribed courses of treatment (physiotherapy following covered *Hospitalisation* and nursing care) if more than 10 sessions are prescribed per *Insurance year*.

**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 8001  
81700 Blan - FRANCE  
Email: [claims.expats@april-international.com](mailto:claims.expats@april-international.com)

### 8.1.4. HOW TO CLAIM REIMBURSEMENT OF COSTS



## To obtain a reimbursement:

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

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

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

### > By post:

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

Please send your claims for reimbursement to the following address:

#### **APRIL International Care France**

Service Courrier

1 rue du Mont

CS 8001

81700 Blan

FRANCE

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

- originals of your paid bills and medical prescriptions, showing the date, your first name, surname and date of birth, the pathology or condition in cause, 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;
- for reimbursement of your *Emergency dental treatment*, *You* must also provide a medical certificate issued by your dentist certifying that the treatment was given in response to a dental emergency as defined in paragraph 2;
- for reimbursement of prosthesis (dental or other) and of optical costs, *You* must attach proof that the treatment was given as a direct consequence of a *Reported accident*, as defined in paragraph 2;
- for reimbursement of medical expenses other than *Hospitalisation*, if the Mini Option was selected, *You* should also enclose a medical certificate proving that your treatment was the result of an *Accident* as defined in paragraph 2;
- if the treatment requires a *Request for prior agreement*, the *Request for prior agreement* form approved by our medical department;
- in the event of *Hospitalisation*, *You* must also send *Us* the hospital report and *Confidential medical certificate* completed by your doctor. Please also ensure that your bill shows a breakdown of the cost of the private or double room.

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

In the event of a dispute regarding the amount of payment, please notify *Us* within 3 months following the date on the reimbursement advice note.

### **You can be reimbursed:**

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

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

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

Furthermore, your bank may charge *You* transfer fees. These will be assumed by *You*.

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

## 8.2. 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 on +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.

### **8.2.1. RULES GOVERNING THE APPLICATION OF THE INSURANCE**

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

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

### **8.2.2. BENEFITS COMMON TO THE MINI AND COMPLETE OPTIONS**

#### **8.2.2.1. Medical evacuation and repatriation**

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

If the Europ Assistance *Medical team* recommends that *You* are repatriated, Europ Assistance will organise and carry this out, based on the medical requirements deemed appropriate by its *Medical team*.

Repatriation may be to:

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

If *You* are hospitalised in a health centre outside the hospital district of your usual place of residence in your *Country of nationality* or primary place of residence in your *Country of destination*, Europ Assistance will organise your return after it has been established that your condition is stable, and *You* will be transferred to your home in your *Country of nationality* or in your *Country of destination*. Repatriation may be carried out by light sanitary vehicle, ambulance, train, scheduled airline or air ambulance.

The *Medical team* is solely responsible for the final choice of place and date of hospitalisation, your need to be accompanied, and any means or resources to be used.

Any refusal of the solution proposed by the *Medical team* will result in the cancellation of personal assistance cover.

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

#### **8.2.2.2. Search and rescue costs**

The purpose of this cover is to reimburse *You* for the costs of search and rescue, requiring the intervention in a private or public location, of specialised teams equipped with all resources needed, including the use of a helicopter, to locate and evacuate *You* to the nearest equipped reception centre, **up to a limit of €5,000 per *Insured* and €15,000 per event**. In all cases, this cover is limited to the amount that *You* must pay in full or in part, based on invoices, to official entities that have taken part in search or rescue efforts. This cover tops up or takes over from any similar cover that may have been taken out with another insurer, the limits of which have been reached. *You*, or anyone acting on your behalf, must provide Europ Assistance with immediate verbal notice no more than 48 hours after the intervention, indicating the reasons for the same.

#### **8.2.2.3. Return of remains and provision of coffin**

In the event of your death, Europ Assistance organises and undertakes repatriation of the body or ashes from the place of death to the place of burial in your *Country of nationality* or in your country of origin, if different. Europ Assistance will cover the costs of post-mortem care, casketing and transportation requirements.

Europ Assistance will organise and cover the cost of coffin transport **up to a limit of €1,500**. The funeral, ceremony, local transportation and burial or cremation expenses remain at the expense of your family. The choice of companies taking part in the repatriation process rests solely with Europ Assistance.

#### **8.2.2.4. Presence of a *Family member* or *Friend* to accompany the deceased**

If the presence of a *Family member* or a *Friend* is indispensable to identify the body of the deceased *Insured* and for the formalities of repatriation or cremation, Europ Assistance provides **a return economy class airline ticket or first class railway ticket**. This benefit can only be implemented if the *Insured* was alone at the time of his death.

#### **8.2.2.5. Advance payment of bail *Abroad***

Europ Assistance advances the cost of bail *Abroad* required by the authorities to free *You* or to enable *You* to avoid incarceration. This advance is made through an on-site lawyer **up to a limit of €15,000 per event**.

*You* must reimburse this amount to Europ Assistance:

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



### 8.2.3. BENEFITS VALID ONLY UNDER THE COMPLETE OPTION

#### 8.2.3.1. Compassionate emergency visit for hospitalisation of more than 6 days

If your condition does not permit or does not necessitate your repatriation and if the local hospitalisation exceeds six consecutive days, Europ Assistance will provide **a return economy class airline ticket or first class railway ticket** for a *Family member* to be with *You*.

This cover is acquired only if none of your (legally adult) *Family members* is on site.

Europ Assistance will organise and cover accommodation costs (bed and breakfast only) **for up to 10 nights at a rate of €80 per night. No other temporary accommodation will give rise to compensation of any kind.**

#### 8.2.3.2. Emergency dispatch of prescribed medication not available locally

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

If they are available, they will be sent as soon as possible subject to local legislation and the available means of transportation. This service is available for one-off requests. In all cases, it does not apply to long term treatments that require regular dispatches or requests for vaccines. *You* are responsible for the cost of the medication. *You* agree to reimburse the amount plus any custom clearance charges within a maximum period of 30 days from the shipment date.

#### 8.2.3.3. Compassionate emergency return in case of death or hospitalisation of a *Family member*

Europ Assistance will provide *You* with **a return economy class airline ticket or first class railway ticket** in the event of the death or hospitalisation of more than 5 days of a *Family member* in your *Country of nationality* (or in your country of origin if different). The trip must take place within 8 days of the death or hospitalisation.

This cover applies when the death or hospitalisation occurs subsequent to your departure *Abroad*. Europ Assistance reserves the right, prior to the provision of any service, to request proof of the covered event (hospital certificate, death certificate etc). **In order to benefit from this cover, *You* must contact Europ Assistance to obtain their prior agreement. Otherwise, Europ Assistance has the right to refuse to reimburse any tickets which *You* may have bought yourself.**

#### 8.2.3.4. Return of insured family members

In the event of medical repatriation or repatriation of the body of the *Insured*, Europ Assistance organises the return trip to the residence of the family members who are travelling with him. Europ Assistance bears the cost of a **one-way economy class airline ticket or 1<sup>st</sup> class railway ticket** unless the original return tickets can be used or changed.

#### 8.2.3.5. Return after *Stabilisation* to the *Country of destination*

If following medical repatriation, *You* are able to return to your professional activity, Europ Assistance, after agreement with their *Medical team*, organises your return to your *Country of destination* in order to resume the interrupted assignment. Europ Assistance bears the cost for the **one-way economy class airline ticket or 1<sup>st</sup> class railway ticket**. This cover cannot be applied concurrently with the benefit: "Sending a substitute collaborator".

#### 8.2.3.6. Sending a substitute collaborator

In the event of the *Insured's* death, or if the *Insured* must be hospitalised for more than 10 days, Europ Assistance will organise and pay for a **one-way economy class airline ticket or a first class railway ticket** to send a substitute collaborator from the *Insured's Country of nationality* to the *Country of destination*. This request must be made by the *Member* no more than 8 days after the death or the medical decision to repatriate the *Insured* made by the assistance service. This cover cannot be applied concurrently with the benefit: "Return after *Stabilisation*".

#### 8.2.3.7. Emergency return in the event of *Damage to home*

If *You* are away from home and if your presence is indispensable there to carry out necessary formalities, Europ Assistance will organise your transport and that of any minor children who cannot be cared for where *You* are, to the said home. Europ Assistance will pay for a one-way economy class airline ticket, a 1<sup>st</sup> class railway ticket or a category A or B rental car for up to 24 hours, on condition that the original means of transport planned 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 *Claim* and if *You* are more than 50 km away from your home.

#### 8.2.3.8. Legal expenses incurred while *Abroad*

Following an unintentional infraction of the law and regulations in your *Country of destination* and for all non-criminal acts, Europ Assistance intervenes, upon your written request, if legal action is filed against *You*. This cover does not apply to matters related to your professional activity. Europ Assistance bears the local legal fees **up to a maximum of €3,000 per event.**

#### 8.2.3.9. Emergency message relay

If it is materially impossible for *You* to send an urgent message and if *You* request it, Europ Assistance sends, free of charge and by the most rapid means, messages or news from *You* to members of your family, friends or employer. The messages remain the responsibility of their authors who must be identifiable and their sole concern. Europ Assistance acts solely as an intermediary in the transmission of the messages. Europ Assistance can also serve as an intermediary in the opposite direction.

#### 8.2.3.10. Travel assistance if personal items are lost or stolen

When travelling *Abroad*, in the event of loss or theft of your personal effects (identity documents, means of payment, luggage) or travel documents and after the declaration to the competent authorities, Europ Assistance will make every effort to assist *You*. Europ Assistance is not authorised to stop payments on behalf of third parties.

When replacement documents are produced in your *Country of nationality*, Europ Assistance will deliver them by the most rapid means.

Europ Assistance can send an advance **equal to €1,000 per event** in order to allow *You* to purchase basic necessities.

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

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

#### 8.2.3.11. Delayed baggage

Cover applies to your travel bags, suitcases and personal effects or the objects contained therein. Personal effects covered under the policy are your valuables with a value of at least €500, jewellery (natural or cultured pearls, precious and hard stones), furs. Baggages include your laptops, electronic diaries, audio-visual equipment, cameras, video cameras or Hi-Fi equipment.

If your baggage (checked in and in the care of the airline) is not delivered within 24 hours of arrival at the destination of a scheduled flight, Europ Assistance will pay *You* **up to €200** of the costs incurred in the purchase of emergency and essential items.

#### 8.2.3.12. Enforced stay *Abroad*

In the event of an incident classed as *Force majeure* by the public authorities in your *Country of destination* and which prevents *You* from returning permanently to your *Country of nationality*, Europ Assistance 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 Europ Assistance. Costs incurred without the prior agreement of Europ Assistance and costs generated by the extension of a stay which is not the result of an event classed as *Force majeure* will not be reimbursed under the policy. In the event of an incident classed as *Force majeure*, all cover under the policy remains in place for a maximum of 5 days from the end date stated on your *Membership certificate*.

#### 8.2.3.13. Emergency return due to a terrorist attack or a natural disaster

If *You* are obliged to leave the place where *You* are staying on the advice of the local authorities of your *Country of destination* or those in your *Country of nationality*, as a result of events rendering the political regime unstable or as a result of a natural disaster (such as an earthquake or flood), *You* may be eligible for early return home benefit. In this case, *You* will need to send *Us* supporting documentation to claim the reimbursement of your travel costs, which will be limited to the cost of an airline ticket (economy class) or train ticket (1<sup>st</sup> class). These documents should be sent to *Us* as soon as *You* return to your *Country of nationality*. **This benefit is only available if *You* are outside your *Country of nationality*.**

#### 8.2.3.14. 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, Europ Assistance will organise and cover the cost of the translation of such documents in your mother tongue. Europ Assistance's cover is limited to **€500 per Insurance year**. Europ Assistance will not be held responsible for the consequences of poor translations or misunderstandings on your part.

### 8.2.4. LIMITATIONS ON COVER

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

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

## 8.3. LEGAL ASSISTANCE:

### 8.3.1. LEGAL, PRACTICAL AND ADMINISTRATIVE INFORMATION SERVICE

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

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

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

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

- **Criminal law:** *You* are covered for the defence of your interests if *You* are brought before a criminal court or an administrative commission following an event insured under the *Personal liability* (private capacity) cover (see paragraph 8.4) insofar as *You* are not represented by the lawyer acting for the insurer in the defence of your civil interests.

- **Accommodation:** You are covered for *Disputes* with your landlord. This includes *Disputes* relating to maintenance work inside the property, interior design or improvements, *Disputes* relating to neighbourhood disturbances, *Disputes* over service charges.
- **Local government:** You are covered for *Disputes* You have with local government (excluding tax authorities), public services and local authorities.
- **Internet purchases:** You are covered for *Disputes* relating to transactions carried out on an internet website.
- **Remedy:** the insurer will intervene to claim compensation from the person identified as responsible for any personal injury or material damage You suffer as the result of an *Accident*.

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

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

#### Search for an amicable solution

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

#### Payment of legal expenses

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

COVERED LEGAL COSTS	UPPER LIMITS
Successful amicable remedy	€250 per case
Expert appraisal (investigation)	€275 for the first intervention €90 for each subsequent intervention
Preliminary appeal (administrative matters)	
Representation before an administrative committee, civil commission or disciplinary hearing	
Out-of-court settlement brought to completion	€400 per case
Successful mediation or conciliation witnessed by a judge	
Summary or ex-parte proceedings	€400 per court order
Community court judge	€340 per case
Police court/litigation	€340 per case
Court of first instance (and courts at the same level)	€520 per case
High court (and courts at the same level)	€750 per case
Court of Appeal	€850 per case
Court of Sessions, Court of Cassation, Council of State	€1,500 per case

These fees include secretarial and travel costs and are shown including all taxes.

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

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

#### How to benefit from the cover:

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

If there is a delay in declaring the *Litigation* and if this delay proves to be prejudicial to the insurer, they may refuse to intervene. The *Litigation* must have occurred after the *Effective date* of cover and must be declared during the period of validity of the

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

#### **Arbitration clause**

In the event of a dispute between *You* and the insurer, the insurer will apply Article 127-4 of the French Insurance Code which sets out the procedure for settling a *Dispute*.

*You* and the insurer may agree to appoint a third party to act as arbitrator in the *Dispute*. If the appointment of a third party cannot be agreed mutually, the third party will be appointed by the Presiding Magistrate of the High Court in Paris, acting in chambers, the costs being paid by the insurer.

However, the Presiding Magistrate of the High Court may decide otherwise if he considers the procedure to have been improperly used. If *You* undertake litigation at your own expense and obtain a resolution more favourable than that proposed by the insurer - or by the third party mentioned above - the insurer will reimburse the costs incurred by *You* within the limits of cover under the policy. *You* can also submit the dispute for assessment by a third person, freely chosen by *You*, who is recognised to be independent and authorised to give legal advice. *You* must notify the insurer of this appointment and this person's fees will be paid by the insurer up to a maximum of €200.

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

#### **Conflicts of interest**

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

### **8.4. PERSONAL LIABILITY PRIVATE CAPACITY, INTERNSHIPS AND TENANT'S LIABILITY:**

#### **8.4.1. PURPOSE OF THE COVER**

The insurer covers the pecuniary results 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* may cause to other persons, resulting in particular from:

- your own actions or those of persons for whom *You* are responsible;
- things or animals owned or kept by yourself;
- any sport or outdoor activity that *You* may practise (except *Exclusions* mentioned in paragraph 9);
- liability incurred through participation in internships, with regard to the internship manager, for damages caused to materials used during the internship;
- renting an apartment,
  - in the event of damage caused to neighbouring apartments,
  - in the event of bodily injury or material damage caused to your guests.

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

#### **8.4.2. LIMITATIONS ON COVER**

- *Bodily injury*: **€4,500,000 per Claim.**
- *Material and Consequential damage* to a third party: **€460,000 per Insurance year**; *Consequential damage* is included for up to 20% of the insured amount, that is **€92,000. Excess of €75 per Claim.**
- *Material damage* caused during internships: **€12,000 per Insurance year. Excess of €75 per Claim.**

#### **How to benefit from the cover:**

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

### **8.5. PERSONAL ACCIDENT:**

#### **8.5.1. ACCIDENTAL DEATH**

The insurer shall pay the *Beneficiary* or *Beneficiaries* a **fixed sum of €10,000**. If the *Insured* is less than 16 years of age at the time of their death, payment is in all cases limited to funeral costs. Cover applies to death occurring no more than twelve months after an *Accident* that has caused fatal 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 sum stipulated in the event of death, minus the amount of the said *Compensation*.**

#### **Attribution of benefits**

In the event of the *Insured's* death, the lump sum is paid to the *Beneficiary* (or *Beneficiaries*) designated either on the Application form or at a later date by the *Insured*.

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 before a notary. 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 on condition that 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; second, equally, to your children born, unborn, living or represented as such; third, equally to your ascendants and fourth 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 to any other of their heirs.

#### How to benefit from the cover:

The death must be declared by sending the insurer, through our intermediary, the supporting documents necessary 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.

Settlement is made with the nominated *Beneficiary* within 20 days of receipt of these documents. If there is more than one *Beneficiary*, payment is indivisible and the insurer will settle upon receipt signed jointly by the interested parties.

Once We receive notification of death and ascertain the contact details of the *Beneficiary* or *Beneficiaries*, We will have a period of (15) days [i.e. 2 weeks] in which to ask the *Beneficiary* or *Beneficiaries* to submit all of the documents necessary to process the file.

On receipt of all of the documents making up the file and if a reimbursement is due, We will pay out the fixed sum within thirty (30) days.

If payment is not made by this deadline, any unpaid fixed sum will bear interest in accordance with the legislation in force.

Where a reimbursement is due, the fixed sum guaranteed in the event of the *Insured's* death will be subject to revaluation following the date of death, until such time as all of the documents necessary to effect payment have been received or, if applicable, until such time as the fixed sum has been deposited with the Caisse des Dépôts et Consignations, at an interest rate set by law.

If it proves impossible to identify or find the *Beneficiary* or *Beneficiaries* of the policy within a period of (10) years following notification of death, the insurer will be obliged to deposit the fixed sum payable with the Caisse des Dépôts et Consignations (CDC). Any monies deposited with the CDC but remaining unclaimed will accrue to the State once a period of (20) years has elapsed since the time they were deposited with the CDC.

#### 8.5.2. IN THE EVENT OF TOTAL OR PARTIAL PERMANENT *DISABILITY* FOLLOWING AN *ACCIDENT*

In the event of total permanent *Disability*, that is a degree of *Disability* of 100%, the insurer will pay You the **fixed sum of €40,000**.

In the event of partial permanent *Disability*, payment will be reduced based on the recognised degree of *Disability*. The degree of *Disability* is determined by the insurer's Medical Examiner after stabilisation of the injuries.

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

If You are affected by a *Disability* prior to the occurrence of the covered *Accident*, injuries resulting from the former will not be taken into account. However, if the limb or organ already affected is affected by other injuries, *Compensation* will be based on the difference between the state of the limb before and after the *Accident*. If You have not undergone the treatment that You were prescribed, *Compensation* will be based on the estimated consequences of the same *Accident* if the required treatment had been followed.

#### How to benefit from the cover:

You must declare the *Accident* claim in writing, to the insurer, through our intermediary, **within 30 days** of the date it became known excluding fortuitous events or cases of force majeure. The claim must include all details on the seriousness, causes and circumstances of the *Accident*. You must also:

- forward all documents proving your identity and/or marital status;
- forward a certificate from the doctor called to give first aid, describing the exact nature and current state of the injuries, as well as their consequences;
- forward all documents needed to establish the fact and significance of the *Accident*;
- submit to a medical exam by the insurer.



## 8.6. BAGGAGE:

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

- loss of *Baggage* during carriage by a transport company,
- theft of *Baggage*, personal effect and items during the outward and homeward journey and for the entire duration of the trip,
- total or partial destruction 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 outward and homeward journey and for the entire duration of the trip.

In the event of the loss, theft or destruction of *Baggage* registered with a carrier, the insurer will take action only after due claim has been made to the carrier and after deducting any *Compensation* that may be provided by the latter as a result of its own liability. In the case of disappearance of *Baggage* or the contents of *Baggage* entrusted to a hotel operator, the insurer will take action after deducting any *Compensation* that may be provided by the depositary or its insurer as a result of its own liability.

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

**For all Claims, You will pay a €30 Excess.**

### How to benefit from the cover:

You must declare the *Claim* in writing to the insurer, through our intermediary, **within 5 working days** of the loss or damage.

After this 5-day period the claim may be rejected.

You will be asked for a number of supporting documents.

## 9. WHAT IS NOT COVERED BY YOUR POLICY

### 9.1. EXCLUSIONS FROM MEDICAL EXPENSES COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 9.7 below, the following are excluded from cover:

- any costs incurred for treatment or procedures prescribed before the *Effective date* of the policy or during the *Waiting period*;
- any medical and surgical expenditure not prescribed by a qualified *Medical authority*;
- treatment requiring *Prior agreement*, dispensed without *Prior agreement* (in the event of *Hospitalisation* without *Prior agreement*, an *Excess* of 20% will be applied to your reimbursement);
- *Hospitalisation* expenses or stays in sanatoriums or homes, when the hospital or medical centre treating the *Insured* is not approved by the relevant public authorities;
- costs that could have been incurred on the *Insured's* return to their *Country of nationality*;
- costs related to maternity (pregnancy and childbirth including complications of pregnancy) and to termination of pregnancy;
- any treatment related to infertility, fertility or contraception;
- related expenses in the event of *Hospitalisation* such as telephone charges or excessive, unreasonable or unusual expenses considering the country in which they were incurred;
- supplies which are not essential to the diagnosis or treatment of the *Illness*;
- transportation expenses other than transfer by ambulance to the nearest suitable care centre;
- alternative or complementary medicine;
- the cost of over-the-counter pharmacy items, cosmetics, hygiene products, sunscreens and/or moisturisers, make-up, beauty treatments and comfort care, vitamins and minerals, food supplements, dietetic products, baby foods and mineral water;
- thermometers and blood pressure monitors;
- any cosmetic treatment, anti-ageing cures, weight-loss and weight gain treatments;
- growth hormones;
- operations and treatments related to sex change;
- medicines and treatment related to erectile dysfunction;
- psychiatric care, psychotherapy, psychoanalysis, treatment for mental illness, depression, nervous disorder (hospitalisation, consultations, medication, diagnostic tests and laboratory tests);
- psychologists consultations;
- occupational therapy, logopedics and the treatment of psychomotor disorders;
- self-harm;
- attention deficit disorder with or without hyperactivity;
- the treatment of eating disorders;
- the treatment of alcoholism, drug addiction or any other addiction or illness linked to such dependency;
- medicines and treatments to support smoking cessation;
- thalassotherapy and thermal cures;
- the cost of vaccination;
- care, examinations and treatment of the skin (skin cancer treatment is covered);
- pedicure;

- medical auxiliaries other than physiotherapists and nurses;
- dental implants, periodontics and all orthodontic treatment;
- surgery on or extraction of wisdom teeth;
- any non-emergency dental treatment such as: routine dental examinations, scaling, pre-existing conditions including tooth decay/cavities, reconstruction, crowns and/or repair of crowns or any other treatment not required for pain relief;
- the cost of prostheses (including dentures) and eye care, unless the costs are the result of a *Reported accident*;
- laser eye surgery (including the correction of myopia) and the treatment of cataracts;
- primary healthcare under the Mini Option, unless the costs are incurred following an *Accident* and a medical certificate has been provided;
- surgery on the temporo-mandibular joint;
- *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*;
- the cost of sourcing and transporting organs for transplant;
- health checks, routine tests and check-ups;
- stays in a geriatric unit, medical teaching institutions and similar establishments;
- hospitals and care facilities for the dependent elderly and long-term hospitalisations;
- stays in rest homes except after medical or surgical *Hospitalisation*;
- experimental treatment;
- any expenses not required medically;
- treatment not recognised by the *Medical authorities* of the country in which it is dispensed;
- the private room, in case of choice of the Mini option,
- preventive treatments.

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

In addition to the *Exclusions* common to all cover outlined in paragraph 9.7 below, the following facts or events, with respect to repatriation assistance, are not covered and will not give rise to any compensation whatsoever nor to any intervention on the part of Europ Assistance:

- any interventions and/or reimbursements related to medical visits, check-ups, or preventative screenings;
- infections or benign injuries that can be treated on site and that do not prevent the *Insured* from continuing their travel;
- convalescence, infections in the process of being treated and not yet cured and/or requiring further treatment;
- *Pre-existing conditions*, which had been identified prior to departure and which were at risk of aggravation or relapse;
- infections requiring hospitalisation in the 6 months prior to departure;
- any consequences (check-ups, further treatment, recurrences) of an ailment having caused repatriation;
- pregnancy, childbirth and their consequences involving newborns, termination of pregnancy;
- the consumption of alcohol and the consequences thereof under local legislation;
- trips undertaken for diagnosis and/or treatment;
- the consequences of the failure of, unfeasibility of, or reaction to any vaccination or treatment desired or essential for travel;
- congenital *Illnesses* or deformities;
- the result of a voluntary disregard for regulations in the visited country, or the practice of activities not authorised by local authorities;
- the results of participation in a wager, challenge, duel or crime;
- the results of failing to respect recognised safety rules related to the practice of sports activities;
- the costs of a stay, except those agreed to in advance with the assistance service;
- the cost of fuel, tolls, or ferries;
- costs not supported by original documents;
- all other costs not stipulated in the agreed cover.

Not covered are:

- medical costs, treatments, stays in rest homes, re-education, contraception and fertility treatment, glasses, contact lenses, or cosmetic, dental or acoustic prostheses;
- repeated transport required by the *Insured's* state of health.

With regard to benefit in the event of an enforced stay *Abroad*, the following are not covered:

- costs incurred without Europ Assistance's prior agreement;
- costs incurred as a result of extending the stay in circumstances other than *Force majeure* as defined in the paragraph 2 and attested by the competent public authorities.

The following are excluded from the search and rescue cover:

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



### 9.3. EXCLUSIONS WHICH APPLY TO LEGAL ASSISTANCE COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 9.7 below, the insurer will not intervene:

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

The insurer will in no circumstances cover:

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

### 9.4. EXCLUSIONS FROM PERSONAL LIABILITY PRIVATE CAPACITY, INTERNSHIPS AND TENANT'S LIABILITY COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 9.7 below, the following are excluded from cover:

- damage resulting from any professional activity (except for damage to materials used during internships);
- the pecuniary results of contractual liability that the *Insured* incurred beyond any liability incurred with regard to the internship manager for damages caused to materials used during the said internship;
- the traffic risks set forth in French Acts 58208 (February 27, 1958) and 85.677 (July 5, 1985) on compulsory motor vehicle insurance;
- *Accidents* involving the *Insured* or their employees or agents in the course of their functions as well as their ascendants and descendants;
- damage caused to objects 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;
- any spills, scratches or abrasions to sanitary fixtures and any breakage of crockery or damage to bed frames or bedding.

### 9.5. EXCLUSIONS FROM PERSONAL ACCIDENT COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 9.7 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.

#### 9.6. EXCLUSIONS FROM BAGGAGE COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 9.7 below, the following are excluded from cover:

- cash, personal papers, business documents, administrative documents, traveller's cheques, credit cards, airline tickets, tickets for travel and vouchers;
- smoking-related *Accidents*, damage to objects that fall or are thrown into a fireplace, or scorched by excess heat;
- damage to electrical devices due solely to their own functioning or malfunctioning;
- damage to covered goods resulting from their confiscation or detention by customs officials or other public authorities;
- breakage or damage to delicate or fragile objects such as watches, cameras, glasses and computer equipment;
- normal wear and tear;
- theft committed by members of the *Insured's* family, pursuant to Article 380 of the French Penal Code, or with their complicity, or by their domestic workers or servants in the course of their work;
- theft committed under the following circumstances:
  - a) in the case of registered baggage, if the theft was facilitated by poor or defective packaging;
  - b) when objects were left unattended in a public place or in a place open to use by several occupants;
  - c) when objects 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 an automobile not parked in a public or private garage, except for objects in the hold or boot of a bus or coach;
- theft in your place of residence without breaking and entering which is duly reported to an authority (police, gendarmerie, transport company, purser etc.).

#### 9.7. EXCLUSIONS COMMON TO ALL COVER:

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, regardless of location and protagonists (except in the case of legitimate self-defence);
- deliberate participation, either by the *Member* or the *Insured*, in acts of terrorism, regardless of where the events take place;
- suicide or suicide attempts, the use of drugs or narcotics without a medical prescription;
- alcoholism or drunkenness of the *Insured* (alcohol level higher than that defined by the traffic law applicable on the day of the *Claim* in the country where the incident took place);
- road traffic *Accidents* involving two-wheeled vehicles if the *Insured* was not wearing a helmet;
- direct or indirect effects of changing the structure of the atomic nucleus, climatic changes such as storms and hurricanes, earthquakes, floods, tidal waves or other disasters except in the case of indemnity for natural disasters;
- *Accidents* or *Pre-existing conditions* before the *Effective date* of the policy, subject to relapses or not stabilised, congenital illnesses or deformations not declared at the time of application;
- dangerous sports such as microlighting, hang-gliding, paragliding, driving cars, motorcycles or go-carts, parachuting, mountaineering, climbing (other than on artificial climbing walls), rock climbing, underwater diving except for free-diving up to 50 meters, caving, skeleton, ski jumps, bobsleighbing, bungee jumping, rafting, canyoning, kitesurfing, airballooning, jet-skiing, self-defence and combat sports and the following sports practised off piste: down-hill skiing, cross-country skiing, sledging, snowboarding;
- participation in a professional capacity in any competitive sport or training, the practice of a sport in a professional capacity within a club or federation;
- hunting;
- participation in sports courses and study programmes;
- any sport requiring the use of any kind of land, sea or air engine;
- any sporting activity involving the use or presence of an animal such as horse riding, equestrian competitions or bullfighting;
- air navigation *Accidents* unless the *Insured* is simply a passenger aboard an aircraft for which the owner and the pilot have all required permits and licenses;
- sailing or cruising on the high seas on a personal or professional basis (more than 200 nautical miles);
- carrying out all professional activity on an oil rig.

Except in application of Articles L.113-8 and L.113-9 of the French Insurance Code, the cover applies to the consequences of disabilities or *Pre-existing conditions* dating before the signing of the Application form if they were declared on the Application form and are not subject to a particular exclusion of which the *Insured* had been notified by registered letter and which has been accepted by the *Insured*.

## 10. GENERAL PROVISIONS

### 10.1. 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 3, 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 are available appended to the General Conditions:

**for medical expenses cover:** optional group insurance plan with Groupama Gan Vie (plan number 219/851724), a public limited company with fully paid capital of €413,036,043 registered with Companies House in Paris under number 340 427 616 (APE code: 6511Z), located at 8-10 rue d'Astorg, 75383 Paris Cedex 8, FRANCE;

**for repatriation assistance cover:** optional group insurance plan with Chubb European Group SE (plan number n°FRBBBA05125), 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 legal assistance cover** is insured by Solucia PJ (policy number 1000 66 04), a limited company with a capital of €7,600,000 regulated by the French Insurance Code, registered with Companies House in Paris under number 481 997 708. Head office: 3 boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE.

**Personal liability (private capacity, internships and tenant's liability), Personal accident and Baggage insurance cover** are insured by Chubb European Group SE (plan number n°FRBBBA05125), 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 administration of these plans is delegated to APRIL International Care France, a simplified joint-stock company with capital of €200,000, an insurance broking and administration company registered with Companies House in Paris under number 309 707 727 and with ORIAS number 07 008 000 ([www.orias.fr](http://www.orias.fr)), located at 14 rue Gerty Archimède, 75012, Paris FRANCE.

### 10.2. LEGAL:

The bodies responsible for regulating insurance activities are:

- for medical expenses and legal assistance cover: Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority) located at 4 place de Budapest, 75436 Paris Cedex 09, FRANCE;
- for repatriation assistance, *Personal liability* (private capacity, internships and tenant's liability), *Personal accident* and *Baggage insurance cover*: CHUBB European Group SE supervised by the l'Autorité de Contrôle Prudentiel et de Résolution (ACPR), located 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 Magellan plan is evidenced by the Application form, the current General conditions and the *Membership certificate*. It is subject to French legislation and in particular to its Insurance Code.

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

### 10.3. LIMITATIONS:

**In accordance with Articles L 114-1, L 114-2 and L 114-3 of the French Insurance Code, "Any legal action arising from an insurance**

**policy must be brought within 2 years of the event having given rise to this action".**

**However, this period shall run:**

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

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

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

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

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

- **the acknowledgement by the debtor of the right of the person against whom they were seeking interruption of the period of limitation (article 2240 of the French Civil Code),**
- **a legal claim (articles 2241 to 2243 of the French Civil Code),**

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

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

#### **10.4. SUBROGATION:**

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

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

#### **10.5. AUDIT:**

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

#### **10.6. COMPLAINTS - MEDIATION:**

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

If *You* are not satisfied with the response provided, *You* can contact our Claim Department at:

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 Groupama Gan Vie (8-10, rue d'Astorg, 75383 Paris Cedex 8, FRANCE), CHUBB Chubb European Group SE, (La Tour Carpe Diem, 31, place des Corolles, Esplanade Nord, 92400 Courbevoie, FRANCE) and Solucia PJ (3 boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE), have entrusted *Us* with the handling of complaints. *We* will do our utmost to respond to your complaint within a maximum period of 48 working hours and are committed to keeping *You* informed of the progress of your complaint within the same timescale if, for reasons beyond our control, it needs to be extended.

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

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

*We* would inform *You* that the data collected in order to handle your complaint will be processed electronically by our company for the purposes of complaint monitoring and will be passed on for this purpose only to the insurer, their reinsurers and the APRIL holding company as well as to our partner service providers for the activation of your insurance cover. *You* have the right to access and query your personal information and to have this information corrected or deleted (see paragraph 10.7).

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

In the course of our relationship, we are required to collect personal data about you. Information on how the data is processed and how you can exercise your rights in respect of this data can be found in the "Information Notice - The processing of your personal data" provided to you. This document is also available from our advisors and on our website [www.april-international.com](http://www.april-international.com)

To waive 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 L.112-9 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 of signature of the agreement without requiring to specify the reason for the cancellation or being subject to penalties.

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

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

Policy name: **Magellan Ref. Ma 2018**

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



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april International Care

Headquarters:  
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)

A 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 registration number : FR60309707727



Insurance made easy.

## 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**

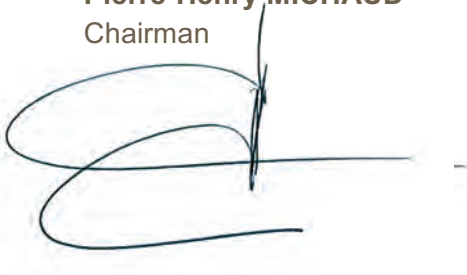
The dissolution of the Association or its merger or union with another organisation can only be approved if proposed by the Board at an Extraordinary General Assembly, in accordance with the conditions set out above.

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

