



# General conditions 2010

# *Welcome Cover*

[ Insurance solutions ] for **short-term impatriates** in France



*Personal insurance for  
short-term impatriates  
in France up to age 79*

# General Conditions

Booklet - To be retained by the insured

For further information about your policy, APRIL Mobilité's customer service team is available  
 Monday to Thursday from 8.30 to 18.00 (8.30 to 17.30 on Friday) - Paris time  
 Tel: +33 (0)1 73 02 93 93 - Fax: +33 (0)1 73 02 93 90 - E-mail: info@aprilmobilite.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.

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## 1. Services available under your policy

### 1.1 Direct payment of hospital fees for stays of more than 24 hours

This service is subject to an assessment by the APRIL Mobilité Medical Examiner following a review of the *Confidential Medical Certificate* (see page 7).

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

→ Call + 33 (0)1 73 02 93 99.

### 1.2 Repatriation assistance

**To request repatriation assistance:**

In order to benefit from repatriation assistance (see page 8), *You* must obtain prior approval from APRIL Mobilité Assistance. To request assistance, *You* can contact us:

- **By making a reverse charge call to France** on +33 (0)1 55 92 23 09,
- **By fax** on +33 (0)1 55 92 40 50.

These numbers are also listed on your APRIL Mobilité Insurance Card, issued at the time of application:



### 1.3 Counselling

**To take advantage of the counselling service** (see page 9):

- **By telephone:** +33 (0)1 53 04 62 75,
- **By email:** consultant.am@psya.fr.

### 1.4 Online services

At [www.aprilmobilite.com](http://www.aprilmobilite.com) (using the « particulier » link), *You* can access your extranet service using a secure access code and password.

**If *You* are Insured, *You* can view:**

- your reimbursement advice notes, details of cover and current general conditions,
- your personal and bank details.

***You* can download the forms *You* will need to use the services or make a Claim** (see pages 7 and 8):

- *Confidential Medical Certificate* (to be completed by your doctor in the event of *Hospitalisation*),
- *Request for prior agreement* (to be completed by your doctor if prescribing treatment to be delivered by medical auxiliaries),

- Claim for reimbursement (to be enclosed with your medical bills and prescriptions).

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

- view your personal details and those of your insurance consultant,
- view your payment method.

### 1.6 Where to send your claims for reimbursement

**Send your claims for reimbursement (enclosing your original bills and prescriptions) to:**

**APRIL Mobilité**  
 Service Adhésions Remboursements  
 110, avenue de la République  
 CS 51108  
 75127 Paris Cedex 11, FRANCE  
 Telephone: + 33 (0)1 73 02 93 93

## 2. Definitions

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

### 2.1 Definitions which apply specifically to repatriation assistance cover

**Family member:** your father, mother, sister, brother, child or legal guardian residing in your *Home country*.

**Friend:** any individual designated by *You* or by one of your beneficiaries living in your *Home country*.

**Medical authority:** person holding a medical or surgical diploma which is valid in your country of residence.

**Medical team:** structure adapted to each individual case and defined by APRIL Mobilité Assistance's liaison doctor.

**Personal accident:** any sudden, unexpected and violent event from an external source not intended by the victim and resulting in grievous bodily harm.

**Proximate cause:** your *Personal Accident*, *Illness*, or death.

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

**You:**

- any person under the age of 65, insured under the WELCOME COVER policy, during stays of between 15 days and 12 months in metropolitan France or in the French Overseas Departments and Regions (excluding the *Home country*) for the purpose of tourism, studies, internships, in a professional or private capacity;
- any person aged between 65 and 80, insured under the WELCOME COVER policy, during stays of 3 months maximum in metropolitan France or in the French Overseas Departments and Regions (excluding the *Home country*) for the purpose of studies, internships, in a professional or private capacity.

### 2.2 Definitions which apply to all cover under the policy

**Abroad:** any country covered under the policy outside your *Home country*.

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**Accident:** any physical injury not intended by the victim, which is the result of a sudden action with an external cause. Pursuant to Article L.1315 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between the *Accident* and the costs incurred.

**Actual costs:** all medical expenses charged to *You*.

**Beneficiary:** person who receives *Compensation* or money from the insurer.

**Bodily injury:** injury affecting a person's physical integrity.

**Cancellation:** final and early cancellation of the contract.

**Claim:** event, *Illness* or *Accident* which gives rise to compensation when the policy is in effect.

**Compensation:** sum paid to repair damages or injury suffered by yourself or a victim.

**Confidential Medical Certificate:** medical questionnaire supplied by APRIL Mobilité and completed by a doctor who has carried out an examination of your state of health.

**Consequential damage:** all damages other than physical or material ones resulting directly and immediately from physical or *Material damages* covered by the insurance.

**Country of destination:** your main country of residence during your stay in metropolitan France or in the French Overseas Departments and Regions.

**Daily hospital charge:** portion of daily hospital costs not covered by French Social security.

**Direct payment of hospital fees:** if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct payment of your hospital fees with no upfront payment, subject to the review of your *Confidential Medical Certificate*, by calling the emergency contact number mentioned in paragraph 1.1.

**(Total or partial) Disability:** disability immediately subsequent to an *Illness* or *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 ones *You* had before stopping work after the *Illness* or *Accident*.

**Excess:** sum for which *You* are responsible in the settlement of a *Claim*.

**Exclusions:** that which is not covered by the insurance policy. All policies include exclusions from cover.

**French Social security reimbursement rate:** reimbursement basis used by the French Social security scheme for procedures or prescriptions performed or issued by health professionals. Where generic medicines exist, the reimbursement basis shall be the flat rate corresponding to the price of a generic medicine.

**Home country:** the country shown on the Application form or, in the absence of the Application form, the country shown on the passport or on any other official identity document under the heading « nationality ».

**Hospitalisation:** stay (with or without surgery) of more than 24 hours in a public or private hospital during which a bed has been allocated to *You*.

**Illness:** any sudden and unforeseen alteration of your state of health confirmed by a qualified *Medical authority*.

**Insurance year:** one-year period that separates two anniversaries of the *Start date* of cover.

**Insured:** see definition of « *You* ».

**Intervention limit:** minimum amount above which the insurer will consider direct intervention or reimbursement.

**Material damage:** damage affecting the structure or substance of a thing and resulting in a covered event.

**Personal accident:** cover for the payment of money in the event of your death or *Disability* as a result of an accidental event.

**Personal liability:** the legal obligation of all persons to repair damages

caused to others.

**Policyholder:** person who subscribes to the policy and pays the *Premium*.

**Policyholder certificate:** document issued to the *Policyholder* by APRIL Mobilité confirming his or her cover under the Welcome Cover plan and specifically mentioning the *Start date* of cover, the benefits and options selected.

**Premium:** sum paid by the *Policyholder* in exchange for the cover granted by the insurer.

**Prior agreement:** certain medical treatments and procedures require the prior agreement of APRIL Mobilité's Medical Examiner. The practitioner prescribing these treatments or procedures must provide *You* with a *Request for prior agreement* and an itemised breakdown of costs.

**Reported accident:** an *Accident* recorded by a competent authority (police force, fire fighters, *Medical authority*, etc.) and where a certificate has been obtained specifying the circumstances, type of injury and date of the *Accident*.

**Request for prior agreement:** form completed by a competent *Medical authority* allowing the patient to obtain prior agreement from APRIL Mobilité for certain procedures or treatments.

**Start date:** date from which cover under the policy takes effect. It is shown on the *Policyholder certificate*.

**Valuables:** pearls, jewellery, wrist watches that *You* wore, furs, devices and accessories for the reproduction of images, hunting arms and portable computers.

**Waiting period:** period defined under the policy during which no claims will be paid. The *Waiting period* begins on the *Start date* specified on the *Policyholder certificate*.

**French Overseas Departments and Regions:** Guadeloupe, French Guiana, Martinique and Reunion Island.

**You:** an individual who has been granted the insurance and to whom cover under this policy applies.

## 3. Benefits and territoriality

### 3.1 What is covered by your policy?

The insurance guarantees *You* the following cover:

- reimbursement of medical expenses;
- counselling service;
- *Personal liability* (personal capacity and internships);
- death, or total or partial permanent *Disability* through *Accident*;
- repatriation assistance;
- loss, theft or destruction of baggage.

### 3.2 Where are you covered?

Cover is acquired in France and the French Overseas Departments and Regions. Cover is extended to the Schengen countries, Andorra, Switzerland, and Monaco for a period of not more than 90 days between two stays in France or the French Overseas Departments and Regions and during visits to your *Home country* of not more than 90 days (except countries excluded from the policy).

Member countries of the Schengen Agreement as of 01/11/2009: Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxemburg, Malta, the

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Netherlands, Norway, Poland, Portugal, The Czech Republic, Slovakia, Slovenia, Spain and Sweden.

Because of the risk of events which might occur there, cover is excluded in certain countries. The complete list of excluded countries is available at [www.aprilmobilite.com](http://www.aprilmobilite.com) and by calling +33 (0)1 73 02 93 93. This list is subject to change.

## 4. Who is covered by the policy? \_\_\_\_\_

To be eligible for insurance, *You* must:

- travel to metropolitan France or the French Overseas Departments and Regions (outside your *Home Country*) for the purposes of tourism, study or training, in a business or private capacity, for a minimum duration of 15 days and a maximum of 12 months;
- be under the age of 65 for option 1 and under the age of 80 for option 2 (duration limited to a maximum of 3 months for the 65-79 age group), on the *Start date* of the policy;
- have completed and signed the Application form;
- have completed and signed the simplified health questionnaire a maximum of six months before the desired *Start date*;
- not be affected by any incapacity or *Disability* and not be under treatment for any *Illness* or subject to relapses or deterioration;
- not have undergone any recent medical treatment and not have planned to receive treatment in the *Country of destination*.

Cover is subject to medical approval by APRIL Mobilité who reserves the right to request additional medical information based on the responses given in the simplified health questionnaire.

Cover is formalised by the issuing of a *Policyholder certificate* stating the value of the cover and the *Start date*.

## 5. Start date, duration and cancellation of the policy \_\_\_\_\_

### 5.1 When does your policy take effect?

On the date shown on the *Policyholder certificate* and at the earliest on the day after APRIL Mobilité receives your completed application form (including the Application form and the health questionnaire, both completed and signed), subject to the suspensory condition of payment of the whole *Premium* due and to acceptance by APRIL Mobilité in the form of an issued *Policyholder certificate* summarising the selected cover and the amounts insured for each risk covered.

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

- None in the event of an *Accident*;
- Otherwise:
  - a) 15 days for *Hospitalisation*,
  - b) 8 days in other cases.

**The Waiting periods begin on the Start date specified on the Policyholder certificate.**

All expenses incurred in respect of treatment or procedures prescribed before the policy *Start date* or during the *Waiting periods* are wholly excluded from cover and will not give rise to any compensation.

### 5.2 Duration of cover

Cover is acquired for a minimum period of 15 days and a maximum period of 12 months. The duration of cover under the policy is shown on the *Policyholder certificate*.

The policy cannot be renewed.

### 5.3 Your cover comes to an end

- a) if the *Premium* is not paid;
- b) if the agreement is cancelled by the insurer at the annual renewal date (in which case, APRIL Mobilité will inform the *Policyholder*);
- c) once *You* cease to meet the eligibility requirements outlined in paragraph 4;
- d) on the day of final return to the *Home country*, and at the latest, on the last day stated on the *Policyholder certificate*.

In the event of *Cancellation* by the insurer in the circumstances described in paragraph b) above, the insurer agrees to maintain, at your request and within the limits of the initial cover, medical expenses cover equal to that in place on the date of *Cancellation* until the last day shown on your *Policyholder certificate*, in return for payment of a *Premium* indicated by the insurer.

### **Penalties for false declarations**

**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 *You* at risk of withdrawal of cover and the *Cancellation* of cover.**

### 5.4 How to cancel your policy

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

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

The following provisions under article L112-9-1 of the French Insurance Code apply: « Any person who is canvassed at his or her home or residence or place of work, even if this visit was at his or her own request, and who signs an insurance proposal or contract for a purpose which is not related to his or her 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 he or she becomes aware of any circumstances which give rise to a claim under the policy, the policyholder loses this right to cancel. »

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Cover ceases on the date of receipt of the letter of cancellation and APRIL Mobilité will refund to the *Policyholder* any *Premium* already paid with the exception of the *Premium* corresponding to the period of cover already passed.

If the *Policyholder* has entered into a distance contract:

The *Policyholder* may cancel the contract within 14 days of receipt of the *Policyholder certificate*. The cancellation is backdated so that the policy is considered never to have existed. The insurer will refund to the *Policyholder* within 30 days any monies paid. However, the insurer will retain the entire *Premium* if the *Policyholder* cancels the policy when a *Claim* has arisen during the period of consideration.

In both cases, in order to exercise this right to cancel:

The *Policyholder* should send a letter by recorded delivery with proof of receipt to: APRIL Mobilité - Service Suivi Client - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE.

The *Policyholder* may word this letter as follows:

« I, the undersigned..... (first name, surname, address)  
 wish to cancel the 'Welcome Cover' policy number.....  
 which I took out ..... on.....  
 Signed at ..... on.....  
 Signature..... »

## 5.5 Difficulty in obtaining a visa?

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

**To change the Start date:** You must send us, before the *Start 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 *Start date*, enclosing the *Policyholder certificate* which was issued. Suspending the policy allows You to change the *Start date* over a period of maximum of six months from the date of issue of the policy.

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

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

**There is a € 35 charge for all policies cancelled before or after the Start date of cover.**

## 6. Premiums

### 6.1 How is your Premium calculated?

The *Premium* may be increased from 1<sup>st</sup> January of each year depending on the *Claims* history of the policy.

The *Premium* is determined by the age group and the duration of cover selected. The age used in the calculation of your *Premium* is your age on the *Start date* of the policy. Any taxes payable by You are included in the *Premium*. Any change to the rate of these will therefore affect the amount of your *Premium*.

### 6.2 Payment methods

*Premiums* are payable in full, in advance, in euros.

If payment cannot be made in euros, the *Policyholder* must make a bank transfer to the account indicated by APRIL Mobilité. Bank charges for this transfer will be paid by the *Policyholder*.

### 6.3 What happens if the Premium is not paid?

If the *Premium* remains unpaid 10 days after its due date, APRIL Mobilité will serve formal notice with suspension of cover 30 days later. The policy will be cancelled 10 days after the expiry of this 30-day period. Legal action may be taken to secure payment of any unpaid *Premiums*. Once formal notice has been served, the *Premium* due for the entire year is immediately payable under the French Insurance Code. If the amount stated on the letter of formal notice is paid after suspension of the policy but before *Cancellation*, the policy will be revived at noon on the day after the *Premium* is paid.

**No refund of Premium is made if the trip is cut short.**

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

## 7. What is covered and how to access the services

### 7.1 Medical expenses

You can choose from two options:

- option 1 covers *Hospitalisation* and primary care in the event of *Illness* or *Accident*,
- option 2 covers *Hospitalisation* in the event of a *Reported accident* only.

#### 7.1.1 Type and level of reimbursements

Reimbursement is guaranteed for all medical expenses for treatments listed in the benefits schedule prescribed by a qualified *Medical authority* and which would be covered by French Social security. For treatment dispensed in France, the conditions required for cover to take effect are those defined in the general schedule of professional procedures of French Social security or the common classification of medical procedures or by any other similar body.

Costs are reimbursed within the limits of *Actual costs* incurred, up to the ceiling shown on the benefits schedule and within the upper limits defined under the policy.

**The maximum amount of reimbursement of medical expenses under both options is € 50,000 per Insured and per Insurance year (up to the anniversary of the policy Start date) less any Compensation or benefit of the same type from Social Security or any other public or private organisation in France or Abroad.**

In the event of *Hospitalisation* in the Schengen zone (excluding France), Andorra, Switzerland, Monaco or in your *Home country*, the maximum daily reimbursement is € 550.

The cost of stays in rest homes, approved by the French Social security scheme after surgery, is covered if the stay begins within 30 days following the covered *Hospitalisation* (subject to prior agreement).

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## 7.1.2 How to request *Direct payment of hospital fees in the event of Hospitalisation of more than 24 hours*

APRIL Mobilité will make a *Direct payment of your Hospital fees* to the hospital where You are being treated if You are admitted for more than 24 hours. APRIL Mobilité will liaise directly with the hospital.

**This service is subject to an assessment by APRIL Mobilité's Medical Examiner.**

**You must therefore provide a Confidential Medical Certificate form completed by your doctor. To obtain this form, or for any other information prior to your admission to hospital, You can:**

- dial +33 (0)1 73 02 93 99,
- send an e-mail to hospitalisation@aprilmobilite.com.

To help us process your application:

- for scheduled *Hospitalisation*, please provide APRIL Mobilité with the medical documents mentioned above at least 5 days before your admission to hospital. This allows us to arrange for direct payment of your costs should your request be approved. Only option 1 covers scheduled *Hospitalisation*;
- for emergency *Hospitalisation*, please contact APRIL Mobilité as soon as possible. We will then send You a *Confidential Medical Certificate* form

for your doctor to complete. This certificate is essential to the assessment of your application. Option 2 covers emergency *Hospitalisation* following a *Reported accident* only.

## 7.1.3 How to claim reimbursement of costs

**To claim the reimbursement of your Hospitalisation fees (if You have not used the *Direct payment service for hospital fees outlined in paragraph 7.1.2*), You should:**

- ask your doctor to complete the *Confidential Medical Certificate* showing the dates and nature of the complaint and the date of the first symptoms or the circumstances of the *Accident* including an *Accident* report.
- send the certificate along with the hospital report to APRIL Mobilité's Medical Examiner:
  - by fax: + 33 (0)1 73 02 93 90,
  - by email: hospitalisation@aprilmobilite.com,
  - by post: 110 avenue de la République, CS 51108, 75127 Paris Cedex 11, FRANCE.

The « *Confidential Medical Certificate* » form is available on the extranet at [www.aprilmobilite.com](http://www.aprilmobilite.com) or by calling +33 (0) 1 73 02 93 93.

## Medical expenses benefits schedule:

Type of treatment	Level of reimbursement
<b>Option 1: Hospitalisation or other medical treatment in the event of Illness or Accident</b>	
<i>Direct payment of hospital fees</i> during approved hospitalisation of more than 24 hours	provided on request 24 hours a day, if prior agreement has been obtained
Daily hospital charge	100% of <i>Actual costs</i>
Private room	100% of <i>Actual costs</i> , up to € 50 per day
<i>Hospitalisation</i> without or for surgery	from the 1 <sup>st</sup> euro, up to 100% of the <i>French Social security reimbursement rate</i>
Consultations, visits, procedures carried out by GP's or specialists	
Diagnostic tests, laboratory tests, x-rays, drugs and nursing*	
Physiotherapy ( <b>following a Reported accident and surgery covered under the policy</b> )	
Dental treatment ( <b>following a Reported accident</b> )	100% of <i>Actual costs</i> , up to € 230 per year
Dentures ( <b>following a Reported accident</b> )	100% of <i>Actual costs</i> , up to € 460 per year
Eye care: lenses and frames or contact lenses ( <b>following a Reported accident</b> )	100% of <i>Actual costs</i> , up to € 230 per year
<b>Option 2: Hospitalisation in the event of a Reported accident only</b>	
<i>Direct payment of hospital fees</i> during approved hospitalisation of more than 24 hours	provided on request 24 hours a day, if prior agreement has been obtained
Daily hospital charge	100% of <i>Actual costs</i>
<i>Hospitalisation</i> without or for surgery ( <b>following a Reported accident</b> )	from the 1 <sup>st</sup> euro, up to 100% of the <i>French Social security reimbursement rate</i>
Private room	100% of <i>Actual costs</i> , up to € 50 per day
Dental treatment ( <b>following a Reported accident</b> )	100% of <i>Actual costs</i> , up to € 230 per year
Dentures ( <b>following a Reported accident</b> )	100% of <i>Actual costs</i> , up to € 460 per year
Eye care: lenses and frames or contact lenses ( <b>following a Reported accident</b> )	100% of <i>Actual costs</i> , up to € 230 per year

\*Prior agreement must be obtained where more than 20 sessions are prescribed during the *Insurance Year*.

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## Documentation to be provided if You are prescribed a course of treatment (physiotherapy following a Reported Accident and nursing care)

If You are prescribed more than 20 sessions per Insurance year:

Before commencing any treatment, You must obtain *Prior agreement* from APRIL Mobilité's Medical Examiner. You should ask your doctor to fill in the **Request for prior agreement** which is available on the extranet at [www.aprilmobilite.com](http://www.aprilmobilite.com) or by calling +33 (0)1 73 02 93 93.

## Documentation to be provided in all cases (including for Hospitalisation):

Please complete the **reimbursement claim form** available on the extranet at [www.aprilmobilite.com](http://www.aprilmobilite.com) or by calling +33 (0) 1 73 02 93 93 and send it to APRIL Mobilité no later than 3 months following the date of treatment. You should also send us the following documents:

- original copies of medical bills, fees and prescriptions, paid and dated, proof of payment, medical prescriptions mentioning the surname, first name and date of birth of the patient and the type of *Illness*, and the nature and date of visits and treatments received. Prescriptions must clearly show the name and price of the drugs, and indicate the local currency;
- if treatment was dispensed in France, You should enclose the medical expenses claim form, prescriptions and pharmacy price labels,
- for reimbursement of dental care, dentures, optical costs, physiotherapy and for *Hospitalisation* (if option 2 has been selected), You must attach proof that the treatment was given as a direct consequence of a *Reported accident*, as defined on page 3;
- for treatment or procedures requiring *Prior agreement*, a copy of APRIL Mobilité's agreement.

**The insurer reserves the right to require any other proof deemed necessary.**

**In the event of a dispute over the amount of the settlement, You must notify APRIL Mobilité to this effect within three months of the date on the reimbursement advice note. No claim will be accepted after this date.**

### Payment methods:

You can be reimbursed:

- by cheque in euros sent to the address of your choice. You will have no bank charges to pay;
- by bank transfer to a bank account in France. You will have no bank charges to pay. In this case, please send us details of your bank account;
- by bank transfer to a foreign account in any country and in any currency (International bank details are required including the IBAN number, SWIFT code, your bank's address, routing number or sort code and an ABA routing number for the US). Please specify your choice of currency. You will pay bank charges on any payment over € 75. The bank charges will be deducted from the reimbursed amount.
- reimbursements can be sent to a third party by making the request in writing to APRIL Mobilité showing the surname, first names, postal address and bank details of the beneficiary.

**Reimbursements will only be made if the above procedures are followed.**

## Double insurance

Reimbursements received from any National Health Service scheme, from the insurer and from any other organisation, public or private, 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 application. Within these limits, You can claim reimbursement by applying to the provider of your choice.

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

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

## 7.2 Repatriation assistance

### 7.2.1 Conditions for the implementation of cover

#### How to benefit from repatriation assistance

In the event of *Illness* or serious *Accident*, You must obtain **prior agreement from APRIL Mobilité Assistance**:

- by calling France on +33 (0)1 55 92 23 09,
- or by fax +33 (0)1 55 92 40 50.

**APRIL Mobilité Assistance will intervene only after first aid has been given on the orders of a competent Medical authority.**

After the initial call, the *Medical team* contacts the on-site doctor in order to take the action best suited to the condition of the sick or injured person.

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

APRIL Mobilité Assistance will not be held liable for any professional or commercial damage suffered by You following an incident requiring the intervention of assistance services. APRIL Mobilité Assistance does not replace local or national emergency or search and rescue agencies and shall not cover the costs of intervention by the same, unless contractual stipulations state otherwise.

APRIL Mobilité Assistance agrees to take all actions at its disposal to fulfil the cover stated herein. However, it is understood that the obligation of APRIL Mobilité Assistance is dependent on the provision of means, not results, considering the context in which the cover is implemented.

### 7.2.2 Medical transport, repatriation for health reasons

In the event of *Accident* or *Illness*, the APRIL Mobilité Assistance doctors will contact on-site doctors and take the decisions best suited to your condition, based on the information gathered and medical requirements. If the APRIL Mobilité Assistance *Medical team* recommends that You are repatriated, this team will organise and carry this out, based on the medical requirements they deem appropriate. Repatriation may be to:

- the hospital best suited to the situation,

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- or the hospital nearest your home in your *Home country* or in your *Country of destination*,
- or your home in the *Home country* or 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 *Home country* or in your primary place of residence in your *Country of destination*, APRIL Mobilité Assistance will organise your return after it has been established that your condition is stable, and *You* will be transferred to your home in the *Home Country* or in the *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.** APRIL Mobilité Assistance may require that *You* use your own transport ticket, if this can be changed.

## 7.2.3 Presence of a Family member for Hospitalisation of more than 10 days

If your condition does not permit or does not necessitate your repatriation, and if *You* stay in a local hospital for ten or more consecutive days, APRIL Mobilité 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 *Family member* (legally adult) is on site.

## 7.2.4 Repatriation of body in case of death and provision of coffin

In the event of your death, APRIL Mobilité Assistance will organise and undertake repatriation of your body or ashes until burial in the *Home country*. Your family is responsible for the costs of the funeral, ceremony, procession, and burial or incineration. The choice of companies taking part in the repatriation process rests solely with APRIL Mobilité Assistance. APRIL Mobilité Assistance will cover the costs of post-mortem treatment, casketing and necessary transport arrangements. APRIL Mobilité Assistance will organise and cover the cost of transporting the coffin **up to a limit of € 1,500** (all taxes included).

## 7.2.5 Presence of a Family member or Friend to accompany the deceased

In the event of your death, and if a *Family member* or *Friend* is required on site to identify your body and organise its repatriation or cremation, APRIL Mobilité Assistance provides him or her with a **return economy class airline ticket or first-class railway ticket. This benefit can only be implemented if *You* were alone on site at the time of your death.**

## 7.2.6 Transmission of urgent messages

If it is physically impossible for *You* to transmit an urgent message and if *You* so request, APRIL Mobilité Assistance will, at no charge and by the fastest possible means, transmit messages or news from *You* to members of your family, relations or employer. APRIL Mobilité Assistance may also act as intermediary in the opposite direction. Messages remain the sole responsibility of their authors, who must be identifiable, APRIL Mobilité Assistance acts solely as an intermediary in the transmission of the messages.

## 7.2.7 Search and rescue costs

The purpose of this cover is to reimburse *You* for the costs of search and rescue, in either the private or public domain, by specialised teams equipped with all resources needed to locate and evacuate *You* to the

nearest equipped reception centre, with a maximum of **€ 3,800 per Insured and per event**. In all cases, cover is limited to the amount of costs actually invoiced to *You* and which *You* were required to reimburse in full or in part to the official organisations having intervened. **This cover tops up or takes over from any other similar cover to which *You* may be entitled.** *You*, or anyone acting on your behalf, must provide APRIL Mobilité Assistance with immediate verbal notice no more than 48 hours after the intervention, indicating the reasons for the same.

### Documentation to be provided:

**In the 5 days** following receipt of the invoice issued by the organisation having carried out the search and rescue mission, *You* or your beneficiaries must send the following documents directly to:

APRIL Mobilité Assistance - 6 rue André Gide - 92320 Châtillon Cedex, FRANCE:

- the original paid invoice(s), indicating the date, motives and nature of the intervention;
- an initial medical certificate stating the nature of the unforeseeable *Illness* or bodily *Accident*, marking « Medical and Confidential » on the envelope where required;
- a death certificate or police report, as applicable.

**Costs are reimbursed either to yourself or to your beneficiaries. Any reimbursement that does not comply with these regulations will result in forfeiture of all right to reimbursement.**

## 7.2.8 Limitations on cover

**When APRIL Mobilité Assistance organises and pays for repatriation or transport, *You* may be asked to first use your own travel ticket. When APRIL Mobilité Assistance has, at its own cost, arranged your return, *You* must return the unused travel ticket to APRIL Mobilité Assistance.**

## 7.3 Counselling

This cover allows *You* to benefit from a 24 hours a day, 7 days a week counselling service, either by telephone (+33 (0)1 53 04 62 75) or by email (consultant.am@psya.fr). *You* are responsible for the costs of communications. This psychological support service, available in French and English, is organised in collaboration with PSYA, a company specialised in providing psychological assistance to persons temporarily *Abroad*. *You* will be in contact with the PSYA counselling team made up of clinical psychologists, victim support counsellors and qualified and trained expert consultants.

### **How the service operates:**

By dialling the telephone number, *You* will be put immediately in contact with a counsellor. Calls handled by the counsellors are kept totally anonymous and confidential, in accordance with the psychologists' rules of professional conduct. At the first call, *You* will be given a reference number. This number will be required at the time of any further calls so that a quick link can be made to your file. If, despite the systems in place, PSYA is not able to respond immediately to the your calls, *You* will be called back within no more than one hour.

### **Scope of psychological counselling:**

Within the strict bounds of the rules of professional conduct applica-

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ble to the profession of psychologist, the counsellors conduct professional counselling that is non-leading, non-compassionate and noninterventionist, while keeping a sympathetic distance and neutrality. This telephone service is not, however, simply a listening service. The counsellor listens to what the other person is saying. He or she understands the unconscious bases and sense of what is said and, by means of words or silences, enables *You* to understand the sense of what *You* are saying. The « sense » means a person's involvement in a given situation, the benefits he or she can paradoxically draw from it, and the impediments that the person is putting in the way of resolving the situation.

The goal of telephone counselling is to enable *You* to release built-up tension by putting experiences into words, thereby helping *You* achieve greater balance.

**Telephone counselling must not be confused with face-to-face psychotherapeutic work. Under no circumstances is PSYA authorised to undertake psychotherapy by telephone.**

## 7.4 Personal liability (personal capacity and internships)

### 7.4.1 Purpose of the cover

We cover 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 only. Cover applies in the event of *Bodily injury* or *Material damage* to other persons, particularly as a result of:

- 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 (except *Exclusions* stated in paragraph 8, see pages 12 and 13);
- liability incurred through participation in internships, with regard to those holding the internship, for damages caused to materials used during the internship.

### 7.4.2 Limitations on cover

- *Bodily injury*: **€ 765,000 per Claim**;
- *Material and consequential damage* to a third party: **€ 150,000 per Insurance year**; *Consequential damage* is included for up to 20% of the insured amount, that is **€ 30,000. Excess of € 76 per Claim**;
- Damage caused to the materials of those holding the internship, used during the internship: **€ 12,000 per Insurance year. Excess of € 76 per Claim.**

#### How to make a claim under the policy

As soon as *You* become aware of any circumstances that may give rise to a *Claim* under the policy, *You* must inform APRIL Mobilité **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.

## 7.5 Legal cover

For legal recourse under Law number 891014 (December 31<sup>st</sup>, 1989) and the decree of August 1<sup>st</sup>, 1990, the insurer shall pay, up to the cover ceiling stated below, the costs of trials, proceedings, inquiries, expert consultants, enforcement of judicial orders and lawyers' fees.

### 7.5.1 Purpose of the cover

The insurer shall claim monetary redress of the responsible party, either by mutual agreement or by judicial order:

- for *Bodily injury* that *You* suffered in the course of covered activities;
- for *Material damage* that would have been covered under paragraph 7.4 if it had involved *Personal liability*.

### 7.5.2 Maximum amount and minimum *Intervention level*

The maximum amount for any action taken is **€ 1,500** for all litigation undertaken in the course of a single *Insurance year*, with a minimum *Intervention level* of € 200. This amount will not be replenished regardless of the duration of the legal action.

### 7.5.3 Special provisions

#### Disputes:

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

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

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

#### Choice of lawyer:

In the event of legal or administrative action requiring the participation of a lawyer or any other person qualified by law or current regulations to represent your interests, *You* have free choice and the insurer will pay the fees directly.

If *You* do not know a lawyer, the insurer may make one available. The aforementioned free choice is also applicable if there is a conflict of interest between *You* and the insurer.

#### How to make a claim under the policy

As soon as *You* become aware of any circumstances that may give rise to a *Claim* under the policy, *You* must inform APRIL Mobilité **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.

## 7.6 Personal accident

### 7.6.1 Accidental death

The insurer shall pay the *Beneficiary* or Beneficiaries a fixed sum of **€ 8,000**.

If *You* are less than 16 years of age at the time of your death, payment is in all cases limited to funeral costs.

Cover applies to your death occurring no more than twelve months after an *Accident* that has caused fatal injuries.

**However, if *You* die after having received *Compensation* for permanent *Disability* from the insurer for the same *Accident*, the *Beneficiaries* will receive the sum stipulated in the event of death, minus the amount of the said *Compensation*.**

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## Attribution of benefits:

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

Where the *Beneficiary* is named, *You* may add his or her name and contact details to the policy.

If there is no named *Beneficiary* or if the designation proves to be null and void, the amounts due in the event of death will be paid first to the surviving spouse on condition that he or she was not legally separated when the lump sum became payable or to the co-signatory of a Civil Partnership Contract with *You*; second, equally, to your children born, living, unborn or represented as such; third, equally to your ascendants and fourth to your other heirs.

In the event of your death and if *You* are aged between 16 and 18, the lump sum will be paid to your parents in equal parts or to any other of your heirs.

## Documentation to be provided:

Your death must be declared **within 30 working days** of the date it became known, excluding fortuitous events or cases of force majeure. The following supporting documents should be sent to the insurer:

- 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.

## 7.6.2 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 **€ 30,000**.

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 **€ 30,000** 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.

## Documentation to be provided:

*You* must make the *Accident* claim to APRIL Mobilité **within 30 working days** of the date it became known, excluding fortuitous events and 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.

## 7.7 Baggage

This provides cover **up to € 1,200** for all baggage, objects and personal effects carried by yourself during the outward and return trip and the stay, against the risks of loss, theft or destruction (explosion, fire, or water damage).

Registered or accompanied baggage is covered, as well as clothing and personal effects, owned by, or leased, rented or lent to yourself during your stay.

However, if the baggage is registered with a carrier, we 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 *Personal liability*.

**Works of art and collector's items, silverware, jewellery, precious stones and pearls, valuable paintings, furs, video recorders, cameras, binoculars, any type of hi-fi or IT equipment and hunting rifles are covered up to 50% of the insured sum.**

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

## How to make a claim under the policy

*You* must make your *Claim* in writing to APRIL Mobilité **within 5 working days** of the loss or damage. After this 5-day period the claim may be rejected. *You* may be asked to provide supporting documentation.

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## 8. What is not covered by your policy

### 8.1 Exclusions from medical expenses cover

**Apart from the Exclusions stated in paragraph 8.7 below, the following are excluded from cover:**

- costs that do not give rise to the right to health insurance cover under French Social security;
- all medical and surgical costs not prescribed by a qualified *Medical authority* and which would not be covered by French Social security;
- any cosmetic or anti-aging, weight loss or weight gain treatments, thermal cures and thalassotherapy;
- all fertility treatments or contraception;
- psychiatric care, psychotherapy, psychoanalysis, treatment for mental *Illness*, depression, nervous disorder (consultations, medication, *Hospitalisation*...);
- alternative or complementary medicine;
- vaccination, dermatology, medical check-ups and consequences of tropical diseases;
- costs that could have been incurred when *You* returned to your *Home country*;
- related costs, such as telephone charges in the event of *Hospitalisation*, or costs deemed excessive, unreasonable or unusual in the country where they were incurred;
- transportation expenses other than an ambulance to the nearest appropriate medical centre;
- supplies that are not indispensable to the diagnosis or treatment of the *Illness*;
- dental treatment, dentures, optical expenses (and *Hospitalisation* if Option 2 is selected) unless following a *Reported accident*;
- prostheses (unless dentures following a *Reported accident*);
- non-surgical *Hospitalisation* or a stay in a sanatorium or home if these establishments are not approved by the public authorities ;
- medical auxiliary services unless nursing and physiotherapy following a *Reported accident* and medical intervention covered by APRIL Mobilité (for option 1);
- stays in rest homes situated in the countryside, at the seaside, in the mountains;
- *Hospitalisation*, for any cause whatsoever, already scheduled at the time of application for insurance or in the 12 months following the *Start date* of the insurance;
- medication or treatment related to smoking cessation;
- treatment requiring *Prior agreement* and for which *Prior agreement* was not obtained.

### 8.2 Exclusions from repatriation assistance cover

**Apart from the Exclusions stated in paragraph 8.7 below, repatriation assistance cover does not cover costs resulting from the following situations or events (which shall not give rise to compensation of any kind nor to any action on the part of APRIL Mobilité Assistance):**

- any action and/or reimbursement relating to medical check-ups or preventative screenings;
- benign ailments or injuries that may be treated on site and which do not prevent *You* from travelling;
- convalescences, ailments currently under treatment and not yet stabilised and/or needing further scheduled care;
- *Illnesses* already existing before departure and involving a risk of deterioration or relapse;

- ailments that have led to *Hospitalisation* in the six months prior to departure;
- possible consequences (follow-up, additional treatments, relapses) of an ailment that has led to repatriation;
- fertility treatments;
- pregnancy, childbirth and their consequences involving newborns, termination of pregnancy;
- cosmetic surgery, dermatological treatments, travel for the purpose of diagnosis and/or treatment;
- the results of a failure or inability to receive a vaccination, or the consequences of a vaccination or other treatment needed or mandatory for travel;
- tropical diseases;
- congenital diseases 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.

**Under repatriation assistance the following are not covered and will not give rise to reimbursement:**

- medical costs, treatments, stays in rest homes, rehabilitation costs, contraception and fertility treatment costs, the cost of glasses, contact lenses, or cosmetic, dental or acoustic prostheses;
- repeated transport required by your state of health.

**In addition, search and rescue costs are excluded from cover:**

- if they result from a failure to observe the precautions prescribed by the operators of the site and/or the regulations governing the activity *You* are practising;
- if they are generated by the practice of a professional sport or participation in an expedition or competition unless expressly specified otherwise.

**Medical Exclusions from repatriation assistance cover may be included in medical expenses cover under the policy.**

### 8.3 Exclusions from Personal liability cover

**Apart from the Exclusions stated in paragraph 8.7 below, the following are not included in this cover:**

- damage resulting from any professional activity (except for damage to materials used during internships);
- the pecuniary results of contractual liability that *You* incurred beyond any liability incurred with regard to those holding an internship for damages caused to materials used during the said internship;
- the traffic risks set forth in French law number 58208 (February 27, 1958) on compulsory motor vehicle insurance;
- *Accidents* involving *You* or your employees or agents in the course of their functions as well as your ascendants and descendants;
- damage caused to objects or animals owned or kept by yourself;
- related fines and costs for which *You* may be liable;
- damage resulting from your 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.

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## 8.4 Exclusions from legal cover

**Apart from the Exclusions stated in paragraph 8.7 below, the following are excluded from cover:**

- costs of legal action when the author of the damages is the *Insured* under the policy;
- legal action in the event of *Bodily injury* or *Material damage* that *You* suffered using any kind of motorised land vehicle;
- legal action when less than € 200 in *Compensation* is to be obtained;
- claims relating to *Material damage* grounded in the failure to perform or poor performance of a contractual obligation on the part of the party responsible.

## 8.5 Exclusions from Personal accident cover

**Apart from the Exclusions stated in paragraph 8.7 below, the following are excluded from cover:**

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

## 8.6 Exclusions from baggage cover

**Apart from the Exclusions stated in paragraph 8.7 below, the following are not covered under this benefit:**

- cash, banknotes, securities of all kinds, documents, travel tickets;
- 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 your family, pursuant to Article 380 of the French penal code, or with their complicity, or by your 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 with windows that were not closed;
    - in a vehicle with doors or boot that 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.

## 8.7 Exclusions common to all cover

**All cover excludes the results and consequences of:**

- your intentional or fraudulent acts and/or violations of the law of the country in which *You* are staying;
- voluntary participation in fights, popular movements wherever they may take place and whoever those involved may be, except in legitimate self-defence;
- civil or foreign war, riots, strikes, acts of terrorism, piracy or sabotage;
- your suicide or attempted suicide, use of non-therapeutic drugs or narcotics, alcoholism or drunkenness (blood alcohol concentration above that stipulated by vehicle traffic laws in force on the day of the loss in the country where the loss occurred);
- the direct or indirect effects of changes in atomic structure, climatic events such as storms or hurricanes, earthquakes, flooding, tsunami or other cataclysms, unless included in compensation for natural disaster;
- *Accidents* or *Illnesses*, ailments, deformations prior to the *Start date* of cover that are liable to recur or progress, and congenital illnesses or deformations not declared at the time of application;
- sailing or pleasure boating on the high seas;
- the practice of dangerous sports such as: ULM, hang gliding, paragliding, auto racing, motorcycle racing or karting, parachuting, mountain climbing, rock climbing, underwater diving except to a depth of less than 50 metres, spelunking, skeleton, ski jumping, bobsledding, bungee jumping, rafting, canyoning, hot air ballooning, jet skiing, kitesurfing and the following sports practised off piste: downhill skiing, crosscountry skiing, sledding and snowboarding;
- participation in any competitive sports or training, the practice of sports within a club or federation, either as a professional or an amateur;
- any sport requiring the use of any kind of land, sea or air motor or engine;
- any sporting activity involving the use or presence of an animal such as horse riding competitions or bullfighting;
- air navigation *Accidents* unless *You* are simply a passenger aboard an aircraft for which the owner and the pilot have all required permits and licenses.

Except in application of Articles L.113-8 and L.113-9 of the French Insurance Code, the benefits apply as a consequence of diseases or medical illnesses which occurred before the date of signing the policy Application form if they were declared on the said Application form and are not subject to a particular exclusion, of which the *Policyholder* has been notified by letter and which has been accepted by the *Policyholder*.

## 9. General conditions

### 9.1 Who insures your policy?

The insurance policy is insured:

**For medical expenses cover:**

by Gan Eurocourage Vie (plan number 220/936264), a French Endowment Life Insurance company regulated by the French Insurance Code. A public limited company with fully paid capital of € 51,695,640, registered with Companies House in Paris under number 340 427 525 (NAF code: 6511 Z), located at 8-10, rue d'Astorg, 75383 Paris Cedex 8, FRANCE;

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## For Personal liability cover, Personal accident, baggage insurance and legal cover:

by Gan Eurocourtage IARD (plan number GCRV000005), a French insurance and reinsurance, fire, accident and diverse risks company regulated by the French Insurance Code. A public limited Company with fully paid capital of € 8,055,564 registered with Companies House in Paris under number 410 332 738 (NAF code:6512Z) located at La Défense Cedex (92033), Tour Gan Eurocourtage, 4-6 avenue d'Alsace. The head office is located at 8-10, rue d'Astorg, 75383 Paris Cedex 8, FRANCE;

## For repatriation assistance:

by ACE Europe (plan number FR32022521) with assistance services provided by AXA Assistance (plan number 7203180), a company regulated by the French Insurance Code. Head office: 100 Leadenhall Street, London EC3A 3BP, UNITED KINGDOM. Company registered abroad with Companies House in England and Wales under number 1 112 892. General management in France based at Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE. Registered with Companies House in Nanterre under number 450 327 374 (APE code: 660 E).

The administration of these plans has been delegated to APRIL Mobilité, a public limited company with a capital of € 200,000, an insurance broker and administration company registered with Companies House in Paris under number 309 707 727, and with ORIAS under number 07 008 000 (www.orias.fr) located at 110, avenue de la République, CS 51 108, 75127 Paris Cedex 11, FRANCE.

APRIL Mobilité also provides « counselling » services offered by PSYA, located at 69, rue Lafayette, 75009 Paris, FRANCE, registered with Companies House in Nanterre under number 414 510 024.

## 9.2 Legal

The bodies responsible for regulating insurance activities are:

- for insurance plans: Regulatory Body for Insurance Activities (ACAM) located at 61, rue Taitbout, 75436 Paris, Cedex 09, FRANCE;
- for assistance plan: Financial Services Authority, located at 25 The North Colonnade, Canary Wharf, London E14EHS, UNITED KINGDOM.

APRIL Mobilité is regulated by the Regulatory Body for Insurance Activities (ACAM), located at 61, rue Taitbout, 75436 Paris, Cedex 09, FRANCE.

The benefits and levels of reimbursement provided under this contract will be automatically adjusted in line with the legislative and regulatory developments governing contracts under French law.

These plans are regulated by:

- the French Insurance Code,
- the current general conditions,
- the *Policyholder certificates* issued to the *Policyholders*.

## 9.3 Limitations

All action deriving from this contract is limited to a period of 2 years from the date of the event giving rise to the same, pursuant to articles L.114-1 and following of the French Insurance code. For death benefit, the period shall be extended to 10 years if the *Beneficiaries* are your heirs.

## 9.4 Subrogation

It is stipulated that the insurer shall not renounce the rights and actions pertaining to it 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.

## 9.5 Audit

The insurer reserves the right to challenge the grounds of certain decisions and to demand that *You* provide any proof necessary to determine exact cover, particularly by forwarding medical certificates, operative reports and/or reassessment by the insurer's medical examiner.

## 9.6 Conciliation/Jurisdiction

This contract has been made and signed in good faith and the parties agree, in the event of a dispute, not to take legal action until they have attempted to reach a conciliatory agreement. To this effect, each party will name an arbiter. If the two arbiters cannot agree on a decision, they will choose, by mutual agreement, a third arbiter to break the deadlock and all three will act on a majority decision. Each party will pay the costs and fees of its arbiter, as well as half the fees of the third arbiter, if applicable. *You* agree to submit to the jurisdiction of the courts of Paris and waive any proceedings in any other country.

## 9.7 Data Protection and Freedom of Information

*You* have the right to receive and correct any information on *You* contained in any file used by APRIL Mobilité, its representatives or insurers. The right to access and correct information may be exercised at APRIL Mobilité's headquarters (Law 78.17 of 6<sup>th</sup> January, 1978, amended).

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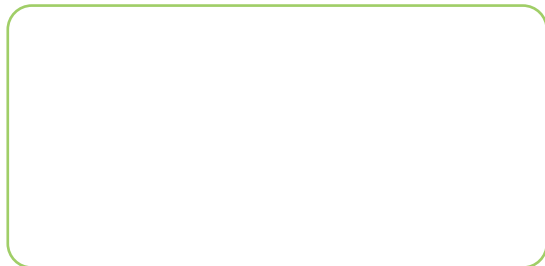
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