

[LA MOBILITÉ]
INDIVIDUALS



APRIL Social Security top-up insurance for expatriates in France

General conditions 2011

Ref : Css 2011



Creating a new face of insurance.

For further information about your policy, we can be contacted Monday to Thursday
from 8.30 to 18.00 (8.30 to 17.30 on Friday) - Paris time.
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NB:

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

1. SERVICES AVAILABLE UNDER YOUR POLICY

1.1. DIRECT PAYMENT OF HOSPITAL COSTS IN FRANCE AND ABROAD:

With this service, if *You* are hospitalised in France, *You* will not be required to pay the costs not covered by your french *Statutory scheme*. Simply ask *Us* to contact the hospital or clinic to which *You* have been admitted and *We* will settle your hospital bill on your behalf. This service is also available from the 1st euro in the event of *Hospitalisation* during short stays of less than 90 days per *Insurance year* in the rest of the world (including in your *Country of nationality*).

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

To request *Direct payment of hospital costs*:

- from the USA or Canada or certain regions of Mexico, call (+1) 866 299 2900 (Freephone),
- from a country in South America, call (+1) 305 381 6977 (reverse charges),
- from a country in Europe or Africa, call + 33 (0)1 73 02 93 99, Fax: + 33 (0)1 73 02 93 70,
- from other countries, call + 33 (0)1 55 92 23 09.

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



1.2. THIRD PARTY PAYMENT SERVICE IN FRANCE:

If *You* are covered by the *General scheme*, *You* will be issued with a “third party payment” card when *You* take out the insurance (a new card will be sent out at each year-end if *You* renew your policy). This card allows *You* to benefit from the direct payment of your medical expenses when the treatment or procedures are carried out and invoiced in France. Cover is limited to the level of benefits stipulated by the policy.

The third party payment card can be used to pay for:

- Consultations with GP's and specialists,
- Medical auxiliaries,
- Diagnostic tests,
- Radiography,
- Transport costs,
- Medicines and vaccines covered by the *General scheme*.



1.3. REPATRIATION ASSISTANCE:

To request repatriation assistance:

In order to benefit from repatriation assistance, *You* must obtain prior approval from APRIL International Assistance (see paragraph 9.2). To request assistance *You* can contact APRIL International Assistance:

- by making a reverse charge call to France on +33 (0)1 41 61 23 25,
- by fax on +33 (0)1 44 51 51 15.

1.4. LEGAL ASSISTANCE:

To access the legal assistance service (see paragraph 9.2), call:

- +33 (0)1 48 10 59 49 for general legal information,
- +33 (0)1 48 10 54 02 to be referred to a lawyer in the event of *Litigation*.

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1.5. COUNSELLING SERVICE:

To take advantage of the counselling service (see paragraph 9.3):

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

1.6. ONLINE SERVICES:

At www.april-international.fr (using the “individual” link), **You can access your extranet service using a secure access code and password.**

If You are the Principal insured, You can view:

- your reimbursement statements and those of your family members, 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 paragraph 9.1):

- *Confidential Medical Certificate* (to be completed by your doctor in the event of *Hospitalisation*),
- *Request for prior agreement* (to be completed by your doctor before commencing certain types of medical care or treatment),
- Claim for reimbursement (enclose your medical bills and prescriptions for treatment or procedures not covered by your *Statutory scheme*), particularly for healthcare *Abroad*.

If You are the Member, You can:

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

1.7. WHERE TO SEND YOUR CLAIMS FOR REIMBURSEMENT OR YOUR REQUEST FOR PRIOR AGREEMENT?

• **For treatment dispensed in France:**

- by a healthcare professional who accepts your third party payment card:

You should show your «Vitale» card and your third party payment card to your healthcare professional. You will not be required to pay for your treatment as your healthcare professional will receive both the payment from your General scheme and our top-up payment directly.

- by other healthcare professionals:

You should show your « Vitale » card to your healthcare professional or send the form called «feuille de soins» to your Social Security centre. The reimbursement statements from your General scheme will then be sent directly to Us so that We can process the top-up payment.

If you have not signed up to the electronic transfer service, please send the reimbursement statement You receive from your Statutory scheme to:

APRIL International Expat

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

• **For treatment received outside France:**

Please fill in the claims form enclosing the originals of your medical bills and prescriptions (see paragraph 9.1.4) and send them to:

APRIL International Expat

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

To make a Request for prior agreement:

Certain medical treatments and procedures require the prior agreement of our Medical Examiner (valid for 6 months). You should therefore ask the doctor prescribing the procedure or treatment to complete a Request for prior agreement and send it to Us with an itemised estimate at the above address or by email to prestation@april-mobilite.com before commencing any treatment (see paragraph 9.1.3).

2. DEFINITIONS

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

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

- A ABROAD:** any country covered under the policy other than your *Country of nationality*.
- ACCIDENT:** any physical injury not intended by the victim, which is the result of a sudden action with an external cause. Pursuant to Article L.1315 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between the *Accident* and the costs incurred..
- C CLAIM:** event, illness or *Accident* giving rise to payment during the life of the policy.
- COUNTRY OF NATIONALITY:** the country shown on the Application form or, in the absence of the Application form, the country shown on your passport or on any other official identity document under the heading "nationality".
- E EFFECTIVE DATE:** date on which the membership takes effect. It is specified on the *Membership certificate*.
- F F.O.D.R. (French Overseas Departments and Regions):** Guadeloupe, French Guyana, Martinique, Mayotte and Reunion Island.
- H HOST COUNTRY:** country of residence during your stay *Abroad*.
- I INSURANCE YEAR:** period of twelve consecutive months that separates the two anniversary dates of the *Effective date* of the cover.
- M MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.
- MEMBER:** individual or company who is a member of this group plan effected by the Association of APRIL Mobilité Insured and who pays the *Premium*.
- MEMBERSHIP CERTIFICATE:** document serving as proof of insurance which *We* issue to the *Member* confirming their cover under the APRIL Social Security top-up insurance for expatriates in France 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 PREMIUM:** sum paid by the *Member* in exchange for the cover granted by the insurer.
- PRINCIPAL INSURED, "YOU":** individual accepted by the insurer and to whom cover under the policy applies.
- S SPOUSE:** husband or wife of the *Principal insured*, from whom they are neither divorced nor legally separated, or the partner of the *Principal insured* by means of a Civil Partnership 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.
- U US/WE:** APRIL International Expat.

2.2. DEFINITIONS WHICH APPLY SPECIFICALLY TO MEDICAL EXPENSES COVER:

- A ACTUAL COSTS:** total medical expenses charged to *You*.
- C CONFIDENTIAL MEDICAL CERTIFICATE:** medical questionnaire supplied by our medical department in the event of *Hospitalisation* and completed by a doctor who has carried out an examination of your state of health.
- D DAILY HOSPITAL CHARGE:** portion of daily hospital costs not covered by French Social security.
- DAY HOSPITALISATION:** hospitalisation of less than 24 hours where *You* are allocated a bed but do not stay overnight.
- 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 top-up medical cover from this activity.
- DIRECT PAYMENT OF HOSPITAL COSTS:** *You* may be eligible for the direct payment of hospital costs (*Hospitalisation* of more than 24 hours or *Day hospitalisation*) in respect of the *Statutory scheme* top-up cover, with no upfront payment by *You*. This facility is subject to a review of your *Confidential Medical Certificate*. This service can be accessed using the emergency contact numbers shown in paragraph 1.1 or by showing your insurance card at the hospital or clinic. The service is also available for hospital costs incurred outside France and *F.O.D.R.* from the 1st euro spent.
- G GENERAL SCHEME:** *Statutory Social Security scheme* managed by the CPAM (National Health Insurance Fund).
- H HOSPITALISATION:** stay of more than 24 hours (with or without surgery) in a public or private hospital as a result of illness or *Accident*.
- I INSURED, "YOU":** all individuals covered by the medical expenses insurance under this policy. That is, *You* and the members of your family who meet the conditions of insurance. They are specified on the *Membership certificate*. The members of your family are your *Spouse* and *Dependent children*.
- R REQUEST FOR PRIOR AGREEMENT:** form completed by your doctor allowing *You* to obtain our prior agreement before commencing certain procedures or treatments.

GENERAL CONDITIONS (CONTINUED)

S SSRR (SOCIAL SECURITY REIMBURSEMENT RATE): rate of reimbursement used by French Social Security for treatment or prescriptions delivered by healthcare professionals.

STATUTORY SCHEME: all of the Social Security schemes (*General scheme*, agricultural scheme, self-employed scheme and special schemes).

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

2.3. DEFINITIONS WHICH APPLY SPECIFICALLY TO REPATRIATION AND LEGAL ASSISTANCE COVER:

F FAMILY MEMBER: your spouse, common-law spouse, child, brother, sister, father, mother, parents-in-law, grandchildren, grandparents or your legal guardian residing in your *Country of nationality*.

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

I 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*.

INSURED, "YOU": any expatriate individual under the age of 71 insured under the APRIL Social Security top-up insurance for expatriates in France policy and residing outside of their *Country of nationality*.

In the case of family membership, the following, if they are residing in your *Host country*, are also insured:

- your *Spouse*,

- their unmarried, dependent children up to age 31.

Children under the age of 31 in full-time education but not living under the same roof are also covered.

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

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

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

B BENEFICIARY: person or persons chosen by the *Insured* to receive insurance benefits. In the event of the *Insured's* death, the lump sum is paid to the *Beneficiary* (or *Beneficiaries*) named either on the Application form or at a later date by the *Insured*. The *Insured* may amend the designation if it is no longer appropriate unless the designation has been accepted by the *Beneficiary* in which case it cannot be revoked. The designation of a *Beneficiary* can also be carried out by means of a privately witnessed document or by an authenticated deed before a notary. Where the *Beneficiary* is named, the *Insured* may add their name and contact details to the policy.

The consequences of the *Beneficiary's* acceptance are the following:

The *Insured* must give their agreement to any acceptance of benefits due under the policy by the person designated. The acceptance can take the form of an endorsement signed by the insurer, the *Insured* and the *Beneficiary* or an authenticated deed or privately witnessed document signed by the *Insured* and the *Beneficiary* and notified to the insurer. The *Beneficiary's* acceptance renders the designation irrevocable and no amendments can be made to the policy without their agreement.

If there is no named *Beneficiary*, or if the designation proves to be null and void, the amounts due in the event of death will be paid first to the surviving *Spouse* on condition that they were neither divorced nor legally separated from the *Insured* when the sums became due, second, equally, to their children, living, unborn or represented as such; third, equally to their ascendants and fourth to their other heirs. For total and irreversible loss of autonomy and sick leave from work cover, the *Beneficiary* is the *Insured*.

D DEPENDENT CHILD: see definition provided under paragraph 2.2 above.

I INSURED, "YOU": *Principal insured* and/or their *Spouse*.

S STATUTORY SCHEME: see definition provided under paragraph 2.2 above.

2.5. DEFINITIONS WHICH APPLY SPECIFICALLY TO SICK LEAVE FROM WORK COVER:

E EXCESS: period of sick leave during which no compensation will be paid by the insurer.

I INSURED, "YOU": *Principal insured* and/or their *Spouse*.

S STATUTORY SCHEME: see definition provided under paragraph 2.2 above.

3. POLICY BENEFITS AND TERRITORIALITY

3.1. WHAT IS COVERED BY YOUR POLICY?

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

- reimbursement of medical expenses,
- counselling as part of the medical expenses cover,
- repatriation and legal assistance cover,
- death and total and irreversible loss of autonomy,
- sick leave from work.

These benefits can be selected independently, except for sick leave cover which must be combined with death and total and irreversible loss of autonomy benefit.

3.2. WHERE ARE YOU COVERED?

For medical expenses, death, total and irreversible loss of autonomy and sick leave benefits:

Cover is valid for a year at a time in France and in the *F.O.D.R.* as well as during short stays of less than 90 days per *Insurance year* in the rest of the world (including your *Country of nationality*).

For repatriation and legal assistance:

Repatriation assistance is valid for a year at a time in France and in the *F.O.D.R.* as well as during short stays of less than 90 consecutive days in the rest of the world (including your *Country of nationality*). Legal assistance (see paragraphs 9.2.20 and 9.2.21) is valid for a year at a time in all member countries of the European Union.

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.fr 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 covered by the insurance, *You* must:

- on the policy *Effective date*:
 - be under the age of 76 for medical expenses cover,
 - under the age of 71 for repatriation and legal assistance,
 - under the age of 65 for death/total and irreversible loss of autonomy and sick leave benefits,
- be staying outside your *Country of nationality* in France or in the *F.O.D.R.* for the duration of the policy,
- be covered by a French Social Security *Statutory scheme*,
- for sick leave from work benefits *You* must be in employment without any special arrangements for health reasons,
- have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of six months before the *Effective date* of cover.

The members of your family may also benefit from cover under this policy, i.e.:

For repatriation and legal assistance cover:

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

For medical expenses cover:

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

For death and total and irreversible loss of autonomy cover and sick leave from work cover:

- your *Spouse*.

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

Cover is subject to our medical approval, *We* reserve the right to request additional medical information based on the responses given in the Health questionnaire. If *You* (or one of your family members) present an aggravated risk, *We* can either accept the application under special conditions or reject it.

GENERAL CONDITIONS (CONTINUED)

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 16th of the month or on the 1st day of the month following receipt of the application (including the Application form and Health questionnaire completed and signed), subject to the suspensory condition of payment of the first *Premium* and prior entitlement to French Social Security benefits and our acceptance of the application evidenced by the issuing of a *Membership certificate* specifying the cover selected.

5.2. WAITING PERIODS WHICH APPLY TO YOUR POLICY:

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

- 3 months for dental treatments and optical expenses,
- 6 months for dentures, dental implants, orthodontics and thermal cures,
- 10 months for the maternity payment.

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

The *Waiting periods* (except for the maternity payment) may be cancelled if *You* can prove that *You* had medical expenses cover equivalent to or greater than the APRIL Social Security top-up insurance for expatriates in France policy in the month preceding the period of cover.

Cancellation of the *Waiting periods* is subject to our agreement following a review of the cover to which *You* were previously entitled.

5.3. DURATION OF COVER AND RENEWING YOUR POLICY:

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

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

5.4. YOUR COVER COMES TO AN END:

- a) if the *Member* cancels at the annual renewal date of 31/12 by registered letter at least 2 months before this date (sent before the 31/10). The *Member* may cancel individual elements of the policy (although sick leave from work cover is only available if death and total and irreversible loss of autonomy cover has already been selected);
- b) if the *Premium* is not paid (see paragraph 6.3);
- c) in the event of cancellation of the plan by the insurer or by the Association of APRIL Mobilité Insured on the annual due date (in this case the Association will inform each *Member*);
- d) for *You* and each member of your family, when *You* no longer meet the conditions of insurance (see paragraph 4);
- e) when *You* are no longer covered by French Social Security;
- f) when *You* are no longer living as an expatriate in France or in the *F.O.D.R.*, *You* must provide an official document proving this;
- g) once *You* reach the age of:
 - 65 for death and total and irreversible loss of autonomy and sick leave benefits and waiver of *Premium* benefit,
 - 71 for repatriation and legal assistance cover.

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

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.

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 the termination of the policy.

5.5. HOW TO CANCEL YOUR POLICY?

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

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

The following provisions under article L112-9-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." Cover ceases on the date of receipt of the letter of cancellation and We will refund to the *Member* any *Premium* already paid with the exception of the *Premium* corresponding to the period of cover already passed.

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

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

For death benefit and total and irreversible loss of autonomy and sick leave cover:

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

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

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

The *Member* may word this letter as follows:

«I, the undersigned(first name, surname, address),
wish to cancel my APRIL Social Security top-up insurance for expatriates in France policy number.....
Signed in onSignature

6. PREMIUMS

6.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium*, which is calculated according to age bracket, increases on 1st January of each year in line with the age of the *Insured*. The age of the *Insured* used to calculate the first year's *Premium* is the age on the *Effective date* of membership. For each following year, the age of the *Insured* used to calculate the *Premium* is the age of the *Insured* on 1st January of that year. Taxes currently payable by the *Member* are included in the *Premium*. Any change in the level of these taxes will be reflected in the amount of the *Premium*.

For couple or family medical cover, the level of the *Premium* is determined by the age of the eldest *Insured* person. After the age of 65, membership is offered on an individual or couple basis.

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

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

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

6.2. PAYMENT METHODS:

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

- credit or debit card;
- cheque in euros;
- bank transfer;
- direct debit from a French bank account.

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

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secure payment of any unpaid *Premiums*.

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

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

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

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

7. READJUSTMENT OF BENEFITS AND PREMIUM LEVELS

The benefits and *Premiums* for sick leave from work are readjusted on 1st January each year in line with the level of the French Social Security ceiling in force on 1st January of the previous year, throughout the life of the policy.

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

8. HOW TO AMEND YOUR POLICY

The *Member* can at any time amend the level of cover initially selected (these changes will take effect at the earliest on the first day of the month following receipt of the requested amendment). Our Customer Service can be contacted on tel: +33 (0)1 73 02 93 93 or by e-mail: suivi.client@april-mobilite.com.

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

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

9. WHAT IS COVERED AND HOW TO ACCESS THE SERVICES

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

9.1. MEDICAL EXPENSES:

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

9.1.1. TYPE AND LEVEL OF REIMBURSEMENT

Expenses are reimbursed item per item depending on the cover selected and in accordance with the benefits schedule. Only expenses related to treatment received during the period of cover will be reimbursed. If the *Statutory scheme* rate of reimbursement is adjusted during the course of the year, *We* reserve the right to maintain the rate of reimbursement which *We* applied before this adjustment came into effect.

Four medical expenses options are available depending on your requirements: Mini, Medium, Global and Premier. The option selected by the *Member* is shown on your *Membership certificate*.

For treatment or procedures dispensed in France (including F.O.D.R.):

The reimbursement of all medically justified healthcare expenses is guaranteed in respect of all treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority* and which are covered by French Social Security (unless otherwise stated in the benefits schedule).

The level of cover shown includes the French Social Security reimbursement. Our benefits are designed to top up the payments from your *Statutory scheme*. The conditions required to implement the benefits are defined with reference to the general classification of treatments dispensed by French Social Security.

BENEFITS SCHEDULE: maximum amount of medical expenses per Insured and per Insurance year.

The cumulative amount of reimbursements made by the insurer is capped under each individual heading

HOSPITALISATION (excluding outpatient care - see routine healthcare)				
	MINI	MEDIUM	GLOBAL	PREMIER
<i>Hospitalisation with or without surgery: fees and treatment</i>	200% SSRR	200% SSRR	300% SSRR	400% SSRR
<i>Day hospitalisation: fees and treatment</i>				
<i>Living expenses</i>				
<i>Direct payment of hospital costs</i>	processed 24/7 subject to medical approval	processed 24/7 subject to medical approval	processed 24/7 subject to medical approval	processed 24/7 subject to medical approval
<i>Daily hospital charge</i>	100% of Actual costs	100% of Actual costs	100% of Actual costs	100% of Actual costs
<i>Private room</i>	100% of Actual costs, up to €25/day	100% of Actual costs, up to €35/day	100% of Actual costs, up to €45/day	100% of Actual costs, up to €60/day
<i>Home hospitalisation</i>	200% SSRR	200% SSRR	300% SSRR	400% SSRR
<i>Staying with your child in hospital (if child is under 16)</i>	100% of Actual costs, up to €15/day	100% of Actual costs, up to €15/day	100% of Actual costs, up to €25/day	100% of Actual costs, up to €35/day
<i>Transport costs</i>	100% SSRR	100% SSRR	100% SSRR	100% SSRR

ROUTINE HEALTHCARE				
	MINI	MEDIUM	GLOBAL	PREMIER
Medical expenses (excluding dental care – see under specific heading)				
<i>Fees and treatment by GPs</i>	not covered	100% SSRR	200% SSRR	300% SSRR
<i>Fees and treatment by specialists</i>				
<i>Fees and treatment by medical auxiliaries*</i>				

GENERAL CONDITIONS (CONTINUED)

ROUTINE HEALTHCARE

	MINI	MEDIUM	GLOBAL	PREMIER
Medical expenses (excluding dental care - see under specific heading)				
Alternative medicine: fees and treatment by an osteopath, acupuncturist, chiroprapist, podiatrist, homoeopath or chiropractor	not covered	100% of Actual costs, up to €25/session (maximum 2 sessions)	100% of Actual costs, up to €35/session (maximum 2 sessions)	100% of Actual costs, up to €40/session (maximum 3 sessions)
Diagnostic tests	not covered	100% SSRR	200% SSRR	300% SSRR
Radiography	not covered	100% SSRR	200% SSRR	300% SSRR
Transport costs	not covered	100% SSRR	100% SSRR	100% SSRR
Thermal cures* reimbursed by Social Security** - Waiting period 6 months***	not covered	100% of Actual costs, up to €50/year	100% of Actual costs, up to €100/year	100% of Actual costs, up to €200/year
Drugs (excluding dental treatment - see under specific heading)				
Drugs covered by Social Security	not covered	100% SSRR	100% SSRR	100% SSRR
Self-prescribed treatment (drugs purchased without a prescription)	not covered	100% of Actual costs, up to €30/year	100% of Actual costs, up to €30/year	100% of Actual costs, up to €30/year
Preventative medicine**				
Vaccines reimbursed by Social Security	not covered	100% SSRR	100% SSRR	100% SSRR
Vaccines not reimbursed by Social Security	not covered	100% of Actual costs, up to €30/year	100% of Actual costs, up to €30/year	100% of Actual costs, up to €30/year
Screening reimbursed by Social Security (breast cancer, cervical cancer, hepatitis B...)	not covered	100% SSRR	200% SSRR	300% SSRR
Osteodensitometric examination (osteoporosis screening) reimbursed by Social Security	not covered	100% SSRR	200% SSRR	300% SSRR
Stop smoking support (as a top-up to payment from Social Security)	not covered	100% of Actual costs, up to €30/year	100% of Actual costs, up to €30/year	100% of Actual costs, up to €30/year

ROUTINE HEALTHCARE

	MINI	MEDIUM	GLOBAL	PREMIER
Maternity				
Delivery	included in hospitalisation, medicine and drugs			
Pre and post natal treatment	included in hospitalisation, medicine and drugs			
Screening for chromosomal abnormalities	not covered	100% SSRR	200% SSRR	300% SSRR
Maternity payment - Waiting period 10 months	not covered	€100/child	€200/child	€300/child
Equipment and prostheses** (excluding optical and dental care - see under specific headings)				
	not covered	100% SSRR	200% SSRR	300% SSRR

OPTICAL-DENTAL

	MINI	MEDIUM	GLOBAL	PREMIER
Dental - Waiting period of 3 months*** for dental treatment and 6 months*** for dentures, implants and orthodontics				
Upper limit (excluding dental treatment)	not covered	not covered	€1,000/year	€1,800/year
Dental treatment	not covered	not covered	200% SSRR	300% SSRR
Dentures*	not covered	not covered	200% SSRR	300% SSRR
Dental implants*	not covered	not covered	100% of Actual costs, up to €400/year	100% of Actual costs, up to €600/year
Orthodontics*/**	not covered	not covered	200% SSRR	300% SSRR
Optical - Waiting period of 3 months***				
Lenses and frames	not covered	not covered	100% of Actual costs, up to €200/year	100% of Actual costs, up to €300/year
Contact lenses				
Refractive eye surgery (treatment of myopia)	not covered	not covered	not covered	100% of Actual costs, up to €300/eye

* Requires prior agreement (see paragraph 9.1.3).

** Cover applies only in France and the F.O.D.R.

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

GENERAL CONDITIONS (CONTINUED)

For treatment or procedures dispensed outside France and the F.O.D.R.:

The reimbursement from the 1st euro of all medically justified healthcare expenses is guaranteed in respect of all treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority* and which would be covered by French Social Security (unless otherwise stated in 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.

BENEFITS SCHEDULE: maximum amount of medical expenses per *Insured* and per *Insurance year*.

The cumulative amount of reimbursements made by the insurer per *Insured* and per *Insurance year* is capped at the level shown on the benefits schedule under each option.

	MINI	MEDIUM	GLOBAL	PREMIER
Upper limit per <i>Insured</i> and per <i>Insurance year</i>	€70,000	€100,000	€140,000	€180,000

HOSPITALISATION*

(excluding outpatient care - see routine healthcare)

	MINI	MEDIUM	GLOBAL	PREMIER
<i>Hospitalisation with or without surgery: fees and treatment</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
<i>Day hospitalisation without surgery: fees and treatment</i>				
Living expenses				
<i>Direct payment of hospital costs</i>	processed 24/7 subject to medical approval	processed 24/7 subject to medical approval	processed 24/7 subject to medical approval	processed 24/7 subject to medical approval
Private room	100% of <i>Actual costs</i> , €25/day	100% of <i>Actual costs</i> , up to €35/day	100% of <i>Actual costs</i> , up to €45/day	100% of <i>Actual costs</i> , up to €60/day
Home hospitalisation	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>
Staying with your child in hospital (if child is under 16)	100% of <i>Actual costs</i> , up to €15/day	100% of <i>Actual costs</i> , up to €15/day	100% of <i>Actual costs</i> , up to €25/day	100% of <i>Actual costs</i> , up to €35/day
Transport costs	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>	100% of <i>Actual costs</i>

* *Hospitalisation* outside France and the F.O.D.R. is subject to prior agreement (unless *Hospitalisation* follows an *Accident*).

ROUTINE HEALTHCARE AND OPTICAL-DENTAL CARE

MINI

MEDIUM

GLOBAL

PREMIER

Routine healthcare and Optical-Dental care are covered from the 1st euro under the same conditions as those which apply to treatment dispensed in France (see benefits schedule on pages 11, 12 and 13)

9.1.2. WHAT TO DO IF YOU ARE HOSPITALISED IN FRANCE OR ABROAD?

HOW TO REQUEST DIRECT PAYMENT OF HOSPITAL COSTS

We can arrange for your hospital costs (including *Day hospitalisation*) to be settled directly with the hospital or clinic to which You have been admitted in France.

We will liaise directly with the hospital to pay the share of costs not covered by your *Statutory scheme*. This service is also available for hospital costs incurred outside France and the *F.O.D.R.* from the 1st euro spent.

To ensure that your stay in hospital is covered, please ask your doctor to complete a form called “Confidential Medical Certificate” providing the reason for your admission to hospital. This form should be sent to our Medical Examiner. To obtain this form, or any other information You may require prior to your admission to hospital, please use the following emergency contact numbers (also shown on your insurance card):

- from the USA or Canada or certain regions of Mexico, call (+1) 866 299 2900 (Freephone),
- from a country in South America, call (+1) 305 381 6977 (reverse charges),
- from a country in Europe or Africa, call + 33 (0)1 73 02 93 99, Fax: + 33 (0)1 73 02 93 70,
- from other countries, call + 33 (0)1 55 92 23 09.

To help Us process your application:

- for scheduled *Hospitalisation*, please provide Us 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;
- for emergency *Hospitalisation*, please contact Us 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.

HOW TO REQUEST THE REIMBURSEMENT OF YOUR HOSPITALISATION COSTS

(if You have not used the *Direct payment service for hospital costs*)

- ask your doctor to complete the *Confidential Medical Certificate* form 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 our Medical Examiner:
 - by fax: + 33 (0)1 73 02 93 60,
 - 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 your insurance website at www.april-international.fr, or by calling +33 (0)1 73 02 93 93, or by email at info@aprilmobilite.com.

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

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

The form “*Request for prior agreement*” is available on your insurance website by going to www.april-international.fr or by calling + 33 (0)1 73 02 93 93.

The following require prior agreement:

- courses of treatment (nursing care, speech therapy etc.) if more than 10 sessions are prescribed per *Insurance year*,
- dentures and dental implants costing more than €600,
- equipment and prostheses costing more than €400,
- *Hospitalisation* outside France and the *F.O.D.R.*,
- thermal cures.

For orthodontics, treatment must begin before the *Insured's* 16th birthday. The duration of treatment is limited to 2 years.

GENERAL CONDITIONS (CONTINUED)

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

APRIL International Expat

Service Remboursements
110, avenue de la République
CS 51108
75127 Paris Cedex 11, FRANCE
Email: prestation@aprilmobilite.com

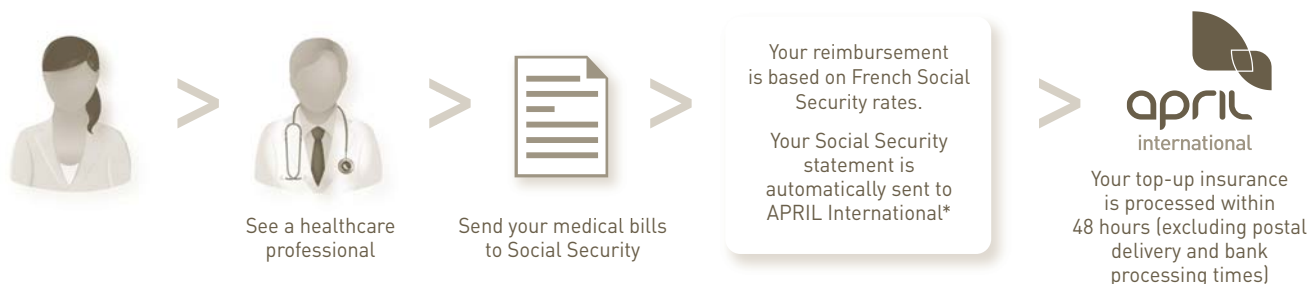
9.1.4. HOW TO CLAIM REIMBURSEMENT OF COSTS

FOR TREATMENT DISPENSED IN FRANCE:

- by a healthcare professional who accepts your third party payment card:

You should show your «Vitale» card and your third party payment card to your healthcare professional. You will not be required to pay for your treatment as your healthcare professional will receive both the payment from your *Statutory scheme* and our top-up payment directly.

- by other healthcare professionals:



*If You have not signed up to the electronic transfer service, You will need to send Us the reimbursement statement You receive from Social Security.

The third party payment card and the electronic transfer service are available if You are covered by the *General scheme*.

Documents to enclose with your claim for reimbursement:

Send your claims for reimbursement to your *Statutory scheme*.

If You have signed up to the electronic transfer service, your *General scheme* reimbursement statements will be forwarded directly to Us.

If You have not signed up to the electronic transfer service, your claim for reimbursement, along with the statement provided by French Social Security and the claims form, should be sent to:

APRIL International Expat

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

The **reimbursement claims form** is available on your insurance website at www.april-international.fr, by calling +33 (0)1 73 02 93 93 or by email at info@aprilmobilite.com.

We reserve the right to request documentation in support of *Actual costs* at any time and, particularly in the case of *Hospitalisation* or when the insurance was granted under special conditions.

You must send photocopies of the following documents directly to Us:

- any agreement to pay for courses of treatment and dentures;
- optical bills;
- hospital bill.

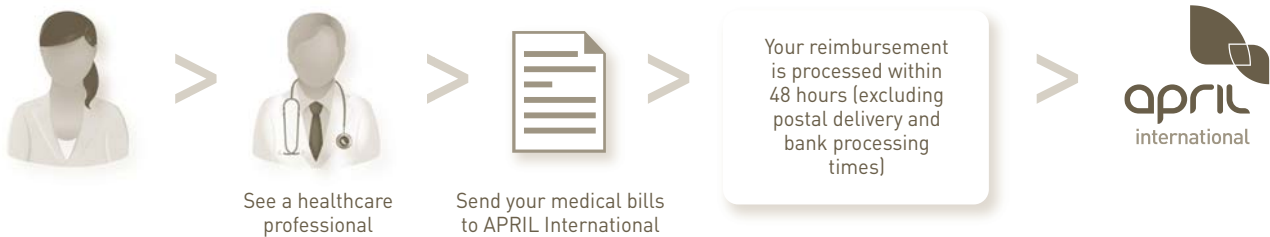
For medical expenses which are not reimbursed by French Social Security (alternative medicine, certain types of vaccines etc.) and which are listed on the benefits schedule, please send your paid bills directly to:

APRIL International Expat

Service Remboursements

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

FOR TREATMENT DISPENSED OUTSIDE FRANCE:



Documents to enclose with your claim for reimbursement:

Please complete the reimbursement claim form available on your insurance website at www.april-international.fr, by calling +33 (0) 1 73 02 93 93, or by email at info@aprilmobile.com and send it to *Us* no later than 6 months following the date of treatment along with the following documents:

- original copies of medical bills and prescriptions paid and dated. These must show your surname, first name and date of birth, the type of illness, type and date of visit and treatment received. The prescriptions must clearly show the name and price of the drug and indicate the currency;
- if the treatment requires prior agreement, the *Request for prior agreement* form approved by our medical department.

Your applications for reimbursement should be sent at the following address:

APRIL International Expat

Service Remboursements

110, avenue de la République

CS 51108

75127 Paris Cedex 11, FRANCE

In the event of a dispute regarding the amount of payment, *You* must notify *Us* within 6 months following the date on the reimbursement advice note. No claim will be accepted after that period.

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 (send *Us* details of your bank account). *You* will have no bank charges to pay, other than in special cases;
- 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. For reimbursements of less than €75, *We* will cover the transfer charges (excluding any fees charged by your bank).

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 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.

GENERAL CONDITIONS (CONTINUED)

9.2. REPATRIATION AND LEGAL ASSISTANCE:

How to benefit from repatriation assistance

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

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

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

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

9.2.1. RULES GOVERNING THE APPLICATION OF THE INSURANCE

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

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

9.2.2. REPATRIATION FOR MEDICAL REASONS

In the event of *Accident* or *Illness*, the APRIL International 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 International Assistance *Medical team* recommends that *You* are repatriated, this team will organise and carry this out, based on the medical requirements they deem appropriate.

Repatriation may be to:

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

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

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

The *Medical team* is solely responsible for the final choice of place and date of hospitalisation, your need to be accompanied, and any means or resources to be used. Any refusal of the solution proposed by the *Medical team* will result in the cancellation of personal assistance cover. **APRIL International Assistance may require that *You* use your own transport ticket, if this can be used or changed.**

9.2.3. PRESENCE OF A FAMILY MEMBER FOR HOSPITALISATION

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

This cover is acquired only if none of your (legally adult) *Family members* is on site. APRIL International Assistance will organise and cover accommodation costs (room and breakfast only) **for up to 10 nights at a rate of €80 per night. No other temporary accommodation will give rise to compensation of any kind.**

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

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

APRIL International Assistance will request from *You* or other persons claiming under the policy a cheque equivalent to the sum advanced or an official recognition of the debt. The repayment of the sum advanced can be made by debiting a credit card, otherwise *You* must agree to repay the sum within 30 days from the date of dispatch of the repayment notice from APRIL International Assistance. Legal action will be taken if the repayment of medical expenses is not made within the allotted timescale.

9.2.5. SEARCH AND RESCUE SERVICES

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

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

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

9.2.6 REPATRIATION OF THE BODY OR ASHES TO THE RESIDENCE

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

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

The choice of companies involved in the repatriation process is exclusively that of the assistance service.

9.2.7. RETURN OF INSURED FAMILY MEMBERS

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

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

9.2.8. RETURN AFTER STABILISATION IN YOUR HOST COUNTRY

If following medical repatriation, *You* are able to return to your professional activity, APRIL International Assistance, after agreement with their *Medical team*, organises your return to your *Host country*.

APRIL International Assistance bears the cost for the one-way economy class airline ticket or 1st class railway ticket.

9.2.9. PRESENCE OF A FRIEND TO ACCOMPANY THE DECEASED

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

This benefit can only be implemented if the *Insured* was alone at the time of his death.

APRIL International Assistance organises local accommodation and pays for the hotel (bed and breakfast only) **for a maximum duration of 4 consecutive nights and up to €50 a night.**

No other temporary accommodation arrangements will be covered.

9.2.10. SUPPLY AND DELIVERY OF MEDICATION NOT AVAILABLE LOCALLY

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

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

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

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

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

Following an unintentional infraction of the law and regulations in your *Host country* and for all non-criminal acts, APRIL International Assistance intervenes, upon your written request, if legal action is filed against *You*.

This cover does not apply to matters related to your professional activity. APRIL International Assistance bears the local legal fees **up to a maximum of €1,500 per event.**

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

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

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

You must reimburse this payment to APRIL International Assistance:

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

9.2.13. SENDING URGENT MESSAGES

If it is materially impossible for *You* to send an urgent message and if *You* request it, APRIL International 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. APRIL International Assistance acts solely as an intermediary in the transmission of the messages. The assistance service can also serve as an intermediary in the opposite direction.

9.2.14. TRAVEL ASSISTANCE

When travelling *Abroad*, in the event of loss or theft of your personal effects (identity documents, means of payment, luggage) or travel documents and after the declaration to the competent authorities, APRIL International Assistance will make every effort to assist *You*. APRIL International Assistance is not authorised to stop payments on behalf of third parties. When replacement documents are produced in your *Country of nationality*, APRIL International Assistance will deliver them by the most rapid means. APRIL International Assistance can send an advance **equal to €1,500 per event** in order to allow *You* to purchase basic necessities.

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

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

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

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

The trip must take place within 8 days of the death or hospitalisation. This cover applies when the death or hospitalisation occurs subsequent to your departure. APRIL International Assistance reserves the right, prior to the provision of any service, to request proof of the covered event (hospital certificate, death certificate etc).

9.2.16. ACCOMPANYING CHILDREN

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

9.2.17. EMERGENCY ASSISTANCE FOLLOWING DAMAGE OR LOSS TO YOUR HOME IN METROPOLITAN FRANCE (excluding Corsica and Monaco):

In the event of damage or loss causing deterioration to your home or rendering it unusable as a result of one of the following:

- fire,
- explosion,
- implosion,
- water damage including water damage caused by overflowing drains following exceptionally heavy rainfall,
- breakage of glass,
- theft or attempted theft,
- act of vandalism,
- climatic event (storm, hail damage to roof, weight of snow, ice on roof etc.),
- ancillary risks (lightning, smoke, plane or spacecraft crash, collision with a terrestrial motorised vehicle etc.),
- frozen pipes and heating installation,
- officially declared natural disaster.

APRIL International Assistance will organise and pay for:

- the call-out of a repair service:

in the event of loss or damage causing total failure of the lighting, heating or water supply, flooding or risk of flooding, breakage of glass

or an incident preventing access to the home, and at the *Insured's* request, APRIL International Assistance will organise and cover the call-out and labour costs charged by a repair service (locksmith, plumber, glazier, electrician etc.) **up to €80 per Claim**. Any work to be carried out or any parts required as a result are at your own expense.

This benefit is limited to **2 call-outs per Insurance year**. Over and above two call-outs, APRIL International Assistance may provide *You* with contact details for their partner service providers but the call-out itself will be at your own expense.

- caretaking/security:

in the event of loss or damage, when the home can no longer be locked or secured normally, APRIL International Assistance will source and cover the cost of a security guard to ensure the safety of the premises **up to €80 per Claim**. This benefit is granted only if *You* are not on site or if *You* are unable to remain on the premises due to the loss or damage caused.

- temporary accommodation:

in order to provide *You* with temporary accommodation if your home is no longer inhabitable, APRIL International Assistance will organise and cover the cost of hotel accommodation (bed and breakfast only) up to a maximum of **€50 per Insured and** per night up to a **maximum of 2 nights**. This benefit is granted within **72 hours** of the date on which the loss or damage occurred. *You* must send a copy of your *Claim* to APRIL International Assistance.

9.2.18. ASSISTANCE AT HOME

The following services are provided by APRIL International Assistance only if *You* are admitted to hospital outside your *Country of nationality* (or country of origin if different) for more than 48 hours and if your condition required *You* to be repatriated to Metropolitan France.

- Home help:

APRIL International Assistance will source and cover the cost of a home help service on your return home following your hospitalisation and repatriation. The home help will assist with everyday tasks. APRIL International Assistance will cover the cost of up to **10 hours** of assistance over the **4 weeks** following your return home. Only APRIL International Assistance's *Medical team* is authorised to discuss with *You* the number of hours allocated and the duration of the home help service.

- Childcare:

If, on your return home, *You* (or a person close to *You*) are unable to care for your children under the **age of 16**, APRIL International Assistance will organise and cover the cost of:

- either a *Family member* or close *Friend* travelling to your home,
- or your children travelling to the home of a *Family member* or *Friend*.

APRIL International Assistance will cover the cost of a **return** economy class airline ticket or a 1st class railway ticket and, depending on the circumstances, the cost of qualified personal to **accompany the children** to the home of a *Family member* or close *Friend*. APRIL International Assistance intervenes at the request of the parents and will not be held responsible for any incidents occurring during the journey or while the children are being cared for.

- Pet care:

If a pet cannot be cared for as usual, APRIL International Assistance will organise, within a radius of **50 kilometres** of your home:

- either the transportation and care of the animal until its arrival at the kennels or cattery nearest your home,
- or the transportation of the animal to the home of a *Family member* or close *Friend*.

APRIL International Assistance provides this service only in Metropolitan France. As part payment towards the cost of this service, and if supporting documentation is provided, APRIL International Assistance will pay up to **€150 per Claim**. Only cats and dogs are eligible for this service. Attack dogs are excluded.

- Home schooling if one of your children is admitted to hospital or confined to the home:

The delivery of a medical certificate prescribing absence from work does not necessarily equate to confinement in the home. In order to benefit from assistance services, *You* must be able to provide APRIL International Assistance with an expert report which clearly specifies the period during which your child is temporarily and totally incapable of carrying out their former activities including attendance at school for reasons which are closely related to accidents covered under the policy. When the attending physician considers that the state of health of your child, who must be **under the age of 16**, requires them to be confined to the home following an *Accident* or *Illness* and if this requirement involves an **absence from school of more than 15 consecutive days**, APRIL International Assistance will source and cover the cost of one or several tutors. This support is provided to children who are attending school in France, in a French school, between the years of preparatory school and the final year of secondary school.

The tutor or tutors will provide your child with tuition in the main subjects: French, Mathematics, History, Geography, Physics, Biology and Modern Languages. Only the fees charged by the tutor or tutors are covered in respect of all subjects for **up to 15 hours a week** over a period of up to 30 days (excluding public holidays and school holidays). This tuition is provided from the **16th day** of your child's confinement to the home, during the school year and excluding public holidays and school holidays. The "Home schooling" benefit does not apply to a child with a pre-existing *Illness* or a chronic condition which has been diagnosed and treated.

9.2.19. TRANSLATION OF LEGAL AND ADMINISTRATIVE DOCUMENTS

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

GENERAL CONDITIONS (CONTINUED)

9.2.20. LEGAL AND PREVENTION HELPLINE

A team of specialist lawyers is available to inform *You* of your rights and provide practical legal advice. *You* can also seek advice on preventive measures to safeguard your rights and interests in order to avoid a *Dispute*. *You* may consult this service regarding any area of law and obtain a response in **French, English or Spanish**. The helpline is available by calling **+33 (0)1 48 10 59 49** from 9.00 to 20.00 (Paris time) from Monday to Saturday. *You* will be asked for your policy number when using this service.

9.2.21. 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 legal proceedings have been filed against *You* in a private capacity, *You* are entitled to cover in the following areas of **up to €16,000 per Litigation** and per **Insurance year**:

- **Criminal law**: if *You* are the victim of an attack by an *Identified third party*, the insurer will intervene to obtain compensation for the personal injury or material damage caused to *You*. *You* are also covered for the defence of your interests if *You* are prosecuted for an unintentional breach of the law or an offense before a criminal court or an administrative commission.

If *You* are prosecuted for a breach of the law considered to be intentional by the Court and if, following the court case, *You* are released without charge, the insurer will cover any costs that *You* incurred in the defence of your interests within the limits set by your policy, on receipt of the ruling made in your favour.

- **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*.

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.

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.

If no amicable solution can be found, or if the situation requires it, the insurer will take your case 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

Once the case has been heard, the insurer will enforce the ruling in your favour if the third party can be located and is solvent. If *You* require the services of a lawyer, the insurer will cover their fees. *You* can choose your usual legal advisor 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.

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 and cover 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.

How to make a claim

As soon as *You* become aware of the *Litigation*, *You* must declare it by calling +33 (0)1 48 10 54 02 or by writing to Solucia PJ - Tour Essor - 14, rue Scandicci - 93500 Pantin - FRANCE.

If there is a delay in declaring the *Litigation* and if this delay proves to be prejudicial to the insurance company, 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.

9.2.22. LIMITATIONS ON COVER

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

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

9.3. COUNSELLING:

This cover allows *You* and the insured members of your family to benefit from 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 psychologist's 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 your call, *You* will be called back within no more than one hour.

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

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

Our benefits top up those provided by your *Statutory scheme*. If *You* are not entitled to reimbursement from your *Statutory scheme*, We can cover *You* from the 1st euro. In this case, *You* will need to provide Us with proof that *You* are not covered by your *Statutory scheme*.

9.4.1. DEATH BENEFIT

a) Choice and level of lump sum

This cover provides payment of a lump sum to the named *Beneficiary* or *Beneficiaries* in the event of your death before your 65th birthday. The amount of the lump sum varies between €20,000 and €400,000.

The *Member* is free to choose the amount. The *Member* can choose a different amount in the future; if a higher sum is selected, medical formalities will be required.

b) Death benefits any cause

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

c) Accidental death benefits

In the event of your death in an *Accident* (including work-related accidents or illnesses), the insurer pays an additional sum equal to 100% of the sum selected and paid under subsection b) above.

The cover applies on condition that the death occurs at the latest 6 months after the *Accident* or the recognition of the workrelated illness.

Work-related illnesses are those listed in the schedules published in application of Article L 461-1 of the French Social Security code.

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

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

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

The insurer reserves the right to request additional documentation.

The lump sum is paid to the named *Beneficiary/Beneficiaries* within fifteen days following the date of receipt of the supporting documents by the insurer. If there are several *Beneficiaries*, the lump sum will not be divided up by the insurer who will release the sum in return for a receipt signed jointly by the *Beneficiaries*.

9.4.2. TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY

a) Definition of the benefits

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

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

To be eligible for benefits, your total and irreversible loss of autonomy must be stabilised before the date of retirement and, at the latest, before your 65th birthday even if the *Accident* or illness which gave rise to the condition predates this.

Early payment of death benefit in the event of total and irreversible loss of autonomy cancels all other death benefit (with the exception of double indemnity) and sick leave from work cover under the policy.

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

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

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

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

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

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

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

Payment of the lump sum

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

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

a) Definition of the benefits

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

The amount of this lump sum is fixed at 50% of the sum defined in subsection b/ of paragraph 9.4.1. and paid on the death of your *Spouse*.

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

The required supporting documentation for payment includes:

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

The lump sum is paid under the conditions described in paragraph 9.4.1.

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

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

a) Waiver of *Premium*

If *You* are on total sick leave from work following an illness or *Accident* occurring before your 65th birthday, the *Premium* for the selected benefits [except repatriation and legal assistance cover] is waived:

- if *You* did not select sick leave from work benefits: from the 91st day of total and continuous sick leave from work;
- if *You* selected sick leave from work benefits: from the 31st or 61st day of total and continuous sick leave from work depending on the option selected.

To be considered as being on total and continuous sick leave, *You* must be in a state of total temporary incapacity to work or in a state of total permanent disability as defined by paragraph 9.5.1.2, recognised by the insurer.

b) Continuation of cover

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

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

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

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

9.5. SICK LEAVE FROM WORK:

Our benefits top up those provided by your *Statutory scheme*. If *You* are not entitled to reimbursement from your *Statutory scheme*, We can cover you from the 1st euro. In this case, *You* will need to provide *Us* with proof that *You* are not covered by your *Statutory scheme*.

9.5.1. SICK LEAVE COVER

This cover can only be selected if *You* are already covered for death and total and irreversible loss of autonomy under the policy (paragraph 9.4.1.) and are in paid employment.

9.5.1.1. PURPOSE OF THE INSURANCE

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

9.5.1.2. DEFINITIONS

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

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

GENERAL CONDITIONS (CONTINUED)

9.5.1.3. LEVEL OF BENEFITS

a) Temporary incapacity

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

The amount of daily allowance is selected by the *Member* between a minimum and a maximum based on the minimum obligatory amount of death benefits selected. The amount is shown on the *Membership certificate* for the first year of cover and then on the last *Premium* notice.

The amount of daily allowance paid over one month must not exceed 70% of your gross monthly income.

b) Permanent disability

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

- if *You* are physically or mentally disabled;
- and
- if *You* are professionally incapacitated.

The degree of functional disability is determined on a scale of 0 to 100%, regardless of professional considerations, based on a reduction in physical or mental capacity following an *Accident* or illness.

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

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

DEGREE OF DISABILITY

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

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

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

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

9.5.1.4. GENERAL PROVISIONS FOR SICK LEAVE FROM WORK COVER

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

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

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

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

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

b) Payment of benefits

Temporary incapacity: this allowance though acquired daily is paid monthly in arrears for as long as *You* are in a complete state of temporary, total incapacity to work up to the day the permanent state of disability is recognised and, at the latest, up to the 1095th day starting from the date of sick leave or from the date of the late declaration. Payment ends, at the latest, on the day *You* reach your 65th birthday.

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

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

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

d) Upgrading of benefits

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

They are increased in line with the level of the French Social Security ceiling in force on 1st January of the previous year and within the limits of the funds available. These benefits shall remain at the level reached in the event of termination of policy.

9.5.1.5. FORMALITIES TO BE COMPLETED WHEN MAKING A CLAIM

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

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

The insurer reserves the right to request additional supporting documents.

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

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

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

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

10. WHAT IS NOT COVERED BY YOUR POLICY

10.1. EXCLUSIONS WHICH APPLY TO THE MEDICAL EXPENSES COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 10.6 below, the following are excluded from the medical expenses:

- any medical or surgical expenses not prescribed by a qualified *Medical authority* that is not covered by the French Social Security scheme (unless otherwise stated on the benefits schedule);
- any cosmetic or anti-ageing treatments, weight-loss and weight-gain treatments and thermal cures not prescribed for medical reasons;
- psychotherapy, psychoanalysis, mental illness, depression or anxiety treatments;
- related expenses such as telephone charges in the event of *Hospitalisation* or expenses judged to be excessive, unreasonable or

GENERAL CONDITIONS (CONTINUED)

- unusual in the country in which they were incurred;
- transportation expenses other than an ambulance to the nearest, most appropriate medical centre;
- non-surgical *Hospitalisation* expenses or stays in sanatoriums or homes, when the hospital or medical centre treating the *Insured* is not approved by the public authorities;
- treatment requiring prior agreement, dispensed without prior agreement;
- costs related to thermal cures, preventative medicine and orthodontics incurred outside France and the *F.O.D.R.*

10.2. EXCLUSIONS WHICH APPLY TO THE REPATRIATION ASSISTANCE COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 10.6 below, the following facts or events, with respect to repatriation assistance, are not covered and will not give rise to any compensation whatsoever nor to any intervention on the part of APRIL International 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 his or her travel;
- convalescence, infections in the process of being treated and not yet cured and/or requiring further treatment;
- *Illnesses* which had been identified prior to departure and which were at risk of aggravation or relapse;
- infections requiring *Hospitalisation* in the 6 months prior to departure;
- any consequences (check-ups, further treatment, recurrences) of an infection having caused repatriation;
- pregnancy barring unforeseeable complications but in all cases:
 - pregnancy and any complications and, in all cases, after the 28th week;
 - births and post natal complications relating to newborns;
 - termination of pregnancy;
- cosmetic surgery;
- the consumption of alcohol and the consequences thereof under local legislation;
- trips undertaken for diagnosis and/or treatment;
- the consequences of the failure of, unfeasibility of, or reaction to any vaccination or treatment desired or essential for travel;
- congenital *Illnesses* or deformities.

Not covered are:

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

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 the *Insured* is practising;
- if they are generated by the practice of a professional sport or participation in an expedition or competition unless expressly specified otherwise.

10.3. EXCLUSIONS WHICH APPLY TO THE LEGAL ASSISTANCE COVER (PARAGRAPHS 9.2.20 AND 9.2.21):

In addition to the *Exclusions* common to all cover outlined in paragraph 10.6 below, litigation is excluded from the legal and prevention information and legal assistance cover if:

- it results from exceptional risks (civil or foreign war, riots, popular uprisings, acts of terrorism or sabotage and acts of vandalism) or a natural disaster;
- it is the result of intentional wrongdoing on your part;
- it involves a *Dispute* between you and the insurer;
- it involves the customs service;
- it involves excessive debt on your part or your insolvency, payment of a debt or obtaining the deferral of payment;
- it is the result of a violation of the French traffic laws.

The following are also excluded from cover:

- fines or sums of any kind which *You* may be ordered to pay or reimburse to the opposing party;
- costs and fees related to establishing prejudice and investigations carried out to identify or find the opposing party;
- contingency fees;
- costs and interventions made necessary or aggravated solely by your own act;
- actions and related costs incurred without our consent (in particular referral to a lawyer);
- costs related to submission, representation and travel if your lawyer is not a member of the bar of the competent court;
- deposits and guarantees.

The insurer will not intervene if *You* are declared liable and the damage for which *You* are responsible would have been covered under legally mandatory insurance. Neither will the insurer intervene if cover under one of your insurance policies provides direct compensation for damage caused to *You* without the need to seek liability.

10.4. EXCLUSIONS WHICH APPLY TO THE DEATH AND TOTAL AND IRREVERSIBLE LOSS OF AUTONOMY /DOUBLE BENEFIT COVER:

See paragraph 10.6.

10.5. EXCLUSIONS WHICH APPLY TO THE SICK LEAVE FROM WORK COVER:

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

The *Exclusions* listed in paragraph 10.6 below also apply to sick leave benefit.

10.6. COMMON EXCLUSIONS FOR ALL BENEFITS:

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

- intentional acts by the *Member* or the *Insured* and/or infractions of the law of the country where the *Insured* is travelling;
- civil or foreign wars, riots, insurrections, strikes, piracy or sabotage, voluntary participation in fights or popular movements;
- acts of terrorism regardless of location and protagonists except in the case of legitimate self-defence;
- suicide or suicide attempts in the first year of cover, the use of drugs or narcotics without a medical prescription;
- alcoholism or drunkenness by the *Insured* (alcohol level higher than that defined by the traffic law applicable on the day of the *Claim* in the country where the incident took place);
- direct or indirect effects of changing the structure of the atomic nucleus, direct or indirect 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 illnesses, infections, deformations before the *Effective date* of cover subject to relapses or not stabilised, congenital illnesses or deformations not declared upon application;
- dangerous sports such as microlighting, hang-gliding, paragliding, driving cars, motorcycles or go-carts, parachuting, mountain climbing, rock climbing, underwater diving except for free-diving up to 50 meters, caving, the skeleton, ski jumps, bobsleighing, bungee jumping, rafting, canyoning, airballooning, jet-skiing, kitesurfing and sports practised off piste: skiing, cross-country skiing, sledging, snowboarding;
- participation in all sports competitions and entertainment, practising sports in a club or federation in a professional capacity, as well as all sports requiring the use of a terrestrial, nautical or aerial engine;
- air navigation *Accidents* except if the *Insured* is an ordinary passenger and is on board a craft for which the owner and the pilot have all the appropriate authorisations and licenses;
- sailing or pleasure cruising on the high sea;
- 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 medical conditions or illnesses which pre-existed 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 *Member* had been notified by registered letter and which has been accepted by the *Member*.

11. GENERAL PROVISIONS

11.1. WHO INSURES YOUR POLICY?

This policy is effected by the Association of APRIL Mobilité Insured (regulated by the Associations Act of 1901, located 110, avenue de la République, 75011 Paris, FRANCE whose purpose is to study, effect and promote, to the benefit of its members, all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to all insurance companies):

for medical expenses, death and total and irreversible loss of autonomy and sick leave from work:

optional group insurance plans with Groupama Gan Vie (plan numbers 220/684406 and 9001/684407), 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:

an optional group insurance plan with ACE Europe (plan number FRBOTA06094) with assistance services provided by Coris Assistance, a company regulated by the French Insurance Code. Head office: 100 Leadenhall street, London EC3A3BP, UNITED-KINGDOM. Company registered abroad with Companies House in England and Wales under number 1112892. General management in France based at Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE. Registered with Companies House in Nanterre under number 450 327 374 (APE Code: 660E).

Legal assistance cover is insured by Solucia PJ (policy number 1000 66 01) a legal protection insurance company regulated by the French Insurance Code. Head office: Tour Essor, 14, rue Scandicci, 93508 Pantin Cedex, FRANCE.

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

APRIL International Expat also provides "Counselling" services (part of the medical expenses cover) offered by PSYA located at 69, rue La Fayette, 75009 Paris, FRANCE, registered with Companies House in Nanterre under 414 510 024.

11.2. LEGAL:

The bodies responsible for regulating insurance activities are:

- for medical expenses, death and total and irreversible loss of autonomy and sick leave from work and legal assistance: Prudential Supervision Authority (ACP) located at 61, rue Taitbout, 75436 Paris, FRANCE;
- for repatriation assistance cover: Financial Services Authority, located at 25 The North Colonnade, Canary Wharf, London E14EHS, UNITED KINGDOM.

APRIL International Expat is regulated by the Prudential Supervision Authority (ACP), located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE. Membership of the APRIL Social Security top-up insurance for expatriates in France 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 the Insurance Code. The benefits and levels of reimbursement provided will be automatically adjusted in line with legislative and regulatory developments governing policies under French law.

11.3. LIMITATIONS:

All action deriving from this contract is limited to a period of 2 years starting 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 is extended to 10 years when the *Beneficiaries* are your heirs.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. DATA PROTECTION AND FREEDOM OF INFORMATION:

You have the right to receive and correct any information contained in any file used by *Us*, our representatives or insurers. The right to access and correct information may be exercised at our headquarters (Law 78.17 of 6th January, 1978, amended).

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APRIL INTERNATIONAL EXPAT MEMBER OF APRIL

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