

GENERAL CONDITIONS  
2016-2017

---

Ref: Cs 2017

# CRYSTAL STUDIES



Changing the image of insurance.



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

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

## TABLE OF CONTENTS

|  |             |
|--|-------------|
| <b>1. SERVICES AVAILABLE UNDER YOUR POLICY</b> .....   | <b>P.3</b>  |
| 1.1. DIRECT PAYMENT OF HOSPITAL CHARGES FOR STAYS OF MORE THAN 24 HOURS .....  | p.3         |
| 1.2. REPATRIATION ASSISTANCE .....   | p.3         |
| 1.3. THIRD PARTY PAYMENT SERVICE IN THE UNITED STATES .....  | p.3         |
| 1.4. DOCTOR'S HOME VISITS IN NORTH AMERICA (USA, MEXICO) .....   | p.4         |
| 1.5. LEGAL ASSISTANCE SERVICE .....  | p.4         |
| 1.6. ONLINE SERVICES .....   | p.4         |
| 1.7. WHERE TO SEND YOUR CLAIMS FOR REIMBURSEMENT, YOUR REQUEST FOR PRIOR AGREEMENT OR YOUR CONFIDENTIAL MEDICAL CERTIFICATE? ..... | p.5         |
| <b>2. DEFINITIONS</b> .....  | <b>P.5</b>  |
| <b>3. POLICY BENEFITS AND TERRITORIALITY</b> .....   | <b>P.7</b>  |
| 3.1. WHAT IS COVERED BY YOUR POLICY? .....   | p.7         |
| 3.2. WHERE ARE YOU COVERED? .....  | p.7         |
| <b>4. WHO IS COVERED BY THE POLICY?</b> .....  | <b>P.7</b>  |
| <b>5. EFFECTIVE DATE, DURATION AND CANCELLATION OF THE POLICY</b> .....  | <b>P.8</b>  |
| 5.1. WHEN DOES YOUR POLICY TAKE EFFECT? .....  | p.8         |
| 5.2. DURATION OF COVER AND RENEWAL OF YOUR POLICY .....  | p.8         |
| 5.3. YOUR COVER COMES TO AN END .....  | p.8         |
| 5.4. HOW TO CANCEL YOUR POLICY .....   | p.8         |
| 5.5. WHAT TO DO IF YOUR TRIP IS CHANGED OR CANCELLED .....   | p.9         |
| <b>6. PREMIUMS</b> .....   | <b>P.9</b>  |
| 6.1. HOW IS YOUR PREMIUM CALCULATED? .....   | p.9         |
| 6.2. PAYMENT METHODS .....   | p.9         |
| 6.3. WHAT HAPPENS IF THE PREMIUM IS NOT PAID? .....  | p.9         |
| <b>7. THE INFORMATION YOU NEED TO BRING TO OUR KNOWLEDGE</b> .....   | <b>P.9</b>  |
| <b>8. WHAT IS COVERED AND HOW TO ACCESS THE SERVICES</b> .....   | <b>P.10</b> |
| 8.1. MEDICAL EXPENSES .....  | p.10        |
| 8.2. REPATRIATION ASSISTANCE .....   | p.13        |
| 8.3. LEGAL ASSISTANCE .....  | p.16        |
| 8.4. PERSONAL LIABILITY PRIVATE CAPACITY, INTERNSHIPS AND TENANT'S LIABILITY .....   | p.17        |
| 8.5. PERSONAL ACCIDENT .....   | p.18        |
| 8.6. DELAYED DEPARTURE .....   | p.19        |
| 8.7. BAGGAGE .....   | p.19        |
| <b>9. WHAT IS NOT COVERED BY YOUR POLICY</b> .....   | <b>P.19</b> |
| <b>10. GENERAL PROVISIONS</b> .....  | <b>P.23</b> |
| 10.1. WHO INSURES YOUR POLICY? .....   | p.23        |
| 10.2. LEGAL .....  | p.23        |
| 10.3. LIMITATIONS .....  | p.24        |
| 10.4. SUBROGATION .....  | p.24        |
| 10.5. AUDIT .....  | p.24        |
| 10.6. COMPLAINTS - MEDIATION .....   | p.24        |
| 10.7. DATA PROTECTION AND FREEDOM OF INFORMATION .....   | p.25        |

### NB :

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

## 1. SERVICES AVAILABLE UNDER YOUR POLICY

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

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

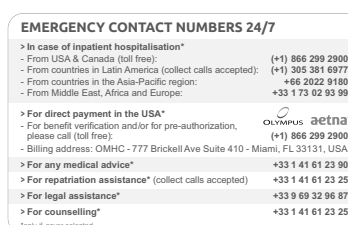
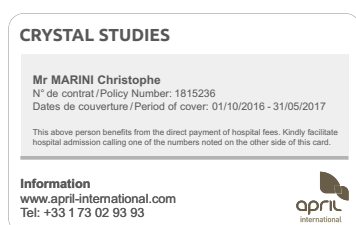
It is essential that *You* contact *Us* before being admitted to hospital. If *You* do not follow this procedure, an *Excess* of 20% will be applied to your reimbursement.

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

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

- from USA and Canada (toll free), call (+1) 866 299 2900,
- from countries in Latin America, call (+1) 305 381 6977,
- from countries in the Asia-Pacific region, call +66 (0)2 645 3336,
- from Middle East, Africa and Europe, call +33 (0)1 73 02 93 99.

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



### 1.2. REPATRIATION ASSISTANCE:

#### To request repatriation assistance:

*You* must obtain prior approval from APRIL Assistance (see paragraph 8.2). To request assistance, *You* can contact APRIL Assistance:

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

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

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

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

This service is available for:

- consultations with general practitioners and specialists,
- diagnostic tests,
- X-rays,
- medical examinations and treatments,

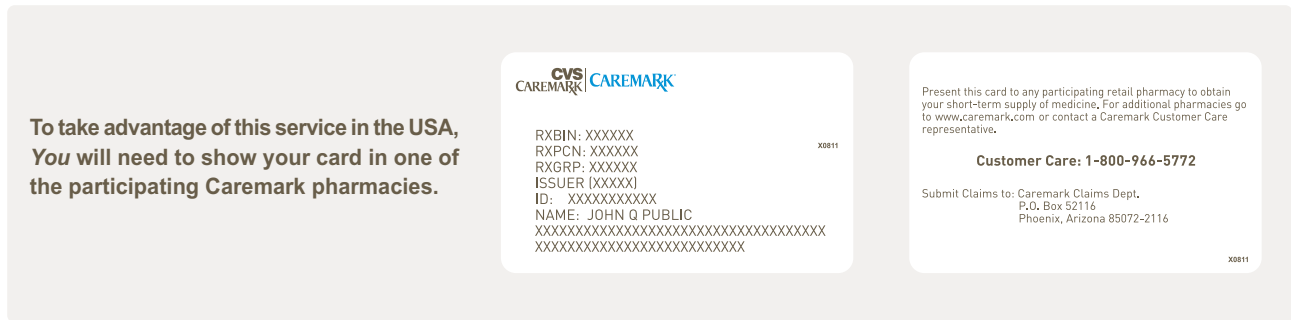
carried out by medical service professionals belonging to the AETNA network.

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

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

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

### 1.3.2. THIRD PARTY PHARMACY PAYMENTS



If your *Country of destination* is the USA, *You* will receive by post your third party pharmacy card, once your application has been approved.

By showing your third party pharmacy card in one of the Caremark pharmacies in the USA, *You* will not have to pay for the items covered by your policy and *We* will settle your bill directly with the pharmacy.

The list of participating pharmacies is available at [www.caremark.com](http://www.caremark.com).

We cannot propose this service if *You* have been accepted under special conditions (with a medical exclusion for example).

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

#### To request a home visit:

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

The doctor's home visits service is available in the following cities (as at 01/09/2016):

**In the USA:** Anaheim, Atlanta, Baltimore, Beverly Hills, Bonita Springs, Boston, Breckenridge, Burbank, Chicago, Copper Mountain, Dallas, Fort Myers, Ft. Lauderdale, Hollywood, Houston, Keystone, Las Vegas, Los Angeles, Manhattan, Miami, Naples, Orlando, Philadelphia, Phoenix, San Diego, San Francisco, Scottsdale, Vail, Washington DC,

**In Mexico:** Acapulco, Cabo San Lucas, Cancun, Mazatlan, Puebla, Mexico D.F. (excluding certain areas), Puerto Vallarta-Nuevo Vallarta et Tijuana.

In emergencies, during evenings or weekends, when your doctor is unavailable, *We* can provide a home consultation service. To avoid long waits in A&E, *You* will be put in touch with a doctor who will make a preliminary diagnosis by telephone before advising *You* on what *You* should do next: arrange a home visit or attend A&E. With this service, *You* will not have to pay the home visit charges specified in your policy. The bill is sent directly to *Us* for payment.

### 1.5. LEGAL ASSISTANCE SERVICE:

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

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

### 1.6. ONLINE SERVICES:

At [www.april-international.com](http://www.april-international.com) get personalised information through the "Customer zone" section. Use your client reference number and password, which have been sent to *You* by email when *You* took out your policy, to log on.

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

- all the documents *You* need (insurance certificate, insurance card, general conditions etc.),
- your personal and bank details.

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

- *Confidential medical certificate* (to be completed by your doctor before your admission to hospital),
- *Request for prior agreement* (to be completed by your doctor if prescribing courses of treatment to be delivered by nurses and physiotherapists),
- Claim for reimbursement (to be enclosed with your medical bills and prescriptions).

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

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

## 1.7. WHERE TO SEND YOUR CLAIMS FOR REIMBURSEMENT, YOUR REQUEST FOR PRIOR AGREEMENT OR YOUR CONFIDENTIAL MEDICAL CERTIFICATE

### You can claim reimbursement:

#### > Electronically, for medical expenses up to €400 per bill:

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

Our Claims department will then process your claim. **You must keep the original invoices.** The operation and rules of use of the application will be explained when *You* first use it and remain accessible at any time within the application.

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

#### > By post:

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

#### APRIL International Expat

Service Remboursements

110, avenue de la République

CS 51108

75127 Paris Cedex 11 - FRANCE

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

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

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

## 2. DEFINITIONS

Each term defined below has the following meaning when written in italics and capitalized first letter:

- A ABROAD:** any country covered under the policy outside 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.
- ACTUAL COSTS:** all medical expenses charged to *You*.
- B BENEFICIARY:** person who receives *Compensation* or money from the insurer.
- BODILY INJURY:** injury affecting a person's physical integrity.
- C CLAIM:** event, *Illness* or *Accident* which gives rise to cover when the contract is in effect.
- COMPENSATION:** sum paid to repair damages or injuries suffered by yourself.
- CONFIDENTIAL MEDICAL CERTIFICATE:** medical questionnaire to be completed by your doctor and returned to *Us* before *You* are admitted to hospital (or as soon as possible following an *Accident* or in case of emergency) in order to obtain our *Prior agreement*. An *Excess* of 20% will be applied to your reimbursement if *You* do not follow this procedure.
- CONSEQUENTIAL DAMAGE:** all damage other than *Bodily injury* or *Material damage* that is the direct and immediate consequence of *Bodily injury* or *Material damage* covered under the policy.
- COUNTRY OF DESTINATION:** your main country of residence during your stay *Abroad*.
- COUNTRY OF NATIONALITY:** the country shown on your passport or on any other official identity document under the heading "nationality".
- D DAILY HOSPITAL CHARGE:** portion of daily hospital charges in France not covered by French Social security.
- DIRECT PAYMENT OF HOSPITAL CHARGES:** if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct payment of your hospital charges with no upfront payment, subject to the review of your *Confidential medical certificate*. *You* can activate this service by calling the emergency contact numbers listed in paragraph 1.1 or by presenting your insurance card to the hospital. This service is not available if *You* selected an EHIC top-up cover.
- (TOTAL OR PARTIAL) DISABILITY:** disability following an *Accident* making it totally or partially physically impossible (as medically verified and recognised by the insurer) for *You* to continue with the course in which *You* are enrolled, or your *au pair* placement.
- E EFFECTIVE DATE:** date on which the policy takes effect. It is specified on the *Membership certificate*.

- EMERGENCY DENTAL TREATMENT:** the policy covers emergency dental treatment (temporary dressings, fillings, root canal work, extractions etc.) resulting from an *Accident* or unexpected *Illness* requiring surgery or medical treatment and which could not wait until your return to your *Country of nationality*.
- EXCESS:** sum for which *You* are responsible in the settlement of a *Claim*.
- EXCLUSIONS:** that which is not covered by the insurance contract. All contracts include exclusions from cover.
- F FAMILY MEMBER:** father, mother, sister, brother, child or legal guardian residing in your *Country of nationality*.
- FORCE MAJEURE:** any unforeseen, unavoidable and uncontrollable event declared by the public authorities of the country where *You* are staying.
- FRIEND:** any person named by yourself or by one of your dependents, residing in your *Country of nationality*.
- H HOSPITALISATION:** stay (with or without surgery) in a hospital (public or private) subsequent to an *Accident* or *Illness* and during which a bed has been allocated to *You*.
- I IDENTIFIED THIRD PARTY OR OPPOSING PARTY:** individual or legal entity, whose identity and address *You* know, who is responsible for damage caused to *You* or who is challenging one of your legal rights.
- ILLNESS:** any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.
- INSURANCE YEAR:** period of twelve consecutive months beginning on the *Effective date* of the policy.
- INSURED, "YOU":** individual accepted by the insurer and to whom cover under the terms of the present policy applies.
- L LITIGATION, CONFLICT OR DISPUTE:** disagreement or challenge to the law, the prejudicial or reprehensible nature of which may lead to a claim being made or legal proceedings being taken against *You* by an *Identified third party*.
- M MATERIAL DAMAGE:** damage affecting the structure or substance of a thing and resulting from an insured event.
- MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.
- MEDICAL TEAM:** structure adapted to each individual case and defined by APRIL Assistance's liaison doctor.
- MEMBER:** individual or company who is a member of this group plan effected by "l'Association des Assurés d'APRIL International" and who pays the *Premium*.
- MEMBERSHIP CERTIFICATE:** document serving as proof of insurance which *We* issue to the *Member*, confirming their cover under the Crystal Studies policy and specifying the *Insured*, the *Effective date*, the level of cover and option selected. The *Membership certificate* reflects the special conditions of the policy.
- P PERSONAL ACCIDENT:** cover for the payment of a lump sum in the event of your death or *Disability* as a result of an *Accident*.
- PERSONAL LIABILITY:** the legal obligation of all persons to repair damages caused to others.
- PREMIUM:** sum paid by the *Member* in exchange for the cover granted by the insurer.
- PRIOR AGREEMENT:** certain types of treatment or procedures are subject to the prior agreement of our Medical Examiner. Before starting any treatment, *You* will therefore have to send *Us* an itemised estimate of costs and a form called "*Request for prior agreement*". In the event of *Hospitalisation*, please ask your doctor to complete the form called "*Confidential medical certificate*".
- R REASONABLE AND CUSTOMARY COSTS:** medical expenses are considered to be reasonable and customary if they do not exceed the rates normally charged for an identical service or treatment in the location in which they are incurred. *We* have been continually compiling reference prices basis for over 20 years and our databases are updated every year.
- REPORTED ACCIDENT:** an *Accident* recorded by a competent authority present at the scene (police, firefighters or paramedics) where a certificate was issued specifying the circumstances of the incident, the nature of the injury and the date of the *Accident*.
- REQUEST FOR PRIOR AGREEMENT:** form completed by your doctor allowing *You* to obtain our *Prior agreement* before starting certain procedures or treatments.
- S STABILISATION:** stabilisation of the state of health of a victim of an *Accident* or person suffering from an *Illness*.
- STUDENT EQUIVALENT:** apprentice, au pair or student receiving remuneration during studies. In all cases, the remuneration received by the student must not exceed the equivalent of €1,300 net per month.
- T TERMINATION:** final and early cancellation of the contract.
- V VALUABLES:** works of art and collector's items, silverware, wrist watches, jewellery, precious stones and pearls, valuable paintings, furs, cameras and other devices and accessories for reproduction of images, binoculars, mobile phones, computers and any type of HI-FI or IT equipment.
- W WE, US:** APRIL International Expat.

## 3. POLICY BENEFITS AND TERRITORIALITY

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

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

#### For the "Mini" option:

- reimbursement of medical expenses,
- repatriation assistance.

#### For the "Complete" option:

- reimbursement of medical expenses,
- repatriation assistance,
- legal assistance,
- *Personal liability* private capacity, internships and tenant's liability,
- accidental death or total or partial permanent *Disability*,
- loss, theft or destruction of baggage,
- delayed departure.

### 3.2. WHERE ARE YOU COVERED?

**If a cover from the 1<sup>st</sup> euro has been selected**, cover is acquired worldwide, outside your *Country of nationality*. Cover is acquired in your *Country of nationality* for periods of less than 90 consecutive days between two stays in your *Country of destination*.

**If EHIC top-up cover has been selected**, cover applies during the stay *Abroad* in the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Guadeloupe, French Guyana, Martinique and the Reunion Island), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal (including Madeira and the Azores), Romania, Slovakia, Slovenia, Spain (including the Balearic and Canary Islands), Sweden, Switzerland and the United Kingdom (England, Scotland, Wales, Northern Ireland and Gibraltar). Cover is acquired in your *Country of nationality* for periods of less than 90 consecutive days between two stays in the *Country of destination* only if your *Country of nationality* is mentioned in the above list.

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

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

## 4. WHO IS COVERED BY THE POLICY?

**To be eligible for the insurance or request a renewal of your policy, You must:**

- be under 41 years of age at the *Effective date* of the policy;
- be a student (or *Student equivalent*) or schoolchild outside your *Country of nationality* for the purposes of travel, studies, language training, an au pair placement or internship;
- have completed and signed the Application form;
- be able to produce **a copy of your student card** or **school attendance certificate** (or a copy of your employment contract with the host family for au pair placements) which is valid for the entire duration of the stay, if requested to do so by the administration teams at APRIL International;
- have signed the Health questionnaire no more than six months before the requested *Effective date* (if *You* are over the age of 30 at the *Effective date* of the policy);
- not be affected by any incapacity or *Disability*, nor be under treatment for any *Illness*, nor be liable to suffer a recurrence or progression of any *Illness*;
- not have undergone any recent medical treatment subject to relapse, nor be planning any treatment in your *Country of destination*.

**If EHIC top-up cover is selected, You must also:**

- be covered by the Social Security scheme in an EU country,
- before going *Abroad*, obtain the European Health Insurance Card to be presented to the medical professional in the *Country of destination*.

In this case, *We* will provide only top-up reimbursement on receipt of proof of payments received from the National Health Service.

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 and *We* reserve the right to request additional medical information.

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



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

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

On the date shown on the *Membership certificate* and, at the earliest, on the day following receipt of the complete application and supporting documents (including the Application form and the Health questionnaire, both completed and signed (if you have more than 30 years old) and a photocopy of your current student card or certificate of attendance at school or a copy of your contract with the host family if *You* are going *Abroad* as an au pair), subject to the suspensory condition of payment of the *Premium* due.

**Any treatment or procedures prescribed before the *Effective date* of the policy are excluded from cover and will not be reimbursed.** If your application requires a medical review, your policy will begin at the earliest on the day following your medical approval.

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

Cover is acquired for a minimum period of one month and a maximum period of twelve months.

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

The policy is renewable on request and on condition that *You* remain in full-time education *Abroad* (or continue working as an au pair) and are under 41. *You* can renew your policy up to three times, on request and subject to the agreement of the insurer.

*You* can change the option selected only on the renewal date.

*We* must receive your request to renew the policy before the policy end date shown on your *Membership certificate*.

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

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

b) in the event of termination of the plan by the insurer or by "l'Association des Assurés d'APRIL International" on the annual due date (in this case the Association will inform each *Member*);

c) once *You* cease to meet the conditions of insurance outlined in paragraph 4;

d) on the day of final return to your *Country of nationality*;

e) on the last day stated on your *Membership certificate*.

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

### **Penalties for false declaration**

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

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

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

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

### 5.4. HOW TO CANCEL YOUR POLICY:

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

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

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

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

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

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

To exercise their right to cancel, the *Member* must notify *Us* of their decision to cancel their policy by means of a clearly-worded letter sent to the following address within the timescales specified above:

APRIL International Expat - Service Suivi Client - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE.

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

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

If the *Member* decides to cancel the policy, they will only be required to pay the *Premium* corresponding to the period during which the risk was covered, with this period being calculated up to the date of cancellation. *We* will refund the balance to the *Member* no later than thirty days following the date of cancellation.



However, the entire *Premium* remains due if the *Member* exercises their right to cancel when a Loss giving rise to a claim under policy, of which they were unaware, has occurred during the cancellation period.

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

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

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

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

## 6. PREMIUMS

### 6.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium* is determined by the option and the type of cover selected, the age bracket and the duration of cover required, as well as by the payment method selected.

The age used to calculate the *Premium* is the age of the *Insured* on the *Effective date* of the policy.

Taxes currently payable by the *Member* are included in the *Premium*. Any change to the rate of these taxes will therefore affect the amount of the *Premium*.

### 6.2. PAYMENT METHODS:

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

- in full at the time of application by cheque or bank card,
- in monthly instalments by SEPA direct debit from a bank account in France, Monaco or Germany.

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

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

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

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

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

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

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

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

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

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

### Double insurance:

Reimbursements received from the insurer and from any national health service scheme or other private insurer 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 limit of reimbursement of actual costs incurred is determined by the insurer for each service or treatment covered.

You can select from two options:

- the “Complete” option providing the following benefits: medical expenses, repatriation assistance, legal assistance, *Personal liability* private capacity, internships and tenant’s liability, *Personal accident*, delayed departure and baggage insurance,
- the “Mini” option covering only medical expenses and repatriation assistance.

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

### 8.1. MEDICAL EXPENSES:

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

#### 8.1.1. TYPE AND LEVEL OF REIMBURSEMENT

You can select from two levels of cover:

- reimbursement of your medical expenses from the 1<sup>st</sup> euro spent,
- reimbursement of your medical expenses as a top-up to the European Health Insurance Card.

Reimbursement is guaranteed for all medically required treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority*.

Only expenses incurred in connection with treatment received during the period of cover, i.e. the period referred to on your *Membership certificate*, will be reimbursed.

Expenses are reimbursed item per item depending on the level of cover selected, within the limits of *Actual costs* and in accordance with the benefits schedule.

For medical expenses invoiced in a currency other than the euro, the exchange rate applied will be the one in force on the date when the treatment was received.

If you have EHC top-up cover, you will only be reimbursed for costs which would have been first covered by your basic scheme.

### Ceilings:

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

## MEDICAL EXPENSES > Up to €200,000 per Insurance year

| HOSPITALISATION*   | LEVELS   |
|--|--|
| Medical or surgical <i>Hospitalisation</i> *:<br>Transfer by ambulance (if <i>Hospitalisation</i> is covered by APRIL International)<br>Hospital room and board (including <i>Daily hospital charge</i> in France)<br>Medical and surgical fees<br>Pathology, diagnostic tests and drugs<br>Medical procedures | 100% of <i>Actual costs</i>  |
| <i>Hospitalisation</i> for the treatment of mental or nervous disorders*   | 80% of <i>Actual costs</i> , up to 30 days per year  |
| <i>Direct payment of hospital charges</i> during approved <i>Hospitalisation</i> for more than 24h   | provided on request 24 hours a day, if prior agreement has been obtained (unless a cover as a top-up to the EHC has been selected) |
| Private room   | up to €50 a day  |

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

| ROUTINE HEALTHCARE   | LEVELS  |
|--|---|
| Consultations and procedures carried out by GPs or specialists   | 100% of <i>Actual costs</i><br>(limited to €130 per year for eye care consultations and to 80% of <i>Actual costs</i> and 5 sessions/year for the treatment of mental or nervous disorders) |
| Pathology, diagnostic tests, X-rays and drugs  | 100% of <i>Actual costs</i>   |
| Procedures carried out by nurses and physiotherapists**<br>(following a <b>Reported accident</b> )                                       | 100% of <i>Actual costs</i>   |
| <i>Emergency dental treatment</i>  | up to €400 per year   |
| Dental prostheses (following a <b>Reported accident</b> )  | up to €600 per year   |
| Other prostheses (following a <b>Reported accident</b> )<br>Prescribed glasses or contact lenses (following a <b>Reported accident</b> ) | up to €500 per year   |
| Contraceptives (condoms)   | up to €20 per year  |

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

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

### 8.1.2. WHAT TO DO IN CASE OF HOSPITALISATION?

#### **Prior agreement**

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

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

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

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

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

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

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

#### **To obtain the Direct payment of your hospital charges (unless You have selected the top-up to the European Health Insurance Card cover):**

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

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

- from the USA and Canada, call (+1) 866 299 2900 (toll free),
- from countries in Latin America, call (+1) 305 381 6977,
- from countries in the Asia-Pacific region, call +66 (0)2 645 3336,
- from Middle East, Africa and Europe, call +33 (0)1 73 02 93 99.

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

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

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

Certain medical procedures or treatments require the *Prior agreement* of our Medical Examiner. Before starting any treatment, You should

ask the doctor prescribing the treatment to complete a *Request for prior agreement* and to provide an itemised estimate of costs. The “*Request for prior agreement*” form is available on your Customer zone at [www.april-international.com](http://www.april-international.com) or by calling +33 (0)1 73 02 93 93 or by email at [info.expat@april-international.com](mailto:info.expat@april-international.com). *Prior agreement* must be obtained for *Hospitalisation* and treatment dispensed by nurses and physiotherapists following a *Reported accident* if more than 10 sessions are prescribed per *Insurance year*.

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

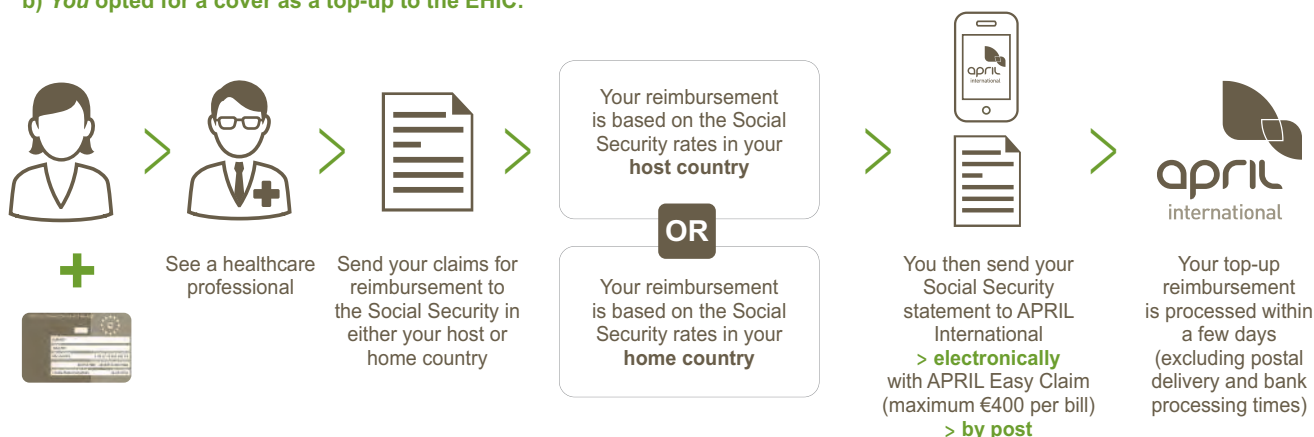
**APRIL International Expat**  
 Service Remboursements  
 110, avenue de la République  
 CS 51108  
 75127 Paris Cedex 11 - FRANCE  
 Email: [claims.expats@april-international.com](mailto:claims.expats@april-international.com)

#### 8.1.4. HOW TO CLAIM REIMBURSEMENT OF COSTS

##### a) You opted for a cover from the 1<sup>st</sup> euro:



##### b) You opted for a cover as a top-up to the EHIC:



#### To obtain a reimbursement:

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

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

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

##### > By post:

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

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

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

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

- originals of your paid bills and medical prescriptions, showing the date, your first name, surname and date of birth, the type of illness, the nature and date of the consultations and the treatment received. *You* should also send proof of payment. Prescriptions must clearly show the name and price of the drugs in the local currency;
- if the treatment requires a *Request for prior agreement*, the *Request for prior agreement* form approved by our medical department;
- in the event of *Hospitalisation*, *You* must also send *Us* the hospital report and *Confidential medical certificate* completed by your doctor. Please also ensure that your bill shows a breakdown of the cost of the private or double room.

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

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

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

Depending on the country in which your bank account is located, bank charges may apply. They will be deducted from your reimbursement:

- for a transfer in a French bank account: no bank charge will apply;
- for a transfer in an European bank account (outside France): bank charges are shared between *You* and *Us* whatever the amount of the payment;
- for a transfer effected in the rest of the world (outside France and Europe):
  - for payments under €75, bank charges are shared between *Us* and *You*,
  - for payments over €75, bank charges are entirely supported by *You*.

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

## **8.2. REPATRIATION ASSISTANCE:**

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

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

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

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

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

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

If *You* or the persons accompanying *You* should take any of the action listed below, this will only give rise to reimbursement if APRIL Assistance has been notified and has given its express agreement and has provided a reference number. In this case, costs will be reimbursed based on valid receipts, up to the amount that APRIL Assistance would have spent if it had organised the service itself. APRIL Assistance cannot be held responsible for any delays or failures in the provision of its services in the event of industrial action, riots, popular uprisings, reprisals, restrictions on the free movement of goods and people, acts of terrorism or sabotage, state of war, civil war, acts of a foreign enemy whether war is declared or not, nuclear explosion, exposure to ionizing radiation and other fortuitous events or acts of God.

### **8.2.2. MEDICAL EVACUATION AND REPATRIATION**

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

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

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

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

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

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

### 8.2.3. COMPASSIONATE EMERGENCY VISIT FOR HOSPITALISATION

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

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

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

### 8.2.4. EMERGENCY DISPATCH OF PRESCRIBED MEDICATION NOT AVAILABLE LOCALLY

In the event that indispensable drugs or their equivalents cannot be obtained locally and were prescribed before departure in your *Country of nationality* (or in your country of origin, if different), APRIL 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 medicines. *You* agree to reimburse the amount plus any custom clearance charges within a maximum period of 30 days from the shipment date.

### 8.2.5. COMPASSIONATE EMERGENCY RETURN IN CASE OF DEATH OR HOSPITALISATION OF A FAMILY MEMBER

APRIL Assistance will provide *You* with a return economy class airline ticket or first class railway ticket in the event of the death or hospitalisation of more than 5 consecutive days of a *Family member* in your *Country of nationality*. Outbound travel must be made within 8 days of the date of death or hospitalisation.

Starting on the *Effective date* on which cover takes effect, a six-month waiting period applies to cases of *Family members* suffering from *Illnesses*.

This cover applies when the death or hospitalisation occurs subsequent to your departure *Abroad*. APRIL Assistance reserves the right, prior to the provision of any service, to request proof of the covered event (hospital certificate, death certificate etc).

**To benefit from this cover, You must contact APRIL Assistance to obtain prior agreement. Otherwise, APRIL Assistance has the right to refuse to reimburse any tickets which You may have purchased yourself.**

### 8.2.6. SEARCH AND RESCUE COSTS

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

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

In the event of your death, APRIL Assistance will organise and undertake 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 Assistance will cover the costs of post-mortem care, casketing and transportation requirements.

APRIL Assistance will organise and cover the cost of coffin transport **up to a limit of €1,000**.

The funeral, ceremony, local transportation and burial or cremation expenses remain at the expense of your family.

The choice of companies taking part in the repatriation process rests solely with APRIL Assistance.

### 8.2.8. ADVANCE PAYMENT OF BAIL ABROAD (EXCEPT IN YOUR COUNTRY OF NATIONALITY)

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

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

### 8.2.9. EMERGENCY MESSAGE RELAY

If it is materially impossible for *You* to send an urgent message and if *You* so request it, APRIL 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 sole responsibility of their authors, who must be identifiable and their sole concern. APRIL Assistance acts solely as an intermediary in the transmission of the messages. APRIL Assistance can also serve as an intermediary in the opposite direction.



#### 8.2.10. TRAVEL ASSISTANCE IF PERSONAL ITEMS ARE LOST OR STOLEN

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

APRIL Assistance is not authorised to stop payments on behalf of third parties.

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

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

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

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

#### 8.2.11. ENFORCED STAY ABROAD

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

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

Costs incurred without the prior agreement of APRIL Assistance and costs generated by the extension of a stay that is not due to an event classed as *Force majeure* are not covered under the policy.

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

#### 8.2.12. EMERGENCY RETURN DUE TO A TERRORIST ATTACK OR NATURAL DISASTER

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

#### 8.2.13. TRANSLATION OF LEGAL AND ADMINISTRATIVE DOCUMENTS

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

#### 8.2.14. HEALTH AND TRAVEL INFORMATION

APRIL Assistance can provide *You* with information regarding the medical precautions to take before you travel (vaccinations, medication, ...), as well as information on local living conditions (temperature, climate, food, ...).

APRIL Assistance is also available 24 hours a day to provide objective information in the field of healthcare.

If the APRIL Assistance team cannot provide *You* with an immediate response, they will carry out the required research and contact *You* again as soon as possible.

In the event of health problems requiring a consultation, APRIL Assistance may, if requested, supply contact details for local care facilities.

This service is in no way intended to deliver a personalised consultation or medical prescription by telephone or to advise self-prescribed treatment. It is intended for information purposes only and should not in any circumstances be regarded as a recommendation.

APRIL Assistance will accept no responsibility with regard to the proposed healthcare facilities or for the quality of care provided there.

This service is limited to 3 phonecalls per *Insurance year*.

#### 8.2.15. DELAYED BAGGAGE

Baggage cover applies to your travel bags, suitcases and personal effects or the objects contained therein. Personal effects covered under the policy are your *Valuables* with a value of at least €500, jewellery (natural or cultured pearls, precious and hard stones), furs. Baggage include laptops, tablets, audio-visual equipment, cameras, video cameras or Hi-Fi equipment, which belong to *You*.

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

#### 8.2.16. STUDENT LIFE INSURANCE

If *You* are repatriated on medical grounds to your *Country of nationality* (or in your country of origin, if different), APRIL Assistance will pay *You* the sum of €200 to cover costs which have already been incurred on site and which cannot be recovered, if they are supported by original invoices: school fees, rent and travel costs only.

This benefit is payable only once per policy.



## 8.2.17. LIMITATIONS ON COVER

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

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

## 8.3. LEGAL ASSISTANCE:

### 8.3.1. LEGAL, PRACTICAL AND ADMINISTRATIVE INFORMATION

A team of specialist lawyers is available to inform *You* of your rights and provide practical and legal advice. *You* can also seek advice on preventive measures to safeguard your rights and interests in order to avoid a *Dispute*. *You* may consult this service regarding any area of law and obtain a response in **French, English, Spanish or German**. The helpline is available by calling **+33 (0)9 69 32 96 87, 24/7**. *You* will be asked for your policy number when using this service.

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

If *You* are faced with *Litigation* from an opposing *Identified third party*, if your request is legally grounded and if this *Litigation* is related to your private or working life, *You* are entitled to cover in the following areas of **up to €16,000 per Litigation and per Insurance year**:

- **Criminal law:** *You* are covered for the defence of your interests if *You* are brought before a criminal court or an administrative commission following an event insured under the *Personal liability* (private capacity) cover (see paragraph 8.4) insofar as *You* are not represented by the lawyer acting for the insurer in the defence of your civil interests.
- **Accommodation:** *You* are covered for *Disputes* with your landlord. This includes *Disputes* relating to maintenance work inside the property, interior design or improvements, *Disputes* relating to neighbourhood disturbances, *Disputes* over service charges.
- **Local government:** *You* are covered for *Disputes* *You* have with local government (excluding tax authorities), public services and local authorities.
- **Internet purchases:** *You* are covered for *Disputes* relating to transactions carried out on an internet website.
- **Remedy:** the insurer will intervene to claim compensation from the person identified as responsible for any personal injury or material damage *You* suffer as the result of an *Accident*.

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

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

#### Search for an amicable solution

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

#### Payment of legal expenses

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

| COVERED LEGAL COSTS   | UPPER LIMITS  |
|---|---|
| Successful amicable remedy  | €250 per case   |
| Expert appraisal (investigation)  | €275 for the first intervention<br>€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   |

| COVERED LEGAL COSTS                                     | UPPER LIMITS    |
|---|-----------------|
| High court (and courts at the same level)               | €750 per case   |
| Court of Appeal   | €850 per case   |
| Court of Sessions, Court of Cassation, Council of State | €1,500 per case |

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

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

**How to benefit from the cover:**

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

If there is a delay in declaring the *Litigation* and if this delay proves to be prejudicial to the insurer, they may refuse to intervene.

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

**Arbitration clause**

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

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

However, the Presiding Magistrate of the High Court in may decide otherwise if he considers the procedure to have been improperly used. If *You* undertake litigation at your own expense and obtain a resolution more favourable than that proposed by the insurer - or by the third party mentioned above - the insurer will reimburse the costs incurred by *You* within the limits of cover under the policy.

*You* can also submit the dispute for assessment by a third person, freely chosen by *You*, who is recognised to be independent and authorised to give legal advice. *You* must notify the insurer of this appointment and this person's fees will be paid by the insurer up to a maximum of €200.

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

**Conflicts of interest**

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

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

**8.4.1. PURPOSE OF THE COVER**

The insurer covers the pecuniary results of any *Personal liability* that *You* may incur by virtue of the laws and regulations in force in the country where *You* are staying, in a private capacity.

Cover applies in the event of *Bodily injury* or *Material damage* which *You* may cause to another person resulting in particular from:

- your own actions or those of persons for whom *You* are responsible;
- things or animals owned or kept by yourself;
- any sport or outdoor activity that *You* may practise (except *Exclusions* mentioned in paragraph 9);
- liability incurred through participation in internships, with regard to the internship manager, for damages caused to materials used during the internship;
- renting an apartment, for damages caused to neighboring apartments. This benefit does not in any way replace home insurance and is not an exemption from local compulsory insurance schemes..

**8.4.2. LIMITATIONS ON COVER**

- *Bodily injury*: **€4,500,000 per Claim.**
- *Material and Consequential damage*: **€460,000 per Insurance year**; *Consequential damage* is included for up to 20% of the insured

amount, that is **€92,000. Excess of €75 per Claim.**

- **Material damage** caused during internships: **€12,000 per Insurance year. Excess of €75 per Claim.**

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

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

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

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

The insurer shall pay the *Beneficiary* or *Beneficiaries* a **fixed sum of €10,000**. If the *Insured* is less than 16 years of age at the time of their death, payment is in all cases limited to funeral costs. Cover applies to death occurring no more than six months after an *Accident* that has caused fatal injuries. **However, if the *Insured* dies after having received *Compensation* for permanent *Disability* from the insurer for the same *Accident*, their heirs will receive the sum stipulated in the event of death, minus the amount of the said *Compensation*.**

#### **Attribution of benefits**

In the event of the *Insured's* death the lump sum is paid to the *Beneficiary* (or *Beneficiaries*) designated either on the Application form or at a later date by the *Insured*. *You* may amend the designation if it is no longer appropriate unless the designation has been accepted by the *Beneficiary* in which case it cannot be revoked. The designation of a *Beneficiary* can be carried out by means of a privately witnessed document or by an authenticated deed before a notary. If *You* have named a specific *Beneficiary*, *You* can have their contact details included in the policy document.

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

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

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

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

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

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

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

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

In the event of partial permanent *Disability*, payment will be reduced based on the recognised degree of *Disability*.

The degree of *Disability* is determined by the insurer's Medical Examiner after stabilisation of the injuries.

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

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

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

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

- forward all documents proving your identity and/or marital status;
- forward a certificate from the doctor called to give first aid, describing the exact nature and current state of the injuries, as well as their consequences;

- forward all documents needed to establish the fact and significance of the *Accident*;
- submit to a medical exam by the insurer.

### 8.6. DELAYED DEPARTURE:

You are covered for the reimbursement of fees charged by airlines in the case of postponement of your departure date for your *Country of destination* or your date of permanent return to your *Country of nationality*.

Cover applies:

- when an exam date is changed to coincide with your inbound or outbound travel date and this is certified by an official document, in the event that this was unforeseeable and cannot be postponed, and as long as this exam date was not known on the day that this insurance plan was purchased;
- when a re-sit exam is called for a date that coincides with a travel date, as long as this exam date was not known on the day the plane ticket was purchased.

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

#### How to benefit from the cover:

You must inform the insurer, through our intermediary, **within 5 working days** of the date of the covered event. You must include the following information:

- your name, surname and address;
- the exact reason for the postponement of the departure or return date;
- the official document stating the dates of the scheduled and cancelled exams, as well as the new dates on which they will be held;
- the original bill stating the amount of the postponement fees.

**Any cancellation that does not meet these conditions shall result in forfeiture of all right to reimbursement.**

### 8.7. BAGGAGE:

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

- loss of *Baggage* during carriage by a transport company,
- theft of *Baggage*, personal effect and items during the outward and homeward journey and for the entire duration of the trip,
- total or partial destruction or damage to your *Baggage*, personal effects and items as a result of a catastrophic event such as fire, flood, subsidence or an act of terrorism during the outward and homeward journey and for the entire duration of the trip.

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

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

**For all Claims, You will pay a €15 Excess.**

#### How to benefit from the cover:

You must make your *Claim* in writing to the insurer, through our intermediary, **within 5 working days** of the loss or damage. After this 5-day period the claim may be rejected. You will be asked for a number of supporting documents.

## 9. WHAT IS NOT COVERED BY YOUR POLICY

### 9.1. EXCLUSIONS FROM MEDICAL EXPENSES COVER:

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

- the consequences of any medical condition or infirmity which occurred prior to the date of signing the Application form;
- any medical and surgical expenditure not prescribed by a qualified *Medical authority*;
- the cost of over-the-counter pharmacy items, cosmetics, personal care products, sunscreens and/or moisturisers, make-up, beauty treatments and comfortcare, vitamins and minerals, food supplements, dietetic products, baby foods and mineral water;
- pedicure;
- alternative or complementary medicine;
- medical auxiliaries other than physiotherapists and nurses following a *Reported accident*;
- occupational therapy, logopedics and the treatment of psychomotor disorders;

- psychologist consultations;
- dental implants, periodontics and all orthodontic treatment;
- surgery on or extraction of wisdom teeth;
- any non-emergency dental treatment such as: routine dental examinations, scaling, pre-existing conditions including tooth decay/cavities, reconstruction, crowns and/or repair of crowns or any other treatment not required for pain relief;
- the cost of dentures, eye-care and other prostheses unless the costs are the result of a *Reported accident*;
- pre-natal classes;
- thalassotherapy and thermal cures;
- the cost of vaccination;
- care, examinations and treatment of the skin (skin cancer treatment is covered);
- surgery on the temporo-mandibular joint;
- attention deficit disorder with or without hyperactivity;
- the treatment of eating disorders;
- any cosmetic treatment, anti-ageing cures, weight-loss and weight gain treatments;
- any treatment related to infertility, fertility or contraception;
- medicines and treatments to support smoking cessation;
- laser eye surgery (including the correction of myopia) and the treatment of cataracts;
- the cost of sourcing and transporting organs for transplant;
- preventive treatments;
- health checks, routine tests and check-ups;
- treatment not recognised by the *Medical authorities* of the country in which it is dispensed;
- experimental treatment;
- *Hospitalisation* for any purpose whatsoever, which was already scheduled at the time of application for the insurance or within 12 months of the policy *Effective date*;
- supplies which are not essential to the diagnosis or treatment of the *Illness*;
- costs that could have been incurred by the *Insured* on their return to their *Country of nationality*;
- related expenses, such as telephone charges in the event of *Hospitalisation* or excessive, unreasonable or unusual expenses considering the country in which they were incurred;
- transport costs other than transfer by ambulance to the nearest suitable care centre;
- stays in rest homes situated in the countryside, at the seaside, in the mountains, except after *Hospitalisation* with or without surgery;
- treatment requiring *Prior agreement*, dispensed without *Prior agreement* (in case of *Hospitalisation* without *Prior agreement*, an *Excess* of 20% will be applied to your reimbursement);
- medical *Hospitalisation* expenses or stays in sanatoriums or homes, when the hospital or medical centre treating the *Insured* is not approved by the relevant public authorities;
- thermometers and blood pressure monitors;
- medicines and treatment related to erectile dysfunction;
- the treatment of alcoholism, drug addiction or any other addiction or illness linked to such dependency;
- stays in a medical teaching institution and similar establishments;
- growth hormones;
- operations and treatments related to sex change;
- self-harm;
- any expenses not required medically.

## 9.2. EXCLUSIONS FROM REPATRIATION ASSISTANCE COVER:

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

- any interventions and/or reimbursements related to medical check-ups or preventative screenings;
- ailments or benign injuries that can be treated on site and that do not prevent the *Insured* from continuing its travel;
- convalescence, ailments 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;
- ailments that have required hospitalisation in the 6 months prior to departure;
- any consequences (check-ups, further treatment, recurrences) of an ailment which resulted in a repatriation;
- fertility treatments;
- pregnancy, childbirth and their consequences involving newborns, termination of pregnancy;
- cosmetic surgery, dermatological treatments;
- the consequences of the failure of, unfeasibility of, or reaction to any vaccination or treatment desired or essential for travel;
- congenital *Illnesses* or deformities;
- the result of a voluntary disregard for regulations in the visited country, or the practice of activities not authorised by local authorities;

- the results of failing to respect recognised safety rules related to the practice of any sports or leisure activity;
- the result of damage caused by explosives in the *Insured's* possession;
- the consumption of alcohol and the consequences thereof under local legislation;
- trips undertaken for the purpose of diagnosis and/or treatment;
- the results of participation in a wager, challenge, duel or crime;
- the costs of a stay, except those agreed to in advance with the assistance service;
- the cost of fuel, tolls, or ferries;
- costs not supported by original documents;
- all other costs not stipulated in the agreed cover.

Not covered are:

- medical expenses, health cures, stays in rest homes, re-education, contraception and fertility treatment, spectacles and contact lenses, or cosmetic, dental or acoustic prostheses;
- regular transportation required by the *Insured's* state of health;
- costs related to excess baggage weight during air travel and the forwarding of baggage when it cannot be transported with the *Insured*;
- costs incurred by the *Insured* for the delivery of any official document.

With regard to the enforced stay abroad benefit, the following are not covered and will not be reimbursed under the policy:

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

Cover also excludes search and rescue costs:

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

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

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

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

The insurer will in no circumstances cover:

- fines and sums of any kind that the *Insured* may be required to pay or reimburse to the *Opposing party*;
- expenses and fees related to the assessment of damage caused to the *Insured* and investigations to identify or find the *Adversary*;
- "no win no fee" costs;
- costs and interventions made necessary or aggravated solely by the *Insured's* own actions;
- actions and related costs incurred without the consent of the insurer (including referral to a lawyer);
- representation, petition and travel costs if the *Insured's* lawyer is not admitted to the bar of the competent court;
- sums paid as a guarantee to the court and bail.



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

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

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

#### 9.5. EXCLUSIONS FROM PERSONAL ACCIDENT COVER:

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

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

#### 9.6. EXCLUSIONS FROM BAGGAGE COVER:

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

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

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

All cover excludes the results and consequences of:

- 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, the use of drugs or narcotics without a medical prescription;
- alcoholism or drunkenness of the *Insured* (alcohol level higher than that defined by the traffic law applicable on the day of the Claim in the country where the incident took place);
- road traffic *Accidents* involving two-wheeled vehicles if the *Insured* was not wearing a helmet;
- the direct or indirect effects of changes in atomic structure, climatic events such as storms or hurricanes, earthquakes, flooding, tsunami or other cataclysms, unless included in compensation for natural disaster;



- **Accidents or Illnesses, ailments, deformities existing prior to the *Effective date* of cover that are liable to recur or develop, and congenital *Illnesses* or deformities;**
- **sailing or pleasure boating on the high seas (more than 200 nautical miles);**
- **hunting;**
- **the practice of dangerous sports such as: ULM, hang gliding, paragliding, auto racing, motorcycle racing or karting, parachuting, mountaineering, climbing (other than on artificial climbing walls), rock climbing, underwater diving unless breath-hold diving to a depth of less than 50 meters, spelunking, skeleton, ski jumping, bobsledding, bungee jumping, rafting, canyoning, hot air ballooning, jet skiing, kitesurfing, self-defence and combat sports and the following sports practised off piste: downhill skiing, cross-country skiing, sledding and snowboarding;**
- **participation in sports studies curriculums and programs;**
- **participation in a professional capacity in any competitive sport or training, the practice of a sport in a professional capacity within a club or federation;**
- **any sport requiring the use of any kind of land, sea or air engine;**
- **any sporting activity involving the use or presence of an animal such as horse riding, horse riding competitions or bullfighting;**
- **air navigation *Accidents* unless the *Insured* is simply a passenger aboard an aircraft for which the owner and the pilot have all required permits and licenses;**
- **carrying out all professional activity on an oil rig.**

## 10. GENERAL PROVISIONS

### 10.1. WHO INSURES YOUR POLICY?

This policy is effected by "l'Association des Assurés d'APRIL International" (regulated by the Associations French Act of 1901, located 110, avenue de la République, 75011 Paris, FRANCE, whose purpose is to study, effect and promote, to the benefit of its members, all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to all insurance companies). The statutes of the Association can be downloaded at <http://en.april-international.com/global/april-international-expat/association-of-april-international-insured>);

#### **for medical expenses and *Personal accident* cover:**

optional group insurance plans with Groupama Gan Vie (plan numbers 219/684930/00000, 219/684930/01000, 219/684931/00000 and 219/684931/01000), 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 and delayed departure cover:**

optional group insurance plan with CHUBB (plan number FRBBBA07289), 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).

The assistance services are provided by APRIL Assistance.

**The legal assistance cover** is insured by Solucia PJ (policy number 1000 66 02), a legal protection insurance company regulated by the French Insurance Code. Head office: 3, boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE.

**The *Personal liability* private capacity, internships and tenant's liability and baggage benefits** are insured by CHUBB (contract number FRBOPA10169). 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).

The administration of these plans is delegated to APRIL International Expat, a French simplified joint-stock company (S.A.S.) with capital of €200,000, an insurance broker and administration company registered with Companies House in Paris under number 309 707 727, and with ORIAS under number 07 008 000 ([www.orias.fr](http://www.orias.fr)) located at 110, avenue de la République, CS 51108, 75127 Paris Cedex 11, FRANCE.

### 10.2. LEGAL:

The bodies responsible for regulating insurance activities are:

- for the repatriation assistance, *Personal liability* (private capacity, internships and tenant's liability), baggage insurance and delayed departure plans: Financial Conduct Authority, located at 25 The North Colonnade, Canary Wharf, London E145HS, UNITED KINGDOM,
- for medical expenses, *Personal accident* and legal assistance plans: Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority) located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE.

APRIL International Expat is regulated by the Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority), located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE.

Membership of the Crystal Studies plan is evidenced by the Application form, the current General conditions and the *Membership certificate*. It is subject to French legislation and in particular to its Insurance Code.

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

### 10.3. LIMITATIONS:

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

However, this period shall run:

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

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

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

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

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

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

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

### 10.4. SUBROGATION:

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

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

### 10.5. AUDIT:

The insurer reserves the right to request *You* to provide any necessary supporting documents to enable them to accurately assess the benefits due, particularly by means of medical certificates, operative reports and/or reassessment by the insurer's Medical Examiner.

### 10.6. COMPLAINTS - MEDIATION:

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

If *You* are not satisfied with the response provided, *You* can contact our Customer Service department at:

Address: APRIL International Expat - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE

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

For your information, our insurance partners Groupama Gan Vie (8-10, rue d'Astorg, 75383 Paris Cedex 08, FRANCE), CHUBB (Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE) and Solucia PJ (3, boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE), have entrusted *Us* with the handling of complaints.

*We* will do our utmost to respond to your complaint within a maximum period of 48 working hours and are committed to keeping *You* informed of the progress of your complaint within the same timescale if, for reasons beyond our control, it needs to be extended.

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

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

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

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

According to the Data Protection and Freedom of Information Law n° 78-17 of 6<sup>th</sup> January 1978, amended, *You* have the right to communicate, correct or erase any information that concerns *You*. This right can be exercised by contacting our Customer Service Department at the contact details mentioned in the above paragraph.

Furthermore, in application of Article L223-1 and following of the French Consumer Code, *You* are reminded that if, outside of your relationship with *Us*, *You* do not want to be contacted by cold-callers, *You* can opt out by writing to OPPOSETEL at service Bloctel - 6, rue Nicolas Siret - 10000 Troyes - FRANCE, or by visiting the website, [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

*You* can also opt out of any marketing activity by *Us* by contacting us at the above address.

Furthermore, otherwise *We* implement a monitoring procedure to combat insurance fraud. This may result in the application of civil, financial and/or criminal sanctions and inclusion on a list of persons presenting a risk of fraud. In this context, the data may be transmitted to insurers, reinsurers, intermediaries, legal authorities and other bodies involved in Fraud.

In order to meet our legal obligations, *We* implement a monitoring procedure the purpose of which is to combat money laundering and the financing of terrorism, and the application of financial penalties. In accordance with article L561-45 of the French Monetary and Financial Code, *You* can exercise your right of access by applying to the French Data Protection Agency, Commission Nationale Informatique et Libertés - 8, rue Vivienne - CS 30223 - 75083 Paris Cedex 02 - FRANCE. However, if the request is in connection with the procedure introduced for the purpose of identifying persons whose assets have been frozen or on whom a financial penalty has been imposed under the French Data Protection Act 78-17 of 6<sup>th</sup> January 1978, *You* can exercise your right of access by sending a letter, together with a copy of your ID, to APRIL International Expat - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE.

To cancel your policy, please use the tear-off slip below and send it to:  
APRIL International Expat - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE

**CANCELLATION**

Article L.112-9 of the French Insurance Code

Any person who is canvassed at their home or residence or place of work, or in case of distance selling by telephone or online, even if this visit was at their own request, and who signs an insurance proposal or contract for a purpose which is not related to their commercial or professional activity, may cancel this agreement by sending a letter by recorded delivery with proof of receipt during a period of 14 days from the day of signature of the agreement without requiring to specify the reason for the cancellation or being subject to penalties.

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

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

Policy name: **Crystal Studies Ref. Cs 2017**

Date of signature of Application form:   /   /

Member's surname:

Member's first name:

Member's address:

Postcode:  City:

Country:

Telephone:  /  /  /  /  /

Name of insurance consultant:

Address of insurance consultant:

Postcode:  City:

Country:

Telephone:  /  /  /  /  /

Date and member's signature:

/   /

Reserved for APRIL International Expat: client reference number

---

april international | expat

Headquarters:  
110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE  
Tel: +33 (0)1 73 02 93 93 - Fax: +33 (0)1 73 02 93 90  
E-mail: [info.expats@april-international.com](mailto:info.expats@april-international.com) - [www.april-international.com](http://www.april-international.com)

A simplified joint-stock company (S.A.S.) with capital of €200,000  
Registered with Companies House in Paris under number 309 707 727 - Insurance broker  
Registered with ORIAS (Organisation for the registration of insurance brokers) under number 07 008 000 ([www.orias.fr](http://www.orias.fr))  
Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority)  
61, rue Taitbout - 75436 Paris Cedex 09 - FRANCE



Changing the image of insurance.

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

UPDATED ON 10 MAY 2016

**Article 1 – Name**

A non-profit association is formed between adherents to the present articles of association. The association is governed by the Act of July 1, 1901 and the Decree of August 16, 1901 and exists under the name « Association des Assurés d'April International », or the abbreviation « A<sup>3</sup>I ».

**Article 2 – Headquarters**

The headquarters are located in Paris XI, 110 avenue de la République.

The headquarters may be transferred by simple decision of the Board, which has the power to amend the articles for that purpose.

Branch offices may be created abroad by a decision of the Board. The branch offices are governed by the present articles.

**Article 3 – Aims and objectives**

This association aims to study, effect and promote, to the benefit of its members all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to any insurance company.

**Article 4 – Duration**

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

**Article 5 – Composition**

The association consists of:

- « Individual » associate members
- « Corporate » associate members
- founding members who are guarantors of the ethics and values upheld by the association. The college of founding members may appoint other founding members. Associate members agree to pay an annual membership fee, the amount of which is set by the board. The following are also members of the association, but without voting rights, as decided by the board:
  - supporting members and individuals or entities having made a donation to the association.
  - Honorary members, individuals or entities appointed in return for services rendered or for having provided moral support to the association.

**Article 6 – Membership**

Membership to the association is subject to eligibility for insurance under one of the agreements concluded by the association and payment of the membership fee.

Membership is conferred on the date of receipt of the application and payment of the membership fee subject to the acceptance under the insurance agreement by the insurer. If membership is denied, the membership fee will be refunded not more than thirty days after notification of refusal by the insurer.

**Article 7 – Resignation, Exclusion and Death**

Membership ceases in the event of:

- death
- resignation submitted by registered letter with proof of receipt addressed to the Chairman joined with a copy of the letter of cancellation of the insurance contracts which were taken out as part of the membership. Such cancellation must meet the conditions stipulated in the contracts
- for legal entities, in the event of liquidation or dissolution
- expulsion by the board for breach of the present articles or if conduct is found to conflict with the financial and moral interests of the association. The membership fee in respect of the current year will be retained by the association.

**Article 8 – Liability of members**

No member of the association, in any capacity whatsoever, will be personally liable for commitments entered into by the association; only assets of the association are answerable.

**Article 9 – Enforceability against members**

Membership of the association forms part of the insurance agreements concluded between the association and the insurers. The content of these agreements, specifying in particular the conditions and consequences of termination of the agreements by the association or by the insurer, is issued to members when they join the association and become members of the plan by means of an information booklet and the general conditions.

**Article 10 – Board of the Association**

1- Composition

The Board consists of 4 member directors. The first directors are appointed at the inaugural general assembly. Thereafter, a third of the board is renewed every five years. New board members appointed by the Board and subject to ratification at the next general meeting. Retiring members may be reappointed. The order of

retirement is determined by the length of the appointment.

More than half of the board is composed of members who do not or did not during the two years preceding their appointment hold any interest or office in the insurance organisation having signed the insurance agreements concluded by the association and who do not or did not during the same period receive any remuneration from these organisations.

Current directors who hold office or receive remuneration from one of the insurance organisations having signed an insurance agreement with the association agree to immediately notify the Chairman by registered letter, with proof of receipt.

If this declaration were to reduce the number of directors who do not or did not during the two years preceding their appointment hold any interest or office in the insurance organization having signed an insurance agreement concluded by the association and who do not or did not during the same period receive any remuneration from these organisations, to less than 51%, the director in question will automatically forfeit his or her role as director and will be replaced in accordance with this article.

In the event of a vacancy arising by reason of death, resignation or other cause, the board will provisionally replace the members. They will be permanently replaced at the next general meeting. The term of office of any member elected in this way will expire on the due expiry date of the term of office of the member they replaced.

In the absence of ratification, the deliberations and actions of the Board during the period since the provisional appointments shall remain valid.

Any person having reached 18 years of age on the day of their election, who is a member of the association and has paid the membership fee is eligible for board membership.

Any new application should be brought to the attention of the Chairman of the board by registered letter which must be received at least thirty days before the date of the general assembly along with:

- A copy of proof of identity
- A sworn declaration that no criminal convictions are held or measures referred to in

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

paragraphs 1 to 5 of Article L322-2 of the Insurance Code

- A certificate indicating the existence or absence of any office or remuneration from one of the insurance organisations having signed an insurance agreement with the association.

No-one can be a member of the board of the association, either directly or indirectly or by proxy, administer or manage the association in any capacity, or have the authority to sign on behalf of the association if he or she holds one of the convictions or measures referred to in paragraphs 1 to 5 of Article L322-2 of the Insurance Code.

The board will elect annually from its members by a majority vote, an executive committee comprising: a Chairman, Secretary, Treasurer and, where required, their deputies. Outgoing members of the executive committee may be re-elected. The same person may hold two positions within the executive committee. The Board may be assisted by any person it deems fit, whether or not they are members of the association.

#### 2- Board meetings and deliberations

The board meets as often as the interest of the association require when convened by the Chairman. The board may be convened by any means at his or her convenience. Meetings may be held by telephone conference or by any other means of remote communication. The notice to attend includes a draft agenda. The final agenda is adopted at the opening of the meeting. Only items on the agenda may be put to a vote. The deliberations of the board are minuted and recorded in a register signed by the Chairman and at least one director.

The board will be valid only if more than half the directors are present. Decisions of the board are taken by a majority of the directors present. In the event of a tie, the Chairman has the casting vote.

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

#### 3- Powers

The board is vested generally with the widest powers to act on behalf of the association. It sets the amount of the membership fee payable by members of the association.

It can delegate authority to the Chairman or to a member of the executive committee.

#### 4- Functions and powers of the executive committee

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

- The Chairman directs the work of the board and is responsible for the running of the association. He or she is the board's legal representative in legal proceedings and in all civil acts. He or she has full authority in this respect. He or she may delegate his or her powers to another director. In his or her absence, the secretary will take his or her place.

- The secretary is responsible for correspondence, in particular for sending out the various notices to attend meetings. He or she drafts the minutes of proceedings and transcribes them in the records. He or she carries out all formalities required by law.

- The treasurer is responsible for managing the association's assets and accounts. He or she collects revenue and makes payments under the supervision of the chairman. He or she submits an annual administration report to the general assembly in order that it may rule on the accounts.

#### 5- Remuneration

Directorships are generally not remunerated. However, attendance fees equivalent to 350€ for participation at each meeting (whether physical or at a distance) will be paid to the directors and expenses and disbursements incurred in the performance of their duties are reimbursed on the basis of documentary evidence. The Chairman does not benefit from attendance fees. The financial report presented at the ordinary general assembly must state the amount of attendance fees paid and the amount of expenses and disbursements reimbursed to directors.

#### **Article 11 – General Assembly**

##### 1- Notice to attend

Members of the association who are members on the day of the decision to issue notices to attend meet at least once a year at the ordinary general assembly and as required at an extraordinary general assembly.

Meetings of the general assembly consist of all the association members who have paid the membership fee.

The invitation is personal and precedes by at least thirty days the date set for the meeting of the assembly. The invitation is

valid if extended by the board by letter, email or other means of remote communication.

The Meetings are convened by the chairman of the association. An extraordinary general assembly may be convened at the request of at least 10% of members. In this case, the notices to attend must be sent within eight days of filing the request and the meeting must be held within thirty days of these notices being sent out.

Notices to attend must specify the date, time, place and agenda planned and drawn up by the board. They are prepared at least thirty days prior to the meeting of the general assembly.

Draft resolutions signed by at least one hundred members may also be included on the agenda, if they are sent by registered letter to the Chairman of the Board at least sixty days before the date of the meeting.

Only resolutions passed by the general assembly on items on the agenda will be considered valid.

#### 2- Voting

Members of the association have voting rights and one vote at the General Assembly.

Each individual member can only be represented by another individual member. Corporate members are represented by their legal representative.

Each member has the right to mandate another member or his or her spouse. A single member cannot have more than two votes. The mandate applies to only one general assembly or two if at the first meeting a quorum is not reached, or if two meetings – one ordinary and one extraordinary – are held on the same day.

Blank proxy votes returned to the association are allocated to the Chairman and enable a vote to be held on the adoption of the draft resolutions presented or approved by the board.

#### 3- Holding Assemblies (or meetings of the executive committee)

The presidency of the general assembly is held by the chairman of the board who may delegate his or her authority to another director.

The general assembly cannot validly deliberate unless at least one thousand



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

members are present or represented. If, at the first meeting, the general assembly did not reach a quorum, a second general meeting is convened. The meeting can then deliberate validly regardless of the number of members present or represented.

Proceedings are recorded in the minutes, entered in a special register and signed by the chairman and the secretary. The minutes are available at the association headquarters.

An attendance sheet must be completed and signed by each member present and certified by the chairman and the secretary.

All members, including those who are absent, are bound by the decisions of the general assembly within the limits of the powers conferred by the articles.

#### 4- Ordinary General Assembly

At least once a year, members are invited to attend the ordinary general assembly in accordance with the procedure described above.

The general assembly hears:

- the management report prepared by the board covering the operation of the insurance agreements concluded by the association. This report is made available to members who request it;
- the auditor's reports;
- the chairman's report;
- the financial report.

The General Assembly, having deliberated and ruled on various reports, approves the accounts for the previous financial year (calendar year) and deliberates on all other points on the agenda.

It provides for the renewal of board members in accordance with Article 10 of these Articles.

Decisions of the Ordinary General Assembly are adopted by a majority vote. All decisions are taken by a show of hands. For the elections of members of the board, a secret ballot is compulsory.

#### 5- Extraordinary General Assembly

An Extraordinary General Assembly is convened under the conditions defined above. The Extraordinary General Assembly rules on matters within its exclusive jurisdiction: amendments to the Articles, mergers or dissolutions. Decisions must be taken by a two-thirds majority of the members present. Voting is by show of hands.

#### **Article 12 – Rules of Procedure**

A rule of procedure may be established by the board to supplement the statutory provisions.

#### **Article 13 – Resources and Expenditures**

The association's resources consist of:

- contributions from its associate members
- income from property
- sums received in return for services provided by the association
- subsidies or payments authorised by law
- any other resources not prohibited by law.

The expenses of the association consist of all funds necessary for its operation and representation. These are determined by the board or by any other person authorised by the board for this purpose.

#### **Article 14 – Social Fund**

A social fund has been created to be used under the responsibility of the board for the implementation of various measures designed to promote the cohesion and well-being of all members or to provide aid to those members who find themselves in extreme distress. The conditions of use and procedures for administering the social fund are specified in the association rules of procedure.

#### **Article 15 – Dissolution and Liquidation**

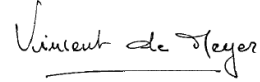
The dissolution of the association or its merger or union with another organisation can only be approved if proposed by the board at an extraordinary general assembly in accordance with the conditions described above. The extraordinary general assembly will appoint one or more liquidators who will be given the widest powers to sell off assets and settle any debts.

In accordance with Article L141-6 of the Insurance code, in the event of the liquidation or dissolution of the association, active membership on the date of the dissolution or liquidation will continue as of right between the insurers and the persons who were previously members of the plan.

#### **Article 16 – Reporting and Publication**

The board shall complete the reporting and publication formalities required by law. All powers are conferred for that purpose to the bearer of an original of these Articles.

**M. Vincent De Meyer**  
**Chairman**



**M. Jean-Claude Gaubert**  
**Treasurer**



## **ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**

Association governed by the Act of 1<sup>st</sup> July 1901 and by the decree of 16<sup>th</sup> August 1901.

Headquarters: 110, avenue de la République – 75011 PARIS

### **ASSOCIATION RULES OF PROCEDURE**

#### **APPROVED BY THE BOARD OF DIRECTORS ON 18-12-2012**

#### **ARTICLE 1- SOCIAL FUND**

The management of a fund is entrusted by the Board of Directors to a Social Commission the running of which is delegated to one of the Directors.

This delegate to the Commission:

- submits the calendar of award meetings to the Board of Directors each year,
- manages the social fund in the best collective interest,
- prepares an annual report which is presented to the Board of Directors,
- contributes to discussions by the Board of Directors on changes to be made to the use or management of the social fund.

##### **1-1- Composition**

The Social Commission is composed of Directors of the Association and two external members.

##### **1-2- Award Meetings**

The attendance of a director and a member of the Social Commission is required for award meetings which may be held by conference call or by any other means of remote communication.

The members in attendance appoint a member from their number to note the conditions of award on the decision forms which are then signed by this person.

Decisions taken by the Social Commission cannot be appealed and do not require any justification.

Minutes are taken of the award meetings which are signed by the member appointed to approve decisions.

#### **ARTICLE 2- SOCIAL FUND BUDGET**

The budget allocated to the social fund is decided annually by the Board of Directors of the association. Unused amounts will be automatically carried over from one year to the next.

#### **ARTICLE 3- CONDITIONS OF ACCESS TO THE SOCIAL FUND**

The following conditions of application to the Social Commission apply in addition to the conditions set out in Article 14 of the articles of association:

##### **3-1- Beneficiary of the request for assistance**

The following qualify as beneficiaries:

- for insurance agreements effected by the Association in respect of individual benefits: the Insured person or persons named in the policy who are not deceased,

## **ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**

Association governed by the Act of 1<sup>st</sup> July 1901 and by the decree of 16<sup>th</sup> August 1901.

Headquarters: 110, avenue de la République – 75011 PARIS

- for insurance agreements effected by the Association in respect of benefits purchased by a company for its employees: the Insured person or persons named in the policy who are not deceased.

### 3-2- Payment of insurance premiums

To benefit from the social fund, the Member's policy must be in force and their insurance premiums up to date.

Requests for assistance from Members will not be accepted if the premium has not been paid, formal notice has been issued, cover has been withdrawn or where a debt collection procedure has been implemented.

The social commission may choose to assist a Member whose premium payments are not up to date following a review of the case.

### 3-3 Cancellation of the insurance policy

Requests for assistance will not be accepted from Members who have requested the cancellation of their insurance policy.

### 3-4- Resignation from the Association

Requests for assistance will not be accepted from Members who have resigned from the Association or who have submitted a request to resign from the Association.

### 3-5- Suspension

If an insurance policy has been suspended for any reason whatsoever, access to the social fund will also be suspended unless a specific request is made by the social commission.

## **ARTICLE 4- PURPOSE OF THE REQUEST FOR ASSISTANCE**

The Social Commission considers requests for assistance whose purpose is related to the health of the beneficiary or in cases of serious distress.

For requests related to health, the costs for which assistance is being requested must be required in order to cope with an emergency situation or a safety issue and their cost must exceed the financial capabilities of the beneficiary. Their cost must also be within the range of average prices.

For requests relating to cases of serious distress, the social fund covers all or part of the costs involved in the provision of assistance.

For requests related to health or cases of distress, the social fund will intervene following implementation of the insurance cover to which the beneficiary is entitled. The fund will intervene from the first euro where costs cannot be paid from the insurance cover to which the beneficiary is entitled.

## **ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**

Association governed by the Act of 1<sup>st</sup> July 1901 and by the decree of 16<sup>th</sup> August 1901.

Headquarters: 110, avenue de la République – 75011 PARIS

If a member has doubts regarding a medical diagnosis or treatment where their life may be in danger, the social committee may decide to fund all or part of the cost of obtaining a second opinion.

The social fund may, on the advice of the social commission, substitute itself to provide cover for benefits signed by A3I which a member cannot claim or to supplement the benefits to which they are entitled.

The social commission may also decide to pay the A3I insurance premium for a member in great need.

Requests for assistance are reviewed in the order in which they are received by the Social Commission.

### **ARTICLE 5- CONDITIONS OF AWARD OF ASSISTANCE**

All requests for assistance are subject to means testing as determined by the Social Commission and where a case file has been compiled and submitted by the Association.

5-1- In order to be presented and reviewed by the Social Commission:

- o the application must include all requested supporting documents,
- o the beneficiary must first have applied to all statutory, supplementary or specialist organisations under whose remit they fall and have provided the Association with notices of acceptance or refusal from these organisations,
- o the beneficiary or their representative must have completed a "Letter for the attention of the Social Commission" to inform the members of the Social Commission and allow them to understand the distress being suffered by the beneficiary,
- o if the medical expenses specified in Article 4 have not yet been incurred, the beneficiary must provide two comparative estimates from two practitioners or two different providers charging prices and (or) providing services within the range of average prices.

5-2- In addition, in order to be presented to and reviewed by the Social Commission:

- o the amount awarded in each case cannot exceed a specific percentage of the social fund. This percentage is revised annually on the basis of available funds. The rate is set by amendment to these rules,
- o the funds awarded in the course of one year cannot exceed the amount of the provision set by amendment to these rules. The amount of the provision is reviewed annually.

Given the exceptional nature of the assistance, the Social Commission may only award assistance once per beneficiary throughout the entire duration of their membership of the Association and the insurance policy under which they are insured.

## **ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**

Association governed by the Act of 1<sup>st</sup> July 1901 and by the decree of 16<sup>th</sup> August 1901.

Headquarters: 110, avenue de la République – 75011 PARIS

If a request from the Social Commission remains unanswered by the applicant for more than four months, the case will be automatically closed.

The ruling by the Social Commission is communicated by letter to the beneficiary.

### **ARTICLE 6- CONDITIONS OF PAYMENT**

The payment of assistance is conditioned on the treatment being received within set timescales. Any extension of these timescales is subject to the agreement of the Association and may require a new ruling by the Social Commission.

The amount of assistance provided cannot exceed the amount of costs incurred by the beneficiary.

#### **6-1- Costs not incurred**

Any invoices which do not match the estimates submitted and retained by the Social Commission for the award of assistance will require a new ruling by the Social Commission.

Payment is made to the beneficiary or to a third party proxy.

#### **6-2- Costs already incurred**

Payment is made to the beneficiary or to their legal representatives.

#### **6-3- Checks**

The beneficiary of the assistance must provide, where appropriate, reimbursement statements from the statutory health insurance scheme, the CMU (universal healthcare scheme) or the CMUC (supplementary universal healthcare scheme), supplementary health insurance plans and additional voluntary health insurance plans as well as the amount of assistance received from other organisations.

If an amount is found to differ from that specified in the supporting documents provided with the application, the Social Commission will rule again.

#### **6-4- Cancellation of payments**

Payment will be cancelled if at the time of settlement:

- The insured member:

- o has cancelled their policy,
- o has submitted a cancellation request,
- o has not paid the premium, has been issued with formal notice, has had cover withdrawn or where a debt collection procedure has been implemented, unless the social commission rules otherwise;

- The member has resigned from the Association or has submitted a request to resign from the Association;

- It is found that the beneficiary has received one or more payments from other organisations which were not declared to the Social Commission when making the request

## **ASSOCIATION DES ASSURES D'APRIL INTERNATIONAL**

Association governed by the Act of 1<sup>st</sup> July 1901 and by the decree of 16<sup>th</sup> August 1901.

Headquarters: 110, avenue de la République – 75011 PARIS

for assistance. In this case, the application will be subject to a new ruling by the Social Commission.

### **ARTICLE 7- DATA PROTECTION AND FREEDOM OF INFORMATION**

Under the French Data Protection Act n° 78-17 of 6<sup>th</sup> January 1978 and the European Directive 95/46/CE of 24<sup>th</sup> October 1995 on the protection of personal data and privacy, any members having applied for assistance from the social commission may request access to their personal data held on file by the social commission and have this data modified, corrected or deleted by sending a letter together with a copy of proof of identity and specifying their postal address, to the following address: Association des assurés d'APRIL International – Commission sociale, 110 avenue de la République, 75011 Paris.

### **AMENDMENT N°1 – TECHNICAL SPECIFICATIONS OF THE SOCIAL FUND**

#### Article 1: Percentage of maximum award per beneficiary

Each beneficiary may not be awarded an amount greater than the amounts specified below: The maximum award in 2013 for each beneficiary cannot exceed **5%** of the social fund at 31<sup>st</sup> December of the year 2012.

#### Article 2: Provision

The social fund is guaranteed by the creation of a non-releasable provision of the amount specified below:

The 2013 provision is **65%** of the social fund at 31<sup>st</sup> December 2012.

The provision may however be partially released in exceptional circumstances, but may not exceed 50% of its total amount, and must be unanimously approved by the social commission.