

# GENERAL CONDITIONS

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# V.I. XCLUSIVE

LONG-TERM SOLUTION  
(COVER FOR MORE THAN 12 MONTHS)



Insurance made easy.



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**NB:** Please note that 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

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

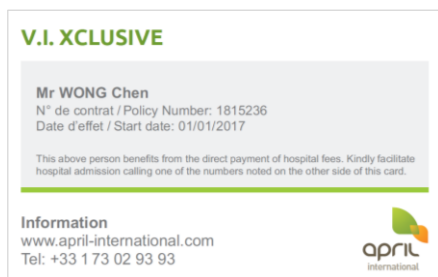
It is essential that you contact *Us* before being admitted to *Hospital*. If *You* do not follow this procedure, an *Excess* of 20% will be applied to your reimbursement.

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

#### To request *Direct payment of hospital charges*:

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

These numbers are also listed on your insurance card which is issued when you take out the insurance:



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

\*only if cover selected

### 1.2. REPATRIATION ASSISTANCE

#### To request repatriation assistance:

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

To request assistance, please contact APRIL Assistance:

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

### 1.3. THIRD PARTY PAYMENT IN MEXICO

If *You* are an expatriate in Mexico, *You* are entitled to direct payment of your medical expenses if the healthcare services are dispensed and billed in Mexico within our partner care network, ChoiceNet International (CNI).

#### To benefit from this service, *You* must contact *Us* before arranging any healthcare:

- **by phone** 24/7 on +(1) 800 212 9527 (toll free from Mexico) or on +52 (55) 41 70 85 90 (local number),
- **by mail** at CNlteam@choicenet.mx.

*We* will make an appointment for you with the healthcare professional best suited to your needs.

**After your enrolment, *You* will receive your *Third party* payment card by post. This card should be shown to the healthcare professionals belonging to the ChoiceNet International (CNI) network.**

#### How does it work?

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

#### Why?

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

This service is available for:

- Hospital charges,
- Consultations with general practitioners and specialists,
- Diagnostic tests,
- X-rays,
- Rehabilitation sessions.

Cover is limited to the level of benefits provided under this policy. If your treatment is not fully covered by your policy, *You* will have to pay the share of costs which are not covered directly to the healthcare professional.

The *Third party* payment service in Mexico is not available to *Insured* persons who have been accepted subject to special conditions (with a medical exclusion or exclusion of professional risks).

#### 1.4. DOCTOR'S HOME VISITS IN MEXICO

**To use the doctor's home visit service, please call +(1) 800 212 9527.**

In emergencies, during evenings or weekends, when your doctor is unavailable, *We* can provide a home consultation service. To avoid long waits in the emergency room, *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 go the emergency room.

The home consultation service is available in the following towns (on 01/10/2017):

Acapulco, Cabo San Lucas, Cancun, Mazatlán, Puebla, Mexico D.F. (in certain areas), Puerto Vallarta-Nuevo Vallarta and Tijuana.

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

#### 1.5. COUNSELLING SERVICE

A team of clinical psychologists is available 24/7 to help you release accumulated tension and regain your equilibrium.

**To use the counselling service, call +33 (0)1 41 61 23 25.**

#### 1.6. ONLINE SERVICES

*You* can access the secure Customer Zone at [www.april-international.com](http://www.april-international.com)

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

- Check your reimbursement statements and those of your *Family members*, details of your benefits and these General Conditions,
- View your personal details and bank information,
- Submit your claims for reimbursement online using the Easy Claim application.

***You* can download the forms *You* will need to claim your reimbursements** (see paragraph 8.1):

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

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

- View your person contact details,
- Check your *Premiums* and payment methods,
- Pay your instalments online using a bank card.

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

**To send a *Claim for reimbursement*:**

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

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

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.

> **By post:**

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

**APRIL International Expat**

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

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

Certain types of medical treatment or procedures are subject to the *Prior agreement* of our Medical Examiner (valid 6 months). Before starting any treatment, *You* will therefore have to send an itemised estimate of costs and a form called "*Request for prior agreement*" completed by the practitioner prescribing this treatment or procedure 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 called "*Confidential medical certificate*" (see paragraph 8.1.2).

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

## 2. DEFINITIONS

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

### 2.1. DEFINITIONS WHICH APPLY TO ALL COVER UNDER THIS POLICY

**ABROAD:** for the purposes of this policy, 'abroad' means any country covered by this policy excluding your *Country of nationality*.

**CLAIM:** event, illness or *Accident* giving rise to payment during the life of the policy.

**COUNTRY OF DESTINATION:** the country of residence where *You* are staying during your time *Abroad*. The Country of destination is different from your *Country of nationality* or your usual *Country of residence*.

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

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

**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*.

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

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

**INTERNATIONAL VOLUNTEER:** any person whose conditions are set by the Act of fourteenth March two thousand, who is a French national or a national of a Member State of the European Union or another State which is party to the agreement on the European Economic Area and who undertakes an International volunteer assignment anywhere in the world where France has diplomatic relations of varying duration (minimum six months and maximum twenty-four months), which has been arranged by the economic missions of the competent ministries, regardless of the organisation involved.

**MEMBERSHIP CERTIFICATE:** document serving as proof of insurance, which *We* issue to the *Member* confirming their cover under the V.I. Xclusive policy and specifying the Insured, the *Effective date* and the benefits and options selected. The Membership certificate serves as the policy schedule.

**PREMIUM:** sum paid by the *Member* in exchange for the cover granted by the *Insurer*.

**PRINCIPAL INSURED, « YOU »:** individual accepted by the insurer and to whom cover under the policy applies. Your *Family members* can also be covered under the conditions specified in paragraph 4

**WE/US:** APRIL International Expat.

### 2.2. DEFINITION WHICH APPLY SPECIFICALLY TO MEDICAL EXPENSES COVER

**ACCIDENT:** any physical injury not intended by the *Insured*, which is the result of an abrupt, sudden and unexpected action with an external cause, excluding acute or chronic illnesses.

**ACTUAL COSTS:** total medical expenses charged to *You*.

**CHILDBIRTH COSTS:** medical expenses (including a double room) incurred in connection with a vaginal delivery or caesarean section if it is medically required or usual in the country of birth. Any complications, as well as private rooms, will be covered under hospitalisation benefits.

**CONFIDENTIAL MEDICAL CERTIFICATE:** medical questionnaire which must be completed by your doctor and returned to *Us* before *You* are admitted to *Hospital* (or as soon as possible in an *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.

**DAY HOSPITALISATION:** hospitalisation of less than 24 hours where *You* are allocated a bed but do not stay overnight.

**DENTURE:** prosthetic treatments, including the fitting of crowns, inlays, onlays and implants and all required treatments, including the reimbursement of laboratory costs and materials.

**DIRECT PAYMENT OF HOSPITAL CHARGES:** *You* may be eligible for direct payment of hospital charges (*Hospitalisation* of more than 24 hours or *Day hospitalisation*) with no cash advance required, subject to the review of your *Confidential medical certificate*. *You* can activate this service by calling the emergency contact numbers listed in paragraph 1.1 or by showing your insurance card at the *Hospital*.

**EMERGENCY:** term used in the event of an *Accident*, natural disaster or onset or sudden worsening of a serious illness requiring immediate measures and the provision of medical treatment to the Insured or one of their dependants. Only medical treatment provided by a general practitioner or specialist and *Hospitalisation* occurring within twenty-four hours of the direct cause of the emergency will be deemed to fulfil the conditions of reimbursement.

**EMERGENCY DENTAL TREATMENT FOLLOWING AN ACCIDENT:** the treatment must be administered within fifteen days and involve replacing healthy, natural teeth which have been lost or damaged.

**EXCESS:** sum which is payable by *You* in the settlement of a *Claim*.

**HOSPITAL:** medical or surgical hospital legally and regularly authorised in the country where it is located and under the permanent supervision and control of a resident physician.

**HOSPITALISATION:** medical or surgical stay in a public or private *Hospital* for more than 24 hours as a result of an *Accident* or illness.

**INSURER:** Allianz Worldwide Care SA.

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

**MEDICAL AUXILIARIES:** nurses, nursing auxiliaries and other medical personnel holding a state-registered diploma.

**MEDICAL PROSTHESIS:** hearing aids, speech aids (electronic larynx), wheelchairs and personal mobility aids, artificial limbs, ostomy products, hernia supports, abdominal bandages, elastic compression stockings or orthopaedic insoles and any other medically-prescribed device.

**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 for over 20 years and our databases are updated every year.

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

### 2.3. DEFINITIONS WHICH APPLY SPECIFICALLY TO REPATRIATION ASSISTANCE COVER

**ACCIDENT:** any physical injury not intended by the Insured which is the result of a sudden action with an external cause. Food poisoning is considered as an accident.

**BODILY INJURY:** any physical injury sustained by an individual and the ensuing losses.

**EXCESS:** part of claim settlement payable by the Insured.

**FAMILY MEMBERS:** family member means the spouse or partner living under the same roof, a child, brother or sister, father, mother, parents-in-law, grandparents, grandchildren, brothers-in-law and sisters-in-law.

**ILLNESS:** alteration in the state of health, certified by a competent *Medical authority*, requiring medical care and the total cessation of any activity, professional or otherwise.

Chronic illness: illness which develops slowly and is prolonged.

Serious illness: a life-threatening illness.

**INSURER:** TOKIO MARINE KILN INSURANCE LIMITED.

## 2.4. DEFINITIONS WHICH APPLY SPECIFICALLY TO *PERSONAL LIABILITY (PRIVATE CAPACITY)* COVER

**ACCIDENTAL POLLUTION:** the emission, dispersal, release or deposit of any solid, liquid or gaseous substance, spread by means of the atmosphere, soil or water, resulting from a sudden, unforeseen event and which does not occur in a slow, gradual or progressive manner.

**ACT OF TERRORISM OR SABOTAGE:** any clandestine operation with ideological, political, economic, religious or social aims carried out individually or by a group in an attempt to injure people or damage or destroy property.

**BODILY INJURY:** any physical injury sustained by an individual and the ensuing losses.

**CLAIM:** any amicable or legal application for compensation made by an injured party or their eligible dependants to the *Insured* or the *Insurer*.

**CONSEQUENTIAL FINANCIAL LOSS:** any financial loss resulting from the total or partial loss of use of property or a right, loss of a benefit, loss of customers, disruption of a service or an activity and which is the direct result of *Bodily injury* or *Material damage* covered under the policy.

**EVENT CAUSING LIABILITY:** event which constitutes the cause of the loss or damage.

**EXCESS:** the amount (or percentage) which in all cases remains payable by *You* from the amount of compensation due from the *Insurer*.

The *Excess* applies per *Claim*, regardless of the number of victims. *Excesses* expressed as a percentage are applied to the amount of compensation due from the *Insurer*.

**INEXCUSABLE FAULT:** exceptionally serious error caused by a voluntary act or omission, the danger of which the person responsible should have been aware, committed without justification and which is not deliberate. An intentional fault is caused by the deliberate wish to hurt others.

**INSURER:** TOKIO MARINE KILN INSURANCE LIMITED.

**LOSS:** any damage or set of damage caused to a *Third party* incurring the liability of the *Insured* resulting from an *Event causing liability* and giving rise to one or more *Claims*. The *Event causing liability* is the one which constitutes the cause of the damage. A set of events causing liability with the same technical cause is treated as a single event.

**MATERIAL DAMAGE:** damage to or destruction of a thing or substance and any physical harm to an animal.

**MOTORISED LAND VEHICLE:** vehicle that travels on land (i.e. other than by air or sea) without being connected to a railway, automotive (propelled by its own power) and used for the transport of persons (even if it is only the driver) or things.

**PERSONAL LIABILITY:** the legal obligation of all persons to repair damage caused to others.

**PRIVATE CAPACITY:** the exercise of any activity other than those related to the performance of a contract of employment or services and which falls into the 'private sphere' including domestic, personal and leisure activities.

**THIRD PARTY:** any person other than the *Insured*, their *Family members* and the ascendants and descendants of *Family members*.

Persons who occasionally care for the *Insured's* children or animals free of charge and employees of the *Insured* also fall under this definition.

## 2.5. DEFINITIONS WHICH APPLY SPECIFICALLY TO PERSONAL ACCIDENT COVER

**ACCIDENT:** any physical injury not intended by the victim which is the result of a sudden action with an external cause. This definition extends to the pathological manifestations resulting directly from this *Bodily injury*, which are also covered.

The following are classed as *Accidents*:

- injuries caused by fire, steam, acids and corrosives, lightning and electricity;
- asphyxiation by immersion and asphyxiation due to the unforeseen ingestion of gases or vapours;
- the consequences of poisoning and bodily injuries due to the unintentional ingestion of toxic or corrosive substances;
- cases of sunstroke, congestion and frost-bite following shipwrecks, forced landings, rock falls, avalanches, floods or any other accidental event;
- the direct consequences of animal or insect bites, excluding illnesses (such as malaria and sleeping sickness), whose primary origin can be traced to such bites or stings;
- injuries which may occur during the practice of scuba diving, including those due to hypothermia or decompression;
- bodily injuries resulting from assaults or attacks, riots, popular uprising or armed robberies to which the *Insured* falls victim unless they are proven to have taken an active part as the perpetrator or instigator of these events;
- the physiological consequences of surgical operations provided they were required following an *Accident* covered by the insurance.



The following are not classed as *Accidents*:

- ruptured aneurysm, myocardial infarction, cerebral embolism, epileptic seizures and subarachnoid haemorrhage.

**ARMED ROBBERY:** any armed assault which is organised in order to rob a bank, post office, jewellery store, business etc.

**ASSAULT:** any unintentional *Bodily injury* to the Insured resulting from a deliberate, sudden and violent action by another person or group of persons.

**ATTACK:** any criminal or illegal attempt against persons, rights, goods and even collective sentiments, if they are recognised and protected by law.

**BENEFICIARY(IES):** person or persons who receive compensation from the *Insurer* further to a Loss.

In the event of the Insured's death, unless another person has been designated by the Insured, the amount due is paid:

- if the Insured is married: to their spouse from whom they were not separated or divorced, failing which to their children born or unborn, living or represented and, failing which, to their heirs,
- if the Insured is in a civil partnership, to their partner and, failing which, to their heirs,
- if the Insured is widowed or divorced: to their children and, failing which, to their heirs,
- if the Insured is single: to their heirs.

In all other cases the other amounts are paid to the Insured who suffered the *Accident*.

**COMPENSATION:** payment of a sum of money by the *Insurer* to the Insured as a result of the occurrence of the risk insured under the policy.

**EVENT CAUSING LIABILITY:** event which constitutes the cause of the loss or damage. A set of events causing liability with the same technical cause is treated as a single event.

**EXCESS:** the share of a claim settlement which is always payable by the *Insured* beyond which the cover applies. It is agreed that, if a *Claim* involves several types of cover, the highest *Excess* will be applied.

**FORFEITURE:** loss by the *Insured* of their right to compensation.

**ILLNESS:** any deterioration in health diagnosed by a competent *Medical authority*.

**INSURER:** TOKIO MARINE KILN INSURANCE LIMITED.

**LOSS:** all damage likely to be covered by the *Insurer* and arising from the same insured event.

**PERMANENT DISABILITY:** deterioration, presumed to be permanent, of the *Insured's* physical capabilities.

**POPULAR UPRISING:** popular uprising means any disturbances within a country which are characterised by disorder and illegal acts without necessarily involving a revolt against the established order.

**RANDOM EVENT:** an uncertain, future event beyond the control of the *Insured*.

**RIOT:** a riot is any tumultuous movement in which part of the population fights against the agencies responsible for maintaining public order.

**WAR RISKS OR EXCEPTIONAL RISKS:** foreign war is a state of hostilities between different sovereign states or peoples. Civil war is a state of general hostility between citizens of the same country. The risks are: hostilities, reprisals, torpedoes, mines and all other devices of warfare and generally all *Accidents* and fortunes of war and acts of sabotage or terrorism of a political nature or related to the war as well as capture, abduction, arrests, seizure, coercion or detention by any government and any authority.

### 3. POLICY BENEFITS AND GEOGRAPHICAL LIMITS

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

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

- Medical expenses,
- Repatriation assistance,
- *Personal liability (Private capacity)*,
- Personal accident.

The medical expenses benefits are mandatory. The repatriation assistance, *Personal liability* and personal accident benefits can be selected independently, in addition to the medical expenses benefits.

The *Member* can choose between two levels of cover:

- Medical expenses  
OR
- Medical expenses + repatriation assistance + *Personal liability (Private capacity)* + personal accident

#### 3.2. WHERE ARE YOU COVERED?

**For medical expenses:**



Cover is valid for 24 hours a day in both a private and business capacity in the event of *Illness* or *Accident*.

*You* can choose from 2 zones of cover, depending on your host country:

Zone 1: Canada, Japan, China, Hong Kong, Singapore, Russie, Israel

Zone 2: any country not listed in zone 1, except excluded countries.

*You* are also covered:

- In your *Country of nationality* (or country of origin) for up to 60 consecutive days per *Insurance year*,
- In a third country:
  - During trips of less than seven weeks outside your *Country of nationality* (or origin) covering only expenses resulting from an *Accident* or an Emergency Illness as defined in paragraph 2, provided the treatment was provided by a general practitioner or specialist or if the *Hospitalisation* was required as a direct result of the Emergency and took place within twenty-four hours of the Emergency
  - In other cases, following the express agreement of the *Insurer*.

#### **For repatriation assistance, *Personal liability (Private capacity)* and personal accident:**

Cover is valid worldwide with the exception of your *Country of nationality* (or country of origin) for 24 hours a day in both a private and business capacity.

*Personal liability (Private capacity)* cover is however only applicable to the Insured's non-professional life. Any loss or damage arising from the Insured's business activities is excluded.

If there is a change of Country of expatriation, the *Member* must notify *Us* of the change of geographical zone so that their *Premium* can be adjusted.

#### **Specific case of excluded countries:**

Certain countries are excluded from cover. The full list of excluded countries is available 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.expatriation@april-international.com](mailto:info.expatriation@april-international.com). The list of excluded countries is liable to change.

## 4. WHO IS COVERED BY THE POLICY?

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

- Be a former *International Volunteer* or an *International Volunteer* about to start an assignment,
- Be under the age of 36 when the contract takes effect,
- Reside outside your *Country of nationality* for the duration of the policy,
- Have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of 6 months before the *Effective date* of cover.

Members of your family can also be covered by this policy (if they are listed on your *Membership certificate*) provided the following conditions are met:

- your spouse (or common-law partner):

A common-law partner is the person who lives with *You* and who meets both of the following conditions:

- you must both be free of any matrimonial ties,
- *You* must declare the relationship when *You* take out the insurance or within six months of starting to live together if this occurs after taking out the policy. This must be done by providing a certificate attesting to this arrangement governed by the legal or regulatory provisions in force.

In all cases the Insured's civil partner is considered a Spouse.

Only one person will be covered in this respect.

- your unmarried children and those of your spouse living under your roof,
  - if they are minors or hold a disability card under article L 241-3 of the French Family and Social Action Code,
  - or if they meet all of the following conditions:
    - to be under the age of 26,
    - to not be employed or not have any income of their own from employment (other than casual students jobs lasting less than three months or if their monthly earnings are less than 55% of the French minimum wage),
    - to be dependent for tax purposes:
      - either, count for at least a half share in the calculation of your income tax payable in the year of the event giving rise to the *Claim*,
      - or, if they are students who have not chosen to be part of the tax household, they must be receiving child support from *You*, which is deductible from the tax payable in the year of the event giving rise to the *Claim*.

If *You* do not fall under the French tax system, the status of the dependent children as defined above is assessed using the criteria of French law.

Children who meet all of the above conditions also qualify if:

- they have student status and can no longer live under your roof because of their studies,
- Or, if they are minors and are living under your spouse's roof or under the roof of an ascendant or a relative up to the 3<sup>rd</sup> degree.

Cover comes to an end for eligible dependents when they no longer meet the above conditions.

The spouse and dependent children are entitled to benefits only insofar as *You* yourself are covered by this policy.

Benefits are payable in respect of treatments, procedures, care and stays in *Hospital* occurring during the period in which the spouse and the children belong to the category defined above.

However, if *You* die, the healthcare benefits continue to be provided free of charge to your spouse and children for a period of three months.

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

If *You* (or a member of your family) present an aggravated (professional) risk, *We* can either accept your application for insurance under special conditions or reject it.

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

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

On the date specified on the *Membership certificate* and, at the earliest, on the day following receipt of the completed and signed application, subject to payment of the first *Premium* and our acceptance of the application evidenced by the issuing of a *Membership certificate* specifying the cover selected.

### 5.2 WAITING PERIODS APPLICABLE TO YOUR POLICY

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

- 3 months for dental treatment
- 6 months for expenses related to *Dentures*, implants and optical
- 12 months for maternity costs.

**All expenses incurred in respect of treatment or procedures prescribed before the policy *Effective date*, are excluded from cover and will not qualify for benefits.**

The waiting periods may be waived (except for maternity cover) if *You* can prove that *You* had medical expenses cover equivalent to or greater than the V.I. Exclusive benefits in the month preceding the effective date of this policy.

This waiver of the waiting periods is subject to our agreement following a review of the Certificate of cancellation of your previous insurance policy which *You* must send *Us* along with details of the cover *You* had previously.

### 5.3. DURATION OF COVER AND RENEWING OF YOUR POLICY

Membership of this policy is effective for the period shown on your *Membership certificate*, for a period of one year.

It is then renewed automatically on the anniversary date of your policy, for a period of one year, for as long as the terms and conditions remain in force, unless it is cancelled by the *Member* by registered letter with proof of delivery sent no later than two months before the renewal date of your policy.

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

a) in the event of cancellation by the *Member* on the anniversary date of their policy, by registered letter with two months' notice. The *Member* has the option of cancelling the individual benefits which make up their policy (the Repatriation Assistance, *Personal Liability* and Personal Accident benefits can only be selected as an add-on to the Medical Expenses cover);

b) if the *Premiums* are not paid (see paragraph 6.3),

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

d) when *You* no longer meet the conditions of insurance (see paragraph 4);

e) When *You* no longer have expatriate status, on presentation of an official document in support of this (for example, the certificate of enrolment in the Social Security system of your *Country of nationality* or a copy of your new employment contract);

f) when *You* reach the age of 66.

Benefits provided to *Family members* come to an end (or are suspended) at the same time as yours.

The termination (or suspension) of benefits ends, both for *You* and for your *Family members*, any entitlement to benefits in respect of all treatments, procedures and care occurring from the date of cessation, even if they were started or prescribed before that date.

#### 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 cancellation 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.

### 5.5. HOW TO CANCEL YOUR POLICY?

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

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

The following provisions under article 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”.

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

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

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

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

The *Member* should send a letter by recorded delivery with proof of receipt to:

APRIL International Expat – Customer Service Department - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE.

The *Member* may word this letter as follows:

« I, the undersigned Mr/Ms..... (first name, last name, address) wish to cancel my V.I.  
Exclusive policy number.....  
Signed in .....date.....  
Signature ..... ».

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

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

## 6. PREMIUMS

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

### 6.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium* is adjusted on 1st January of each year depending on the *Insured's* age. The age used for the calculation of the *Premium* in the first year is the *Insured's* age on the Effective date of the policy.

For each subsequent year, the age used for the calculation of the *Premium* is the *Insured's* age on the anniversary date of the policy.

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

### 6.2. PAYMENT METHODS

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

- Bank card,

- Check in euros,
- Bank transfer (transfer charges are payable by the *Member*),
- SEPA Direct Debit (from a country in the sepa zone)

Payment in monthly instalments is only available if *You* are paying by SEPA Direct Debit.

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

In accordance with Article L.113-3 of the French Insurance Code, if the *Premium* is not paid within 10 days of its due date, *We* will serve the *Member* with formal notice of suspension of cover. The policy will then be suspended 30 days later. Following a further period of 10 days, *We* will terminate the policy. Legal action may be taken to secure payment of any unpaid *Premiums*. Once formal notice has been served, the *Premium* due for the entire year is immediately payable under the French Insurance Code.

Please note that failure to pay the *Premium* and the subsequent termination of the policy 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 additional administration charges incurred as a result of any action taken by *Us* or by our service providers.

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

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

## 7. AMENDMENTS TO YOUR POLICY

### 7.1. HOW TO AMEND YOUR POLICY?

The *Member* may change the level of the cover initially selected at any time (this change will take effect at the earliest on the 1st day of the month following receipt of the requested change). The *Member* can contact our Customer Service Department by telephone on: +33 (0) 1 73 02 93 93 or by email at: [info.expat@april-international.com](mailto:info.expat@april-international.com).

Newborns: the birth registration document must be sent to *Us* within one month of the birth. Failing that, a Health Questionnaire will be requested and the newborn's enrolment in the insurance will only take effect on the first day of the month following medical approval.

### 7.2. THE INFORMATION *YOU* NEED TO BRING TO OUR KNOWLEDGE

The Insured and the *Member* must inform *Us* in writing of any change in status, situation, place of residence or *Country of destination* (**otherwise all correspondence sent to the last-known place of residence held on file will be fully effective**) as well as changes in occupation or termination of employment.

## 8. WHAT IS COVERED BY YOUR POLICY AND HOW TO MAKE A *CLAIM*?

### Double insurance:

Reimbursements received from the *Insurer* and from any other public or private body 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 enrolment. Within these limits *You* can claim reimbursement from the provider of your choice.

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

The limits of reimbursement of *Actual costs* incurred are determined by the *Insurer* for each service or treatment covered.

If *You* (or one of your *Family members*) are covered by a French Social Security scheme or equivalent, your (or their) benefits from this organisation will be deducted from your benefits under the policy.

### 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

Reimbursement of medical expenses is provided for all medically-required treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority*.

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

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

Please note that, in the event of *Hospitalisation*, the following expenses are covered:

- medical *Hospitalisation* in a public or private facility,

- *Hospitalisation* and surgery. Procedures performed under general anaesthetic or surgery for trauma and surgical procedures performed under local anaesthetic are deemed to be surgical procedures,
- ancillary medical and paramedical expenses incurred during *Hospitalisation*,
- patient transportation.

Transportation is covered within the same country, in the event of *Hospitalisation*, between the patient's residence or the location of the *Accident* and the nearest *Hospital* in the same country.

It is also covered if the patient's condition requires subsequent transfer from the receiving facility to another nearby facility.

#### Upper limits:

The cumulative amount of reimbursements made by the *Insurer* is limited per *Insured* and per period of cover to the amount shown in the schedule of benefits.

#### Schedule of benefits:

UPPER LIMIT PER <i>INSURANCE YEAR</i> AND PER <i>INSURED</i>	€500 000
<b>MEDICAL AND SURGICAL <i>HOSPITALISATION</i>*</b>	
Medical and surgical fees	100% of <i>Actual Costs</i>
Private room	100% of <i>Actual Costs</i> , up to €200 / night
Double room	100% of <i>Actual Costs</i>
Fixed hospital charge	100% of <i>Actual Costs</i>
<i>Day hospitalisation</i> *	100% of <i>Actual Costs</i>
<b>OUTPATIENT CARE</b>	
Consultations/home visits (general practitioners and specialists)	100% of <i>Actual Costs</i> Zone 1: up to €150 / consultation for GPs and €250 / consultation for specialists Zone 2: up to €125 / consultation for GPs and €225 / consultation for specialists
Psychiatric consultations	90% of <i>Actual Costs</i>
Courses of treatment from <i>medical auxiliaries</i> (including physiotherapy)*	100% of <i>Actual Costs</i> Max €5,000 / year
Diagnostic tests	100% of <i>Actual Costs</i>
Technical medical procedures	100% of <i>Actual Costs</i>
X-rays (including ultrasound and Doppler scans)	100% of <i>Actual Costs</i>
<b>PHARMACY</b>	
Prescribed items	100% of <i>Actual Costs</i>
Compulsory vaccinations***	100% of <i>Actual Costs</i>
Antimalarial treatments	100% of <i>Actual Costs</i>
<b>MATERNITY* : WAITING PERIOD OF 12 MONTHS</b>	
Pre and post-natal appointments	100% of <i>Actual Costs</i>
Childbirth	100% of <i>Actual Costs</i> , up to €3,000
<b>DENTAL CARE** : WAITING PERIOD OF 6 MONTHS</b>	
Dental treatment	90% of <i>Actual Costs</i> , up to €1,500 / year
<i>Dentures</i>	100% of <i>Actual Costs</i> up to €430 / tooth Up to 4 teeth, except in case of Accident
<b>MEDICAL PROSTHESES*</b>	
Medical prostheses	100% of <i>Actual costs</i>
<b>OPTICAL CARE** : WAITING PERIOD OF 6 MONTHS</b>	
Frames, lenses and contact lenses	100% of <i>Actual Costs</i> , up to €400 / year

\*All admissions to *Hospital* for more than 24 hours are subject to prior approval

\*\*Treatments and procedures subject to prior approval if more than 10 sessions are prescribed per *Insurance year*.

\*\*\*As defined by the Pasteur Institute: <https://www.pasteur.fr/en/medical-center/prepare-your-travel>

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

#### **Scheduled Hospitalisation**

All admissions to *Hospital* are subject to **Prior agreement**.

To obtain this *Prior agreement*, You will need to ask your doctor to complete a form called the “*Confidential medical certificate*” at least 15 days before your admission to *Hospital*.

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

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

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

If this *Prior agreement* procedure is not followed and if medical treatment is subsequently found to be necessary, *We* will only pay 80% of the expenses which should have been reimbursed.

Please note that, for *Hospitalisation*, failure to follow the *Prior approval* procedure will result in a penalty of 20% although this is limited to €5,000 per *Hospitalisation*.

#### **Emergency Hospitalisation:**

*Prior agreement* is not necessary in an *Emergency* as defined in paragraph 2. However, *We* should be informed within 48 hours or as soon as possible in cases of force majeure. The provisions relating to *Reasonable and customary costs* in the country where the care is provided apply in all cases.

Reimbursements are payable up to the maximum amounts shown below and are limited to *Actual costs*.

To obtain *Direct payment of your hospital charges*:

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

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

In all cases, *We* will ask You to send *Us* the bills and hospital reports relating to your stay in *Hospital*.

If You did not use the *Direct payment of hospital charges* service, please refer to paragraph 8.1.4. to find out how to claim reimbursement of the bill You paid.

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

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

The *Request for prior agreement* form is available from your 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.ypat@april-international.com](mailto:info.ypat@april-international.com).

The following require *Prior agreement*:

- medical *Hospitalisation* in a public or private facility,
- *Hospitalisation* and surgery. Procedures performed under general anaesthetic or surgery for trauma and surgical procedures performed under local anaesthetic are deemed to be surgical procedures (excluding emergencies but including outpatient care and *Day hospitalisation*).
- Maternity,
- Dental prostheses,
- Medical prostheses.

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

APRIL International - Claims Department

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

E-mail: [claims.ypat@april-international.com](mailto:claims.ypat@april-international.com)



## 8.1.4. HOW TO MAKE A CLAIM FOR REIMBURSEMENT?



### To obtain a reimbursement:

#### > Electronically, for invoices up to €400 each:

Send *Us* your completed application using our Easy Claim mobile app which can be downloaded from the App Store or Google Play.

You must keep your original medical bills (and other supporting documents) for 2 years from the date on which *You* submitted your claim. They may be required when your claim is being processed.

#### > By post:

Fill in the claims 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 send it to *Us* within 6 months of the date of treatment.

Your claims for reimbursement should be sent to the following address:

#### **APRIL International**

Claims department

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

*We* reserve the right to request any other supporting documentation *We* deem necessary to ensure 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, the medical prescriptions showing the date, your first name, surname and date of birth, the pathology or condition in cause, the 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 6 months of the date on the reimbursement statement.

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

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

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

- for a transfer to a bank account in France: no bank fees will be deducted;



- for a transfer to a bank account in Europe (excluding France): the bank fees will be shared (50%-50% between *You* and *Us*), regardless of the amount of the transfer;
- for a transfer to a bank account located anywhere else in the world (outside of Europe):
  - for a transfer inferior to €75, the bank fees will be shared (50%-50% between *You* and *Us*),
  - for a transfer superior to €75, all costs will be at your expense.

**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:

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

- by calling France on +33 (0)1 41 61 23 25,
- or fax on +33 (0)1 44 51 16 93.

### 8.2.1 CONDITIONS AND LIMITS OF INTERVENTION

Under no circumstances can APRIL Assistance replace local emergency rescue services.

In all cases, the decision to provide assistance is taken solely by the APRIL Assistance doctor, after contacting the local treating doctor and, where applicable, the family of the *Insured*.

APRIL Assistance cannot be held responsible for any failures in the provision of services as a result of force majeure or the following events: civil or foreign war, widely-recognised political instability, popular uprisings, riots, acts of terrorism, reprisals, restrictions on the free movement of goods and people, industrial action, explosions, natural disasters, decay of the atomic nucleus or delays in the provision of services as a result of the same causes.

If the *Insured*, or any persons accompanying them, organises any of the assistance services listed above, this will only give rise to reimbursement if APRIL Assistance have been notified and have given their agreement. Costs will be reimbursed on presentation of supporting documentation, up to the amount that APRIL Assistance would have incurred had they organised the service themselves.

If APRIL Assistance organises the early return of the *Insured* to mainland France (or to their *Country of nationality* or *Country of origin*), they may be asked to use their own travel ticket.

If APRIL Assistance has paid for the *Insured*'s return trip, the *Insured* will be asked to apply for a refund of the unused tickets and pass on the amount obtained to APRIL Assistance within no more than three months following their return.

Only costs in addition to those which the *Insured* would normally have incurred for their return home are covered by APRIL Assistance.

If APRIL Assistance has accepted a change to the destination specified in the policy, their financial contribution may not exceed the amount that would have been incurred if the original destination had been retained.

If hotel accommodation is covered, APRIL Assistance will only pay room costs actually incurred, within the limits shown below in the schedule of benefits, to the exclusion of all other costs.

### 8.2.2 SCHEDULE OF BENEFITS

Medical repatriation or transfer	<i>Actual Costs</i>
Companion during medical repatriation or transfer	Travel ticket
Companion to be with the <i>Insured</i> in the event of their <i>Hospitalisation</i> or death	Travel ticket + hotel expenses: €250 / night Maximum €5,000
Repatriation or transfer of the body in the event of death	Travel ticket – Cost of coffin: €3,000
Search and rescue costs	€10,000
Early return home	Travel ticket
Advance of bail	€50,000
Legal fees	€20,000
Loss or theft of means of payment	Advance of funds up to €5,000
Loss or theft of identity documents	Assistance with administrative formalities

Delivering medication	Delivery charges
Sending messages	Delivery charges
Sending business documents	€100 per event and per year
Extension of stay following an <i>Accident or Illness</i>	Hotel expenses up to €200 / night / person Maximum of €2,000
Repatriation due to political unrest Enforced stay <i>Abroad</i> – Accommodation expenses	€10,000 / family €400 / day / person, Maximum of 14 days
Repatriation due to a natural disaster Enforced stay <i>Abroad</i>	€10,000 / person and/or family €400 / day / person, Maximum of 14 days
Repatriation on medical grounds or during a pandemic Enforced stay <i>Abroad</i>	€10,000 / family €400 / day / person, Maximum of 14 days

### 8.2.3 IN THE EVENT OF *ILLNESS OR ACCIDENT*

#### 8.2.3.1. Medical repatriation or transfer

If the *Insured's* condition requires specific medical care or examinations which cannot be provided or carried out locally, APRIL Assistance will organise and cover the cost of:

- either, transfer to a regional *Hospital* facility or to a country likely to be able to provide the care,
- or repatriation to the *Insured's* home if there is no closer suitable medical centre.

Depending on the severity of the case, the repatriation or transfer is carried out under medical supervision, if necessary, by the most appropriate of the following means: air ambulance, scheduled flight, train, sleeper, boat or ambulance.

If, on arrival at the *Hospital*, admission is not necessary, transportation is provided to the *Insured's* home.

If admission to *Hospital* was not possible at a facility close to home, and if the *Insured's* condition allows, APRIL International will organise and cover the cost of transportation from this *Hospital* to the home.

#### 8.2.3.2. Companion during medical repatriation or transfer

If the *Insured* is transported under the conditions described in the paragraph "Medical repatriation or transfer" and if they are not accompanied by a doctor or nurse, APRIL Assistance will organise and cover the cost of a person present on site to travel with the *Insured*.

#### 8.2.3.3. Companion to be with the *Insured* in *Hospital*

APRIL Assistance will organise and cover the cost, up to €250 per day and an overall maximum of €5,000, of hotel accommodation for up to 3 people to visit the *Insured* in *Hospital*, if their condition does not require or prevents immediate repatriation.

APRIL Assistance will also cover the cost of these persons returning to mainland France (or their country of residence) if they cannot travel by the means initially planned. If *Hospitalisation* is to exceed ten days, and if no-one remains with the *Insured*, APRIL Assistance will cover the cost of travel from the *Insured's* usual country of residence (1st class train or economy class flight) for a person chosen by the *Insured*. APRIL Assistance will also organise hotel accommodation for that person at up to €250 per day and an overall maximum of €5,000.

### 8.2.4 DEATH BENEFITS

#### 8.2.4.1. Transfer of the body

APRIL Assistance will organise and cover the cost of transporting the *Insured's* body from the place of casketing to the place of burial in mainland France or to the *Insured's* home.

APRIL Assistance will pay the additional costs needed to transport the body, including the cost of a coffin up to a maximum of €3,000.

Costs related to accessories, ceremonies, burial or cremation are the responsibility of the families.

If there is a temporary burial, APRIL Assistance will organise and cover the cost of transporting the *Insured's* body to the final place of burial in mainland France or the *Insured's* home, on expiry of the legal timescales for exhumation.

#### 8.2.4.2. Other benefits

APRIL Assistance will organise and cover the cost of returning the other *Insured* who are present on site to mainland France (or the *Insured's* home country) to the place of burial if they cannot travel by the means initially planned.

In cases where a temporary or permanent local burial is required for administrative reasons, APRIL Assistance will organise and cover the cost of the return trip (1st class train or economy class flight) for a Family member to travel from their home in mainland France (or another country where the *Insured* lived) to the place of burial, as well as their hotel accommodation.

APRIL Assistance will also organise hotel accommodation for a Family member who needs to travel and will cover *Actual costs* up to €250 per night and an overall maximum of €3,000.

## 8.2.5 OTHER TYPES OF ASSISTANCE

### 8.2.5.1. Early return home

If the *Insured* needs to break off their trip:

- to attend the funeral of a family member (spouse or common-law partner, direct ascendant or descendant or brother or sister), APRIL Assistance will organise and cover the cost of travel (1st class train or economy class flight) for the Insured from the place of residence *Abroad* to the place of burial in mainland France or in another country if the Insured has their home there;
- in the event of a serious and unforeseeable *Accident* or illness affecting a family member (spouse or common-law partner or direct ascendant or descendant), APRIL Assistance will organise and cover the cost, with the agreement of the APRIL Assistance doctor, of travel (1st class train or economy class flight) to enable the Insured to visit the relative in mainland France or the country where the Insured has their home;
- in the event of serious *Material damage* to the Insured's home, or business premises for the head of a company, where more than 50% is destroyed and requiring their presence at the scene, APRIL Assistance will organise and cover the cost of travel (1st class train or economy class flight) to enable the Insured to return to their home or business premises;
- in the event of the premature birth of a child of the Insured.

Following the early return home of the Insured, APRIL Assistance will organise and cover the cost of the return trip (1st class train or economy class flight) for the Insured to travel to the place of residence *Abroad* for the return of their vehicle or other Insured persons by the means initially planned.

### 8.2.5.2. Advance of bail and payment of legal fees

This benefit applies only outside the Insured's home country.

If the *Insured* unintentionally breaks the law in the country where they are staying and have to pay bail, APRIL Assistance will make an advance of up to €20,000.

APRIL Assistance will pay the fees of the lawyers representing the Insured up to a maximum of €10,000.

The *Insured* agrees to pay back the amount advanced in respect of bail within thirty days of its restitution by the authorities.

This benefit does not cover legal action taken in the Insured's country of origin as a result of events which occurred *Abroad*.

Intentional law-breaking is not covered by the benefits in respect of "Advance of bail" and "Payment of legal fees".

### 8.2.5.3. Assistance in the event of the theft, loss or destruction of identity papers or means of payment

During a stay *Abroad*, in the event of the loss or theft of identity papers, APRIL Assistance will advise on the formalities to be carried out (reporting the loss or theft, replacing the papers etc.).

In the event of the theft or loss of means of payment (credit card or chequebook), APRIL Assistance will make an advance of up to €5,000 for the purchase of essential items. This advance is subject to payment of the corresponding amount by a *Third party* and with the prior approval of the financial institution which issued the card or chequebook.

### 8.2.5.3. Supply and delivery of medication

APRIL Assistance will make every effort to source and deliver medication which is essential to the continuation of ongoing treatment, if, as a result of unforeseen circumstances, the *Insured* is unable to obtain this medication or an equivalent drug. The cost of this medication is payable by the *Insured*.

### 8.2.5.4. Sending messages

APRIL Assistance will send personal messages to the *Insured* if they cannot be reached directly, in the event of *Hospitalisation* for example, or pass on messages left by them for a family member.

### 8.2.5.5. Sending business documents

APRIL Assistance will cover the cost of the postal delivery of any business documents or equipment which has been forgotten, stolen or destroyed up to a maximum of €300 per event and per year.

### 8.2.5.6. Everyday advice

Monday to Friday from 9am to 9pm (excluding public holidays - Paris time) APRIL Assistance operates a telephone helpline to provide the Insured with information they may need in the following areas:

Airports	International press
Airlines	Currency
Worldwide rail travel	Currency exchange
Economic data from the countries being visited	Restaurants
Administrative information	Car hire
Embassies	International driving licence
Visas	Climate and weather
Police/custom formalities	Health and hygiene
Time difference	Vaccinations
Telephone	

#### 8.2.5.7. Repatriation due to political unrest

In the event of serious political unrest endangering personal security and with an official recommendation from the French government for foreign nationals to leave the country:

- organisation and implementation of arrangements for the repatriation of families,
- cover of the cost of repatriation of insured individuals up to the amount shown in the Benefits schedule,
- liaison by telephone with a security expert to provide them with advice and information,
- Cover of the cost of the enforced stay or extension of stay in the event of serious unrest pending repatriation up to the amount shown in the Benefits schedule.

The level of cover cannot exceed the amount specified in the Benefits schedule per event and per year for all benefits combined.

#### 8.2.5.8. Repatriation due to natural disaster

In the event of a catastrophic natural event causing damage to the local infrastructure, and consequently to the entire local economy, making it impossible for an employee to carry out their assignment *Abroad* under reasonably favourable conditions, the *Insurer* will:

- organise and implement arrangements to ensure the safety and repatriation of families,
- where applicable, cover accommodation costs up to the amount specified in the Benefits schedule,
- cover the cost of repatriating the insured individuals up to the amount specified in the Benefits schedule.

The level of cover cannot exceed the amount specified in the Benefits schedule per event and per year for all benefits combined.

#### 8.2.5.9. Repatriation on medical grounds or during a pandemic

In the event of a phase 4 or 5 alert as classified by the World Health Organisation (WHO):

- the *Insurer* will set up a crisis and information unit (organisation of quarantine, provision of advice to the family etc.)
- if necessary, under the control and with the authorisation of the government health authorities, the *Insurer* will arrange the evacuation and repatriation of the employee and their *Family members* within the limits specified in the Benefits schedule.

#### 8.2.5.10. Extension of stay

If the *Insured* is obliged to extend their stay following an *Accident* or *Illness* covered under this policy, the *Insurer* will cover the cost of extending the stay up to the amounts specified in the Benefits schedule.

### 8.3. PERSONAL LIABILITY (PRIVATE CAPACITY)

#### 8.3.1. PURPOSE OF THE COVER

The *Insurer* will cover the Insured against the financial consequences of *Personal liability* which they incur in respect of *Bodily injury* and consequential *Material damage* and financial loss caused to a *Third party* in a *Private capacity*.

*Private capacity* means in respect of any non-professional activity.

However, the commute from the home to the workplace is covered.

Cover is extended to:

- loss or damage resulting from intoxication and poisoning caused by food or beverages served by the insured,
- loss or damage suffered by persons employed by the Insured in a domestic capacity resulting from an *Inexcusable fault* as defined by Articles L.452.2 and L.452.3 of the French Social Security Code.

#### DEFENCE

The *Insurer* will defend the Insured under the conditions described below.

Where legal action involves liability covered under the policy, the *Insurer* will defend the Insured in any proceedings in which the interests of the *Insurer* are also implicated. The cover applies if the damages being claimed exceed the amount of the *Excess*.

The *Insurer* will direct the Insured's defence in respect of civil interests. They have the power to exercise remedies when the Insured's penal interest is not or is no longer in question (with the Insured's agreement if this is not the case).

Directing the Insured's defence does not preclude the *Insurer* from applying any exceptions to cover of which they were unaware at the time of taking on the defence.

Defence costs are paid by the *Insurer* and are not deducted from the amount of cover of the corresponding loss or damage.

If the amount of damages exceeds the corresponding upper limit of cover, the *Insurer* will cover the defence costs as a pro rata of the amount of cover relative to the amount of compensation due to the injured party.

#### 8.3.2. BENEFIT AMOUNTS

The benefit amounts expressed per *claim* constitute the limit of the *Insured's* liability for all claims relating to the same event.

The date of the Loss is the date of the *Event causing liability*. The conditions and benefit amounts are the ones in force on that date.

*Bodily injury and consequential Material damage and financial loss: €4,600,000 per Claim and per Insurance year.*

Including:

- *Inexcusable fault* (employees of the Insured): €300,000 per victim and per *Insurance year*,
- *Consequential Material damage and financial loss*: €460,000 per *Claim* and per *Insurance year*,

*Excess*: €150 per *Claim*.

With a maximum for Fire, Explosion and Water Damage of: €300,000 in cases where the property is occupied on a temporary basis (less than 3 months - holiday accommodation).

Defence before the civil, commercial or administrative courts. Defence of civil interests before the criminal courts: fees payable by the *Insurer* unless the upper limit for that benefit has been reached.

### 8.3.3. DECLARING LOSS OR DAMAGE

*You* must declare any *Loss* or damage likely to trigger a claim under the policy by registered letter to the *Insurer*, through our intermediary. *You* must do this as soon as *You* become aware of the *Loss* or damage, and at the latest within 15 days, and include details of the circumstances and consequences.

## 8.4. PERSONAL ACCIDENT

The purpose of the policy is to provide payment of the benefits listed below, which are included and whose amounts are specified in the Benefits schedule, in the event of *Bodily injury* to the Insured.

This cover does not apply:

- if the *Insurer* is prevented from providing an insurance contract or service as a result of sanctions, restrictions or prohibition imposed by laws and regulations,

or

- if the insured property and/or activities are subject to any sanctions, restrictions, total or partial embargo or prohibition imposed by laws and regulations.

Accidental death	€75,000 € - Limited to €5,000 for funeral expenses for any <i>Insured</i> person under the age of 18
Total permanent disability following an <i>Accident</i> . May be reduced in cases of partial permanent disability based on the Social Security scale for accidents at work. Proportional <i>Excess</i>	€75,000  20%
Adjustments to the home/vehicle	10% of the disability benefit up to a maximum of €10,000
Daily allowance in the event of coma (payable when the patient has been in a coma for 10 consecutive days and up to a maximum of 365 days).	€50 per day

### 8.4.1. PURPOSE OF THE COVER

#### 8.4.1.1. DEATH

If, within a maximum period of 24 months from the date of the *Accident* suffered by the *Insured*, it results in death, *We* will pay the lump sum specified in the Benefits schedule to the person or persons designated as *Beneficiaries*.

If, prior to the death, the same *Accident* gave rise to the payment of *Compensation* in respect of permanent disability under the following conditions, the lump sum will be reduced by the amount of this *Compensation*.

The officially recognised disappearance of the *Insured's* body in a shipwreck or the disappearance or destruction of the means of transport in which they were travelling, creates a presumption of death on expiry of a period of one year from the date of the *Accident*.

However, if it is found at any time following payment of the *Compensation* in respect of the *Insured's* disappearance, that they are still alive, the sums which were improperly paid must be fully reimbursed to *Us*.

#### 8.4.1.2. PERMANENT DISABILITY

If the *Accident* results in permanent disability, the *Insurer* will pay *Compensation* to the *Insured* the maximum amount of which is specified in the Benefits schedule.

If the disability is only partial, the *Insured* will be entitled to only a portion of the *Compensation* in proportion to the degree of disability.

Disabilities which are not listed are compensated according to their severity relative to those which are listed.

The *Compensation* is a fixed, contractual amount: it is calculated according to the rules established above, regardless of the *Insured's* age or profession.

The degree of disability will be established when it becomes possible to determine the final consequences of the *Accident* with certainty, and at the latest, unless otherwise agreed between the Insured and the *Insurer*, on expiry of a period of one year from the date of the *Accident*.

Death benefits and disability benefits cannot be combined if they result from the same *Accident*.

#### **8.4.1.3. MULTIPLE DISABILITIES**

If the same *Accident* causes several separate disabilities, the main disability is assessed first under the above-mentioned conditions. The other disabilities are then successively estimated in proportion to remaining capability and added to the others. The total rate may not exceed 100%.

Total loss of the use of a limb or organ is classed as the loss of that limb or organ.

The loss of limbs or organs which were inoperative before the *Accident* will not give rise to *Compensation*. If the *Accident* affects a limb or organ which was already infirm, *Compensation* will be determined by the difference between the condition before and after the *Accident*. Under no circumstances will the assessment of injuries caused the *Accident* be increased by the state of infirmity of limbs or organs which were not affected by the *Accident*.

Nervous disorders and nerve damage will only be taken into consideration, provided they are the result of a covered *Accident*, if clearly characterised clinical signs are manifested on examination.

#### **8.4.1.4. ADJUSTMENTS TO THE HOME/VEHICLE**

In the event of the *Insured's* partial permanent disability exceeding 33% as a result of an *Accident* covered under the policy and requiring adjustments to be made to their home and/or vehicle, the *Insurer* will cover these costs subject to presentation of supporting documents and limited to 10% of the lump sum provided in respect of disability benefit with a maximum specified in the Benefits schedule.

#### **8.4.1.5. DAILY ALLOWANCE IN THE EVENT OF COMA**

If, following an *Accident*, and subject to the *Exclusions* listed in the policy, an Insured is in a coma for a continuous period of more than 10 days, the *Insurer* will pay an advance on the death or disability benefit to the *Beneficiary* or *Beneficiaries* at the end of this period. This *Compensation* is payable from the 10th day of coma and for a maximum of 365 days equal to the amount shown in the Benefits schedule.

In the event of the subsequent death of the *Insured* following this *Accident*, the *Insurer* will pay the balance of the lump sum to the *Beneficiary* or *Beneficiaries*.

If the *Insured* survives, they remain entitled to this advance.

In the event of total or partial Disability following this *Accident*, the *Insurer* will pay the balance of the lump sum to the *Insured*.

A coma is defined as any condition characterised by the loss of sensory functions (consciousness, mobility and sensitivity) with preservation of the physiological functions (breathing and spontaneous circulation) confirmed by a *Medical authority* authorised to perform their duties in France.

To claim this benefit, at the end of the 10-day period, the *Beneficiary* or *Beneficiaries* should send the *Insurer* a medical certificate confirming that the *Insured* is in a continuous state of coma.

### **8.4.2. MAKING A CLAIM**

In the event of a *Loss*, it is important that the *Insurer* is promptly and fully informed of the circumstances in which it occurred and its possible consequences.

#### **8.4.2.1. PROCEDURE AND REQUIRED INFORMATION**

The *Insured* or their eligible dependants are required to report any *Losses* in writing or verbally against receipt, through our intermediary, within no more than fifteen days of the date on which they became aware of it.

If the *Loss* is not reported within the above timescales, other than in cases of fortuitous events or force majeure, the *Insurer* may deny cover if it can be established that the delay in reporting the *Loss* was prejudicial to them (Article L.113-2 of the French Insurance Code).

They must also provide, when reporting the *Loss*, any information on the severity, causes and circumstances of the *Loss* and specify, if possible, the names and addresses of any witnesses and the liable perpetrators.

The *Loss* report must include:

- the date, circumstances and location of the *Accident*;
- the first name, surname, date of birth, address and occupation of the victim or victims;
- the initial medical certificate describing the nature of the injury or wounds and their likely consequences;
- where applicable, the police report and names and addresses of the perpetrator of the *Accident* and any witnesses.

The victim or their eligible dependants must endeavour to limit the consequences of the *Accident* including by procuring the medical care required by the victim's condition.

The agents and doctors designated by *Us*, will, unless there is justified opposition, have free access to the victim and their doctors in order to observe their condition. Any intentional misrepresentation regarding the date or circumstances of an *Accident*, duly recorded and likely to be prejudicial to *Us*, will lead to forfeiture of entitlement to compensation which, if it has already been paid, must be reimbursed to *Us*.



#### 8.4.2.2. AUDIT

The *Insured* is obliged to undergo an examination by the doctors appointed by the *Insurer*, with their representatives having free access to them whenever the *Insurer* deems it necessary. Otherwise, the *Insured* or any *Beneficiary* may forfeit their entitlement to benefits if, without a valid reason, they refuse to allow the *Insurer's* agents to carry out an assessment or obstruct the assessment if, having given forty-eight hours' notice by registered letter, the *Insurer* meets with persistent refusal or remains unable to carry out their assessment.

Any fraud, concealment or misrepresentation on your part or on the part of the *Beneficiary* of the *Compensation*, for the purpose of misleading the *Insurer* over the circumstances or consequences of a *Loss*, will result in the loss of any entitlement to *Compensation* in respect of that *Loss*.

#### 8.4.3. PAYMENT OF BENEFITS

##### 8.4.3.1. DETERMINING THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the *Accident* and its consequences, the degree of disability and the duration of the total or partial temporary disability are agreed between the parties or, if no agreement can be reached, by two doctors appointed by each of the parties. If their opinions differ, they will be joined by a third doctor in order to reach a majority decision; if they do not agree on the choice of this third doctor, or if either party fails to appoint its expert, the appointment will be made at the request of the first party to act by the President of the *Tribunal de Grande Instance* of the *Insured's* home with no requirement for an oath or any other formalities.

Each party will remain liable for the fees and expenses relating to the involvement of the doctor they appoint with those required by the possible involvement of a third doctor being shared equally between them.

##### 8.3.3.2. AGGRAVATION INDEPENDENT OF THE ACCIDENTAL EVENT

Whenever the consequences of an *Accident* are aggravated by the constitutional condition of the victim, a lack of care due to their negligence or an empirical treatment, by a pre-existing illness or disability and in particular by a diabetic condition or blood disorder, the *Compensation* will be calculated based on the consequences which the *Accident* would have had in a fit person in normal health who had undergone rational treatment.

##### 8.3.3.3. PAYMENT

*Compensation* is payable:

- in the event of death or permanent disability, within one month of receipt of the documents confirming the *Insured's* accidental death and the *Beneficiary's* eligibility or the agreement of the parties on the degree of disability,
- if the parties fail to agree, payment of *Compensation* will be made within fifteen days of the date on which the decision of the court becomes enforceable.

## 9. WHAT IS NOT COVERED BY YOUR POLICY?

### 9.1. EXCLUSIONS FROM THE MEDICAL EXPENSES COVER:

Costs are not covered if they are the result of the following:

- An illness or *Accident* deliberately caused by the insured person, or deliberate self-harm,
- The consequences of war (civil or otherwise), insurrection, Riots, Attacks or Popular uprisings, unless the *Insured* did not take an active part in the event,
- Losses resulting directly or indirectly from changes to the structure of the atomic nucleus.

The following are also excluded from the Medical Expenses cover:

- Any type of experimental or unmonitored treatment which does not comply with commonly accepted, customary or traditional medical practice, except with the specific consent of the *Insurer*,
- Ancillary costs or comfort amenities during *Hospitalisation* (telephone, television etc.),
- Drug addiction or alcoholism treatments;
- Expenses incurred in connection with the acquisition of an organ;
- Sex change operations or treatments;
- Cosmetic, anti-ageing and weight-loss treatments;
- Checks, studies, treatments and complications related to infertility, sterilisation, sexual dysfunction, contraception (including the insertion or removal of a contraceptive device or devices), elective termination of pregnancy except in cases of medically required termination of pregnancy and in compliance with local legislation;
- Any elective/voluntary surgery and/or cosmetic surgery;
- Medical expenses related to stays in spa centres, fitness centres, rest homes or convalescent homes even if the stay is medically prescribed;
- Outpatient consultations in psychotherapy and psychoanalysis;
- Hair loss or hair transplant consultations, treatments and complications unless this treatment is related to hair loss



- caused by a serious illness;
- Treatments to alter the refraction of an eye or eyes (laser eye correction), including refractive keratotomy and photo refractive keratotomy;
- Over-the-counter drugs and commonly used non-medicinal products such as rubbing alcohol, cotton wool, sunscreens, dental hygiene products, bandages and shampoo.
- Osteopathy.

## 9.2. EXCLUSIONS FROM REPATRIATION ASSISTANCE

The following are excluded from cover:

- convalescence and disorders (illness or *Accident*) currently being treated and not yet stabilised;
- pre-existing illnesses which have been diagnosed and/or treated, having resulted in *Hospitalisation* in the six months preceding the request for assistance;
- trips undertaken for the purpose of diagnosis and/or treatment;
- pregnancy unless there are unforeseeable complications, and in all cases, from the thirty-sixth week of pregnancy;
- conditions resulting from the use of drugs, narcotics and similar products which were not medically prescribed and alcohol consumption;
- the consequences of attempted suicide;
- loss or damage intentionally caused by an Insured or loss or damage resulting from their involvement in a crime, an offense or a brawl, except in self-defence;
- events occurring during the practice of dangerous sports (long-distance hiking, trekking, climbing etc.) or the Insured's participation as a competitor in sporting competitions, bets, games, contests, rallies or their preparatory trials and the organisation and implementation of all search and rescue missions;
- the consequences of a deliberate disregard for the regulations of the countries visited, or practices which are not unauthorised by the local authorities;
- the effects of ionising radiation emitted by nuclear fuel or radioactive products or waste, or caused by weapons or devices designed to explode by means of modification of the structure of the atomic nucleus;
- the consequences of civil or foreign war, official bans, seizures or restrictions imposed by the forces of law and order;
- the consequences of riots, industrial action and piracy, if the Insured has taken an active part;
- the consequences of climatic impediments such as storms and hurricanes;
- the cost of search and rescue missions in the mountains, at sea or in the desert.
- on-piste (and off-piste) ski rescue costs.

## 9.3. EXCLUSIONS FROM PERSONAL LIABILITY (PRIVATE CAPACITY) COVER

The following are excluded from cover:

- the consequences of wilful misconduct on the part of the *Insured*;
- damage caused by civil or foreign war whether declared or not, riots and popular uprising, acts of terrorism, attacks or sabotage;
- damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters;
- damage rendered inevitable by deliberate action on the part of the Insured and causing the insurance policy to lose its aleatory aspect covering uncertain events (Article 1964 of the French Civil Code);
- fines and other criminal sanctions imposed on the *Insured* personally;
- damage or aggravation of the damage caused by:
  - weapons or devices designed to explode by means of modification of the structure of the atomic nucleus,
  - nuclear fuel, radioactive products or waste,
  - any source of ionising radiation (especially any radioisotope);
- the consequences of the presence of asbestos or lead in buildings or structures owned or occupied by the *Insured*, the cost of identifying, eliminating or neutralising asbestos or lead, or the use of products containing asbestos or lead,
- damage caused directly or indirectly by the following persistent organic pollutants: aldrin, chlordane, dioxins, dieldrin, endrin, dichlorodiphenyltrichloroethane (DDT), furans, heptachlor, hexachlorobenzene, mirex, polychlorinated biphenyls (PCBs), toxaphene, formaldehyde, methyl tert-butyl ether (MTBE);
- the consequences of contractual commitments accepted by the Insured which have the effect of increasing the liability they would have incurred in the absence of these commitments;
- damage resulting from the exercise of any professional activity or functions performed in the context of elective office;
- the consequences of all *Material damage* and bodily injuries suffered by the *Insured*;
- exemplary damages and punitive damages;
- pollution damage and abnormal neighbourhood disturbances (noise pollution);
- damage of the type covered by Article L. 211-1 of the French Insurance Code with respect to compulsory motor insurance and damage caused by motor land vehicles, trailers or articulated vehicles of which the Insured has

ownership, charge or use (including as a result of accessories and products used in the vehicle or falling from the vehicle, and the items and substances being transported);

- *Consequential material damage* and financial loss caused by fire, explosion or water damage originating in buildings of which the Insured is the owner, tenant or occupant.

It is agreed that the temporary occupation of premises, lasting less than 3 consecutive months is covered. This provision covers the *Insured's* holiday accommodation for example.

- theft from the buildings mentioned in the previous *Exclusion*;
- *Consequential material damage* (other than that referred to in the previous two *Exclusions*) and *Consequential financial loss* caused to property of which the Insured has charge, use or safekeeping.

It is agreed that property of which the Insured has charge, use or safekeeping for a temporary period of 3 consecutive months is covered.

- the consequences of navigation by air, sea, river or lake using devices of which the Insured has ownership, charge or use;
- damage caused by weapons and ammunition the possession of which is prohibited and which the Insured possesses or holds without official authorisation;
- the consequences of hunting including damage caused by dogs during a hunt;
- damage caused by animals other than pets;
- damage caused by category 1 dogs (attack dogs) and category 2 dogs (guard and defence dogs), as defined under Article 211-1 of the French Rural Code and by species of wild animals which have been tamed or held in captivity, listed under Article 212-1 of the French Rural Code, whether or not they are strays, which the Insured owns or keeps (Act No. 99-5 of 6 January 1999 relating to dangerous and stray animals and the protection of animals);
- the consequences of:
  - the organisation of and participation in sporting competitions;
  - the practice of sports as the holder of a licence from a sports federation;
  - the practice of air or water sports;
  - the practice of any sport requiring the use of motorised mechanical vehicles, as the driver or passenger. Practising a sport means training, trials and participation in sporting events or competitions;
  - the practice of dangerous sports such as mountaineering, rock climbing, underwater diving except for free-diving at less than 50 metres, caving, skeleton, ski jumping, bobsleigh, bungee jumping, rafting, canyoning, jet ski, kitesurfing and the following sports when practised off piste: skiing, cross country skiing, sledging and snowboarding.
- loss or damage occurring in the United States of America.

#### 9.4. EXCLUSIONS FROM PERSONAL ACCIDENT COVER

The following are excluded from cover:

- *Accidents* intentionally caused or provoked by the *Insured*, the consequences of their suicide or attempted suicide, and *Accidents* caused by the use of drugs or narcotics which were not medically prescribed;
- *Accidents* occurring when the *Insured* is driving a vehicle and their blood alcohol content is higher than that legally permitted in the country where the *Accident* took place;
- *Accidents* resulting from the Insured's participation in a fight (except in self-defence or assisting a person in danger), a duel, a misdemeanour or a criminal act;
- *Accidents* occurring when using an airborne device whether as the pilot or a crew member or when practising sports with or from these devices;
- *Accidents* caused by the practice of a sport in a professional capacity and the practice, even in an amateur capacity, of any sport requiring the use of motorised mechanical vehicles, as a driver or a passenger. Practising a sport means training, trials and participation in sporting events or competitions;
- *Accidents* caused by civil or foreign war, whether declared or undeclared;
- *Accidents* due to ionising radiation from nuclear fuel or radioactive products or waste, or caused by weapons or devices designed to explode by means of modification of the structure of the atomic nucleus.

## 10. GENERAL PROVISIONS

### 10.1. WHO INSURES YOUR POLICY?

This policy is effected by the Association des Assurés d'APRIL International (regulated by the Associations Act of 1901) 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://fr.aprilinternational.com/global/april-international-expat/l-association-des-assures-d-april-international>):

- **For medical expenses cover :**

an optional group insurance plan with Allianz Worldwide Care SA (080538/501), a French public limited company with capital of 65,190,446 euros, registered in Paris under number 401 154 679 and regulated by the French Insurance Code. The company headquarters are located at Tour Neptune – Case Postale 2513 - 20 place de Seine – 92086 Paris la Défense Cedex – FRANCE.

- **for Repatriation assistance, *Personal liability (Private capacity)* and Personal accident cover:**

an optional group insurance plan with Tokio Marine Kiln Insurance Limited (FR008367TT) – French branch - Company governed by the French Insurance Code. Headquarters in France 6-8 Boulevard Haussmann 75009 PARIS - B 382 096 071 RCS Paris – VAT N FR 37382096071 Tokio Marine Europe Insurance Limited (UK), public limited company under English law, headquarters at 60 Gracechurch Street London EC3V OHR.

Companies House Registration number 989,421 England – Share Capital: £35,000,000. Company approved by the Prudential Regulation Authority – (PRA) regulated by the PRA and by the Financial Conduct Authority of the United Kingdom (Financial Conduct Authority – FCA) and acting in accordance with the rules of the French Insurance Code.

The administrative management of these insurances is delegated to APRIL International Expat, a French public limited company with capital of €200,000, an insurance intermediary registered 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 FRAMEWORK

The body responsible for regulating Allianz Worldwide Care is the French Prudential Supervision and Resolution Authority located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE.

TOKIO MARINE is subject to the Prudential Regulation Authority (PRA) and is regulated by this body and by the United Kingdom Financial Conduct Authority (FCA) acting in accordance with the rules of the French Insurance Code.

APRIL International Expat is regulated by the French Prudential Supervision and Resolution Authority, located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE.

Membership of the VI Xclusive policy is evidenced by the Application form, these General conditions and the *Membership certificate*. It is subject to French legislation and in particular to the French Insurance Code.

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

### 10.3. LIMITATION PERIOD

Under articles L.114-1, L.114-2 and L.114-3 of the French Insurance Code, any legal action arising from this policy must be brought within 2 years of the event having given rise to said action.

However, this period shall run:

- 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,
- in the event of a Loss, only from the date on which *You* become aware of it and if *You* can prove that *You* were unaware of it until then.

If *You* die, the limitation period is increased to 30 years for the *Beneficiaries*, commencing as of the date of your death.

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

The limitation period is 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 proof of delivery in respect of settlement of the claim or if *We* send *You* such a letter in respect of payment of the *Premium*.

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

Further information:

The ordinary causes of interruption of the limitation period are listed under Articles 2240 and following of the French Civil Code; these include the acknowledgement by the debtor of the right of the person against whom they were prescribing, a legal claim, including summary proceedings, and an act of enforcement. For full details of the ordinary causes of interruption of the limitation period, please refer to the aforementioned articles of the French Civil Code.

#### 10.4. SUBROGATION

It is stipulated that the *Insurer* does not waive the rights and actions that they possess by virtue of Article L.121-12 of the French Insurance Code relating to the summary remedy they may seek for *Third party* liability.

If *You* are involved in a road traffic *Accident* (involving a motorised vehicle), *You* must provide the *Insurer* of the person having caused the *Accident*, when requested, with the name of your *Third party* healthcare *Insurer*.

#### 10.5. AUDIT

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

#### 10.6. COMPLAINTS- MEDIATION

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

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

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

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

For your information, our insurance partners (Allianz Worldwide Care SA - Headquarters: Tour Neptune – Case Postale 2513 - 20 place de Seine – 92086 Paris la Défense Cedex and TOKIO MARINE KILN INSURANCE LTD – Headquarters: 6/8 boulevard Haussmann 75009 Paris) 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 *You* are not satisfied with the response provided, *You* may, if necessary, contact the French insurance ombudsman – “La Médiation de l'Assurance” TSA 50 110, 75441 Paris Cedex 09, without prejudice to the other legal remedies available to *You*.

Please note 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 implementation of your insurance cover. *You* have the right to access, rectify, object to and request the removal of your personal information (see paragraph 10.7).

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

The information gathered is essential for the purpose of enabling APRIL International Expat, the insurers or their representatives to register, manage and process applications.

According to the Data Protection and Freedom of Information Law n°78-17 of January 6<sup>th</sup> 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.

Under the Data Protection and Freedom of Information Law of January 6<sup>th</sup> 1978, as amended, *You* enjoy the right to access and, if applicable, to correct all of the information held on you in these files, by contacting APRIL International Expat in writing, at 110 avenue de la République, CS 51108, 75127 Paris Cedex 11, FRANCE.

*You* are also entitled to issue instructions relating to the preservation, deletion and passing on of the information held on you, following your death.

If no instructions have been issued, your rights will be extinguished with your death, but your heirs will still be able to:

- access personal data files processed in connection with you, for the purpose of identifying and securing the release of any information useful for the purpose of settling and distributing your estate, as well as obtaining digital assets or data akin to family mementos, which can be passed on to your heirs,
- ensure that your death is formally acted upon and, in this connection, to arrange for your user accounts to be closed, and to block any ongoing processing or updating of personal data held on you.

*You* can exercise this right by sending a letter, accompanied by copies of the front and back of an ID document, to the abovementioned address.

APRIL International Expat may use a certain administrative information and pass it on to APRIL group subsidiaries, to enable them to offer you new products or services.

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 – 10 000 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 the 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 National 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 January 6<sup>th</sup> 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.

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