

GENERAL CONDITIONS 2021

Ref: Cs 2021

CRYSTAL STUDIES



Insurance made easy.



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

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TABLE OF CONTENTS

1. SERVICES AVAILABLE UNDER YOUR POLICY	P.3
1.1. DIRECT PAYMENT OF HOSPITAL CHARGES FOR STAYS OF MORE THAN 24 HOURS	p.3
1.2. REPATRIATION ASSISTANCE	p.3
1.3. THIRD PARTY PAYMENT SERVICE IN THE UNITED STATES	p.3
1.4. DOCTOR'S HOME VISITS IN NORTH AMERICA (USA, MEXICO)	p.4
1.5. LEGAL ASSISTANCE SERVICE	p.4
1.6. ONLINE SERVICES	p.4
1.7. WHERE TO SEND YOUR CLAIMS FOR REIMBURSEMENT, YOUR REQUEST FOR PRIOR AGREEMENT OR YOUR CONFIDENTIAL MEDICAL CERTIFICATE ..	p.5
2. DEFINITIONS	P.5
3. POLICY BENEFITS AND TERRITORIALITY	P.7
3.1. WHAT IS COVERED BY YOUR POLICY?	p.7
3.2. WHERE ARE YOU COVERED?	p.7
4. WHO IS COVERED BY THE POLICY?	P.7
5. EFFECTIVE DATE, DURATION AND CANCELLATION OF THE POLICY	P.8
5.1. WHEN DOES YOUR POLICY TAKE EFFECT?	p.8
5.2. DURATION OF COVER AND RENEWAL OF YOUR POLICY	p.8
5.3. YOUR COVER COMES TO AN END	p.8
5.4. HOW TO CANCEL YOUR POLICY	p.8
5.5. WHAT TO DO IF YOUR TRIP IS CHANGED OR CANCELLED	p.9
6. PREMIUMS	P.9
6.1. HOW IS YOUR PREMIUM CALCULATED?	p.9
6.2. PAYMENT METHODS	p.9
6.3. WHAT HAPPENS IF THE PREMIUM IS NOT PAID?	p.9
7. THE INFORMATION YOU NEED TO BRING TO OUR KNOWLEDGE	P.10
8. WHAT IS COVERED AND HOW TO ACCESS THE SERVICES	P.10
8.1. MEDICAL EXPENSES	p.10
8.2. REPATRIATION ASSISTANCE	p.14
8.3. LEGAL ASSISTANCE	p.16
8.4. PERSONAL LIABILITY PRIVATE CAPACITY, INTERNSHIPS AND TENANT'S LIABILITY	p.18
8.5. PERSONAL ACCIDENT	p.18
8.6. DELAYED DEPARTURE	p.19
8.7. BAGGAGE	p.19
9. WHAT IS NOT COVERED BY YOUR POLICY	P.20
10. GENERAL PROVISIONS	P.24
10.1. WHO INSURES YOUR POLICY?	p.24
10.2. LEGAL	p.24
10.3. LIMITATIONS	p.24
10.4. SUBROGATION	p.25
10.5. AUDIT	p.25
10.6. COMPLAINTS - MEDIATION	p.25
10.7. DATA PROTECTION AND FREEDOM OF INFORMATION	p.25

NB:

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

1. SERVICES AVAILABLE UNDER YOUR POLICY

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

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

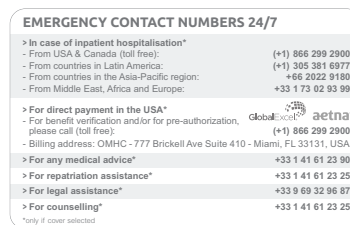
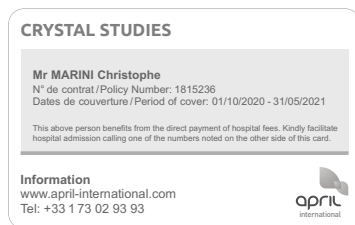
It is essential that *You* contact *Us* before being admitted to hospital. If *You* do not follow this procedure, an *Excess* of 20% will be applied to your reimbursement.

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

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

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

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



1.2. REPATRIATION ASSISTANCE:

To request repatriation assistance:

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

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

1.3. THIRD PARTY PAYMENT SERVICE IN THE USA:

1.3.1. THIRD PARTY PAYMENT SERVICE WITHIN THE AETNA NETWORK

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

This service is available for:

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

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

How does it work?

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

Why?

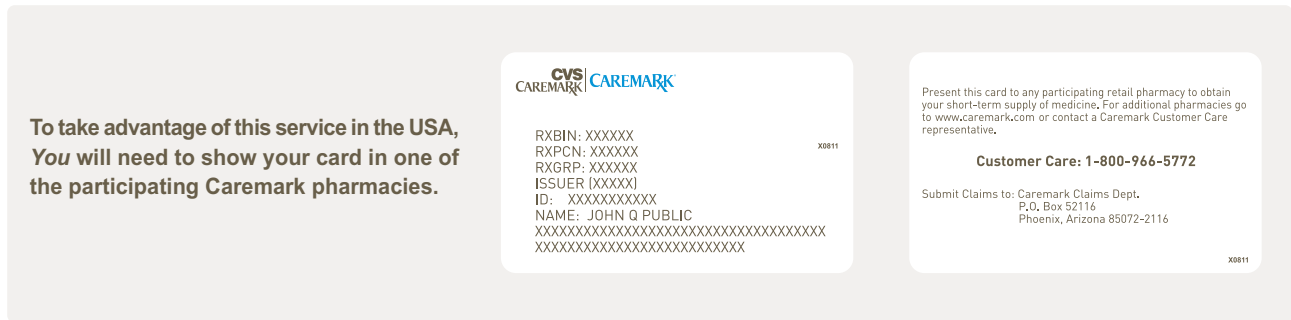
1. *We* can direct you to a health professional who is appropriate to your situation.
2. *We* make contact with them to tell them that you benefit from an APRIL International agreement that includes a third party payment service.
3. This way, you can be sure that *You* will not have to pay the charges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

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

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

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

1.3.2. THIRD PARTY PHARMACY PAYMENTS



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

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

The list of participating pharmacies is available at www.caremark.com.

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

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

To request a home visit:

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

The doctor's home visits service is available in the following cities (as at 01/09/2020):

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

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

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

1.5. LEGAL ASSISTANCE SERVICE:

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

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

1.6. ONLINE SERVICES:

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

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

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

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

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

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

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

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

You can claim reimbursement:

You opted for a cover from the 1st euro:

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

Send *Us* your bills (the total amount per bill must not exceed €400) using the Easy Claim app which is available to 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 and other supporting documents.** The operation and rules of use of the app will be explained when *You* first use it and remain accessible at any time within the app. This service is also available in the Customer Zone by going to the “Your reimbursements” section.

> **By post:**

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

APRIL International Care France

Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE

You opted for an EHIC top-up cover:

First, please send the original invoices and medical prescriptions to your Social Security in your host country or country of origin. Then, *You* send to APRIL International:

- for medical bills up to a maximum of €400, the reimbursement statements from your Social Security with a copy of the invoices and medical prescriptions electronically using the Easy Claim app which is available to download free of charges from the Apple Store and Google Play. **You must keep the original invoices, statements and other supporting documents.**
- for all invoices, regardless of the amount, the original reimbursement statement from your Social Security with a copy of the invoices and medical prescriptions by mail to:

APRIL International Care France

Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE

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

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

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

2. DEFINITIONS

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

- A ABROAD:** any country covered under the policy outside your *Country of nationality*.
- ACCIDENT:** any unintentional personal injury suffered by the *Insured*, stemming from the abrupt, sudden, violent, fortuitous and unforeseeable action of an external cause. Under Article L.1353 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between it and the costs incurred.
- ACTUAL COSTS:** all medical expenses charged to *You*.
- B BENEFICIARY:** person who receives *Compensation* or money from the insurer.
- BODILY INJURY:** injury affecting a person's physical integrity.
- C CLAIM:** event, *Illness* or *Accident* which gives rise to cover when the contract is in effect.
- COMPENSATION:** sum paid to repair damages or injuries suffered by yourself.
- CONFIDENTIAL MEDICAL CERTIFICATE:** medical questionnaire to be completed by your doctor and returned to *Us* before *You* are admitted to hospital (or as soon as possible following an *Accident* or in case of emergency) in order to obtain our *Prior agreement*. An *Excess* of 20% will be applied to your reimbursement if *You* do not follow this procedure.
- CONSEQUENTIAL DAMAGE:** all damage other than *Bodily injury* or *Material damage* that is the direct and immediate consequence of *Bodily injury* or *Material damage* covered under the policy.

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

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

- D DAILY HOSPITAL CHARGE:** portion of daily hospital charges in France not covered by French Social security.
- DIRECT PAYMENT OF HOSPITAL CHARGES:** if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct payment of your hospital charges with no upfront payment, subject to the review of your *Confidential medical certificate*. *You* can activate this service by calling the emergency contact numbers listed in paragraph 1.1 or by presenting your insurance card to the hospital. This service is not available if *You* selected an EHIC top-up cover.
- (TOTAL OR PARTIAL) DISABILITY:** disability following an *Accident* making it totally or partially physically impossible (as medically verified and recognised by the insurer) for *You* to continue with the course in which *You* are enrolled, or your *au pair* placement.
- E EFFECTIVE DATE:** date on which the policy takes effect. It is specified on the *Insurance certificate*.
- EMERGENCY DENTAL TREATMENT:** the policy covers emergency dental treatment (temporary dressings, fillings, root canal work, extractions etc.) resulting from an *Accident* or unexpected *Illness* requiring surgery or medical treatment and which could not wait until your return to your *Country of nationality*.
- EXCESS:** sum for which *You* are responsible in the settlement of a *Claim*.
- EXCLUSIONS:** that which is not covered by the insurance contract. All contracts include exclusions from cover.
- F FAMILY MEMBER:** father, mother, sister, brother, child or legal guardian residing in your *Country of nationality*.
- FORCE MAJEURE:** any unforeseen, unavoidable and uncontrollable event declared by the public authorities of the country where *You* are staying.
- FRIEND:** any person named by yourself or by one of your dependents, residing in your *Country of nationality*.
- H HOSPITALISATION:** stay (with or without surgery) in a hospital (public or private) subsequent to an *Accident* or *Illness* and during which a bed has been allocated to *You*.
- I IDENTIFIED THIRD PARTY OR OPPOSING PARTY:** individual or legal entity, whose identity and address *You* know, who is responsible for damage caused to *You* or who is challenging one of your legal rights.
- ILLNESS:** any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.
- INSURANCE CERTIFICATE:** document serving as proof of insurance which *We* issue to the *Member*, confirming their cover under the Crystal Studies policy and specifying the *Insured*, the *Effective date*, the level of cover and option selected. The *Insurance certificate* reflects the special conditions of the policy.
- INSURANCE YEAR:** period of twelve consecutive months beginning on the *Effective date* of the policy.
- INSURED, "YOU":** individual accepted by the insurer and to whom cover under the terms of the present policy applies.
- L LITIGATION, CONFLICT OR DISPUTE:** disagreement or challenge to the law, the prejudicial or reprehensible nature of which may lead to a claim being made or legal proceedings being taken against *You* by an *Identified third party*.
- M MATERIAL DAMAGE:** damage affecting the structure or substance of a thing and resulting from an insured event.
- MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.
- MEDICAL EMERGENCY:** any sudden and unforeseen deterioration in health certified by a competent *Medical authority* and requiring the intervention of a doctor within 48 hours.
- MEDICAL TEAM:** structure adapted to each individual case and defined by Europ Assistance's liaison doctor.
- MEMBER:** individual or company who is a member of this group plan effected by "l'Association des Assurés APRIL" and who pays the *Premium*.
- P PERSONAL ACCIDENT:** cover for the payment of a lump sum in the event of your death or *Disability* as a result of an *Accident*.
- PERSONAL LIABILITY:** the legal obligation of all persons to repair damages caused to others.
- PRE-EXISTING CONDITION:** Medical condition or pathology which was diagnosed, under medical management, explored through medical testing and/or treated before the signature date of your *Application form* (including the medical questionnaire). Any illness or affliction whether diagnosed or symptomatic which may have been under medical management of which *You* were aware, or of which *You* may have been reasonably aware when enrolling in the present plan is considered a pre-existing condition.
- PREMIUM:** sum paid by the *Member* in exchange for the cover granted by the insurer.
- PRIOR AGREEMENT:** certain types of treatment or procedures are subject to the prior agreement of our Medical Examiner. Before starting any treatment, *You* will therefore have to send *Us* an itemised estimate of costs and a form called "*Request for prior agreement*". In the event of *Hospitalisation*, please ask your doctor to complete the form called "*Confidential medical certificate*".
- R REASONABLE AND CUSTOMARY COSTS:** medical expenses are considered to be reasonable and customary if they do not exceed the rates normally charged for an identical service or treatment in the location in which they are incurred. *We* have been continually compiling reference prices basis for over 20 years and our databases are updated every year.
- REPORTED ACCIDENT:** an *Accident* recorded by a competent authority present at the scene (police, firefighters or paramedics) where a certificate was issued specifying the circumstances of the incident, the nature of the injury and the date of the *Accident*.

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

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

STUDENT EQUIVALENT: apprentice, au pair or student receiving remuneration during studies. In all cases, the remuneration received by the student must not exceed the equivalent of €1,300 net per month.

T TERMINATION: final and early cancellation of the contract.

V VALUABLES: works of art and collector's items, silverware, wrist watches, jewellery, precious stones and pearls, valuable paintings, furs, cameras and other devices and accessories for reproduction of images, binoculars, mobile phones, computers and any type of HI-FI or IT equipment.

W WAITING PERIOD: period during which no *Claims* will be paid. The *Waiting period* begins on the *Effective date* of the plan, as shown on the *Insurance certificate*.

WE, US: APRIL International Care France.

3. POLICY BENEFITS AND TERRITORIALITY

3.1. WHAT IS COVERED BY YOUR POLICY?

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

For the "Mini" option:

- reimbursement of medical expenses,
- repatriation assistance.

For the "Complete" option:

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

3.2. WHERE ARE YOU COVERED?

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

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

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

The complete list of excluded countries is available at www.april-international.com, by calling +33 (0)1 73 03 41 29 or by email at info.expats@april-international.com. This list is subject to change.

4. WHO IS COVERED BY THE POLICY?

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

- be under 41 years of age at the *Effective date* of the policy;
- be a student (or *Student equivalent*) or schoolchild outside your *Country of nationality* for the purposes of travel, studies, language training, an au pair placement or internship;
- have completed and signed the Application form;
- be able to produce a **copy of your student card** or **school attendance certificate** (or a copy of your employment contract with the host family for au pair placements) which is valid for the entire duration of the stay, if requested to do so by the administration teams at APRIL International;
- have signed the Health questionnaire no more than six months before the requested *Effective date* (if *You* are over the age of 30 at the *Effective date* of the policy);

- not be affected by any incapacity or *Disability*, nor be under treatment for any *Illness*, nor be liable to suffer a recurrence or progression of any *Illness*;
- not have undergone any recent medical treatment subject to relapse, nor be planning any treatment in your *Country of destination*.

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

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

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

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

Cover is subject to our medical approval and *We* reserve the right to request additional medical information.

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

5. EFFECTIVE DATE, DURATION AND CANCELLATION OF THE POLICY

5.1. WHEN DOES YOUR POLICY TAKE EFFECT?

On the date shown on the *Insurance certificate* and, at the earliest, on the day following receipt of the complete application and supporting documents (including the Application form and the Health questionnaire, both completed and signed if you have more than 30 years old) subject to the suspensory condition of payment of the *Premium due*.

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

If your application requires a medical review, your policy will begin at the earliest on the day following your medical approval.

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

- 4 weeks for all Covid-19-related healthcare expenses or treatments in the USA and Mexico
- 15 days if you are already abroad when subscribing the insurance policy. This *Waiting period* does not apply for renewed policies or in case of an accident.

The *Waiting Period* applies from the *Effective date* shown on your *Insurance certificate*.

All expenses incurred in respect of treatments or procedures prescribed prior to the *Effective date* of the plan or during the *Waiting periods* are permanently excluded from cover and will not be reimbursed.

5.2. DURATION OF COVER AND RENEWAL OF YOUR POLICY:

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

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

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

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

We must receive your request to renew the policy before the policy end date shown on your *Insurance certificate*. The *Effective date* of the renewed policy must be the day after the termination of the previous policy. *Waiting periods* do not apply for renewed policies.

5.3. YOUR COVER COMES TO AN END:

- a) if the *Premium* is not paid (see paragraph 6.3);
- b) in the event of termination of the plan by the insurer or by "l'Association des Assurés APRIL" on the annual due date (in this case the Association will inform each *Member*);
- c) once *You* cease to meet the conditions of insurance outlined in paragraph 4;
- d) on the day of final return to your *Country of nationality*;
- e) on the last day stated on your *Insurance certificate*.

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

Penalties for false declaration

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

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

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

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

5.4. HOW TO CANCEL YOUR POLICY:

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

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

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

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

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

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

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

APRIL International Care France - Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE.

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

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

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

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

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

In case of cancellation of your plan, which means that *We* are notified before the *Effective date*:

The *Premium* will be reimbursed to the *Member* if the proof that the trip is cancelled is enclosed.

In case of early termination of your plan, which means that *We* are notified after the *Effective date*:

You can terminate your policy after the first 3 months of cover. There will be no refund corresponding to the first three months of cover. If *You* decide to cut short your stay and return permanently to your *Country of nationality* after a period three months, *You* should send *Us* a registered letter with proof of receipt enclosing documented evidence of your return home (e.g. receipt for payment of electricity, gas or telephone bill, etc.).

If your *Premium* was paid in full, *We* will make a pro-rata refund of any remaining *Premium*. If your *Premium* was paid in monthly instalments, *We* will amend the end date of your policy and stop the automatic debiting.

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

6. PREMIUMS

6.1. HOW IS YOUR PREMIUM CALCULATED?

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

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

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

6.2. PAYMENT METHODS:

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

- in full at the time of application by cheque or bank card,
- in monthly instalments by SEPA direct debit taken from a euro account domiciled in the single euro payments area. This payment method is not available if your period cover last less than 4 months.

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

6.3. WHAT HAPPENS IF THE PREMIUM IS NOT PAID?

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

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

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

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

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

7. THE INFORMATION YOU NEED TO BRING TO OUR KNOWLEDGE

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

8. WHAT IS COVERED AND HOW TO ACCESS THE SERVICES

Double insurance:

Reimbursements received from the insurer and from any national health service scheme or other private insurer cannot be higher than the amount of expenses actually incurred.

Double insurance operates within the limits of each type of cover, regardless of the date of commencement of cover. Within these limits, You can claim reimbursement from the provider of your choice.

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

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

You can select from two options:

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

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

8.1. MEDICAL EXPENSES:

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

8.1.1. TYPE AND LEVEL OF REIMBURSEMENT

You can select from two levels of cover:

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

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

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

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

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

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

Ceilings:

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

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

Waiting period of 4 weeks for all Covid-19-related healthcare expenses or treatments in the USA and Mexico

HOSPITALISATION*	LEVELS
Medical or surgical <i>Hospitalisation</i> *: Transfer by ambulance (if <i>Hospitalisation</i> is covered by APRIL International) Hospital room and board (including <i>Daily hospital charge</i> in France) Medical and surgical fees Pathology, diagnostic tests and drugs Medical procedures	100% of <i>Actual costs</i>
<i>Hospitalisation</i> for the treatment of mental or nervous disorders*	80% of <i>Actual costs</i> , up to 30 days per year
<i>Direct payment of hospital charges</i> during approved <i>Hospitalisation</i> for more than 24h	provided on request 24 hours a day, if prior agreement has been obtained (unless a cover as a top-up to the EHIC has been selected)
Private room	up to €50 a day
ROUTINE HEALTHCARE	LEVELS
Consultations and procedures carried out by GPs or specialists	100% of <i>Actual costs</i> (limited to €130 per year for eye care consultations and to 80% of <i>Actual costs</i> and 5 sessions/year for the treatment of mental or nervous disorders)
Pathology, diagnostic tests, X-rays and drugs	100% of <i>Actual costs</i>
Procedures carried out by nurses and physiotherapists** (following a Reported accident)	100% of <i>Actual costs</i>
<i>Emergency dental treatment</i>	up to €400 per year
Dental prostheses (following a Reported accident)	up to €600 per year
Other prostheses (following a Reported accident) Prescribed glasses or contact lenses (following a Reported accident)	up to €500 per year
Contraceptives (condoms)	up to €20 per year

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

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

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

Prior agreement

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

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

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

The *Confidential Medical Certificate* is available from the Customer zone at www.april-international.com or by calling +33 (0)173 02 93 99 or emailing info.expat@april-international.com.

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

- by fax: +33 (0)1 73 02 93 60,
- by email: hospitalisation.expat@april-international.com,
- by post: Medical Examiner - APRIL International Care France - Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan FRANCE.

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

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

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

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

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

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

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

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

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

The "*Request for prior agreement*" form is available on your Customer zone at www.april-international.com or by calling +33 (0)1 73 02 93 93 or by email at info.expat@april-international.com.

Prior agreement must be obtained for *Hospitalisation* and treatment dispensed by nurses and physiotherapists following a *Reported accident* if more than 10 sessions are prescribed per *Insurance year*.

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

APRIL International Care France
Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE

8.1.4. HOW TO CLAIM REIMBURSEMENT OF COSTS

a) *You* opted for a cover from the 1st euro:



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



To obtain a reimbursement:

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

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

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

> By post:

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

APRIL International Care France

Service Courrier
1 rue du Mont
CS 80010
81700 Blan - FRANCE

- if You have an EHC top-up cover, please enclose the reimbursement statements from Social Security in your host country or country of origin;
- for reimbursement of procedures carried out by nurses and physiotherapists, prostheses (dentures and other) and of optical costs, You must attach proof that the treatment was given as a direct consequence of a *Reported accident*, as defined in paragraph 2;
- for the reimbursement of your *Emergency dental treatment*, You must also provide a medical certificate issued by your dentist certifying that the treatment was given in response to a dental emergency as defined in paragraph 2.

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

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

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

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

You can be reimbursed:

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

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

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

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

8.2. REPATRIATION ASSISTANCE:

How to benefit from repatriation assistance cover:

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

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

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

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

8.2.1. RULES GOVERNING THE APPLICATION OF THE INSURANCE

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

8.2.2. MEDICAL EVACUATION AND REPATRIATION

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

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

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

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

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

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

8.2.3. COMPASSIONATE EMERGENCY VISIT FOR HOSPITALISATION

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

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

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

8.2.4. EMERGENCY DISPATCH OF PRESCRIBED MEDICATION NOT AVAILABLE LOCALLY

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

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

This service is available for one-off requests. In all cases, it does not apply to long term treatments that require regular dispatches or requests for vaccines. *You* are responsible for the cost of the medicines. *You* agree to reimburse the amount plus any custom clearance charges within a maximum period of 30 days from the shipment date.

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

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

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

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

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

8.2.6. SEARCH AND RESCUE COSTS

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

8.2.7. RETURN OF REMAINS AND PROVISION OF COFFIN

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

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

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

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

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

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

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

8.2.9. EMERGENCY MESSAGE RELAY

If it is materially impossible for *You* to send an urgent message and if *You* so request it, Europ Assistance sends, free of charge and by the most rapid means, messages or news from *You* to members of your family, friends or employer.

The messages remain the sole responsibility of their authors, who must be identifiable and their sole concern. Europ Assistance acts solely as an intermediary in the transmission of the messages. Europ Assistance can also serve as an intermediary in the opposite direction.

8.2.10. TRAVEL ASSISTANCE IF PERSONAL ITEMS ARE LOST OR STOLEN

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

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

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

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

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

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

8.2.11. ENFORCED STAY ABROAD

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

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

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

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

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

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

8.2.13. TRANSLATION OF LEGAL AND ADMINISTRATIVE DOCUMENTS

When *You* are *Abroad* or in case of medical repatriation, if *You* have serious difficulty understanding legal or administrative documents

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

8.2.14. HEALTH AND TRAVEL INFORMATION

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

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

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

In the event of health problems requiring a consultation, Europ Assistance may, if requested, supply contact details for local care facilities. This service is in no way intended to deliver a personalised consultation or medical prescription by telephone or to advise self-prescribed treatment. It is intended for information purposes only and should not in any circumstances be regarded as a recommendation. Europ Assistance will accept no responsibility with regard to the proposed healthcare facilities or for the quality of care provided there. This service is limited to 3 phonecalls per *Insurance year*.

8.2.15. DELAYED BAGGAGE

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

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

8.2.16. STUDENT LIFE INSURANCE

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

This benefit is payable only once per policy.

8.2.17. LIMITATIONS ON COVER

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

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

8.3. LEGAL ASSISTANCE:

8.3.1. LEGAL, PRACTICAL AND ADMINISTRATIVE INFORMATION

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

8.3.2. LEGAL ASSISTANCE IN THE EVENT OF LITIGATION

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

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

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

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

Search for an amicable solution

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

Payment of legal expenses

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

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

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

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

How to benefit from the cover:

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

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

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

Arbitration clause

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

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

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

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

Conflicts of interest

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

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

8.4.1. PURPOSE OF THE COVER

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

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

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

This benefit does not in any way replace home insurance and is not an exemption from local compulsory insurance schemes.

8.4.2. LIMITATIONS ON COVER

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

How to benefit from the cover:

As soon as *You* become aware of any circumstances that may give rise to a *Claim* under the plan, *You* must inform the insurer, using the following address France.DeclarationsRC@Chubb.com, within a period of no more than 15 days. Details of the circumstances surrounding the *Claim* and their consequences should also be provided.

8.5. PERSONAL ACCIDENT:

8.5.1. ACCIDENTAL DEATH

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

Attribution of benefits

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

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

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

How to benefit from the cover:

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

- an extract of the death certificate;

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

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

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

On receipt of all of the documents making up the file and if a reimbursement is due, *We* will pay out the fixed sum within thirty (30) days. If payment is not made by this deadline, any unpaid fixed sum will bear interest in accordance with the legislation in force.

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

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

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

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

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

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

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

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

How to benefit from the cover:

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

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

8.6. DELAYED DEPARTURE:

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

Cover applies:

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

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

How to make a claim:

You must inform the insurer, using the following website <https://www.chubbclaims.com/ace/fr-fr>, **within 5 working days** of the date of the insured event. *You* must include the following information:

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

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

8.7. BAGGAGE:

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

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

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

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

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

How to benefit from the cover:

You must declare the *Claim* to the insurer, using the following website <https://www.chubbclaims.com/ace/fr-fr>, within **5 working days** of the loss or damage. After this period, the insurer reserves the right to deny cover.

You will be provided with a list of the supporting documents required.

9. WHAT IS NOT COVERED BY YOUR POLICY

9.1. EXCLUSIONS FROM MEDICAL EXPENSES COVER:

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

- any costs incurred for treatment or procedures prescribed before the *Effective date* of the policy and after it has come to an end, or during *Waiting period*;
- *Pre-existing medical conditions*: any *Illness*, condition or injury, or symptoms related to these, which occurred before the date of enrolment in the plan, of which the *Insured* or their dependants were aware, or could reasonably have been aware;
- any medical and surgical expenditure incurred in a preventive capacity, and the consequences thereof;
- the consequences of any medical condition or infirmity which occurred prior to the date of signing the Application form;
- any medical and surgical expenditure not prescribed by a qualified *Medical authority* and/or which is not recognised in the country where the treatment is provided;
- the cost of over-the-counter pharmacy items, cosmetics, personal care products, sunscreens and/or moisturisers, make-up, beauty treatments and comfortcare, vitamins and minerals, food supplements, dietetic products, baby foods and mineral water;
- pedicure;
- alternative or complementary medicine;
- medical auxiliaries other than physiotherapists and nurses following a *Reported accident*;
- occupational therapy, logopedics and the treatment of psychomotor disorders;
- psychologist consultations;
- dental implants, periodontics and all orthodontic treatment;
- surgery on or extraction of wisdom teeth;
- any non-emergency dental treatment such as: routine dental examinations, scaling, pre-existing conditions including tooth decay/cavities, reconstruction, crowns and/or repair of crowns or any other treatment not required for pain relief;
- the cost of dentures, eye-care and other prostheses unless the costs are the result of a *Reported accident*;
- pre-natal classes;
- thalassotherapy and thermal cures;
- the cost of vaccination;
- care, examinations and treatment of the skin (skin cancer treatment is covered);
- surgery on the temporo-mandibular joint;
- attention deficit disorder with or without hyperactivity;
- the treatment of eating disorders;
- any cosmetic treatment, anti-ageing cures, weight-loss and weight gain treatments;
- any treatment related to infertility, fertility or contraception;
- medicines and treatments to support smoking cessation;
- laser eye surgery (including the correction of myopia) and the treatment of cataracts;
- the cost of sourcing and transporting organs for transplant;
- preventive treatments;
- health checks, routine tests and check-ups;
- treatment not recognised by the *Medical authorities* of the country in which it is dispensed;
- experimental treatment;

- *Hospitalisation* for any purpose whatsoever, which was already scheduled at the time of application for the insurance or within 12 months of the policy *Effective date*;
- supplies which are not essential to the diagnosis or treatment of the *Illness*;
- costs that could have been incurred by the *Insured* on their return to their *Country of nationality*;
- related expenses, such as telephone charges in the event of *Hospitalisation* or excessive, unreasonable or unusual expenses considering the country in which they were incurred;
- transport costs other than transfer by ambulance to the nearest suitable care centre;
- stays in rest homes situated in the countryside, at the seaside, in the mountains, except after *Hospitalisation* with or without surgery;
- treatment requiring *Prior agreement*, dispensed without *Prior agreement* (in case of *Hospitalisation* without *Prior agreement*, an *Excess* of 20% will be applied to your reimbursement);
- medical *Hospitalisation* expenses or stays in sanatoriums or homes, when the hospital or medical centre treating the *Insured* is not approved by the relevant public authorities;
- thermometers and blood pressure monitors;
- medicines and treatment related to erectile dysfunction;
- the treatment of alcoholism, drug addiction or any other addiction or illness linked to such dependency;
- stays in a medical teaching institution and similar establishments;
- growth hormones;
- operations and treatments related to sex change;
- self-harm;
- any expenses not required medically.

9.2. EXCLUSIONS FROM REPATRIATION ASSISTANCE COVER:

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

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

Not covered are:

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

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

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

Cover also excludes search and rescue costs:

- resulting from the non-observance of the rules of caution dictated by the site operators and/or regulatory measures governing

the activity practised by the *Insured*;

- resulting from the practice of a professional sport, participation in an expedition or competition, unless otherwise expressly stipulated.

9.3. EXCLUSIONS WHICH APPLY TO LEGAL ASSISTANCE:

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

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

The insurer will in no circumstances cover:

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

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

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

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

9.5. EXCLUSIONS FROM PERSONAL ACCIDENT COVER:

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

- after-effects and consequences of *Illnesses*, heatstroke or other temperature-related effects (unless these are the result of a covered *Accident*), drowning is always covered;
- rupture of aneurysm, attacks of paralysis or apoplexy, angina pectoris and its consequences, all results of vascular

illnesses, hernias of all kinds, lumbago, rheumatism, varicose veins dermatosis and, regardless of the circumstances in which they appear, *Accidents* that result from a pathological condition of the victim.

9.6. EXCLUSIONS FROM BAGGAGE COVER:

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

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

9.7. EXCLUSIONS COMMON TO ALL COVER:

All cover excludes the results and consequences of:

- intentional acts by the *Member* or the *Insured* and/or infractions of the law of the country where the *Insured* is travelling;
- civil or foreign wars, riots, insurrections, strikes, piracy or sabotage, voluntary participation in fights or popular movements, regardless of location and protagonists (except in the case of legitimate self-defence);
- deliberate participation, either by the *Member* or the *Insured*, in acts of terrorism, regardless of protagonists and location of events;
- suicide or suicide attempts, the use of drugs or narcotics without a medical prescription;
- alcoholism or drunkenness of the *Insured* (alcohol level higher than that defined by the traffic law applicable on the day of the Claim in the country where the incident took place);
- road traffic *Accidents* involving two-wheeled vehicles if the *Insured* was not wearing a helmet;
- the direct or indirect effects of changes in atomic structure, climatic events such as storms or hurricanes, earthquakes, flooding, tsunami or other cataclysms, unless included in compensation for natural disaster. This exclusion does not apply in the context of the Emergency return due to a terrorist attack or natural disaster benefit (8.2.12);
- *Accidents* or *Illnesses*, ailments, deformities existing prior to the *Effective date* of cover that are liable to recur or develop, and congenital *Illnesses* or deformities;
- sailing or pleasure boating on the high seas (more than 200 nautical miles);
- hunting;
- the practice of dangerous sports such as: ULM, hang gliding, paragliding, auto racing, motorcycle racing or karting, parachuting, mountaineering, climbing (other than on artificial climbing walls), rock climbing, underwater diving unless breath-hold diving to a depth of less than 50 meters, spelunking, skeleton, ski jumping, bobsledding, bungee jumping, rafting, canyoning, hot air ballooning, jet skiing, kitesurfing, free-running, parkour, ice hockey, speed riding, base jump, sky-surfing, freefall, hiking / trek requiring the use of rope / ice-ax / cleats, airballooning, jet-skiing, self-defence and combat sports and the following sports practised off piste: downhill skiing, cross-country skiing, sledding and snowboarding;
- practice of a sport in a professional capacity;
- participation in any sport competition or training, practice of sport within a club or federation;
- participation in sports studies curriculums and programs;
- participation in a professional capacity in any competitive sport or training, the practice of a sport in a professional capacity within a club or federation;
- any sport requiring the use of any kind of land, sea or air engine;
- any sporting activity involving the use or presence of an animal such as horse riding, horse riding competitions or bullfighting;
- air navigation *Accidents* unless the *Insured* is simply a passenger aboard an aircraft for which the owner and the pilot have all required permits and licenses;
- carrying out all professional activity on an oil rig.

10. GENERAL PROVISIONS

10.1. WHO INSURES YOUR POLICY?

This policy is effected by "l'Association des Assurés APRIL" (regulated by the Associations French Act of 1901, located 114 boulevard Vivier Merle, 69439, Lyon Cedex 3, FRANCE, whose purpose is to study, effect and promote, to the benefit of its members, all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and are available appended to the General Conditions;

for medical expenses and Personal accident cover:

optional group insurance plans with Groupama Gan Vie (plan numbers 219/684930/00000, 219/684930/01000, 219/684931/00000 and 219/684931/01000), a public limited company with fully paid capital of €413,036,043 registered with Companies House in Paris under number 340 427 616 (APE code: 6511Z), located at 8-10, rue d'Astorg, 75383 Paris Cedex 8, FRANCE;

for repatriation assistance and delayed departure cover:

optional group insurance plan with Chubb European Group SE (plan number n°FRBBBA07289), a company regulated by the French Insurance Code, with fully paid capital of €896,176,662, located La Tour Carpe Diem, 31 place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Registered with Companies House in Nanterre under number 450 327 374 (APE code: 660 E). The assistance services are provided by Europ Assistance.

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

The Personal liability private capacity, internships and tenant's liability and baggage benefits are insured by Chubb European Group SE (plan number n°FRBOPA10169), a company regulated by the French Insurance Code, with fully paid capital of €896,176,662, located La Tour Carpe Diem, 31 place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Registered with Companies House in Nanterre under number 450 327 374 (APE code: 660 E).

The administration of these plans is delegated to APRIL International Care France, a French simplified joint-stock company (S.A.S.) with capital of €200,000, an insurance broker and administration company registered with Companies House in Paris under number 309 707 727, and with ORIAS under number 07 008 000 (www.orias.fr) located at 14 rue Gerty Archimède, 75012 Paris, FRANCE.

Enforcement of the economic and social sanctions:

If the benefit or the payment of the indemnity or the loss provided by these policy violates the resolutions of the United Nations or the sanctions, laws or commercial and trade rules of the European Union, the United Kingdom, a national legislation or the United States of America, such a benefit or such an indemnity or loss payment are null and void.

10.2. LEGAL:

The bodies responsible for regulating insurance activities are:

- for the repatriation assistance, *Personal liability* (private capacity, internships and tenant's liability), baggage insurance and delayed departure plans: CHUBB European Group SE supervised by the l'Autorité de Contrôle Prudentiel et de Résolution (ACPR), located 4 place de Budapest, 75436 Paris Cedex 09, FRANCE,
- for medical expenses, *Personal accident* and legal assistance plans: Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority) located at 4 place de Budapest, 75436 Paris Cedex 09, FRANCE.

APRIL International Care France is regulated by the Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority), located at 4 place de Budapest, 75436 Paris Cedex 09, FRANCE.

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

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

10.3. LIMITATIONS:

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

However, this period shall run:

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

The limitation period is extended to ten years in life insurance policies where the Beneficiary is another person than the Member and, in personal accident insurance policies where the Beneficiaries are the heirs of the deceased Insured.

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

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

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

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

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

10.4. SUBROGATION:

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

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

10.5. AUDIT:

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

10.6. COMPLAINTS - MEDIATION:

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

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

Address: APRIL International Care France - Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE

Email: reclamation@april-international.com

For your information, our insurance partners Groupama Gan Vie (8-10, rue d'Astorg, 75383 Paris Cedex 08, FRANCE), Chubb European Group SE, (La Tour Carpe Diem, 31, place des Corolles, Esplanade Nord, 92400 Courbevoie, FRANCE) and Solucia PJ (3, boulevard Diderot, CS 31246, 75590 Paris Cedex 12, FRANCE), have entrusted *Us* with the handling of complaints.

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

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

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

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

10.7. DATA PROTECTION AND FREEDOM OF INFORMATION:

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

To waive your policy, please use the tear-off slip below and send it to:
APRIL International Care France - Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE

CANCELLATION

Article L.112-9 of the French Insurance Code

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

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

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

Policy name: **Crystal Studies Ref Cs 2021**

Policy reference:

Date of signature of Application form: / /

Member's surname:

Member's first name:

Member's address:

Postcode: City:

Country:

Telephone: / / / / /

Name of insurance consultant:

Address of insurance consultant:

Postcode: City:

Country:

Telephone: / / / / /

Date and member's signature:

Reserved for APRIL International Care France: client reference number



april International Care

Headquarters:
14 rue Gerty Archimède - 75012 Paris - FRANCE
Tel.: +33 (0)1 73 02 93 93 - Fax: +33 (0)1 73 02 93 90
Email: info.expat@april-international.com - www.april-international.com

A French simplified joint-stock company (S.A.S.) with capital of €200,000 - RCS Paris 309 707 727
Insurance intermediary - Registered with ORIAS under number 07 008 000 (www.orias.fr)
Prudential Supervision and Resolution Authority - 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 - FRANCE
NAF6622Z - VAT registration number : FR60309707727



Insurance made easy.

STATUTES

ASSOCIATION DES ASSURES APRIL

Updated 17th April 2018

CONTENTS

TITLE 1 – CREATION – PURPOSE – HEADQUARTERS – DURATION	p.2
TITLE II – MEMBERS AND CONDITIONS OF MEMBERSHIP	p.3
TITLE III – LIABILITY OF AND ENFORCEABILITY ON MEMBERS	p.4
TITLE IV – RESOURCES – EXPENSES	p.4
TITLE V – SOCIAL OUTREACH	p.5
TITLE VI – ADMINISTRATION AND OPERATION	p.5



TITLE I – CREATION – PURPOSE – HEADQUARTERS – DURATION

Article 1. CREATION AND NAME

An Association named the “Association des Assurés APRIL”, or abbreviated to Association 3A, was founded by private deed in Lyon on 1st January 1984. It is governed by the French Act of 1st July 1901 and the Decree of 16th August 1901.

It is a non-profit association.

On 27th April 2018 the Extraordinary General Meeting of the Association des Assurés APRIL recorded the effective completion of the merger of the Association des Assurés d’APRIL INTERNATIONAL with the Association des Assurés APRIL and the automatic dissolution without liquidation of the Association des Assurés APRIL INTERNATIONAL.

Article 2. PURPOSE

The purpose of this Association is:

- to study, research, arrange and develop all types of insurance and assistance products and services, particularly in the field of death & disability, health and retirement, in order to optimise for its Members, the purchase of supplementary or additional voluntary benefits, or benefits from the 1st euro, as required in addition to the benefits provided by the mandatory schemes, in particular by the signing of group insurance contracts with optional or compulsory membership;
- to raise awareness amongst its Members of the essential aspects of prevention in order to enable them to take care of their health on the one hand and, on the other hand, to obtain preferential terms from insurance companies which take into account the responsible behaviour of its Members in matters of health;
- to carry out statistical studies and analyses on the day-to-day behaviour of its Members in the field of health and personal risk insurance;
- to implement actions in respect of prevention, support and assistance to the Insured through an Outreach Fund.

Article 3. HEAD OFFICE

The head office is located in the 3rd district of Lyon at 114 boulevard Marius Vivier Merle.

It may be transferred by decision of the Board which has the power to amend the statutes for this purpose.



Article 4. DURATION

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

TITLE II – MEMBERS AND CONDITIONS OF MEMBERSHIP

Article 5. COMPOSITION

The Association is made up of Members broken down into:

- Members;
- Members with non-salaried status;
- Group Members (companies, organisations or other legal entities) who have signed up to one of the agreements entered into by the Association on behalf of their employees.

To be a Member of the Association, you must be covered by the insurance under one of the agreements entered into by the Association and have paid the membership fee.

Member status is acquired from the date of receipt of the application for membership and payment of the membership fee, subject to acceptance of membership of the insurance agreement by the insurer. If the application for membership is not accepted, the membership fee will be refunded no later than thirty days after notification of refusal by the insurer.

The following are also Members, but without voting rights, by decision of the Board:

- Persons or legal entities that serve or have served the Association with distinction. They are known as honorary members or members of honour;
- Persons or legal entities that have made a donation or bequest to the Association. They are known as supporting members.

Article 6. LOSS OF MEMBERSHIP STATUS

Membership is lost in the following cases:

- death, disappearance or absence for individuals;
- voluntary or legal liquidation or dissolution for legal entities;
- expulsion decided by the Board for breaches of these statutes or if conduct is found to conflict with the financial and moral interests of the Association;

- loss of insured status under one of the agreements entered into by the Association (termination, disenrollment or cancellation);

- resignation submitted to the Chairman at the Association's registered office by registered letter with proof of receipt. A copy of the letter issued by the administrator of the plan(s) confirming the termination of their insurance must be enclosed with this letter; these terminations must meet the conditions stipulated in the information notice(s) serving as the general conditions of the plan(s).

In all cases, any membership fees charged for the year in which the loss of membership status occurs will be retained by the Association.

TITLE III – LIABILITY OF AND ENFORCEABILITY ON MEMBERS

Article 7. LIABILITY OF MEMBERS

Members who have signed up to the agreements entered into by the Association are in no way personally liable for commitments made by the Association with liability being limited to the assets of the Association.

Article 8. ENFORCEABILITY ON MEMBERS

Any membership of the Association falls within the framework of the insurance agreements entered into by the Association and the insurers. The content of these agreements, in particular the conditions and consequences of termination of the agreements by the Association or the insurer, is given to Members when they join the Association and the plan in the form of an information notice serving as the general conditions.

TITLE IV – RESOURCES - EXPENSES

Article 9. ASSOCIATION RESOURCES

The Association's resources are made up of:

- the membership fees paid by Members;
- income from its property;
- sums received in return for services provided by the Association;
- grants or payments authorised by law;
- any other resources not prohibited by law.

Article 10. EXPENSES

The expenses of the Association consist of all sums necessary for its operation and representation. They are ordered by the Board or by any other person appointed by the Board for this purpose.

TITLE V – SOCIAL OUTREACH

Article 11. OUTREACH FUND

An Outreach Fund has been created for the purpose of financing support and assistance to Members.

The amount allocated annually to the Outreach Fund is decided by the Board which sets out the guidelines, missions and operating rules.

The various Outreach Actions carried out by the Association and their conditions of access and award are set out in the Association Rules and Regulations.

TITLE VI – ADMINISTRATION AND OPERATION

Article 12. BOARD OF DIRECTORS

1. Composition

The Association is managed by a Board of Directors consisting of a minimum of six (6) members and a maximum of fifteen (15) members appointed for six (6) years. The members of the Board of Directors are appointed by the General Assembly and are chosen from among the Members of the Association.

More than half of the Board members must be Members who do not hold, or have not held in the two years preceding their appointment, any interest or office in the insurance companies having signed the insurance agreements entered into by the Association and who do not receive or have not received, during the same period, any remuneration from these same insurers.

Any current Directors who take up office in, or receive any remuneration whatsoever from, one of the insurance companies having signed an insurance agreement with the Association agree to immediately notify the Chairman by registered letter with proof of receipt.

If this declaration were to reduce the number of Directors who do not, or did not during the two years preceding their appointment, hold any interest or office in the insurance organisations having signed the insurance agreements entered into by the Association and who do not or did not during the same period receive any remuneration from these insurance companies, to less than 51%, the Director in question will automatically forfeit



his or her role as Director and will be replaced in accordance with article 12 of the statutes. In the event of a vacancy arising due to a death, a resignation, a Board member reaching the upper age limit or any other cause, the Board will provisionally replace these members. They will be permanently replaced at the next General Assembly. The term of office of any member elected in this way will come to an end when the term of office of the member they replaced would normally have expired.

If they are not ratified, the deliberations and actions of the Board during the period since the provisional appointment will nonetheless remain valid.

A third of the Board is renewed every 2 years. Outgoing members are eligible for re-election. The order of outgoing members is determined by the length of their term of office.

Any person aged 18 or over on the day of the election who is a Member of the Association and has paid the membership fee is eligible for Board membership.

The age limit for the position of Director is 70. If this age is reached during the term of office, the term of office will automatically end on the Director's anniversary date.

Any new application must be brought to the attention of the Chairman of the Board by registered letter received at least thirty days before the date of the General Assembly, together with:

- a copy of an identity document;
- a sworn declaration that no criminal convictions are held or no measures referred to in paragraphs 1 to 5 of Article L322-2 of the French Insurance Code apply;
- a certificate indicating the existence or absence of any office held with or remuneration received from any of the insurance organisations having signed an insurance agreement with the Association.

No-one can be a member of the Board of the Association, either directly or indirectly or by proxy, or administer, direct or manage the Association in any capacity whatsoever, or have the authority to sign on behalf of the Association if he or she has held any of the convictions or been subject to any of the measures referred to in paragraphs 1 to 5 of Article L322-2 of the French Insurance Code.

Each year the Board elects an executive committee by secret ballot of its members by a majority vote. This executive committee consists of a Chairman, a Vice-Chairman, a Secretary, a Treasurer and any deputies. Outgoing members of the executive committee are eligible for re-election. The Board may be assisted by any person it deems useful, whether or not they are members of the Association.



2. Board meetings

The Board meets as often as the interests of the Association require when convened by the Chairman. The Board may be convened by any means at his or her convenience.

The deliberations of the Board are minuted and recorded in a register signed by the Chairman and at least one Director.

The Board will be valid only if more than half of the Directors are present.

Decisions of the Board are taken by a majority of the Directors present. In the event of a tie, the Chairman has the casting vote. Only items on the agenda may be put to a vote.

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

3. Remuneration

Directorships are not remunerated. However, expenses and disbursements incurred in the performance of their duties are reimbursed on the basis of documentary evidence. The financial report presented at the Ordinary General Assembly must state the amount of expenses and disbursements reimbursed to Directors.

4. Powers

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

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

5. Functions and powers of the Chairman – Functions of the Secretary and the Treasurer

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

1. The **Chairman** directs the work of the Board and is responsible for the running of the Association. He or she is the Association's representative in legal proceedings and in all civil acts. He or she has full authority in this respect. He or she may delegate his or her authority to another Director. In his or her absence, the Vice-Chairman will deputise.
2. The **Secretary** is responsible for correspondence, in particular for sending out the various notices to attend meetings. He or she drafts the minutes of proceedings and transcribes them in the records and carries out all formalities required by law.
3. The **Treasurer** is responsible for managing the Association's assets and accounts. He or she collects revenue and makes payments under the supervision of the Chairman. He or she submits an annual administration report to the General Assembly in order that it may rule on the accounts.



The duties of the members of the Executive Committee may not be remunerated in any form whatsoever.

Article 13. GENERAL ASSEMBLIES

1. General Assemblies

1.1. Ordinary General Assembly

At least once a year, Members are invited to attend the Ordinary General Assembly in accordance with the procedure described above.

The General Assembly hears:

- the management report prepared by the Board covering the operation of insurance agreements entered into by the Association. This report is made available to Members who request it;
- the auditor's reports;
- the chairman's report;
- the financial report.

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

It provides for the renewal of Board members under the conditions set out in Article 12 of these statutes.

1.2. Extraordinary General Assembly

Extraordinary General Assemblies are convened under the conditions set out above.

The Extraordinary General Assembly rules on matters within its exclusive jurisdiction: amendments to the statutes and mergers or dissolutions.

2. Notices to attend

2.1. Notices to attend the Ordinary and Extraordinary General Assemblies

Members of the Association, as defined in article 5 who are members on the day of the decision to issue notices to attend and who have paid their membership fee, meet at least once a year at the Ordinary General Assembly and as required at an Extraordinary General Assembly.

Meetings of Ordinary General Assemblies and Extraordinary General Assemblies consist of all Members of the Association who have paid their membership fee.



The invitation is personal and is valid if extended by the Board:

- either by letter or email sent at least sixty calendar days before the date of the General Assembly;
- or by an announcement in a publication sent out to all Members.

General Assemblies are convened by the Chairman of the Association or, for Extraordinary General Assemblies, at the request of at least 10% of Members. In this case, notices to attend the Extraordinary General Assembly must be sent out within eight days of filing the request and the Extraordinary General Assembly must be held within thirty days of these notices being sent out.

Notices to attend must specify the date, time, place and agenda planned and drawn up by the Board.

Draft resolutions signed by at least one hundred Members are also included on the agenda, if they are sent by registered letter to the Chairman of the Board at least forty-five days before the date set for the General Assembly.

Only resolutions passed by the General Assembly on items on the agenda will be considered valid.

Notices to attend must also state that, in the absence of a quorum, they serve as notices to attend a second General Assembly.

3. Voting rights

3.1. Voting rights at Ordinary and Extraordinary General Assemblies

Each Member of the Association has voting rights and one vote at Ordinary and Extraordinary General Assemblies.

Legal entity members of the Association are represented by their legal representative.

Each individual Member has the right to name another Member or his or her spouse as their proxy. A single Member cannot hold more than 5% of voting rights. The proxy vote applies to only one General Assembly, or two if a quorum is not reached at the first meeting, or if two Assemblies – one Ordinary and one Extraordinary – are held on the same day.



Blank proxy forms returned to the Association are allocated to the Chairman or to his or her delegate on the Board and enable a vote to be held on the adoption of draft resolutions presented or approved by the Board.

3.1.1. Ordinary General Assembly

Decisions of the Ordinary General Assembly are adopted by a majority vote.

All decisions are taken by a show of hands.

However, if at least a quarter of Members in attendance make the request, votes can be cast by secret ballot.

For the election of Board members, a secret ballot is compulsory.

3.1.1. Extraordinary General Assembly

Decisions of the Extraordinary General Assembly must be taken by a two-thirds majority of Members in attendance or represented.

Votes are held by a show of hands unless at least a quarter of Members in attendance request voting by secret ballot.

4. Meetings of the Assemblies

Assemblies are chaired by the Chairman of the Association who may delegate his or her duties to the Vice-Chairman or to another Director.

Proceedings are recorded in the minutes, entered in a special register and signed by the Chairman and the Secretary. The minutes are available at the Association headquarters.

An attendance sheet is completed and certified by the Chairman and the Secretary.

All Members, including those who are absent, are bound by the decisions of the General Assembly within the limits of the powers conferred by these statutes.

4.1. Meetings of the Ordinary and Extraordinary General Assemblies

Ordinary and Extraordinary General Assemblies cannot validly deliberate unless at least one thousand Members are present or represented. If, at the first meeting, the General Assembly does not reach a quorum, a second meeting of the General Assembly is convened. The meeting can then deliberate validly regardless of the number of Members present or represented.

If a quorum is not reached, the second General Assembly may be held following the first with the same agenda.

By decision of the Chairman, the Ordinary and Extraordinary General Assemblies may be held remotely using electronic voting.



Article 14. ASSOCIATION RULES AND REGULATIONS

Association rules and regulations may be drawn up by the Board of Directors to supplement the statutory provisions.

Article 15. DISSOLUTION – MERGER – TRANSFER OF ASSETS

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

In accordance with Article L140-6 of the French Insurance Code, in the event of the liquidation or dissolution of the Association, memberships of group insurance agreements which are active on the date of the dissolution or liquidation will continue as of right.

Article 16. LANGUAGE

These statutes are in French. If they are translated into other languages, only the French version is binding.

Pierre-Henry MICHAUD
Chairman



Jean-Louis FAVROT
Secretary

