



# Expatriate Student

General conditions 2021-2022

Ref: ExS Cov

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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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### **NB:**

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

## 1. DEFINITIONS

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

### 1.1. DEFINITIONS WHICH APPLY TO ALL COVER UNDER THE POLICY:

- A ACCIDENT:** any physical injury not intended by the victim, which is the result of a sudden action with an external cause. Pursuant to Article L.1315 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between the *Accident* and the costs incurred.
- C CLAIM:** event, illness or *Accident* giving rise to payment during the life of the policy.  
**COUNTRY OF NATIONALITY:** the country shown on your passport or on any other official identity document under the heading "nationality".  
**COUNTRY OF DESTINATION:** main country of residence during your stay *Abroad*.
- D DEPENDENT CHILD:** dependent child for tax purposes under the age of 18 inclusive.
- E EFFECTIVE DATE:** date on which the policy takes effect. It is specified on the *Insurance certificate*.  
**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.
- I INSURANCE CERTIFICATE:** document serving as proof of insurance, which *We* issue to the *Member* confirming their cover under the Expat Student policy and specifying the *Insured*, the *Effective date* and the cover selected. The *Insurance certificate* reflects the special conditions of the policy.  
**INSURANCE YEAR:** period of twelve consecutive months that separates the two anniversary dates of the *Effective date* of the policy.  
**INSURED, "YOU":** all individuals covered under this policy. That is, *You* and the members of your family who meet the conditions of insurance. They are specified on the *Insurance certificate*. The members of your family are your *Spouse* and *Dependent children*.
- M MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.  
**MEMBER:** individual or company who is a member of this group plan effected by "l'Association des Assurés d'APRIL International" and who pays the *Premium*.
- P PRE-EXISTING CONDITION:** a medical condition that has manifested itself before the date of signature of your Application form (including your Health questionnaire). A *Pre-existing condition* is defined as any illness of this type of which *You* were aware or of which *You* could reasonably have been aware when *You* purchased this insurance.  
**PREMIUM:** sum paid by the *Member* in exchange for the cover granted by the insurer.  
**PRINCIPAL INSURED, "YOU":** individual accepted by the insurer and to whom cover under the policy applies.  
**PUPIL / STUDENT:** an individual enrolled in an educational establishment in their *Country of destination* who is in possession of a student card or can produce a certificate of attendance at school or university.
- R 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*.
- S SPOUSE:** husband or wife of the *Principal insured*, from whom they are neither divorced nor legally separated, or the partner of the *Principal insured* by means of a Civil Partnership (Article 515-1 of the French Civil Code) in force on the date of the *Claim*. The *Principal insured's* de facto spouse will be considered to be a *Spouse* if documentary proof is provided. The *Spouse* also has to reside outside their *Country of nationality* for the duration of the contract.  
**SUDDEN ILLNESS:** any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.
- U US/WE:** APRIL International Care France.

### 1.2. DEFINITIONS WHICH APPLY SPECIFICALLY TO MEDICAL EXPENSES COVER:

- A ACTUAL COSTS:** total medical expenses charged to *You*.
- C COMPLICATIONS OF PREGNANCY AND CHILDBIRTH:** these are complications that arise during the prenatal period of pregnancy and, in this context, will be covered in the following cases: ectopic pregnancy, gestational diabetes, pre-eclampsia, miscarriage, risk of miscarriage and stillbirth or hydatidiform mole. The following pathologies are also covered if they appear during childbirth and require an obstetric procedure: postpartum haemorrhage and retained placenta.  
**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.
- D DAILY HOSPITAL CHARGE:** portion of daily hospital charges in France not covered by French Social security.  
**DAY HOSPITALISATION:** hospitalisation of less than 24 hours where *You* are allocated a bed but do not stay overnight.  
**DIRECT PAYMENT OF HOSPITAL CHARGES:** *You* may be eligible for direct payment of hospital charges (*Hospitalisation* for more than 24 hours or *Day hospitalisation*) 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.
- H HOSPITALISATION:** stay of more than 24 hours (with or without surgery) in a public or private hospital as a result of illness or *Accident*.

- P 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.  
**REQUEST FOR PRIOR AGREEMENT:** form completed by your doctor allowing *You* to obtain our *Prior agreement* before commencing certain procedures or treatments.
- V VACCINES COVERED UNDER THE POLICY:** Cholera, Covid-19, Hepatitis A, Hepatitis B, Hepatitis C, Japanese encephalitis, Leptospirosis, Meningitis, Rabies, Rotavirus (gastro-enteritis), Tick-borne encephalitis, Tuberculosis, Typhoid fever and Yellow fever.
- W WAITING PERIOD:** period defined under the policy during which no *Claims* will be paid. The *Waiting period* begins on the *Effective date* of the policy, mentioned on the *Insurance certificate*.

### 1.3. DEFINITIONS WHICH APPLY SPECIFICALLY TO REPATRIATION ASSISTANCE COVER:

- A ABROAD:** any country covered under the policy outside your *Country of nationality*.
- F FAMILY MEMBER:** your *Spouse*, child, brother, sister, father, mother, grands-parents, parents-in-law or your legal guardian residing in your *Country of nationality*.  
**FRIEND:** any natural person named by yourself or by one of your dependents, residing in your *Country of nationality*.
- M MEDICAL TEAM:** structure adapted to each individual case and defined by Europ Assistance's liaison doctor.
- S STABILISATION:** stabilisation of the state of health of a victim of an *Accident* or person suffering from an *Illness*.

### 1.4. DEFINITIONS WHICH APPLY SPECIFICALLY TO LEGAL ASSISTANCE COVER:

- 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.
- 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*.

### 1.5. DEFINITIONS WHICH APPLY SPECIFICALLY TO PERSONAL LIABILITY PRIVATE CAPACITY, INTERNSHIPS AND TENANT'S LIABILITY COVER:

- B BODILY INJURY:** damage causing a person physical harm.
- C CONSEQUENTIAL DAMAGE:** damage other than *Bodily injury* and *Material damage* that is the direct and immediate consequence of *Bodily injury* or *Material damage* covered under the policy.
- M MATERIAL DAMAGE:** damage causing harm to the structure or substance of the thing and resulting from an insured event.
- P PERSONAL LIABILITY:** legal obligation of all people to rectify damages they cause to others.

### 1.6. DEFINITIONS WHICH APPLY SPECIFICALLY TO PERSONAL ACCIDENT COVER:

- B BENEFICIARY:** natural person who receives *Compensation* or money from the insurer.
- C COMPENSATION:** sum paid to repair damages or injuries suffered by yourself.
- T (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 program.
- 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*.

### 1.7. DEFINITIONS WHICH APPLY SPECIFICALLY TO TUITION INSURANCE:

- E EXAMINATIONS AND ACADEMIC COMPETITIONS:** a test which a *Pupil* or *Student* takes in order to assess their skills and enable them to move up to the next level.
- F FAMILY MEMBER:** your *Spouse*, child, brother, sister, father, mother, parents-in-law or your legal guardian residing in your *Country of nationality*.
- R REPEAT YEAR:** the requirement for a *Pupil* or *Student* to repeat a year of study:
  - following *Hospitalisation* during the period of the *Examination* or *Academic Competition* or within the preceding 10 days,
  - following the accidental death of a *Family member* during the period of the *Examination* or *Academic Competition* or occurring during the 10 preceding days.
- S SCHOOL FEES:** the annual amount of enrolment fees and the cost of board or half board charged to the *Insured* or to their financial guarantor.

## 2. POLICY BENEFITS AND TERRITORIALITY

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

Membership of the plan provides You with the following cover:

- reimbursement of medical expenses from the 1<sup>st</sup> euro spent or as a top up of the French Social security,
- repatriation assistance cover,
- legal assistance,
- *Personal liability*: private capacity, internships and tenant's liability,
- *Personal accident*,
- tuition insurance.

### 2.2. WHERE ARE YOU COVERED?

There are three zones of cover available depending on your *Country of destination*:

**Zone 0:** Mexico and the United States

**Zone 1:** Canada, China, Hong Kong, Singapore, Switzerland, and United Kingdom.

**Zone 2:** All countries not listed in zone 0 and 1.

You are covered in the pricing zone which includes your *Country of destination*.

**In pricing zone 0:** You are covered for a year at a time worldwide, including in your *Country of nationality* during temporary return visits of less than 90 consecutive days between two stays in the *Country of destination*.

**In pricing zone 1:** You are covered for a year at a time in the countries of zones 1 and 2, including in your *Country of nationality* for temporary return visits of less than 90 consecutive days between two stays in the *Country of destination*. You are covered in pricing zone 0 only in the event of *Accidents* and *Sudden illnesses* during temporary visits of less than 90 consecutive days between two stays in the *Country of destination*.

**In pricing zone 2:** You are covered for a year at a time in the countries of zone 2, including in your *Country of nationality* for temporary return visits of less than 90 consecutive days between two stays in the *Country of destination*. You are covered in pricing zones 0 and 1 only in the event of *Accidents* and *Sudden illnesses* during temporary visits of less than 90 consecutive days between two stays in the *Country of destination*.

For CFE (Caisse des Français de l'Étranger) or French Social Security top-up cover, be a member of the CFE and be covered under this scheme for illness/maternity or be covered by French Social Security (or an equivalent French scheme) for the duration of the plan.

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

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

## 3. WHO IS COVERED BY THE POLICY?

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

- have between 12 and 40 years of age during the entire period of cover;
- reside outside of your *Country of nationality* for the duration of the policy;
- be a *Student* or *Pupil* status for the entire duration of the policy or be living with a host family on an au pair placement;
- produce a photocopy of your current student card or certificate of attendance at school or university before 31<sup>st</sup> October of each *Insurance year* or a copy of the contract with the host family for au pair placements;
- have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of six months before the *Effective date* of cover.

For CFE (Caisse des Français de l'Étranger) or French Social Security top-up cover, be a member of the CFE and be covered under this scheme for illness/maternity and by the CFE's occupational accidents scheme or be covered by French Social Security (or an equivalent French scheme) for the duration of the plan

**Members of your family can also be covered under this policy (if they are listed on your *Insurance certificate*), providing the aforementioned conditions are met, namely:**

- your *Spouse*, if they also have *Student* or *Pupil* or au pair status, are themselves living outside their *Country of nationality* for the entire duration of the policy and are legally adult,
- your *Dependent children*.

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

Cover is subject to our medical approval. We reserve the right to request additional medical information based on the responses given in the Health questionnaire.

If You (or one of your family members) present an aggravated risk, We can either accept your application under special conditions or reject it.

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

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

Your membership of the Insurance Agreement is subject to prior acceptance by APRIL International Care France. Your date of enrolment corresponds to the benefits effective date which *You* specified in your application form. It can be no earlier than the 16<sup>th</sup> of the month or the 1<sup>st</sup> of the month following receipt of the completed and signed Application form, subject to the suspensive condition of payment of the first *Premium*.

If your application requires a medical review, your policy will begin at the earliest on the 1<sup>st</sup> or 16<sup>th</sup> of the month following your medical approval. If you have opted for cover as a top-up to the CFE or French Social Security, your cover is subject to you being eligible for benefits from your basic scheme.

This date is shown on the Insurance certificate which can be accessed securely in your Customer Zone.

### 4.2. WAITING PERIODS WHICH APPLY TO YOUR POLICY:

The benefits take effect for each of the *Insured* on the *Effective date* of the policy subject to the application of a 10-month *Waiting period* for maternity-related costs covered under healthcare.

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

### 4.3. DURATION OF COVER AND RENEWING YOUR POLICY:

Membership of this policy is effective for a period ending each year on the 30<sup>th</sup> of September. It is renewed automatically on 1<sup>st</sup> October of each year for a period of one year and for as long as the plans remain in force, provided that *You* and each member of your family meet the conditions of insurance (see paragraph 4).

The maximum duration of cover is 6 years.

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

- a) if the *Member* cancels at the annual renewal date of 30/09 by registered letter at least 2 months before this date (sent before the 31/07).
- b) if the *Premium* is not paid (see paragraph 6.3);
- c) 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*);
- d) when *You* no longer meet the conditions of insurance (see paragraph 4);
- e) after 6 years of insurance;
- f) in the event of termination by the *Member*, at any time after twelve (12) months of membership. Your termination will take effect one month from the date of receipt of your notification and should be sent to APRIL International Care France:
  - by ordinary or registered mail to the following address: Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan - FRANCE
  - by using the contact form available from your Customer Zone and selecting "Ask for a termination";
  - or by email to care@april-international.com;
- g) in cas of false declaration, following information below.

In the event of termination by the insurer or the Association as per subsection c) above, the insurer agrees to maintain, at the *Member's* request, medical expenses cover equivalent to that in force on the date of termination.

#### **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 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.**

### 4.5. HOW TO CANCEL YOUR POLICY:

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

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

The following provisions under article L112-9-1 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 (on phone or Internet):**

The *Member* may cancel the contract within 14 days of entering into the insurance contract.

**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 Expat Student policy number.....  
Signed in..... on..... Signature.....".

In the event of cancellation, the *Member* is only required to pay the *Premium* corresponding to the period of exposure to the risk with this period being calculated up to the date of cancellation. We are required to reimburse the balance to the *Member* within thirty days of the date of cancellation.

## 5. PREMIUMS

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

### 5.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium* increases on 1<sup>st</sup> October of each year in line with the age of the *Insured*.

The age of the *Insured* used to calculate the first year's *Premium* is the age of the *Insured* on the *Effective date* of the policy. For each following year, the age of the *Insured* used to calculate the *Premium* is the age of the *Insured* on 1<sup>st</sup> October of that year.

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

The *Premium* is payable on an individual basis for each insured family member.

The *Premium* may increase on 1<sup>st</sup> October of each year depending on the claims history of the insured group. The composition of the group takes into account the age and the *Country of destination*.

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

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

### 5.2. PAYMENT METHODS:

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

- credit or debit card;
- bank transfer (costs of bank transfer are the responsibility of the *Member*);
- SEPA direct debit from a bank account in France, Monaco or Germany.

Payment in monthly instalments is only available by SEPA direct debit.

### 5.3. 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 year is immediately payable under the French Insurance Code.

Please note that failure to pay the *Premium* and the subsequent termination of the policy does not cancel the debt. We will take appropriate action to obtain payment of the *Premium* due and will have recourse to a debt recovery firm specialising in international debts.

The *Member* is liable for any administration charges incurred as a result of any action taken by *Us* or by our service providers. If the amount stated on the letter of formal notice is paid after suspension of the policy but before termination, the policy will be revived at noon on the day after the *Premium* is paid.

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

## 6. HOW TO AMEND YOUR POLICY

### 6.1. HOW TO AMEND YOUR POLICY:

Any changes to your insurance cover are subject to the prior agreement of the insurers. If approved, they will take effect no earlier than the first of the month following receipt of the request to make the change.

Our Customer Service can be contacted on tel: +33 (0)173 02 93 93 or by email: customerservice.expats@april-international.com. In case You change your *Country of destination*, please send Us the school attendance certificate issued by your new educational establishment, or a copy of the new contract with the host family for au pair placements.

In case You change your type of Cover (1<sup>st</sup> €/CFE or French Social Security top-up), You may have to complete and sign a new Health questionnaire.

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

### 6.2. 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 most recent place of residence figuring in our records will take effect**) as well as in case of occupational change.

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

### Double insurance:

**Reimbursements received from the insurer, from any national health service scheme and from any other organisation cannot be higher than the amount of expenses actually incurred. Double insurance operates within the limits of each type of cover regardless of the date of commencement of cover. Within these limits You can claim reimbursement from the provider of your choice.**

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

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

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

### 7.1. 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.**

#### 7.1.1. TYPE AND LEVEL OF REIMBURSEMENT

2 options are offered to You:

- **Option 1:** cover from the 1<sup>st</sup> euro spent,
- **Option 2:** CFE or Social Security top-up cover.

**For Option 1**, the reimbursement of medical expenses is guaranteed for all medically required treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority*.

**For Option 2**, the reimbursement of medical expenses is guaranteed for all medically required treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority* and that are covered by the CFE or French Social Security (unless otherwise specified in the benefits schedule).

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

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

For option 2 (CFE or French Social Security top-up), benefits are expressed including reimbursement by CFE or Social Security. We supplement after intervention of the local scheme.

### **Benefits overall limits:**

The cumulative amount of reimbursements made by the insurer is limited per *Insured* and per *Insurance year* to the amount indicated in the benefits schedule (less any compensation or benefit of the same kind paid by the CFE or Social Security in the event of choice of Option 2).



## 7.1.2. WHAT TO DO IF YOU ARE HOSPITALISED

### **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 your Easy Claim app or by calling +33 (0)1 73 02 93 99 or emailing [info.expat@april-international.com](mailto:info.expat@april-international.com).

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

- by fax: +33 (0)1 73 02 93 60,
- by email: [hospitalisation.expat@april-international.com](mailto:hospitalisation.expat@april-international.com),
- by post: APRIL International 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:**

We can make a *Direct payment of your hospital charges* (including *Day hospitalisation*) 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 (Freephone),
  - from countries in Latin America, call (+1) 305 381 6977,
  - from countries in the Asia-Pacific zone, call +66 (0)2 645 3336,
  - from Middle East, Africa and Europe, call +33 (0)1 73 02 93 99,
- or fill in a request on your Easy Claim app.

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

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

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

Certain medical treatments and procedures require the *Prior agreement* of our Medical Examiner (valid for 6 months).

Before starting any treatment, You should ask the doctor prescribing the treatment to complete a *Request for prior agreement* and provide an itemised estimate.

The form *Request for prior agreement* is available on your Easy Claim app or by calling +33 (0)1 73 02 93 93 or by email at [info.expat@april-international.com](mailto:info.expat@april-international.com).

#### **The following require Prior agreement:**

- *Hospitalisation*,
- physiotherapy treatments and nursing care, if more than 10 sessions are prescribed per *Insurance year*.

For pregnancy, please send Us a document confirming your condition.

#### **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

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

## BENEFITS SCHEDULE

MEDICAL EXPENSES	Option 1: 1 <sup>st</sup> euro	Option 2: CFE/ French Social security top-up
<b>Maximum amount of medical expenses per Insurance year and per Insured: €1,000,000</b>		
<b>HOSPITALISATION*</b> (excluding routine healthcare and maternity)		
<ul style="list-style-type: none"> <li>- Medical or surgical <i>Hospitalisation*</i> or <i>Day hospitalisation</i>:</li> <li>- Transfer by ambulance (if <i>Hospitalisation</i> is covered by APRIL International Care)</li> <li>- Hospital room and board (including <i>Daily hospital</i> charge in France)</li> <li>- Medical and surgical fees</li> <li>- Pathology, diagnostic tests and drugs</li> <li>- Medical procedures</li> </ul>	100% of <i>Actual Costs</i>	As a top-up of the CFE/French Social Security with the same limits and percentages of reimbursement as Option 1
<i>Hospitalisation*</i> for the treatment of mental or nervous disorders	80% of <i>Actual Costs</i> , up to 20 days per year	
<i>Direct payment of hospital charges</i>	provided on request 24 hours a day, if <i>Prior agreement</i> has been obtained	provided on request 24 hours a day, if <i>Prior agreement</i> has been obtained If You chose the CFE top-up cover
Private room	100% of <i>Actual Costs</i> , up to €80 per day	
<b>ROUTINE HEALTHCARE*</b> (excluding maternity)		
Consultations and procedures carried out by GPs	100% of <i>Actual Costs</i> , (limited to €80 for each additional consultation after the first 2 per year)	
Consultations and procedures carried out by specialists	100% of <i>Actual Costs</i> , (limited to €110 for each additional consultation after the first 2 per year)	
Consultations and procedures carried out by psychiatrists	100% of <i>Actual Costs</i> , (limited to €80 and to 5 consultations per year)	
Nursing care** following <i>Hospitalisation</i> and/or a <i>Reported accident</i>	100% of <i>Actual Costs</i>	As a top-up of the CFE/French Social Security with the same limits and percentages of reimbursement as Option 1
Physiotherapy**	100% of <i>Actual Costs</i> , up to €500 per year	
Pathology, diagnostic tests, X-rays and drugs	100% of <i>Actual Costs</i>	
Dental treatment	100% of <i>Actual Costs</i> , up to €300 per year	
Prescribed glasses and contact lenses	100% of <i>Actual Costs</i> , up to €100 per year	
Vaccination package	Up to €100 per year	

\* *Hospitalisation* is always 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).

## BENEFITS SCHEDULE

MEDICAL EXPENSES	Option 1: 1 <sup>st</sup> euro	Option 2: CFE/ French Social security top-up
<b>Maximum amount of medical expenses per Insurance year and per Insured: €1,000,000</b>		
<b>MATERNITY* - Waiting period of 10 months</b> Cover valid only if your <i>Country of destination</i> is among the following: Canada, China, Hong Kong, Mexico, Singapore, Switzerland, United Kingdom and the USA.		
Direct payment of hospital charges in the event of childbirth	Provided on request 24 hours a day, if <i>Prior agreement</i> has been obtained	provided on request 24 hours a day, if <i>Prior agreement</i> has been obtained If You chose the CFE top-up cover
Childbirth: <i>Hospitalisation*</i> , private room, living expenses and medical and surgical fees	100% of <i>Actual Costs</i> , up to €7,500 per pregnancy, private room limited to €80 per day (increased to €15,000 per pregnancy in case of surgical delivery)	As a top-up of the CFE/French Social Security with the same limits and percentages of reimbursement as Option 1
Consultations, drugs, tests and pre and post natal care		
<i>Complications of pregnancy and childbirth</i>	100% of <i>Actual Costs</i>	

\* *Hospitalisation* is always 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).

### 7.1.4. HOW TO MAKE A CLAIM FOR REIMBURSEMENT UNDER THE PLAN

You must **keep your original medical bills (and other supporting documents) for a period of 2 years** from the date on which You made the claim. You may be asked to produce them when your claim is being processed.

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

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

**We may request any other supporting documentation we deem necessary to ensure your treatment is covered under this plan.**

In the event of a *Dispute* regarding the amount of payment, please notify Us within 6 months following the date on the reimbursement advice note. If You have been accepted under special conditions (medical exclusion or professional risk) the electronic transfer service will not be available.

### 7.2. 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 +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.**

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

### 7.2.1. 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 have been notified and have given their express agreement and have provided a reference number. In this case, costs will be reimbursed based on valid receipts, up to the amount that Europ Assistance would have spent if they had organised the service themselves.

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

### 7.2.2. REPATRIATION FOR MEDICAL REASONS

In the event of *Accident* or *Sudden 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.

If the Europ Assistance *Medical team* recommends that *You* are repatriated, this team will organise and carry this out, based on the medical requirements they deem appropriate.

Repatriation may be to:

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

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

### 7.2.3. PRESENCE OF A FAMILY MEMBER FOR HOSPITALISATION

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

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

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

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

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

The trip must take place within 8 days of the death or hospitalisation.

Starting from the *Effective date* of your policy, a waiting period of 6 months will apply in case of illness of your *Family member*. This cover applies when the death or hospitalisation occurs subsequent to your departure.

Europ Assistance reserves the right, prior to the provision of any service, to request proof of the covered event (hospital certificate, death certificate etc).

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

### 7.2.5. SUPPLY AND DELIVERY OF MEDICATION NOT AVAILABLE LOCALLY

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

### 8.2.6. SEARCH AND RESCUE SERVICES

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

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

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

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. *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.

#### 7.2.7. REPATRIATION OF THE BODY IN THE EVENT OF DEATH AND COST OF THE COFFIN

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

The expenses for the coffin related to transportation organised by the assistance service are covered up to **a maximum of €1,000.**

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

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

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

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

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

*You* must reimburse this payment to 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 case of conviction,
- in all cases, within three months of the date of payment.

#### 7.2.9. SENDING URGENT MESSAGES

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

The messages remain the 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.

#### 7.2.10. TRAVEL ASSISTANCE

When travelling *Abroad*, in the event of loss or theft of your personal effects (identity documents, means of payment, luggage) or travel documents and after the declaration to the competent authorities, 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.**

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

When *You* are *Abroad* or in case of medical repatriation, if *You* have serious difficulty understanding legal or administrative documents in the local language, APRIL International Assistance will organise and cover the cost of the translation of such documents in your mother tongue. Europ Assistance's cover 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.

#### 7.2.12. PRESENCE OF A FRIEND TO ACCOMPANY THE DECEASED

If the presence of a *Family member* or a *Friend* is indispensable to identify the body of the deceased *Insured* and for the formalities of repatriation or cremation, Europ Assistance provides a return economy class airline ticket or 1<sup>st</sup> class railway ticket. This benefit can only be implemented if the *Insured* was alone at the time of his death.

Europ Assistance organises local accommodation and pays for the hotel (bed and breakfast only) of a *Family member* or a *Friend* **for a maximum duration of 4 consecutive nights and up to €80 a night.**

**No other temporary accommodation arrangements will be covered.**

#### 7.2.13. RETURN AFTER STABILISATION IN YOUR COUNTRY OF DESTINATION

If following medical repatriation, *You* are able to return to your studies *Abroad*, Europ Assistance, after agreement with their *Medical team*, organises your return to your *Country of destination*. Europ Assistance bears the cost for the one-way economy class airline ticket or 1<sup>st</sup> class railway ticket.

#### 7.2.14. RETURN OF INSURED FAMILY MEMBERS

In the event of medical repatriation or repatriation of the body of the *Insured*, Europ Assistance organises the return trip to the residence of the *Family members* who are travelling with the *Insured*.

Europ Assistance bears the cost of a one-way economy class airline ticket or 1<sup>st</sup> class railway ticket unless the original return tickets can be used or changed.

#### 7.2.15. ACCOMPANYING CHILDREN

If *You* are repatriated and are unable to care for your children under the age of 18 who are also covered by the policy, Europ Assistance will provide a person of your choice with a return economy class airline ticket or a 1<sup>st</sup> class railway ticket to bring your children back to your *Country of nationality* (or country of origin if different).

#### 7.2.16. 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.**

### 7.3. LEGAL ASSISTANCE:

#### 7.3.1. LEGAL AND PREVENTION HELPLINE

A team of specialist lawyers is available to inform *You* of your rights and provide practical legal advice. *You* can also seek advice on preventive measures to safeguard your rights and interests in order to avoid a *Dispute*. *You* may consult this service regarding any area of law and obtain a response in **French, English, 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.

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

If *You* are faced with *Litigation* from an opposing *Identified third party* and if your request is legally grounded and this *Litigation* has been filed against *You* in a private capacity or as an employee, *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, internships and tenant's liability 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 etc.). 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](mailto:expat@soluciapj.fr) or by writing to Solucia PJ - 3 boulevard Diderot - CS 31246 - 75590 Paris Cedex 12 FRANCE.

If there is a delay in declaring the *Litigation* and if this delay proves to be prejudicial to the insurer, they may refuse to intervene. The *Litigation* must have occurred after the *Effective date* of cover and must be declared during the period of validity of the policy.

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

#### Arbitration clause

In the event of a dispute between *You* and the insurer, the insurer will apply Article 127- 4 of the French Insurance Code which set outs the procedure for settling a *Dispute*. *You* and the insurer may agree to appoint a third party to act as arbitrator in the dispute. If the appointment of a third party cannot be agreed mutually, the third party will be appointed by the Presiding Magistrate of a High Court, acting in chambers, the costs being paid by the insurer.

However, the Presiding Magistrate of the High Court 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 designated third party - 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 authorized 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.

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

#### 7.4.1. 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 damage caused to neighbouring apartments,
  - in the event of *Material damage* or *Bodily injury* to your guests.

This benefit does not in any way replace home insurance and does not exempt You from complying with local compulsory insurance requirements.

#### 7.4.2. LIMITATIONS ON COVER

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

#### How to benefit from the cover:

As soon as You become aware of any circumstances that may give rise to a *Claim* under the policy, You must inform the insurer, using the following address [France.DeclarationsRC@Chubb.com](mailto: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.

### 7.5. PERSONAL ACCIDENT

#### 7.5.1. 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 cosignatory 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 the following website <https://www.chubbclaims.com/ace/fr-fr/welcome.aspx>, the supporting documents required for payment, including:

- an extract of the death certificate;



- an extract of the birth certificate;
- a medical certificate from a doctor having verified the death, showing the date of death and specifying if it was due to natural causes or *Accident*;
- any document proving the identity and/or marital status;
- any document stating the cause and circumstances of the *Accident* that led to the death;
- an admission certificate issued by the hospital;
- any document that proves the existence of the *Accident* and the direct cause-and-effect link between the *Accident* and the death.

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

### 7.5.2. 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 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 make a Claim

*You* must declare the *Accident* in to the insurer, using the following website <https://www.chubbclaims.com/ace/fr-fr/welcome.aspx>, **within 30 days of the date on which it occurred**, excluding fortuitous events or cases of force majeure. The claim must include full details of the seriousness, causes and circumstances of the *Accident*. *You* must also:

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

### 7.6. TUITION INSURANCE:

The purpose of this benefit is to cover the cost of *School fees* in the event of:

- A *Pupil* or *Student* having to repeat an academic year following *Hospitalisation* on the days of the *Examination* or *Academic Competition* or occurring within the 10 days preceding the *Examination* period; this *Hospitalisation* must be for more than 3 days unless it occurs on the day before or on the day of an *Examination*;
- A *Pupil* or *Student* needing to repeat an academic year following the Accidental death of a *Family member* on the days of the *Examination* or *Academic Competition* or occurring within the 10 preceding days.

To benefit from this cover, *You* must be a *Pupil* or *Student*.

If *You* are obliged, due to the occurrence of one of the two events mentioned above, to repeat your academic year, the insurer will cover the cost of the school or university fees for the coming *Repeat year* up to a maximum of €10,000, provided that:

- *You* are unable to attend the same *Examination* or *Academic Competition* at a later session in the same academic year,
- *You* are under the age of 41 years on the date of enrolment,
- The *Repeat year* actually takes place.

*You* will be entitled to compensation only if *You* re-enrol on the same course and for the same *Examination* or *Academic Competition*.

#### How to benefit from the cover:

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

#### What documents should be submitted with your claim?

##### In the event of death of a *Family member*:

- your policy number;
- a photocopy of proof of your enrolment in your school or university;

- a medical certificate specifying the date and causes of death as well as the date of the first symptoms and details of the treatment being received on the date of death;
- a copy of the death certificate;
- in cases of accidental death, any document, particularly the police report, proving that the death was caused by an *Accident* and describing the circumstances.

**In the event of *Hospitalisation of the Pupil or Student*:**

- your policy number;
- a copy of your enrolment certificate in your school or university;
- a copy of the school records obtained since the insured event;
- a certificate from the doctor who prescribed the *Hospitalisation* describing the injuries and the circumstances of the *Accident* or the origin and nature of the *Illness* and specifying the date on which it was first observed;
- in the event of an *Accident*, any document, particularly the police report, proving that the *Hospitalisation* was the result of an *Accident* and describing the circumstances.

The insurer reserves the right, prior to payment of any compensation, to request any other supporting documentation (medical or legal reports, tax documents etc.) for the purposes of settling the claim.

In all cases, the insurer reserves the right to demand the return of any compensation paid if *You* withdraw from your studies and/ or if *You* do not attend the required *Examinations*, other than in cases of force majeure.

## 8. WHAT IS NOT COVERED BY YOUR POLICY

### 8.1. EXCLUSIONS WHICH APPLY TO THE MEDICAL EXPENSES COVER:

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

- any costs incurred for treatment or procedures prescribed before the *Effective date* of the policy or during the *Waiting periods*;
- any medical and surgical expenditure not prescribed by a qualified *Medical authority*;
- treatment requiring *Prior agreement*, dispensed without *Prior agreement* (in the event of *Hospitalisation* without *Prior agreement*, an *Excess* of 20% will be applied to your reimbursement);
- the cost of over-the-counter pharmacy items, cosmetics, personal care products, sunscreens and/or moisturisers, make-up, beauty treatments and comfort care, vitamins and minerals, food supplements, dietetic products, baby foods and mineral water;
- pedicure;
- alternative or complementary medicine;
- medical auxiliaries other than physiotherapists and nurses;
- occupational therapy, logopedics and the treatment of psychomotor disorders;
- psychologist consultations;
- psychotherapy and day patient care (consultations, medicines, diagnostic tests and laboratory tests) related to:
  - mental and behavioural disorders linked to the abuse of drugs, alcohol and other psychoactive substances;
  - phobic anxiety disorders (agoraphobia, social anxiety and panic disorder);
  - mood disorders, manic episodes, depression and bipolar disorder;
  - sleep disorders (insomnia, hypersomnia and somnambulism) and sleep-wake cycle disorder;
  - personality disorders;
- dental implants, periodontics and all orthodontic treatment;
- eye-care, unless the costs are the result of a *Reported accident*;
- prostheses, unless as part of a *Hospitalisation*;
- pre-natal classes;
- thalassotherapy and thermal cures;
- non generic medicines, when the generic form is available and may be prescribed to the *Insured*;
- homeopathy
- surgery on the temporo-mandibular joint;
- attention deficit disorder with or without hyperactivity;
- 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;
- 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 nursing homes and convalescent homes unless following *Hospitalisation* due to an *Accident*;
- 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.

If you choose option 2, all medical or surgical expenses which are not prescribed by a *Medical Authority* and not covered by the CFE or the French Social Security will be excluded.

## 8.2. EXCLUSIONS WHICH APPLY TO THE 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 visits, check-ups, or preventative screenings;
- infections or benign injuries that can be treated on site and that do not prevent the *Insured* from continuing their travel;
- convalescence, infections in the process of being treated and not yet cured and/or requiring further treatment;
- *Pre-existing conditions* which had been identified prior to departure and which were at risk of aggravation or relapse;
- infections requiring hospitalisation in the 6 months prior to departure;
- any consequences (check-ups, further treatment, recurrences) of an infection having caused repatriation;
- fertility treatments;
- pregnancy barring unforeseeable complications but in all cases:
  - pregnancy and any complications and, in all cases, after the 28<sup>th</sup> week;
  - births and post natal complications relating to newborns;
  - termination of pregnancy;
- cosmetic surgery, dermatological treatments;
- the consumption of alcohol and the consequences thereof under local legislation;
- trips undertaken for diagnosis and/or treatment;
- the consequences of the failure of, unfeasibility of, or reaction to any vaccination or treatment desired or essential for travel;
- congenital illnesses or deformities.

Not covered are:

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

The following are excluded from the search and rescue cover:

- search and rescue expenses 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*;
- search and rescue expenses resulting from the practice of a professional sport, participation in an expedition or competition, unless otherwise expressly stipulated.

### 8.3. EXCLUSIONS WHICH APPLY TO THE LEGAL ASSISTANCE COVER:

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

- *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.

### 8.4. EXCLUSIONS WHICH APPLY TO THE 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 not covered:

- 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.

### 8.5. 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.

## 8.6. EXCLUSIONS FROM THE TUITION INSURANCE:

In addition to the *Exclusions* common to all cover outlined in paragraph 9.7, *School fees* for the coming *Repeat year* are excluded from cover if:

- the *Pupil* or *Student* has the opportunity to attend the same *Examination* or *Academic Competition* at a later session in the current academic year;
- the *Hospitalisation* of the *Pupil* or *Student* is the result of an *Accident* or *Illness* for which medical treatment had been received or which required *Hospitalisation* within the six months preceding the date of purchase of the policy;
- the *Hospitalisation* of the *Pupil* or *Student* is not the result of a serious medical condition or if this *Hospitalisation* can reasonably be delayed.

## 8.7. COMMON EXCLUSIONS FOR ALL BENEFITS:

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

- intentional acts by the *Member* or the *Insured* and/or infractions of the law of the country where the *Insured* is travelling;
- civil or foreign wars, riots, insurrections, strikes, piracy or sabotage, voluntary participation in fights or popular movements, acts of terrorism regardless of location and protagonists (except in the case of legitimate self-defence);
- suicide or suicide attempts in the first year of cover, the use of drugs or narcotics without a medical prescription;
- alcoholism or drunkenness by the *Insured* (alcohol level higher than that defined by the traffic law applicable on the day of the *Claim* in the country where the incident took place);
- road traffic *Accidents* involving two-wheeled vehicles if the *Insured* was not wearing a helmet;
- direct or indirect effects of changing the structure of the atomic nucleus, climatic changes such as storms and hurricanes, earthquakes, floods, tidal waves or other disasters except in the case of indemnity for natural disasters;
- *Accidents* or *Pre-existing conditions* before the *Effective date* of the policy subject to relapses or not stabilised, congenital illnesses or deformations not declared at the time of application;
- dangerous sports such as microlighting, hang-gliding, paragliding, driving cars, motorcycles or go-karts, motor racing, parachuting, mountaineering, climbing (other than on artificial climbing walls), rock climbing, underwater diving except for free-diving up to 50 meters, caving, the skeleton, ski jumps, bobsleighting, bungee jumping, rafting, canyoning, kitesurfing, airballooning, jet-skiing, self-defence and combat sports and sports practised off piste: skiing, cross-country skiing, sledging, snowboarding;
- participation in all sports competitions and entertainment, practising sports in a club or federation in a professional capacity, as well as all sports requiring the use of a terrestrial, nautical or aerial engine;
- any sporting activity involving the use or presence of an animal such as horse riding, equestrian competitions or bullfighting;
- hunting;
- air navigation *Accidents* except if the *Insured* is an ordinary passenger and is on board a craft for which the owner and the pilot have all the appropriate authorisations and licenses;
- sailing or pleasure cruising on the high seas on a personal or professional basis (more than 200 nautical miles from land);
- carrying out all professional activity on an oil rig.

Except in application of Articles L113.8 and L113.9 of the French Insurance Code, the cover applies to the consequences of medical conditions or *Pre-existing conditions* dating before the signing of the Application form if they were declared on the Application form and are not subject to a particular exclusion of which the *Insured* had been notified by registered letter and which has been accepted by the *Insured*.

## 9. GENERAL PROVISIONS

### 9.1. WHO INSURES YOUR POLICY?

This policy is effected by "l'Association des Assurés APRIL" (regulated by the Associations Act of 1901 located 114 boulevard Vivier Merle, 69439 Lyon, Cedex 03 75011 Paris, FRANCE, whose purpose is to study, effect and promote, to the benefit of its members, all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to all insurance companies. The statutes of the Association can be downloaded at <https://www.associationdesassuresapril.fr/l-association/l-association-en-bref>):

#### **for medical expenses:**

optional group insurance plans with Axéria Prévoyance (plan number A3MCSLDFDSIE2013), a French Endowment Life Insurance company regulated by the French Insurance Code. A public limited company with fully paid capital of €31,000,000, registered with Companies House in Lyon under number 350 261 129, located at 90 avenue Félix Faure, 69439 Lyon Cedex 03, FRANCE;

#### **for repatriation assistance cover and tuition insurance:**

Optional group insurance plan with Chubb European Group SE (plan number FRBOTA11959), 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 Personal liability private capacity, internships and tenant's liability and Personal accident cover** are insured by Chubb European Group SE (contract number FRBOTA13138), 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.

#### **For Chubb contract: 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

**The legal assistance cover** is insured by Solucia PJ (contract number 10 006 609) a legal protection insurance company regulated by the French Insurance Code, registered with Companies House in Paris under number 481 997 708. Head office: 3, boulevard Diderot - CS 31246 - 75590 Paris Cedex 12 - FRANCE.

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 broking and administration company registered with Companies House in Paris under 309 707 727 and with ORIAS number 07 008 000 ([www.orias.fr](http://www.orias.fr)), located at 14 rue Gerty Archimède, 75012 Paris, FRANCE.

### 9.2. LEGAL:

The bodie responsible for regulating insurance activities is: 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 Expat Student 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.

### 9.3. LIMITATIONS:

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

However, this period shall run:

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

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

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

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period, by the appointment

of experts following a loss or if *You* or the *Beneficiary* send *Us* a registered letter with acknowledgement of receipt in respect of settlement of the claim or if *We* send *You* such a letter in respect of payment of the *Premium*.

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

- the acknowledgement by the debtor of the right of the person against whom they were seeking interruption of the period of limitation (article 2240 of the French Civil Code),
- a legal claim (articles 2241 to 2243 of the French Civil Code),
- provisional measures taken in implementation of the Code of Civil Enforcement Procedures or an act of enforcement (article 2244 of the French Civil Code),
- a summons served on one of the joint debtors by means of legal action or an act of enforcement or the acknowledgement by the debtor of the right of the person against whom they were seeking interruption of the period of limitation (Article 2245 of the French Civil Code),
- a summons served on the principal debtor or their acknowledgement in cases of limitation periods applicable to sureties (Article 2246 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.

#### 9.4. SUBROGATION:

It is stipulated that the insurer does not waive the rights and actions that he possesses by virtue of Article L121-12 of the French Insurance Code relating to the summary remedy it may seek for third party liability.

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

#### 9.5. COMPLAINTS – MEDIATION:

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

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

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

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

For your information, our insurance partners Axéria Prévoyance (90 avenue Félix Faure, 69439 Lyon, Cedex 03, 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 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).

#### 9.7. DATA PROTECTION AND FREEDOM OF INFORMATION:

The personal data collected by APRIL is essential for the processing of the application for insurance. It is governed by (EU) Data Protection Regulation No. 2016/679 of 27<sup>th</sup> April 2016. This data is processed electronically by APRIL for the purposes of studying, arranging and managing the insurance plans, the implementation of legal and/or regulatory obligations and the improvement of products and services. APRIL has also implemented a procedure to combat insurance fraud. This may result in the application of civil, financial and/or criminal sanctions and inclusion on a list of persons presenting a risk of fraud. To meet its legal obligations, APRIL has also implemented a monitoring procedure the purpose of which is to combat money laundering and the financing of terrorism, and the application of financial penalties. This data is intended for the Insurers and APRIL in their capacity as processors of the data. Depending on the purpose of the processing, it may also be passed on to their partners, subcontractors and the public authorities in accordance with the law. It is stored for the duration required for the purpose of its processing and in accordance with the statutory time limits. It may be transferred outside the European Union. These transfers are subject to data protection and security rules. Information about the transferred data and the recipients will be provided by APRIL on request from the address shown below. In accordance with (EU) Data Protection Regulation No. 2016/679 of 27<sup>th</sup> April 2016, data subjects have the right to access their personal information, have it corrected, restricted, deleted and, for legitimate reasons, opt out of this information being processed. They also have the right to portability of their data and the right to set guidelines with respect to what happens to their data after their death, except in cases where the regulations do not allow these rights to be exercised. As Caisse des Français à l’Étranger receives a certain amount of information, these persons may also at any time and in writing opt out of copies of their Statutory Scheme

statements being sent to APRIL. To exercise one or more of these rights, a copy of an identity document should be sent to the APRIL Data Protection Officer by post at the following address: APRIL International Care France, Service Courrier, 1 rue du Mont, CS 80010, 81700 Blan, FRANCE or by email to [dpo.AICF@april.com](mailto:dpo.AICF@april.com). In accordance with the provisions of Article L561-45 of the French Monetary and Financial Code, persons affected by monitoring of their data may exercise their right of access by applying to the French Data Protection Authority, Commission Nationale Informatique et Libertés - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07. Complaints relating to the processing of personal data should be made to the French Data Protection Authority, Commission Nationale Informatique et Libertés, on its website [www.cnil.fr](http://www.cnil.fr) or by post at the address shown above. In application of the provisions of Articles L223-1 onwards of the French Consumer Code, data subjects may register on the cold-calling opt-out list either by post, by writing to: OPPOSETEL - Service BLOCTEL - 6 rue Nicolas Siret - 10300 TROYES; or by visiting the OPPOSETEL website at the following address: [bloctel.gouv.fr](http://bloctel.gouv.fr). This service is free of charge. Under no circumstances does inclusion on this list prohibit the Insurers and APRIL from contacting them by telephone within the framework of existing contractual relations.



To cancel 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 L112-9 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 on which you entered into the insurance contract 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 entered into the insurance contract 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: **Expat Student Ref. ExS Cov**

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 C





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## STATUTES

### ASSOCIATION DES ASSURES APRIL

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Updated 17<sup>th</sup> April 2018

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## 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 1<sup>st</sup> January 1984. It is governed by the French Act of 1<sup>st</sup> July 1901 and the Decree of 16<sup>th</sup> August 1901.

It is a non-profit association.

On 27<sup>th</sup> 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 1<sup>st</sup> 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 3<sup>rd</sup> 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**

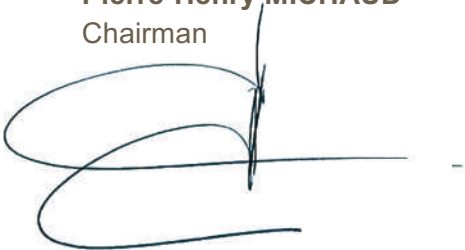
The dissolution of the Association or its merger or union with another organisation can only be approved if proposed by the Board at an Extraordinary General Assembly, in accordance with the conditions set out above.

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

