

[ LA MOBILITÉ ]  
INDIVIDUALS

# Magellan

General conditions 2012

Ref: Ma 2012



Changing the face of insurance.

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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 translation into other languages.

## 1. SERVICES AVAILABLE UNDER YOUR POLICY

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

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

To ensure that your stay in hospital is covered, please ask your doctor to complete a "Confidential medical certificate" giving the reason for your *Hospitalisation*. This form should then be sent to our Medical Examiner. For further details, see paragraph 7.1.2.

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

- from USA and Canada (toll free), call (+1) 866 299 2900,
- from other American countries (collect calls accepted), call (+1) 305 381 6977,
- from all other countries, call + 33 (0)1 73 02 93 99.

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



### 1.2. REPATRIATION ASSISTANCE:

#### To request repatriation assistance:

*You* must obtain prior approval from APRIL International Assistance (see paragraph 7.2).

To request assistance, *You* can contact APRIL International Assistance:

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

### 1.3. LEGAL ASSISTANCE:

To take advantage of the legal assistance service (see paragraph 7.3), please contact us:

- by telephone: +33 (0)1 48 10 61 78,
- by email: [expat@soluciapj.fr](mailto:expat@soluciapj.fr).

### 1.4. SERVICES IN NORTH AMERICA:

#### 1.4.1. THIRD PARTY PAYMENT SERVICE IN THE US WITHIN THE AETNA NETWORK

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

This service is available for:

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

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

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

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



**If You are the *Principal insured*, You can view:**

- your reimbursement statements and those of your family members, details of cover and current general conditions,
- your personal and bank details.

**You can download the forms You will need to make a claim** (see paragraphe 7.1):

- *Confidential medical certificate* (to be completed by your doctor in the event of *Hospitalisation*),
- *Request for prior agreement* (to be completed by your doctor before commencing certain types of medical care or treatment),
- Claim for reimbursement (to be enclosed with your medical bills and prescriptions).

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

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

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

**To apply for reimbursement:**

Fill in the claim for reimbursement, enclose your original invoices and medical prescriptions (see paragraph 7.1.4) and send them to:

**APRIL International Expat**

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

**To make a *Request for prior agreement*:**

Certain medical treatments and procedures require the *Prior agreement* of our Medical Examiner (valid for 6 months). *You* should therefore ask the doctor prescribing the procedure or treatment to complete a form called "*Request for prior agreement*" before commencing any treatment and send it to *Us* along with an itemised estimate at the above address or by email to [prestation@aprilmobile.com](mailto:prestation@aprilmobile.com) (see paragraph 7.1.3).

## 2. DEFINITIONS

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

- A** **ABROAD:** any country covered under the policy outside your *Country of nationality*.
- ACCIDENT:** any physical injury not intended by the victim, which is the result of a sudden action with an external cause. Pursuant to article L.1315 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between the *Accident* and the costs incurred.
- ACTUAL COSTS:** total medical expenses charged to *You*.
- B** **BENEFICIARY:** person who receives *Compensation* or money from the insurer.
- BODILY INJURY:** damage causing a person physical harm.
- C** **CLAIM:** event, *Illness* or *Accident* which gives rise to cover when the contract is in effect.
- COMPENSATION:** sum paid to repair damages or injuries suffered by yourself.
- CONFIDENTIAL MEDICAL CERTIFICATE:** medical questionnaire supplied by our medical department in the event of *Hospitalisation* and completed by a doctor who has carried out an examination of your state of health.
- 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.
- COUNTRY OF DESTINATION:** your main country of residence during your stay *Abroad*.
- COUNTRY OF NATIONALITY:** the country shown on your Application form or, in the absence of the Application form, the country shown on your passport or on any other official identity document under the heading "nationality".
- D** **DAMAGE TO HOME:** your home is damaged and uninhabitable as a result of one of the following events:
  - fire;
  - explosion;
  - implosion;
  - water damage;
  - breakage of glass;
  - theft;
  - attempted theft;

- vandalism;
- climatic events (storm, hail damage to roof, weight of snow/ice on roof);
- ancillary risks (lightning, smoke, plane or spacecraft crash, impact of terrestrial motorised vehicle);
- frozen pipes and heating installations;
- water damage due to drain overflow following unusually heavy rain;
- officially declared natural disaster.

**DEPENDENT CHILD:** your child or that of your *Spouse*:

- under 21 years of age,
- under 26 years of age, in full-time education.

The children are considered dependent when they fulfil the conditions listed above even if they carry out a professional activity temporarily (seasonal work...) or part-time (odd jobs...) provided that they can prove that they do not have any illness cover from this activity.

**DIRECT PAYMENT OF HOSPITAL CHARGES:** if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct settlement of your hospital charges with no upfront payment, subject to the review of your *Confidential medical certificate*. *You* can activate this service by calling the emergency contact numbers listed in paragraph 1.1 or by showing your insurance card to the hospital.

**(TOTAL OR PARTIAL) DISABILITY:** disability immediately subsequent to an *Accident* making it totally or partially physically impossible (as medically verified and recognised by the insurer) for *You* to carry out the normal exercise of your profession or another profession with conditions equivalent to the one *You* had before stopping work after the *Accident*.

**D.R.O.M. (FRENCH OVERSEAS DEPARTMENTS AND REGIONS):** French Guyana, Guadeloupe, Martinique and Reunion Island.

- E EFFECTIVE DATE:** date on which the policy takes effect. It is specified on the *Membership 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.
- F FAMILY MEMBER:** father, mother, sister, brother, child or legal guardian residing in your *Country of nationality*.
- FORCE MAJEURE:** any unforeseen, unavoidable and uncontrollable event declared by the public authorities of the country where *You* are staying.
- FRIEND:** any person named by yourself or by one of your dependents, residing in your *Country of nationality*.
- H HOSPITALISATION:** stay of more than 24 hours (with or without surgery) in an hospital (public or private) subsequent to an *Accident* or *Illness*.
- I IDENTIFIED THIRD PARTY OR OPPOSING PARTY:** individual or legal entity, whose identity and address *You* know, who is responsible for damage caused to *You* or who is challenging one of your legal rights.
- ILLNESS:** any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.
- INSURANCE YEAR:** period of twelve consecutive months beginning on the *Effective date* of the policy.
- INSURED:** all individuals covered by the benefits under this policy. That is, *You* and the members of your family who meet the conditions of insurance. They are specified on the *Membership certificate*. The members of your family are your *Spouse* and *Dependent children*.
- INTERVENTION THRESHOLD:** minimum amount starting from which the application for benefits or reimbursement will be considered by the insurer.
- L LITIGATION, CONFLICT OR DISPUTE:** disagreement or challenge to the law, the prejudicial or reprehensible nature of which may lead to a claim being made or legal proceedings being taken against *You* by an *Identified third party*.
- M MATERIAL DAMAGE:** damage causing harm to the structure or substance of the thing and resulting from an insured event.
- MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.
- MEDICAL TEAM:** structure adapted to each individual case and defined by APRIL International Assistance's liaison doctor.
- MEMBER:** individual or company who is a member of this group plan effected by "l'Association des Assurés d'APRIL Mobilité" and who pays the *Premium*.
- MEMBERSHIP CERTIFICATE:** document serving as proof of insurance, which *We* issue to the *Member* confirming their cover under the Magellan policy and specifying the *Insured*, the *Effective date* and the cover and options selected. The *Membership certificate* reflects the special conditions of the policy.

- P PERSONAL ACCIDENT:** cover for the payment of money in the event of your death or *Disability* as a result of an accidental event.  
**PERSONAL LIABILITY:** the legal obligation of all people to rectify damages they cause to others.  
**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.  
**PRIOR AGREEMENT:** certain medical treatments and procedures require the prior agreement of our Medical Examiner. Before starting any treatment, *You* should ask the doctor prescribing the treatment to fill in a form called "*Request for prior agreement*", along with an itemised estimate of costs.
- 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*.  
**REQUEST FOR PRIOR AGREEMENT:** form completed by your doctor allowing *You* to obtain our *Prior agreement* before commencing certain procedures or treatments.
- S SPOUSE:** husband or wife of the *Principal insured*, from whom they are neither divorced nor legally separated, or the partner of the *Principal insured* by means of a Civil Partnership in force on the date of the *Claim* (article 515-1 of the French Civil Code). The *Principal insured's* de facto spouse will be considered to be a spouse if documentary proof is provided.  
**STABILISATION:** stabilisation of the state of health of a victim of an *Accident* or person suffering from an *Illness*.
- T TERMINATION:** final and early cancellation of the contract.
- U US/WE:** APRIL International Expat.
- W WAITING PERIOD:** period defined under the policy during which no *Claims* will be paid. The *Waiting period* begins on the *Effective date* of the policy, mentioned on the *Membership certificate*.

## 3. POLICY BENEFITS AND TERRITORIALITY

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

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

**For the "Mini" option:**

- reimbursement of medical expenses: hospitalisation following *Illness* or *Accident* and primary healthcare in the event of *Accident* only;
- basic repatriation assistance (see paragraph 7).

**For the "Complete" option:**

- reimbursement of medical expenses: hospitalisation and primary healthcare following *Illness* or *Accident*;
- counselling service;
- extensive repatriation assistance (see paragraph 7);
- legal assistance;
- *Personal liability* private capacity, internships and tenant's liability;
- accidental death or total or partial permanent *Disability*;
- loss, theft or destruction of baggage.

### 3.2. WHERE ARE YOU COVERED?

Cover is acquired worldwide, outside your *Country of nationality*. Cover is acquired in your *Country of nationality* for periods of less than 90 consecutive days between two stays in the *Country of destination*.

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

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

This list is subject to change.

## 4. WHO IS COVERED BY THE POLICY?

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

- be under 75 years of age on the *Effective date* of the policy;
- be temporarily *Abroad* (outside France or the *D.R.O.M.* and your *Country of nationality*) for study, work experience, pleasure, business or private visits;

- have met the medical requirements laid down in the contract and have completed and signed the Health questionnaire a maximum of 6 months before the *Effective date* of the policy;
- not be affected by any incapacity or *Disability*, nor be under treatment for any *Illness*, nor be liable to suffer a recurrence or progression of any *Illness*;
- not have undergone any recent medical treatment, nor be planning any treatment in the *Country of destination*.

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

- your *Spouse*,
- 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.

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

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

On the date specified on the *Membership certificate* and at the earliest on the day following receipt of the original completed application (including the Application form and the Health questionnaire, both completed and signed), subject to the suspensory condition of payment of the *Premium* due and our acceptance of the application evidenced by the issuing of a *Membership certificate* specifying the cover selected.

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

- none in the event of an *Accident*,
- other cases: 8 days.

The *Waiting periods* begin on the *Effective date* specified on your *Membership certificate*.

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

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

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

Cover is acquired for a minimum period of 15 days and a maximum period of 12 months.

The policy is renewable on request on condition that *You* meet the insurance eligibility requirements (see paragraph 4). *You* can renew your policy up to three times, on request and subject to the agreement of the insurer.

*We* must receive the request to renew the policy before the policy end date shown on your *Membership certificate*. In the event of renewal, the *Waiting periods* are cancelled.

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

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

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

c) for *You* and each member of your family, when you no longer meet the conditions of insurance (see paragraph 4);

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

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

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

### **Penalties for false declaration**

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

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

### **5.4. HOW TO CANCEL YOUR POLICY:**

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

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

The following provisions under article L.112-9-1 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."

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

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

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

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

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

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

The *Member* may word this letter as follows:

"I, the undersigned .....[first name, surname, address]  
wish to cancel my Magellan policy number .....  
Signed in ..... on..... Signature....."

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

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

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

## **6. PREMIUMS**

### **6.1. HOW IS YOUR PREMIUM CALCULATED?**

The *Premium* is determined by the option selected, the age bracket and the duration of cover required. The age of the *Insured* used to calculate the *Premium* is the age on the *Effective date* of the policy.

In the case of family cover, the age of the eldest *Insured* determines the level of the *Premium*. Over the age of 65, an individual *Premium* must be paid.

The *Premium* may increase on 1<sup>st</sup> January of each year depending on the claims history of the insured group. The *Insured's* state of health and their level of medical expenditure are not taken into account for the calculation of the *Premium*.

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

### 6.2. PAYMENT METHOD:

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

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

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

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

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

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

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

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

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

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

You can select from two options :

**The “Complete” option** provides the following benefits:

- Medical expenses: hospitalisation and primary healthcare in the event of *Illness* or *Accident*,
- Repatriation assistance:
  - Medical evacuation and repatriation,
  - Search and rescue costs,
  - Repatriation of body in case of death and provision of coffin,
  - Presence of a *Family member* or *Friend* to accompany the deceased,
  - Advance of bail *Abroad*,
  - Presence of a *Family member* for hospitalisation of more than 6 days,
  - Procurement and shipment of medication not available locally,
  - Early return home due to death or hospitalisation of a *Family member*,
  - Return of insured *Family members*,
  - Return after *Stabilisation* in the *Country of destination*,
  - Sending a substitute collaborator,
  - Early return in the event of *Damage to home*,
  - Legal assistance *Abroad*,
  - Sending urgent messages,
  - Travel assistance in case of loss or theft of personal items,
  - Delayed baggage,
  - Enforced stay *Abroad*,

- Early return home due to a terrorist attack or natural disaster,
- Translation of legal and administrative documents,
- Legal assistance,
- Counselling,
- *Personal liability* private capacity, internships and tenant's liability,
- Legal protection,
- *Personal accident*,
- Baggage insurance.

The “Mini” option only provides the following benefits:

- Medical expenses: hospitalisation in the event of *Illness* or *Accident* and primary healthcare in the event of *Accident*,
- Repatriation assistance:
  - Medical evacuation and repatriation,
  - Search and rescue costs,
  - Repatriation of body in case of death and provision of coffin,
  - Presence of a *Family member* or *Friend* to accompany the deceased,
  - Advance of bail *Abroad*.

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

## 7.1. MEDICAL EXPENSES:

### 7.1.1 TYPE AND LEVEL OF REIMBURSEMENTS

Reimbursement is guaranteed for all medical expenses from the 1<sup>st</sup> euro spent for treatments listed in the benefits schedule prescribed by a qualified *Medical authority*.

Only expenses incurred in connection with treatment received during the period of cover will be reimbursed.

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

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

#### Ceilings:

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

## COMPLETE OPTION

Up to **€200,000 per Insured per Insurance year**

HOSPITALISATION	Medical or surgical <i>Hospitalisation</i> : Transfer by ambulance (if <i>Hospitalisation</i> covered by APRIL International) Accommodation Medical and surgical fees Examinations, tests and medicines Medical procedures	100% of <i>Actual costs</i>
	<i>Direct payment of hospital charges</i> during <i>Hospitalisation</i> of more than 24h	provided on request 24 hours a day, if prior agreement has been obtained
	Private room	up to <b>€50</b> per day

## COMPLETE OPTION (continued)

PRIMARY HEALTHCARE

Consultations and visits to general practitioners or specialists	100% of <i>Actual costs</i> , up to €80 per consultation
Radiography, diagnostic tests, drugs, nursing* and specialist procedures	100% of <i>Actual costs</i>
Physiotherapy* (following <i>Hospitalisation</i> covered by APRIL International)	100% of <i>Actual costs</i> , up to €50 per session
Eye care: lenses, contact lenses and frame (following a <i>Reported accident</i> )	100% of <i>Actual costs</i> , up to €350 per year
Dental treatment and dentures (following a <i>Reported accident</i> )	
Other prostheses (following a <i>Reported accident</i> )	
Contraceptives (condoms)	up to €20 per year

\* Subject to *Prior agreement* if more than 10 sessions are prescribed per *Insurance year* (see paragraph 7.1.3).

## MINI OPTION

Up to €200,000 per *Insured* per *Insurance year*

<p>Medical or surgical <i>Hospitalisation</i>:            Transfer by ambulance (if <i>Hospitalisation</i> covered by APRIL International)            Accommodation            Medical and surgical fees            Examinations, tests and medicines            Medical procedures</p>	100% of <i>Actual costs</i>
<i>Direct payment of hospital charges</i> during <i>Hospitalisation</i> of more than 24 hours	provided on request 24 hours a day, if prior agreement has been obtained
Consultations and visits to general practitioners or specialists	100% of <i>Actual costs</i> , only in the event of <i>Accident</i> and on presentation of a medical certificate, up to €500 per <i>Insurance year</i>
Radiography, diagnostic tests, drugs, nursing* and specialist procedures	
Physiotherapy* (following <i>Hospitalisation</i> covered by APRIL International)	

\* Subject to *Prior agreement* if more than 10 sessions are prescribed per *Insurance year* (see paragraph 7.1.3).

### 7.1.2. HOW TO REQUEST *DIRECT PAYMENT OF HOSPITAL CHARGES* IN THE EVENT OF *HOSPITALISATION* OF MORE THAN 24H

We can make a *Direct payment of your hospital charges* to the hospital and deal directly with the hospital on your behalf.

**To ensure that your stay in hospital is covered, please ask your doctor to complete a form called “Confidential medical certificate” providing the reason for your admission to hospital and specifying the cost of the private or semi private room. This form should be sent to our Medical Examiner.**

**To obtain this form, or any other information You may require prior to your admission to hospital, please use the following emergency contact numbers (also shown on your insurance card):**

- from the USA or Canada (toll free), call (+1) 866 299 2900 (Freephone),
- from another American country (collect calls accepted), call (+1) 305 381 6977,
- from other countries, call + 33 (0)1 73 02 93 99.

To help Us process your application:

- for scheduled *Hospitalisation*, please provide Us with the medical documents mentioned above **at least 5 days before your admission** to hospital. This allows Us to arrange for direct payment of your charges should your request be approved;
- for emergency *Hospitalisation*, please contact Us as soon as possible. We will then send You a *Confidential medical certificate* form for your doctor to complete. This certificate is essential to the assessment of your application.

### 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 the form *Request for prior agreement* and provide an itemised estimate. The form “*Request for prior agreement*” is available on your insurance website [www.april-international.fr](http://www.april-international.fr) or by calling +33 (0)1 73 02 93 93 or by email at [info@aprilmobile.com](mailto:info@aprilmobile.com).

*Prior agreement* is required for prescribed courses of treatment (physiotherapy following covered *Hospitalisation* and nursing care) if more than 10 sessions are prescribed per *Insurance year*.

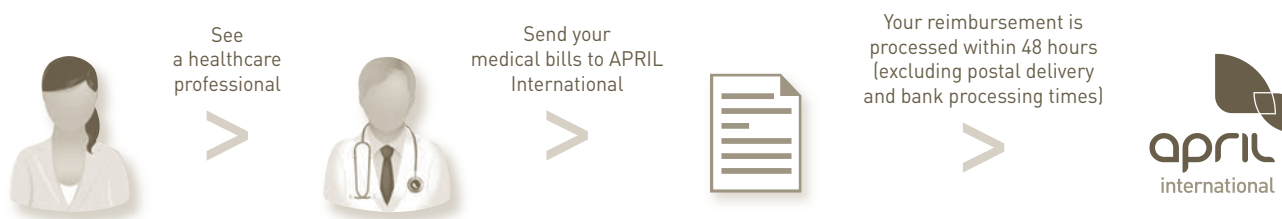
**Your *Request for prior agreement* should be sent to Us at the following address:**

**APRIL International Expat**

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

Email: [prestation@aprilmobile.com](mailto:prestation@aprilmobile.com)

### 7.1.4. HOW TO CLAIM REIMBURSEMENT OF COSTS



### Documents to enclose with your claim for reimbursement

Please complete the reimbursement claim form available on your insurance website at [www.april-international.fr](http://www.april-international.fr), by calling +33 (0)1 73 02 93 93 or by email at [info@aprilmobile.com](mailto:info@aprilmobile.com) and send it to Us no later than 3 months following the date of treatment, along with the following documents:

- original copies of paid medical bills and dated medical prescriptions. These must show your surname, first name and date of birth, the type of *Illness*, type and date of visit and treatment received. The prescriptions must clearly show the name(s) and price of the drug and indicate the currency;
- for reimbursement of eye care, dental treatment and dentures and other prostheses, You must attach proof that the treatment was given as a direct consequence of a *Reported accident*, as defined in paragraph 2;
- for reimbursement of medical expenses other than hospitalisation, if the Mini Option was selected, You should also enclose a medical certificate proving that your treatment was the result of an *Accident* as defined in paragraph 2;
- if the treatment requires *Prior agreement*, the *Request for prior agreement* form approved by our medical department.

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

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

**To claim the reimbursement of *Hospitalisation* charges, You should:**

(if You have not used the direct payment service for hospital charges outlined in paragraph 7.1.2)

- ask your doctor to complete the *Confidential medical certificate* showing the dates and nature of the complaint and the date of the first symptoms or the circumstances of the *Accident* including an *Accident* report,
- send it along with the hospital report to our Medical Examiner:
  - by fax: + 33 (0)1 73 02 93 60,
  - by email: [hospitalisation@aprilmobilite.com](mailto:hospitalisation@aprilmobilite.com),
  - by post: 110 avenue de la République, CS 51108, 75127 Paris Cedex 11, FRANCE,
- send Us a bill showing the cost of the private or semi private room.

The "*Confidential medical certificate*" form is available on your insurance website at [www.april-international.fr](http://www.april-international.fr), by calling +33 (0)1 73 02 93 93 or by email at [info@aprilmobilite.com](mailto:info@aprilmobilite.com).

We reserve the right to request any other supporting documentation We consider necessary.

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

**You can be reimbursed:**

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

Bank charges will be deducted from any payment over the equivalent of €75. Bank charges are shared for all transfers (of any amount) carried out within the Euro zone.

**Reimbursements will only be made if the procedures outlined in paragraph 7.1 are followed.**

**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.**

## 7.2. REPATRIATION ASSISTANCE:

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

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

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

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

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

### 7.2.1. RULES GOVERNING THE APPLICATION OF THE INSURANCE

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

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

### 7.2.2. BENEFITS COMMON TO THE MINI AND COMPLETE OPTIONS

#### 7.2.2.1. Medical evacuation and repatriation

In the event of *Accident* or *Illness*, the APRIL International Assistance doctors will contact on-site doctors and take the decisions best suited to your condition, based on the information gathered and medical requirements.

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

Repatriation may be to:

- the hospital best suited to the situation,
- or the hospital nearest your home in your *Country of nationality* or primary residence in your *Country of destination*,
- or the residence in your *Country of nationality* 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*, APRIL International Assistance will organise your return after it has been established that your condition is stable, and *You* will be transferred to your home in your *Country of nationality* or in your *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. APRIL International Assistance may require that *You* use your own transport ticket, if this can be used or changed.

#### 7.2.2.2. Search and rescue costs

The purpose of this cover is to reimburse *You* for the costs of search and rescue, in either the private or public domain, by specialised teams equipped with all resources needed, including the use of a helicopter, to locate and evacuate *You* to the nearest equipped reception centre, **up to a limit of €5,000 per Insured and €15,000 per event**. In all cases, this cover is limited to the total amount that *You* must pay, based on invoices to be paid in full or in part, to official entities that have taken part in search or rescue efforts. This cover complements other cover that *You* may have. *You*, or anyone acting on your behalf, must provide APRIL International Assistance with immediate verbal notice no more than 48 hours after the intervention, indicating the reasons for the same.

#### 7.2.2.3. Repatriation of body in the event of death and provision of coffin

In the event of your death, APRIL International Assistance will organise and undertake repatriation of the body or ashes from the place of death to the place of burial in your *Country of nationality*. APRIL International Assistance will cover the costs of post-mortem treatment, placement in coffin and necessary transport arrangements.

APRIL International Assistance will organise and cover the cost of coffin transport **up to a limit of €1,500**. The funeral, ceremony, local transportation and burial or transportation expenses remain at the expense of your family. The choice of companies taking part in the repatriation process rests solely with APRIL International Assistance.

#### 7.2.2.4. Presence of a Family member or Friend to accompany the deceased

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

#### 7.2.2.5. Advance of bail Abroad

APRIL International Assistance will provide the cost of bail *Abroad* required by the authorities to free *You* or to enable *You* to avoid incarceration.

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

*You* must reimburse this amount to APRIL International Assistance:

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

### 7.2.3. BENEFITS VALID ONLY UNDER THE COMPLETE OPTION

#### 7.2.3.1. Presence of a *Family member* for hospitalisation of more than 6 days

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

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

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

#### 7.2.3.2. Procurement and shipment 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*, APRIL International Assistance will source them in France.

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

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

#### 7.2.3.3. Early return home due to death or hospitalisation of a *Family member*

APRIL International Assistance will provide *You* with **a return economy class airline ticket or first class railway ticket** in the event of the death or hospitalisation for more than 5 days of a *Family member* in your *Country of nationality*. The trip must take place within 8 days of the death or hospitalisation.

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

#### 7.2.3.4. Return of insured *Family members*

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

#### 7.2.3.5. Return after *Stabilisation* in your *Country of destination*

If following medical repatriation, *You* are able to return to your professional activity, APRIL International Assistance, after agreement with their *Medical team*, organises your return to your *Country of destination*. APRIL International Assistance bears the cost for the one-way economy class airline ticket or 1<sup>st</sup> class railway ticket. This cover cannot be applied concurrently with the benefit: "Sending a substitute collaborator".

#### 7.2.3.6. Sending a substitute collaborator

In the event of the *Insured's* death, or if the *Insured* must be hospitalised for more than 10 days, APRIL International Assistance will organise and pay for a **one way economy class airline ticket or a first class railway ticket** to send a substitute collaborator from the *Insured's Country of nationality* to the *Country of destination*. This request must be made by the *Member* no more than 8 days after the death or the medical decision to repatriate the *Insured* made by the assistance service. This cover cannot be applied concurrently with the benefit: "Return after *Stabilisation*".

#### 7.2.3.7. Early return in the event of *Damage to home*

If *You* are away from home and if your presence is indispensable there to carry out necessary formalities, APRIL International Assistance will organise your transport and that of any minor children who cannot be cared for where *You* are, to the said home. APRIL International Assistance will pay for a one-way economy class airline ticket, a first class railway ticket or a category A or B rental car for up to 24 hours, on condition that the original means of transport planned for the return trip cannot be used or changed. This benefit is available within 72 hours of the date of occurrence or date when *You* became aware of the *Claim* and if *You* are more than 50 km from your home.

#### 7.2.3.8. Legal expenses incurred while *Abroad*

APRIL International Assistance will pay the costs of an on-site lawyer **up to a maximum of €3,000 per event.**

#### 7.2.3.9. Sending urgent messages

If it is materially impossible for *You* to send an urgent message and if *You* request it, APRIL International Assistance sends, free of charge and by the most rapid means, messages or news from *You* to members of your family, friends or employer. The messages remain the responsibility of their authors who must be identifiable and their sole concern. APRIL International Assistance acts solely as an intermediary in the transmission of the messages. The assistance service can also serve as an intermediary in the opposite direction.

#### 7.2.3.10. Travel assistance in the case of loss or theft of personal items

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

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

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

APRIL International Assistance can send an advance **equal to €1,000 per event** in order to allow *You* to purchase basic necessities. In the event of the loss or theft of a travel document, APRIL International Assistance will advance the cost of a new non-negotiable travel document.

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

#### 7.2.3.11. Delayed baggage

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

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

#### 7.2.3.12. Enforced stay *Abroad*

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

Cover applies only after the declaration of a state of *Force majeure* by the public authorities of the country where *You* are staying and with the prior agreement of APRIL International Assistance. Any costs incurred during an extended stay which is not the result of an event classed as *Force majeure* will not be reimbursed under the policy. In the event of an incident classed as *Force majeure*, all cover under the policy remains in place for a maximum of 5 days from the end date stated on your *Membership certificate*.

#### 7.2.3.13. Early return home due to a terrorist attack or natural disaster

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

#### 7.2.3.14. Translation of legal and administrative documents

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

### 7.2.4. LIMITATIONS ON COVER

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

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

### 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 and legal advice. *You* can also seek advice on preventive measures to safeguard your rights and interests in order to avoid a *Dispute*.

*You* may consult this service regarding any area of law and obtain a response in **French, English or Spanish**. The helpline is available by calling **+33 (0)1 48 10 61 78, 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) cover (see paragraph 7.5) 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	

COVERED LEGAL COSTS	UPPER LIMITS
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)1 48 10 61 78 or by sending an email to [expat@soluciapj.fr](mailto:expat@soluciapj.fr) or by writing to Solucia PJ - Tour Essor - 14, rue Scandicci - 93500 Pantin - FRANCE.

If there is a delay in declaring the *Litigation* and if this delay proves to be prejudicial to the 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 sets out 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 authorised to give legal advice. *You* must notify the insurer of this appointment and this person's fees will be paid by the insurer up to a maximum of €200.

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

#### Conflicts of interest

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

#### 7.4. COUNSELLING:

This cover allows *You* and the insured members of your family to benefit from a 24/7 counselling service, either by telephone (+33 (0)1 53 04 62 75) or by email (consultant.am@psya.fr). *You* are responsible for the cost of communications. This psychological support service, available in French, English, Spanish and Italian, is organised in collaboration with PSYA, a company specialised in providing psychological assistance to persons temporarily *Abroad*. *You* will be in contact with the PSYA counselling team made up of clinical psychologists, victim support counsellors and qualified and trained expert consultants.

##### How the service operates

By dialling the telephone number, *You* will be put immediately in contact with a counsellor. Calls handled by the counsellors are kept totally anonymous and confidential, in accordance with the psychologists' rules of professional conduct. At the first call, *You* will be given a reference number. This number will be required at the time of any further calls so that a quick link can be made to your file. If, despite the systems in place, PSYA is not able to respond immediately to your calls, *You* will be called back within no more than one hour.

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

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

##### 7.5.1. 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* to other persons, particularly as a result of:

- 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 8);
- liability incurred through participation in internships, with regard to those holding the internship, for damages caused to materials used during the internship;
- renting an apartment.

##### 7.5.2. LIMITATIONS ON COVER

- *Bodily injury*: **€4,500,000 per Claim**;
- *Material and Consequential damage* to a third party: **€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**;
- Damage caused to the materials of those holding the internship, used during the internship: **€12,000 per Insurance year. Excess of €75 per Claim.**

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

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

#### 7.6. LEGAL COVER:

For legal recourse under French Act 891014 (December 31<sup>st</sup>, 1989) and the decree of August 1<sup>st</sup>, 1990, the insurer shall pay, up to the cover ceiling stated below, the costs of trials, proceedings, inquiries, expert consultants, enforcement of judicial orders and lawyers' fees.

##### 7.6.1. PURPOSE OF THE COVER

The insurer shall claim monetary redress of the responsible party, either by mutual agreement or by judicial order:

- for *Bodily injury* that *You* suffered in the course of covered activities;
- for *Material damage* that would have been covered under paragraph 7.5 if they had involved your *Personal liability*.

### 7.6.2. MAXIMUM AMOUNT AND MINIMUM INTERVENTION THRESHOLD:

The maximum amount for any action taken is **€3,100** for all litigation undertaken in the course of a single *Insurance year*, with a minimum *Intervention threshold* of €228. This amount will not be reimbursed, regardless of the duration of the legal action.

### 7.6.3. SPECIAL PROVISIONS

#### Disputes

In the event of disputes regarding the measures to be taken to settle a dispute, this matter may be submitted to a third party designated by mutual agreement or by the president of a departmental court of Paris to act as arbiter. The insurer will cover the costs of establishing this faculty.

However, the president of the departmental court of Paris may decide otherwise if *You* have established this faculty under abusive conditions.

If *You* undertake litigation at your own cost and obtain a resolution that is more favourable than that proposed by the insurer or by the third person mentioned above, the insurer will reimburse *You* the costs incurred up to the cover limit.

When the procedure described above is put in motion, the time limit on appeals is suspended for all legal proceedings covered by the insurance and which *You* may undertake, until the third person acting as arbiter has proposed their solution.

#### Choice of lawyer

In the event of legal or administrative action requiring the participation of a lawyer or any other person qualified by law or current regulations to represent your interests, *You* have free choice and the insurer will pay the fees directly. If *You* do not know a lawyer, the insurer may make one available to *You*. The aforementioned free choice is also applicable if there is a conflict of interest between *You* and the insurer.

#### How to benefit from the cover:

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

### 7.7. PERSONAL ACCIDENT:

#### 7.7.1. 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 twelve 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 yourself.

*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 your surviving spouse on condition that there were not legally separated from *You* when the lump sum became payable or to the co-signatory of a Civil Partnership Contract with *You*; second, equally, to your children born, unborn, living or represented as such; third, equally to your ascendants and fourth to your other heirs.

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

#### How to benefit from the cover:

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

- an extract of the death certificate;
- an extract of the birth certificate;
- a medical certificate stating the date of death and whether the death was natural or accidental;
- any document proving the identity and/or marital status;

- any document stating the cause and circumstances of the *Accident* that led to the death;
- an admission certificate (issued by the hospital);
- any document that proves the existence of the *Accident* and the direct cause-and-effect link between the *Accident* and the death.

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

#### 7.7.2. 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 benefit from the cover:

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

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

#### 7.8. BAGGAGE:

This provides cover **up to €1,600** for all baggage, objects and personal effects carried by yourself during the outward and return trip and the stay, against the risks of loss, theft or destruction (explosion, fire, or water damage).

Registered or accompanied baggage is covered, as well as clothing and personal effects owned by, leased, rented or lent to yourself during your stay.

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

**Works of art and collector's items, silverware, jewellery, precious stones and pearls, valuable paintings, furs, video recorders, cameras, binoculars, any type of HI-FI or IT equipment and hunting rifles are covered up to 50% of the insured sum, i.e. a maximum of €800.**

**For all Claims, You will pay a €30 Excess.**

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

*You* must make your *Claim* in writing to the insurer, through our intermediary, **within 5 working days** of the loss or damage.

After this 5-day period the claim may be rejected.

*You* will be asked for a number of supporting documents.

## 8. WHAT IS NOT COVERED BY YOUR POLICY

### 8.1. EXCLUSIONS FROM MEDICAL EXPENSES COVER:

**In addition to the Exclusions common to all cover outlined in paragraph 8.8 below, the following are excluded from cover:**

- any medical and surgical expenditure not prescribed by a qualified *Medical authority*;
- treatment requiring *Prior agreement*, dispensed without *Prior agreement*;
- *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;
- related expenses in the event of *Hospitalisation* or excessive, unreasonable or unusual expenses considering the country in which they were incurred;
- transportation expenses other than transfer by ambulance to the nearest suitable care centre;
- alternative or complementary medicine;
- the cost of over-the-counter pharmacy items, cosmetics, sunscreens and/or moisturisers, make-up, beauty treatments and comfort care, vitamins and minerals, food supplements, dietetic products, baby foods and mineral water;
- thermometers and blood pressure monitors;
- medicines and treatment related to erectile dysfunction;
- the cost of sourcing and transporting organs for transplant;
- experimental treatment;
- any cosmetic treatment, anti-ageing cures, weight-loss and weight gain treatments;
- the treatment of alcoholism, drug addiction or any other addiction or illness linked to such dependency;
- stays in a geriatric unit, medical teaching institution and similar establishments;
- hospitals and care facilities for the dependent elderly and long-term hospitalisations;
- growth hormones;
- operations and treatments related to sex change;
- self-harm;
- any expenses not required medically;
- treatment not recognised by the *Medical authorities* of the country in which it is dispensed;
- thalassotherapy and thermal cures;
- any treatment related to infertility, fertility or contraception;
- psychiatric care, psychotherapy, psychoanalysis, treatment for mental illness, depression, nervous disorder (consultations, medication, *Hospitalisation*...);
- psychologists consultations;
- the cost of vaccination, dermatology;
- pedicure;
- costs that could have been incurred on return to your *Country of nationality*;
- supplies which are not essential to the diagnosis or treatment of the *Illness*;
- the cost of prostheses (including dentures) and eye care, unless the costs are the result of a *Reported accident*;
- primary healthcare under the Mini Option, unless the costs are incurred following an *Accident* and a medical certificate has been provided;
- stays in rest homes situated in the countryside, at the seaside, in the mountains, except after *Hospitalisation* with or without surgery;
- *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*;
- medicines and treatments to support smoking cessation;
- medical auxiliaries other than physiotherapists, nurses and midwives;
- pre-natal classes;
- surgery on the temporo-mandibular joint;
- the treatment of eating disorders;
- health checks, routine tests and check-ups;
- laser eye surgery (including the correction of myopia) and the treatment of cataracts;
- preventive treatments.

**8.2. EXCLUSIONS TO REPATRIATION ASSISTANCE COVER:**

**In addition to the Exclusions common to all cover outlined in paragraph 10.7 below, the following facts or events, with respect to repatriation assistance, are not covered and will not give rise to any compensation whatsoever nor to any intervention on the part of APRIL International Assistance:**

- any interventions and/or reimbursements related to medical visits, check-ups, or preventative screenings;
- infections or benign injuries that can be treated on site and that do not prevent the *Insured* from continuing their travel;
- convalescence, infections in the process of being treated and not yet cured and/or requiring further treatment;
- *Illnesses* which had been identified prior to departure and which were at risk of aggravation or relapse;
- infections requiring hospitalisation in the 6 months prior to departure;
- any consequences (check-ups, further treatment, recurrences) of an infection having caused repatriation;
- pregnancy, childbirth and their consequences involving newborns, termination of pregnancy;
- 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;
- the result of a voluntary disregard for regulations in the visited country, or the practice of activities not authorised by local authorities;
- the results of participation in a wager, challenge, duel or crime;
- the results of failing to respect recognised safety rules related to the practice of sports activities;
- the costs of a stay, except those agreed to in advance with the assistance service;
- the cost of fuel, tolls, or ferries;
- costs not supported by original documents;
- all other costs not stipulated in the agreed cover.

**Not covered are:**

- medical costs, treatments, stays in rest homes, re-education, contraception and fertility treatment, glasses, contact lenses, or cosmetic, dental or acoustic prostheses;
- repeated transport required by the *Insured's* state of health.

**With regard to benefit in the event of an enforced stay *Abroad*, the following are not covered:**

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

**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 LEGAL ASSISTANCE COVER:**

**In addition to the Exclusions common to all cover outlined in paragraph 8.8 below, the insurer will not intervene:**

- in *Disputes* involving the rights of individuals and families;
- if your liability is in question and the damage for which *You* are responsible should have been covered by compulsory insurance. The insurer will not intervene if cover under any of your insurance policies provides direct compensation for your injury without the requirement to apportion liability;
- in *Disputes* relating to artistic, literary, industrial or intellectual property or involving brands, patents or copyright;
- in *Disputes* resulting from exceptional risks (civil or foreign war, riots, popular uprisings, acts of terrorism, acts of vandalism) or a natural disaster;

- in *Disputes* arising from intentional wrongdoing on your part;
- in *Disputes* relating to a conflict between *You* and the insurer unless the Arbitration or Conflicts of interest clauses have been applied;
- in *Disputes* relating to the expression of political or trade unionist views;
- in *Disputes* relating to investment properties;
- in *Disputes* relating to urban planning;
- in *Disputes* relating to customs and excise;
- in *Disputes* relating to the holding of office in a company constituted under civil or commercial law or your participation in its administration or management;
- in *Disputes* relating to any professional activity on any basis other than as an employee (voluntary, association or trade union);
- in *Disputes* relating to financial guarantees granted outside the family or as part of a professional activity;
- in *Disputes* over your debt or insolvency, settling of a debt or securing of payment terms;
- in *Litigations* arising from a breach of the Highway Code of the country where *You* are staying.

**The insurer will in no circumstances cover:**

- fines and sums of any kind that *You* may be required to pay or reimburse to the opposing party;
- expenses and fees related to the assessment of damage caused to *You* and investigations to identify or find the *Adversary*;
- contingency fees;
- costs and interventions made necessary or aggravated solely by your own act;
- actions and related costs incurred without the consent of the insurer (including referral to a lawyer);
- representation, petition and travel costs if your lawyer is not admitted to the bar of the competent court;
- deposits and guarantees.

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

**In addition to the *Exclusions* common to all cover outlined in paragraph 8.8 below, the following are excluded from cover:**

- damage resulting from any professional activity (except for damage to materials used during internships);
- the pecuniary results of contractual liability that *You* incurred beyond any liability incurred with regard to those holding an internship for damages caused to materials used during the said internship;
- the traffic risks set forth in French Act 58208 (February 27, 1958) on compulsory motor vehicle insurance;
- *Accidents* involving *You* or your employees or agents in the course of their functions as well as your ascendants and descendants;
- damage caused to objects or animals owned or kept by yourself;
- related fines and costs for which *You* may be liable;
- damage resulting from your 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 LEGAL COVER:**

**In addition to the *Exclusions* common to all cover outlined in paragraph 8.8 below, the following are excluded from cover:**

- costs of legal action when the author of the damage is the *Insured* under the policy;
- legal action in the event of *Bodily injury* or *Material damage* that *You* suffered using any kind of motorised land vehicle;
- legal action when less than €228 in *Compensation* is to be obtained;
- claims relating to *Material damage* grounded in the failure to perform or poor performance of a contractual obligation on the part of the party responsible.

**8.6. EXCLUSIONS FROM PERSONAL ACCIDENT COVER:**

**In addition to the *Exclusions* common to all cover outlined in paragraph 8.8 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.

**8.7. EXCLUSIONS FROM BAGGAGE COVER:**

**In addition to the Exclusions common to all cover outlined in paragraph 8.8 below, the following are excluded from cover:**

- cash, banknotes, securities of all kinds, documents, travel tickets;
- smoking-related *Accidents*, damage to objects that fall or are thrown into a fireplace, or scorched by excess heat;
- damage to electrical devices due solely to their own functioning or malfunctioning;
- damage to covered goods resulting from their confiscation or detention by customs officials or other public authorities;
- breakage or damage to delicate or fragile objects such as watches, cameras, glasses and computer equipment;
- normal wear and tear;
- theft committed by members of your family, pursuant to article 380 of the French Penal Code, or with their complicity, or by your domestic workers or servants in the course of their work;
- theft committed under the following circumstances:
  - a) in the case of registered baggage, if the theft was facilitated by poor or defective packaging;
  - b) when objects were left unattended in a public place or in a place open to use by several occupants;
  - c) when objects were left:
    - in a convertible vehicle;
    - in a vehicle whose windows were not closed;
    - in a vehicle whose doors or boot were not locked;
    - between 10 p.m. and 7 a.m. in an automobile not parked in a public or private garage, except for objects in the hold or boot of a bus or coach.

**8.8. EXCLUSIONS COMMON TO ALL COVER:**

**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, the use of drugs or narcotics without a medical prescription;
- alcoholism or drunkenness by the *Insured* (alcohol level higher than that defined by the traffic law applicable on the day of the *Claim* in the country where the incident took place);
- direct or indirect effects of changing the structure of the atomic nucleus, climatic changes such as storms and hurricanes, earthquakes, floods, tidal waves or other disasters except in the case of indemnity for natural disasters;
- *Accidents* or illnesses, infections, deformations before the *Effective date* of cover subject to relapses or not stabilised, congenital illnesses or deformations not declared at the time of application;
- sailing or pleasure cruising on the high seas;
- dangerous sports such as microlighting, hang-gliding, paragliding, driving cars, motorcycles or go-carts, 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, bobsleighbing, bungee jumping, rafting, canyoning, kitesurfing, airballooning, jet-skiing, self-defence and combat sports and the following and sports practised off piste: skiing, cross-country skiing, sledging, snowboarding;
- participation in a professional capacity in any competitive sport or training, the practice of a sport in a professional capacity within a club or federation;
- hunting;
- any sport requiring the use of any kind of land, sea or air engine;
- any sporting activity involving the use or presence of an animal such as horse riding competitions or bullfighting;
- air navigation *Accidents* unless the *Insured* is simply a passenger aboard an aircraft for which the owner and the pilot have all required permits and licenses;
- carrying out all professional activity on an oil rig.

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 illnesses which pre-existed the signing of the *Application form* if they were declared on the *Application form* and are not subject to a particular exclusion of which the *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 d'APRIL Mobilité" (regulated by the Associations Act of 1901, located 110, avenue de la République, 75011 Paris, FRANCE, whose purpose is to study, effect and promote, to the benefit of its members, all types of insurance, encourage a spirit of international solidarity between them, make available to them all appropriate means of information and administration and ensure their representation with respect to all insurance companies):

**for medical expenses cover:** optional group insurance plan with Groupama Gan Vie (plan number 219/851724) a French endowment life insurance company regulated by the French Insurance Code, a public limited company with fully paid capital of €413,036,043 registered with Companies House in Paris under number 340 427 616 (APE code: 6511Z), located at 8-10, rue d'Astorg, 75383 Paris Cedex 8, FRANCE;

**for repatriation assistance cover:** optional group insurance plan with ACE EUROPE (plan number FRBBBA05125) with assistance services provided by CORIS Assistance, a company regulated by the French Insurance Code. Head office: 100 Leadenhall Street, London EC3A3BP, UNITED KINGDOM. Company registered abroad with Companies House in England and Wales under number 1112 892. General management in France based at Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE. Registered with Companies House in Nanterre under number 450 327 374 (APE code: 660 E).

**The legal assistance cover** is insured by Solucia PJ (policy number 10006604), a legal protection insurance company regulated by the French Insurance Code. Head office: Tour Essor, 14, rue Scandicci, 93508 Pantin Cedex, FRANCE.

**Personal liability (private capacity, internships and tenant's liability), Personal accident cover, baggage insurance and legal protection cover** are insured by Gan Eurocourtage (plan number GCRV000004), a public limited company with fully paid capital of €8,055,564, registered with Companies House in Paris under number 410 332 738 (APE code: 6512Z), located at 4-6 avenue d'Alsace, 92033 La Défense Cedex, FRANCE.

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

APRIL International Expat also provides *You* with "Counselling" services (depending on the option selected) offered by PSYA located at 69, rue La Fayette, 75009 Paris, FRANCE, registered with Companies House in Nanterre under 414 510 024.

### 9.2. LEGAL:

The bodies responsible for regulating insurance activities are:

- for medical expenses, legal assistance, *Personal liability* (private capacity, internships and tenant's liability) cover, *Personal accident* cover, baggage insurance and legal protection cover: Prudential Supervision Authority (ACP) located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE;
- for repatriation assistance cover: Financial Services Authority, located at 25 The North Colonnade, Canary Wharf, London E14EHS, UNITED KINGDOM.

APRIL International Expat is regulated by the Prudential Supervision Authority (ACP), located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE.

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

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

### 9.3. LIMITATIONS:

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

However, this period shall run:

- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only from the date on which the insurer becomes aware of it,

- in the event of a *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.

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

If your action against the insurer arises from a third party's recourse, the limitation period 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*.

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 L.121-12 of the French Insurance Code relating to the summary remedy it may seek for third party liability.

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

#### 9.5. AUDIT:

The insurer reserves the right to contest the grounds of certain decisions and to request you to provide all the necessary supporting documents to enable them to accurately assess the benefits due, particularly by means of medical certificates, operative reports and/or reassessment by the insurer's medical examiner.

#### 9.6. CONCILIATION/JURISDICTION:

This contract has been made and signed in good faith and the parties agree, in the event of a dispute, not to take legal action until they have attempted to reach a conciliatory agreement. To this effect, each party will name an arbiter. If the two arbiters cannot agree on a decision, they will choose, by mutual agreement, a third arbiter to break the deadlock and all three will act on a majority decision. Each party will pay the costs and fees of its arbiter, as well as half the fees of the third arbiter, if applicable.

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

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

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

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