

[LA MOBILITÉ]
INDIVIDUALS



Crystal Studies

General conditions 2011-2012

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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 24 HOURS:

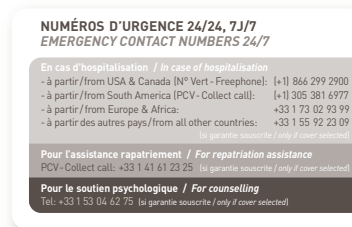
With this service *You* have no *Hospitalisation* charges to pay. Simply ask *Us* to contact the hospital or clinic to which *You* have been admitted and *We* will settle your hospital bill on your behalf.

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 more information, see paragraph 7.1.

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

- from the USA or Canada or certain regions of Mexico, call (+1) 866 299 2900 (Freephone),
- from a country in South America, call (+1) 305 381 6977 (reverse charges),
- from a country in Europe or Africa, call + 33 (0)1 73 02 93 99, Fax: + 33 (0)1 73 02 93 70,
- from other countries, call + 33 (0)1 55 92 23 09.

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



In the event of *Hospitalisation* for the treatment of mental or nervous disorders, *You* will be required to pay a portion of the costs to the hospital.

1.2. REPATRIATION ASSISTANCE:

To request repatriation assistance:

In order to benefit from repatriation assistance (see paragraph 7.2.), *You* must obtain prior approval from APRIL International Assistance.

To request assistance, *You* can contact us:

- 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 access the legal assistance service (see paragraph 7.3.), call:

- +33 (0)1 48 10 59 49 for general legal information,
- +33 (0)1 48 10 54 02 to be referred to a lawyer in the event of *Litigation*.

1.4. SERVICES IN THE USA:

1.4.1. THIRD PARTY PAYMENT SERVICE

Medical treatment which is dispensed and billed in the USA can be paid directly on your behalf within the limits of cover under the present policy. Cover is limited to the level of benefits stipulated by the policy.

You can use this service for:

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

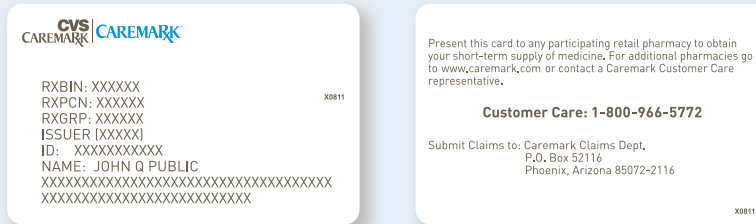
carried out by medical service providers belonging to the AETNA network.

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

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

1.4.2. THIRD PARTY PHARMACY PAYMENTS

To take advantage of this service in the US, *You* will need to show your card in one of the participating Caremark pharmacies.



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

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

1.4.3. DOCTOR'S HOME VISITS IN NORTH AMERICA

To request a home visit:

- in the US, call (+1) 800 649 7119,
- in Canada or in Mexico, call (+1) 305 459 4882.

The service is available in the following cities (as at 01/09/2011):

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

In Mexico: Acapulco, Cancun, Guadalajara, Isla Mujeres, Ixtapa, Los Cabos, Mazatlan, Mexico City, Playa Del Carmen, Puerto Aventuras, Puerto Morelos, Puerto Vallarta, Tulum,

In Canada: Toronto.

In emergencies, during evenings or weekends, when your doctor is unavailable, *We* can provide a home consultation service. To avoid long waits in Accident & Emergency, *You* will be put in touch with a doctor who will make a preliminary diagnosis by telephone before advising *You* on what *You* should do next: arrange a home visit or attend A&E.

With this service, *You* have nothing to pay for a home visit. The bill is sent directly to *Us* for payment.

1.5. THIRD PARTY PAYMENT SERVICE IN FRANCE:

This service is available only to *Insured* persons staying in France for 6 months or more.

You will be issued with a "third party payment" card when *You* take out the insurance. This card allows *You* to benefit from the direct payment of your medical expenses when the treatment or procedures are carried out and invoiced in France. Cover is limited to the level of benefits stipulated by the policy.

The third party payment card can be used to pay for:

- your consultations with GP's,
- your diagnostic tests,
- your X-rays,
- your pharmacy expenses.



1.6. COUNSELLING SERVICE:

To take advantage of the counselling service (see paragraph 7.4):

- by telephone: +33 (0)1 53 04 62 75,
- by email: consultant.amf@psya.fr.

1.7. ONLINE SERVICES:

At www.april-international.fr (using the “individuals” link), *You* can access your extranet service using a secure access code and password.

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

- your reimbursement advice notes, details of cover and current general conditions,
- your personal and bank details.

You can also download the forms *You* will need to use the services or make a claim (see paragraph 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 if prescribing treatment to be delivered by medical auxiliaries),
- 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 *Premium* payments and payment method,
- pay your *Premiums* online using a bank card.

1.8. WHERE TO SEND YOUR CLAIMS FOR REIMBURSEMENT:

To apply for reimbursement:

Fill in the claim for reimbursement, **enclose your original invoices and medical prescriptions** and send them to:

APRIL International Expat

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

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: all medical expenses charged to *You*.
- B** **BENEFICIARY:** person who receives *Compensation* or money from the insurer.
BODILY INJURY: injury affecting a person's physical integrity.
- C** **CLAIM:** event, *Illness* or *Accident* which gives rise to cover when the contract is in effect.
COMPENSATION: sum paid to repair damages or injuries suffered by yourself.
CONFIDENTIAL MEDICAL CERTIFICATE: medical questionnaire 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: all damage other than *Bodily* or *Material damage* resulting directly and immediately from *Bodily* or *Material damage* covered by the insurance.
COUNTRY OF DESTINATION: your main country of residence during your stay *Abroad*.
COUNTRY OF NATIONALITY: the country shown on the Application form or, in the absence of the Application form, the country shown on the passport or on any other official identity document under the heading "nationality".
- D** **DAILY HOSPITAL CHARGE:** portion of daily hospital charges in France not covered by French Social security.
DIRECT PAYMENT OF HOSPITAL CHARGES: if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct settlement of your hospital charges with no upfront payment, subject to the review of your *Confidential Medical Certificate*. *You* can activate this service using the emergency contact numbers listed in paragraph 1.1 or by presenting your insurance card to the hospital or clinic (unless *You* selected a EHIC top-up cover).

(TOTAL OR PARTIAL) DISABILITY: disability following an *Accident* making it totally or partially physically impossible (as medically verified and recognised by the insurer) for *You* to continue with the course in which *You* are enrolled.

- E EFFECTIVE DATE:** date on which the contract takes effect and shown on the *Membership certificate*.
EMERGENCY DENTAL TREATMENT: the policy covers *Emergency dental treatment* (temporary dressings, fillings, root canal work, extractions etc.) resulting from an *Accident* or unexpected *Illness* requiring surgery or medical treatment and which could not wait until your return to your *Country of nationality*.
EXCESS: sum for which *You* are responsible in the settlement of a *Claim*.
EXCLUSIONS: that which is not covered by the insurance contract. All contracts include exclusions from cover.
- F FAMILY MEMBER:** father, mother, sister, brother, child or legal guardian residing in your *Country of nationality*.
FORCE MAJEURE: any unforeseen, unavoidable and uncontrollable event declared by the public authorities of the country where *You* are staying.
FRIEND: any person named by yourself or by one of your dependents, residing in your *Country of nationality*.
- H HOSPITALISATION:** stay (with or without surgery) in an hospital (public or private) subsequent to an *Accident* or *Illness* and during which a bed has been allocated to *You*.
- I IDENTIFIED THIRD PARTY OR OPPOSING PARTY:** individual or legal entity, whose identity and address *You* know, who is responsible for damage caused to *You* or who is challenging one of your legal rights.
ILLNESS: any sudden and unexpected alteration in the state of health, certified by a competent *Medical authority*.
INSURANCE YEAR: period of twelve consecutive months that separates two anniversary dates of the *Effective date* of the cover.
INSURED, "YOU": individual accepted by the insurer and to whom cover under the policy applies.
INTERVENTION LIMIT: minimum amount above which the insurer will consider direct intervention or reimbursement.
- L LITIGATION, CONFLICT OR DISPUTE:** disagreement or challenge to the law, the prejudicial or reprehensible nature of which may lead to a claim being made or legal proceedings being taken against *You* by an *Identified third party*.
- M MATERIAL DAMAGE:** damage affecting the structure or substance of a thing and resulting in a covered 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 the Association of APRIL Mobilité Insured and who pays the *Premium*.
MEMBERSHIP CERTIFICATE: document serving as proof of insurance which *We* issue to the *Member*, confirming cover under the Crystal Studies policy and showing the policy *Effective date*, the levels of 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 persons to repair damages caused to others.
PREMIUM: sum paid by the *Member* in exchange for the cover granted by the insurer.
- 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 starting certain procedures or treatments.
- S STABILISATION:** stabilisation of the state of health of a victim of an *Accident* or person suffering from an *Illness*.
STUDENT EQUIVALENT: apprentice, au pair or student receiving remuneration during studies. In all cases, the remuneration received by the student must not exceed the equivalent of €1,300 per month.
- T TERMINATION:** final and early cancellation of the contract.
- V VALUABLES:** pearls, jewellery, wrist watches, furs, devices and accessories for the reproduction of sounds or for reproduction of images, hunting arms and portable computers.
- W WE, US:** APRIL International Expat.

3. BENEFITS AND TERRITORIALITY OF YOUR POLICY

3.1. WHAT IS COVERED BY YOUR POLICY?

Membership of the plan covers *You*, depending on the option selected, for the following benefits:

For the "Mini" option:

- reimbursement of medical expenses,
- repatriation assistance.

For the "Complete" option:

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

3.2. WHERE ARE YOU COVERED?

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*).

If EHIC top-up cover is selected, cover applies during the stay *Abroad* in the following countries: Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Guadeloupe, French Guyana, Martinique and the Reunion Island), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal (including Madeira and the Azores), Romania, Slovakia, Slovenia, Spain (including the Balearic and Canary Islands), Sweden, Switzerland and the United Kingdom (including England, Scotland, Wales, Northern Ireland and Gibraltar). Cover applies 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, by calling + 33 (0)1 73 02 93 93 or by writing at info@aprilmobilite.com. This list is subject to change.

4. WHO IS COVERED BY THE POLICY?

To be eligible for the insurance, *You* must:

- be under 41 years of age at the *Effective date* of cover;
- be a student (or *Student equivalent*) or schoolchild outside your *Country of nationality* for the purposes of travel, studies, language training or on an au pair placement or internship;
- have completed and signed the Application form;
- have provided **a photocopy of your current student card** or **a certificate of attendance at school** (a copy of your contract with the host family if *You* are going *Abroad* as an au pair);
- have signed the Health statement no more than six months before the requested *Effective date*;
- 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 your *Country of destination*.

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

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

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

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

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

5. EFFECTIVE DATE, DURATION AND CANCELLATION OF THE POLICY

5.1. WHEN DOES YOUR POLICY TAKE EFFECT?

On the date shown on the *Membership certificate* and at the earliest, on the day after *We* receive the original application and supporting documents (including the Application form and the Health statement, both completed and signed and a photocopy of your current student card or certificate of attendance at school or a copy of your contract with the host family if *You* are going *Abroad* as an au pair), subject to the suspensory condition of payment of the *Premium* and to our acceptance in the form of an issued *Membership certificate* summarising the cover selected.

The insurer shall be responsible only for expenses incurred as a result of stipulated actions on or after the *Effective date* of cover.

5.2. DURATION OF COVER AND RENEWING YOUR POLICY:

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

The duration of cover is shown on your *Membership certificate*.

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

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

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

5.3. YOUR COVER COMES TO AN END:

- a) if the *Premium* is not paid (see paragraph 6);
- b) if the agreement is cancelled by the insurer or by the Association of APRIL Mobilité Insured at the annual renewal date (in this case the Association will inform the *Member*);
- c) once *You* cease to meet the conditions of insurance outlined in paragraph 4;
- d) on the day of final return to your *Country of nationality*;
- e) at the latest on the last day stated on your *Membership certificate*.

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

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 *You* and the *Member* at risk of withdrawal of cover and the *Termination* of the contract.

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 L112-9-I of the French Insurance Code apply: “*Any person who is canvassed at their home or residence or place of work, even if this visit was at their own request, and who signs an insurance proposal or contract for a purpose which is not related to their commercial or professional activity, may cancel this agreement by sending a letter by recorded delivery with proof of receipt during a period of 14 days from the day of signature of the agreement without requiring to specify the reason for the cancellation or being subject to penalties. (...) As soon as they become aware of any circumstances which give rise to a claim under the policy, the policyholder loses this right to cancel.*”

Cover ceases on the date of receipt of the letter of cancellation and *We* will refund to the *Member* any *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. 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 Crystal Studies policy n°.....
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 contract and the original *Membership certificate* and the insurance card have been returned.

You must provide proof that your trip has been cancelled.

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

6. PREMIUMS

6.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium* may be increased from 1st October of each year depending on the claims history of the policy. It is linked neither to your state of health, nor to your level of medical expenditure.

The *Premium* is calculated on the basis of the option and the type of cover selected, your age and the duration of cover required.

The age used in the calculation of your *Premium* is your age on the *Effective date* of the policy.

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

6.2. PAYMENT METHOD:

Premiums are payable in advance in euros, according to the payment method chosen by the *Member* and shown on the 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 with suspension of cover 30 days later. The policy will be terminated 10 days after the expiry of this 30-day period. 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 *Premiums* and the subsequent *Termination* of the policy does not cancel the debt. *We* will take appropriate action to obtain payment of the *Premium* due and will have recourse to a debt recovery firm specialising in international debts. The *Member* is liable for any administration charges incurred as a result of any action taken by *Us* or by our service providers.

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

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

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

7.1. MEDICAL EXPENSES:

7.1.1. TYPE AND LEVEL OF REIMBURSEMENT

The reimbursement of all medical expenses is guaranteed for all treatments listed on the benefits schedule which are prescribed by a qualified *Medical authority*.

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

Expenses are reimbursed up to the limit of *Actual costs*, up to the overall limit indicated in the benefits schedule, and up to contractual limits. The exchange rate applied will be that in force on the date of the *Claim*. **The maximum reimbursement made by the insurer under medical expenses cover is limited to €200,000 per Insurance year and per Insured. Any benefits or services of the same type received from any other public or private organisation in France or Abroad will be deducted from this amount.**

MEDICAL EXPENSES

Up to €200,000 per Insurance year

HOSPITALISATION	Medical or surgical <i>Hospitalisation</i> : Transfer by ambulance (if <i>Hospitalisation</i> is covered by APRIL International) Accommodation (including <i>Daily hospital charge</i> in France) Medical and surgical fees Examinations, tests and medicines Medical procedures	100% of <i>Actual costs</i>
	<i>Hospitalisation</i> for the treatment of mental or nervous disorders	80% of <i>Actual costs</i> , up to 20 days per year
	<i>Direct payment of hospital charges</i> during approved <i>Hospitalisation</i> for more than 24 hours	provided on request 24 hours a day, if prior agreement has been obtained (unless a cover as a top-up to the EHIC has been selected)
	Private room	up to €50 a day
ROUTINE HEALTHCARE	Examinations and treatment carried out in hospital and lasting less than 24 hours	100% of <i>Actual costs</i>
	Consultations, visits and procedures carried out by GPs or specialists	100% of <i>Actual costs</i> (limited to €130/year for eye care consultations and to 80% of <i>Actual costs</i> and 5 sessions/year for the treatment of mental or nervous disorders)
	Diagnostic tests, laboratory tests, X-rays and drugs	100% of <i>Actual costs</i>
	Procedures carried out by medical auxiliaries (following a <i>Reported accident</i>)	100% of <i>Actual costs</i>
	<i>Emergency dental treatment</i>	up to €400 per year
	Cost of dentures (following a <i>Reported accident</i>)	up to €600 per year
	Prostheses excluding dentures (following a <i>Reported accident</i>) Eye care: lenses, contact lenses and frames (following a <i>Reported accident</i>)	up to €500 per year
	Contraceptives (condoms)	up to €20 per year

7.1.2. HOW TO REQUEST DIRECT PAYMENT OF HOSPITAL CHARGES FOR STAYS OF MORE THAN 24 HOURS

We can pay your hospital charges by dealing directly with the hospital where *You* are being treated. This service is not applicable if the EHIC top-up cover has been selected.

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. 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 or certain regions of Mexico, call [+1] 866 299 2900 (Freephone),
- from a country in South America, call [+1] 305 381 6977 (reverse charges),
- from a country in Europe or Africa, call + 33 (0)1 73 02 93 99, Fax: + 33 (0)1 73 02 93 70,
- from other countries, call + 33 (0)1 55 92 23 09.

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 hospital 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 procedures or treatments 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 provide *You* with a *Request for prior agreement* form and an itemised estimate of costs.

The “*Request for prior agreement*” form is available on your insurance website at www.april-international.fr or by calling +33 (0) 1 73 02 93 93 or by writing at info@aprilmobile.com.

Prior agreement must be obtained for treatment dispensed by medical auxiliaries following a *Reported accident* if the number of sessions per *Insurance year* exceeds 10.

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

APRIL International Expat

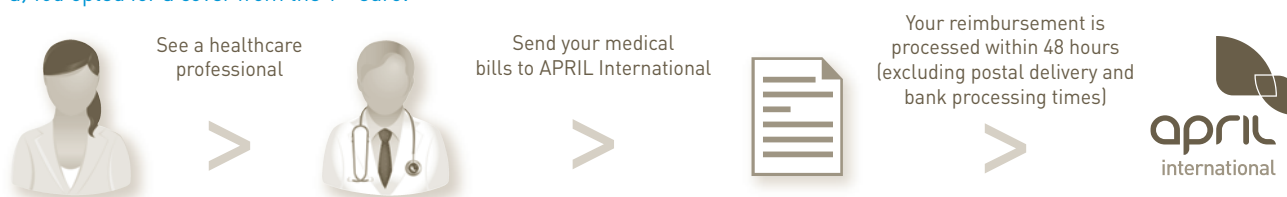
Service Remboursements - 110, avenue de la République - CS 51108 - 75127 Paris Cedex 11 - FRANCE

E-mail : prestation@aprilmobile.com

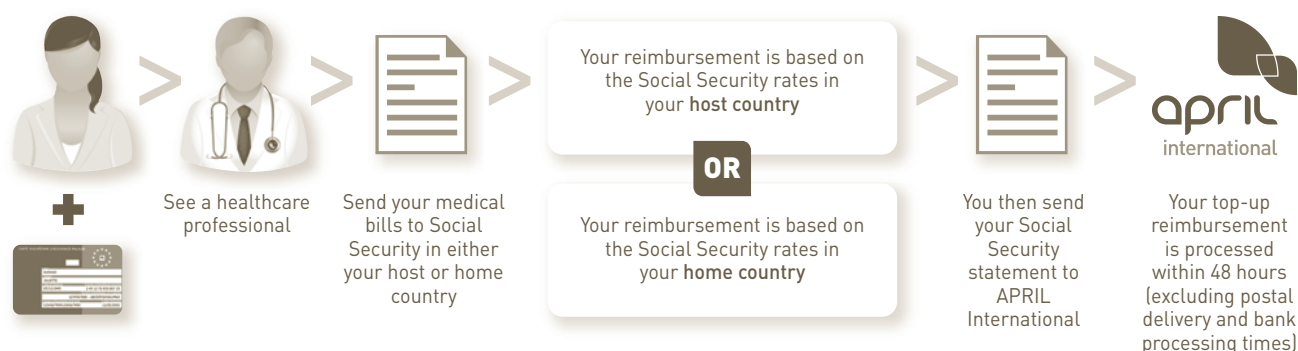
7.1.4. HOW TO CLAIM REIMBURSEMENT OF COSTS

You see a healthcare professional:

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



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



Documents to enclose with your claim for reimbursement:

Please complete the **reimbursement claim form** available on your insurance website at www.april-international.fr or by calling +33 (0)1 73 02 93 93 and send it to *Us* no later than 3 months following the date of treatment. *You* should also send *Us* the following documents:

- original copies of paid medical bills and fees, medical prescriptions dated and showing your surname, name and date of birth, the type of *Illness*, and the nature and date of visits and treatments received, along with proof of payment. Prescriptions must clearly show the name and price of the drugs, and indicate the local currency;
- if *You* have EHIC top-up cover, please enclose the reimbursement statements from Social Security in your host country or country of origin;
- for reimbursement of procedures carried out by medical auxiliaries, dentures, prostheses and optical costs, *You* must attach proof that the treatment was given as a direct consequence of a *Reported accident*, as defined in paragraph 2;
- when applying for the reimbursement of your *Emergency dental treatment*, *You* must also provide a medical certificate issued by your dentist certifying that the treatment was given in response to a dental emergency as defined in paragraph 2.

To claim the reimbursement of Hospitalisation charges, You should:

(if *You* have not used the *Direct payment of hospital charges* outlined in paragraph 7.1.2)

- ask your doctor to complete the *Confidential Medical Certificate* form 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 the certificate along with the hospital report to our Medical Examiner:
 - by fax: + 33 (0)1 73 02 93 60,
 - by email: hospitalisation@aprilmobilite.com,
 - by post: 110 avenue de la République, CS 51108, 75127 Paris Cedex 11, FRANCE.

The « *Confidential Medical Certificate* » form is available on your insurance website at www.april-international.fr or by calling +33 (0)1 73 02 93 93 or by email at info@aprilmobilite.com.

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

APRIL International Expat

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

In the event of a dispute over the amount of the payment, *You* must notify *Us* within six months of the date on the reimbursement advice note. No claim will be accepted after that period.

***You* can be reimbursed:**

- by cheque in euros;
- by bank transfer to a bank account in France (send *Us* details of your bank account);
- by bank transfer to a bank in the USA. International bank details are required including the 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.

Double insurance:

Reimbursements received from the insurer and from any other public or private 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 application. Within these limits, *You* can claim reimbursement by applying to the provider of your choice.

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

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

7.2. REPATRIATION ASSISTANCE:

How to benefit from repatriation assistance:

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 will intervene only after first aid has been given on the orders of a competent *Medical authority*.

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

7.2.1. CONDITIONS FOR THE IMPLEMENTATION OF COVER

If *You* or the persons accompanying *You* should take any of the action 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. 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 in your *Country of destination*,
- or your home in your *Country of nationality* or in your *Country of destination*.

If *You* are hospitalised in a health centre outside the hospital district of your usual place of residence in your *Country of nationality* or 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.

7.2.3. PRESENCE OF A FAMILY MEMBER FOR HOSPITALISATION

If your condition does not permit or does not necessitate your repatriation and if *You* stay in a local hospital for six or more 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 a (legally adult) *Family member* is not 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.

7.2.4. PROCUREMENT AND SHIPMENT OF MEDICATION NOT AVAILABLE LOCALLY

If it is impossible to find indispensable medicine or its equivalent on site, when such medicine has been prescribed before departure by your doctor in your *Country of nationality*, APRIL International Assistance will search for it in France.

If it is available, it will be sent as quickly as possible, subject to the constraints of local law and the available means of transport.

This cover is based on specific demands and under no circumstances shall it be granted in the context of long-term treatments that necessitate regular shipments or a request for a vaccine. *You* are responsible for the cost of the medicines and agree to reimburse any excess costs of customs clearance within a maximum of 30 days of the date of shipment.

7.2.5. EARLY RETURN HOME IN CASE OF 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 of more than 5 consecutive days of a *Family member* in your *Country of nationality*.

Starting on the date on which cover takes effect, a six-month waiting period applies to cases of *Family members* suffering from *Illnesses*. Outbound travel must be made within eight days of the date of death or hospitalisation.

This cover applies when the death or hospitalisation occurs subsequent to your departure. 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).

7.2.6. SEARCH AND RESCUE COSTS

The purpose of this cover is to reimburse *You* for the costs of search and rescue, including the use of a helicopter, in either the private or public domain, by specialised teams equipped with all resources needed to locate and evacuate *You* to the nearest equipped reception centre, **up to a limit of €5,000 per Insured and per event**. In all cases, this cover is limited to the total amount that *You* must pay, based on invoices, in full or in part, to official entities that have taken part in search or rescue efforts. This cover 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.

7.2.7. RETURN OF REMAINS AND PROVISION OF COFFIN COSTS

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 any post mortem care, casketing and transportation requirements.

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

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

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

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

APRIL International Assistance advances the cost of bail *Abroad* required by the authorities to free *You* or to enable *You* to avoid incarceration. This advance is made through an on-site lawyer **up to a limit of €15,000 per event**. *You* must reimburse this amount to APRIL 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 event of conviction;
- in all cases, within three months of the date of payment.

7.2.9. PASSING ON URGENT MESSAGES

If it is physically 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 sole 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. APRIL International Assistance can also serve as an intermediary in the opposite direction.

7.2.10. TRAVEL ASSISTANCE IF PERSONAL ITEMS ARE LOST OR STOLEN

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

7.2.11. ENFORCED STAY ABROAD

In the event of an incident classed as *Force majeure* by the public authorities in your *Country of destination* which prevents *You* 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.

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

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

7.2.12. 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 (1st 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*.**

7.2.13. 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.

7.2.14. 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 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 59 49** from 9.00 to 20.00 (Paris time) from Monday to Saturday. *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* (which falls under the jurisdiction of an EU country) from an opposing *Identified third party* and if your request is legally grounded and legal proceedings have been filed against *You* in a private capacity, *You* are entitled to cover in the following areas of **up to €16,000 per Litigation and per Insurance year:**

- **Criminal law:** if *You* are the victim of an attack by an *Identified third party*, the insurer will intervene to obtain compensation for the personal injury or material damage caused to *You*. *You* are also covered for the defence of your interests if *You* are prosecuted for an unintentional breach of the law or an offense before a criminal court or an administrative commission.

If *You* are prosecuted for a breach of the law considered to be intentional by the Court and if, following the court case, *You* are released without charge, the insurer will cover any costs that *You* incurred in the defence of your interests within the limits set by your policy, on receipt of the ruling made in your favour.

- **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 etc.

- **Local government:** *You* are covered for disputes *You* have with local government (excluding tax authorities), public services and local authorities.

- **Internet purchases:** If *You* are in dispute with an *Identified third party* and your claim is legally sound, *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*.

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.

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.

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

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

These fees include secretarial and travel costs and are shown including all taxes. If the case is brought before a foreign court, the insurer will pay the fees corresponding to the equivalent French jurisdiction and cover 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.

Once the case has been heard, the insurer will enforce the ruling in your favour if the third party can be located and is solvent.

If *You* require the services of a lawyer, the insurer will cover their fees. *You* can choose your usual legal advisor 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*, *You* must declare it by calling +33 (0)1 48 10 54 02 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 insurance company, they may refuse to intervene. The *Litigation* must have occurred after the *Effective date* of cover and must be declared during the period of validity of the policy. If *You* declare the *Litigation* in writing, *You* must send a declaration giving specific details of the circumstances of the *Litigation*, your policy number, your address and telephone number and the address and telephone number of the opposing party and all documentation in support of your claim. Costs must not be incurred nor action undertaken without the insurer's agreement. Any action to be taken will be agreed jointly between *You* and the insurer. If prior agreement is not given, the cost and consequences of any action will be at your own expense, unless it is a matter of urgent risk mitigation.

Arbitration clause

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

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

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

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* 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* which *You* may cause to another person resulting in particular from:

- your own actions or those of persons for whom *You* are responsible;
- things or animals owned or kept by yourself;
- any sport or outdoor activity that *You* may practise (except *Exclusions* mentioned in paragraph 8);
- liability incurred through participation in internships, with regard to the internship manager, 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 the internship manager, 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 31st, 1989) and the decree of August 1st, 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 LEVEL

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 level* 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 to act as arbiter. The insurer will cover the costs of establishing this faculty.

However, the president of the departmental court 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. 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 six months after an *Accident* that has caused fatal injuries. However, if the *Insured* dies after having received *Compensation* for permanent *Disability* from the insurer for the same *Accident*, their heirs will receive the sum stipulated in the event of death, minus the amount of the said *Compensation*.

Attribution of benefits

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

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

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

How to benefit from the cover:

The death must be declared at the date it became known, excluding fortuitous events or cases of force majeure. The following supporting documents should be sent to the insurer through our intermediary:

- 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* claim in writing 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. DELAYED DEPARTURE:

You are covered for the reimbursement of penalties required by airlines in the case of postponement of your departure date.

Cover applies:

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

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

How to benefit from the cover:

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

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

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

7.9. 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 €15 Excess.

How to benefit from the cover:

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

8. WHAT IS NOT COVERED BY YOUR POLICY**8.1. EXCLUSIONS FROM MEDICAL EXPENSES COVER:**

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

- any medical and surgical expenditure not prescribed by a qualified *Medical authority*;
- the cost of over-the-counter pharmacy items (creams, ointments etc.), cosmetics, sunscreens, comfort care and dermatological treatment;
- pedicure;
- alternative or complementary medicine (osteopathy, chiropractic, acupuncture, herbal medicine, traditional Chinese medicine etc.);

- medical auxiliaries other than physiotherapists, nurses and midwives;
- occupational therapy, logopedics and the treatment of psychomotor disorders;
- psychologist consultations;
- dental implants, periodontics and all orthodontic treatment;
- any non-emergency dental treatment such as: routine dental examinations, scaling, pre-existing conditions including tooth decay/cavities, reconstruction, crowns and/or repair of crowns or any other treatment not required for pain relief;
- the cost of prostheses (including dentures) and eye care, medical auxiliaries, unless the costs are the result of a *Reported accident*;
- pre-natal classes;
- thermal treatments and thalassotherapy;
- the cost of vaccination;
- surgery on the temporo-mandibular joint;
- attention deficit disorder with or without hyperactivity;
- the treatment of eating disorders;
- the cost of cosmetic treatment and comfort care, anti-ageing treatment and cures, treatments related to weight loss or weight gain;
- any treatment related to infertility, fertility or contraception;
- medicines and treatments to support smoking cessation;
- laser eye surgery (including the correction of myopia) and the treatment of cataracts;
- the cost of sourcing and transporting organs for transplant;
- preventive treatments;
- health checks, routine tests and check-ups;
- treatment not recognised by the medical authorities of the country in which it is dispensed;
- experimental treatment;
- *Hospitalisation* for any purpose whatsoever, which was already scheduled at the time of application for the insurance or within 12 months of the policy *Effective date*;
- supplies which are not essential to the diagnosis or treatment of the disease;
- costs that could have been incurred on return to your *Country of nationality*;
- non-medical costs, such as telephone charges in the event of *Hospitalisation* or costs considered excessive, unreasonable or unusual considering the country in which they were incurred;
- transport costs other than transfer by ambulance to the nearest suitable care centre;
- stays in rest homes situated in the countryside, at the seaside, in the mountains, except after *Hospitalisation* with or without surgery.

8.2. EXCLUSIONS FROM REPATRIATION ASSISTANCE COVER:

In addition to the *Exclusions* common to all cover outlined in paragraph 8.8 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 check-ups or preventative screenings;
- infections or benign injuries that can be treated on site and that do not prevent *You* from continuing your 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;
- fertility treatments;
- pregnancy, childbirth and their consequences involving newborns, termination of pregnancy;
- cosmetic surgery, dermatological treatments, travel for the purpose of 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 failing to respect recognised safety rules related to the practice of any sports or leisure activity;
- the result of damage caused by explosives in your possession.

Under repatriation assistance, the following are not covered and will not give rise to reimbursement:

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

With regard to benefit in the event of an enforced stay *Abroad*, the following are not covered and will not be reimbursed under the policy:

- 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 paragraph 2 and attested by the competent public authorities.

Cover also excludes search and rescue costs:

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

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

- *Disputes* involving the rights of individuals and families;
- if your *Dispute* 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 or industrial intellectual property or involving brands, patents or copyright;
- in *Disputes* resulting from exceptional risks (civil or foreign war, riots, popular uprisings, acts of terrorism or sabotage and acts of vandalism) or a natural disaster;
- *Disputes* arising from intentional wrongdoing on your part;
- *Disputes* relating to a conflict between *You* and the insurer unless the *Arbitration* or *Conflicts of interest* clauses have been applied;
- *Disputes* relating to the expression of political or trade unionist views;
- *Disputes* relating to investment properties;
- *Disputes* relating to urban planning;
- *Disputes* relating to customs and excise;
- *Disputes* relating to the holding of office in a company constituted under civil or commercial law or your participation in its administration or management;
- *Disputes* relating to any professional activity on any basis other than as an employee (voluntary, association or trade union);
- *Disputes* relating to financial guarantees granted outside the family or as part of a professional activity;
- *Disputes* over your debt or insolvency, settling of a debt or securing of payment terms;
- *Disputes* arising from a breach of the Highway Code.

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*;
- "no win no fee" costs;
- costs and interventions made necessary or aggravated solely by your own actions;
- 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;
- sums paid as a guarantee to the court and bail.

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 the internship manager 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 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:

All cover excludes the results and consequences of:

- your intentional or fraudulent acts and/or violations of the law of the country in which *You* are staying;
- voluntary participation in fights, popular movements wherever they may take place and whoever those involved may be (except in legitimate self-defence);
- civil or foreign war, riots, strikes, acts of terrorism, piracy or sabotage;
- your suicide or attempted suicide, use of unprescribed drugs or narcotics, alcoholism or drunkenness (blood alcohol concentration above that stipulated by vehicle traffic laws in force on the day of the *Claim* in the country where the incident took place);
- the direct or indirect effects of changes in atomic structure, climatic events such as storms or hurricanes, earthquakes, flooding, tsunami or other cataclysms, unless included in compensation for natural disaster;
- *Accidents* or *Illnesses*, ailments, deformities existing prior to the *Effective date* of cover that are liable to recur or develop, and congenital *Illnesses* or deformities not declared at the time of application;
- sailing or pleasure boating on the high seas;
- hunting;
- the practice of dangerous sports such as: ULM, hang gliding, paragliding, auto racing, motorcycle racing or karting, parachuting, mountaineering, climbing (other than on artificial climbing walls), rock climbing, underwater diving unless to a depth of less than 50 metres, spelunking, skeleton, ski jumping, bobsledding, bungee jumping, rafting, canyoning, hot air ballooning, jet skiing, kitesurfing, self-defence and combat sports and the following sports practised off piste: downhill skiing, crosscountry skiing, sledding and 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;
- any sport requiring the use of any kind of land, sea or air engine;
- any sporting activity involving the use or presence of an animal such as horse riding, horse riding competitions or bullfighting;
- air navigation *Accidents* unless *You* are simply a passenger aboard an aircraft for which the owner and the pilot have all required permits and licenses.

Except in application of Articles L.113-8 and L.113-9 of the French Insurance Code, the benefits apply as a consequence of diseases or medical *Illnesses* which occurred before the date of signing the policy Application form if they were declared on the said Application form and are not subject to a particular exclusion, of which the *Insured* has been notified by letter and which has been accepted by the *Insured*.

9. GENERAL CONDITIONS

9.1. WHO INSURES YOUR POLICY?

This policy is effected by the Association of APRIL Mobilité Insured (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 and *Personal accident* cover:

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

for repatriation assistance and delayed departure cover:

optional group insurance plan with ACE EUROPE (plan number FRBBBA07289) with assistance services provided by CORIS Assistance, a company regulated by the French Insurance Code. Head office: 100 Leadenhall Street, London EC3A 3BP, UNITED KINGDOM. Company registered abroad with Companies House in England and Wales under number 1112892. General Management in France based at Le Colisée, 8 avenue de l'Arche, 92419 Courbevoie Cedex, FRANCE. Registered with House in Nanterre under number 450 327 374 (APE code: 660E).

The legal assistance cover is insured by Solucia PJ (policy number 1000 66 02) a legal protection insurance company regulated by the French Insurance Code. Head office: Tour Essor, 14, rue Scandicci, 93508 Pantin Cedex, FRANCE.

The *Personal liability private capacity, internships and tenant's liability, baggage insurance and legal protection cover* are insured by Gan Eurocourtage (contract number 78 347 432). 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: 6512), located at 4-6 avenue d'Alsace, 92033 La Défense Cedex, FRANCE.

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

APRIL International Expat also provides "counselling" services offered by PSYA, located at 69, rue Lafayette, 75009 Paris, FRANCE, registered with Companies House in Nanterre under number 414 510 024.

9.2 LEGAL:

The bodies responsible for regulating insurance activities are:

- for the repatriation assistance and delayed departure plans: Financial Services Authority, located at 25 The North Colonnade, Canary Wharf, London E14EHS, UNITED KINGDOM,
- for the other plans: Prudential Supervision Authority (ACP) located at 61, rue Taitbout, 75436 Paris Cedex 09, FRANCE.

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

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

The benefits and levels of reimbursement provided under the policy will be automatically adjusted in line with the legislative and regulatory developments governing contracts under French law.

9.3. LIMITATIONS:

All action deriving from this contract is limited to a period of 2 years from the date of the event that gave rise to said action in accordance with Articles L.114-1 and following of the French Insurance Code. For death benefit, the period is extended to 10 years when the *Beneficiaries* are your heirs.

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 challenge the grounds of certain decisions and to demand that *You* provide any proof necessary to determine exact cover, particularly by forwarding 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 6th January, 1978, amended).

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APRIL INTERNATIONAL EXPAT A MEMBER OF APRIL

Headquarters:

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Registered with Companies House in Paris under number 309 707 727

Insurance broker - Registered with ORIAS (Organisation for the registration of insurance brokers) under number 07 008 000 (www.orias.fr)

Prudential Supervision Authority - 61, rue Taitbout - 75436 Paris Cedex 09 - FRANCE



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