

[ LA MOBILITÉ ]  
INDIVIDUALS

# Welcome Cover

General conditions 2012

Ref: Wc 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 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" form 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 24 hours:**  
call + 33 (0)1 73 02 93 99.

### 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.

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



### 1.3. LEGAL ASSISTANCE SERVICE:

**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@soluciapij.fr.

### 1.4. COUNSELLING SERVICE:

**To take advantage of the counselling service** (see paragraph 7.4), please contact us:

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

### 1.5. ONLINE SERVICES:

At [www.april-international.fr](http://www.april-international.fr) (using the "individuals" link), *You* can access your extranet service using a secure access code and password.

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

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

*You* can 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 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 *Policyholder*, *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.

**1.6. 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 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 payment during the life of the policy.  
**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:** the main country of residence where *You* will be staying during your trip to metropolitan France or the *D.R.O.M.* (French Overseas Departments and Regions).  
**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** **DAILY HOSPITAL CHARGE:** portion of daily hospital charges in France not covered by French Social Security.  
**DIRECT PAYMENT OF HOSPITAL CHARGES:** if *You* are hospitalised for more than 24 hours, *You* may be eligible for direct payment of your hospital charges with no upfront payment, subject to the review of your *Confidential medical certificate*. *You* can activate this service by calling the emergency contact number shown in paragraph 1.1. or by showing your insurance card at 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 ones *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 *Policyholder certificate*.  
**EXCESS:** sum for which *You* are responsible in the settlement of a *Claim*.  
**EXCLUSIONS:** that which is not covered by the insurance policy. All policies include exclusions from cover.

- F FAMILY MEMBER:** your father, mother, sister, brother, child or legal guardian residing in your *Country of nationality*.
- FRENCH SOCIAL SECURITY REIMBURSEMENT RATE:** reimbursement basis used by the French Social Security scheme for procedures or prescriptions performed or issued by health professionals. It varies depending on the sector to which the healthcare professional or hospital belongs. Where generic medicines exist, the reimbursement basis shall be the flat rate corresponding to the price of the generic version.
- 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 unforeseen alteration of your state of health, confirmed by a qualified *Medical authority*.
- INSURANCE YEAR:** period of 12 consecutive months beginning on the *Effective date* of the policy.
- INSURED, "YOU":** individual accepted by the insurer and to whom cover under the policy applies.
- 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.
- 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.
- POLICYHOLDER:** person who subscribes to the policy and pays the *Premium*.
- POLICYHOLDER CERTIFICATE:** document serving as proof of insurance, which *We* issue to the *Policyholder*, confirming cover under the Welcome Cover policy and specifying the *Effective date* and the benefits selected. The *Policyholder certificate* reflects the special conditions of the policy.
- PREMIUM:** sum paid by the *Policyholder* in exchange for the cover granted by the insurer.
- 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 *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 force, fire fighters or paramedics) having delivered a certificate specifying the circumstances, type of injury and 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 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 policy.
- 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 *Policyholder certificate*.

## 3. POLICY BENEFITS AND TERRITORIALITY

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

Subscription of the plan provides *You* with the following cover:

- reimbursement of medical expenses,
- repatriation assistance,
- legal assistance,
- counselling service,
- *Personal liability* (private capacity and internships),
- accidental death, or total or partial *Disability*,
- loss, theft or destruction of baggage.

### 3.2. WHERE ARE YOU COVERED?

**Cover is acquired in France and the D.R.O.M. (French Overseas Departments and Regions).** Cover is extended to the Schengen countries, Andorra and Monaco for a period of not more than 90 consecutive days between two stays in France or the *D.R.O.M.* and during visits to your *Country of nationality* of not more than 90 consecutive days (except countries excluded from the policy).

**Member countries of the Schengen Agreement as of 30/11/2011:** Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxemburg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Czech Republic and the Netherlands.

**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) or by calling +33 (0)1 73 02 93 93 or by email at [info@aprilmobilite.com](mailto:info@aprilmobilite.com). This list is subject to change.

## 4. WHO IS COVERED BY THE POLICY?

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

- travel to metropolitan France or the *D.R.O.M.* (outside your *Country of nationality*) for the purposes of tourism, study or training, in a business or private capacity, for a minimum duration of 15 days and a maximum duration of 12 months,
- be under the age of 65 on the *Effective date* of the policy,
- have completed and signed the Application form,
- have completed and signed the Simplified health questionnaire a maximum of 6 months before the desired *Effective date*,
- not be affected by any incapacity or *Disability* and not 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 and not have planned to receive treatment in the *Country of destination*.

Applying for cover rests on your declarations and those of the *Policyholder* 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 Simplified health questionnaire.

If *You* 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 *Policyholder certificate* and, at the earliest, on the day after *We* receive the complete application (including the Application form and the Simplified health questionnaire, both completed and signed), subject to the suspensory condition of full payment of the *Premium* due and to our acceptance evidenced by the issuing of a *Policyholder certificate* specifying the cover selected.

The cover takes effect 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*;
- otherwise:
  - a) 15 days for *Hospitalisation*,
  - b) 8 days in other cases.

The *Waiting periods* begin on the *Effective date* specified on your *Policyholder 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:

Cover is acquired for a minimum period of 15 days and a maximum period of 12 months. The duration of cover under the policy is shown on the *Policyholder certificate*.

**The policy cannot be renewed.**

## 5.3. YOUR COVER COMES TO AN END:

- a) if the *Premium* is not paid (see paragraph 6.3);
- b) if the agreement is cancelled by the insurer at the annual renewal date (in this case, *We* will inform the *Policyholder*);
- c) once *You* cease to 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 your *Policyholder 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 *Policyholder* 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 *Policyholder*.

### **If the *Policyholder* 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 *Policyholder* any *Premium* already paid with the exception of the *Premium* corresponding to the period of cover already passed.

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

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

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

The *Policyholder* 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 *Policyholder* may word this letter as follows:

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

## 5.5. DIFFICULTY IN OBTAINING A VISA?

Should *You* have difficulty obtaining a visa, *You* can change the *Effective date*, suspend or cancel the policy.

**To change the *Effective date*:** *You* must send *Us*, **before the *Effective date***, a request in writing accompanied by the *Policyholder certificate* which was issued, detailing the new dates of cover.

**To suspend the policy:** send *Us* a written request, **before the *Effective date***, enclosing the *Policyholder certificate* which was issued. Suspending the policy allows *You* to change the *Effective date* over a period of a maximum of 6 months from the date of issue of the policy.

**To cancel the policy before the *Effective date*:** *You* should make your request, **before the *Effective date***, in writing (by recorded delivery), enclosing the *Policyholder certificate* which was issued.

**To cancel the policy after the *Effective date* due to the rejection of your visa application:** *You* should make your request in writing (by recorded delivery), enclosing the *Policyholder certificate* which was issued and proof of unsuccessful visa application.

**There is a €35 charge for all policies cancelled before or after the *Effective date* of cover.**

## 6. PREMIUMS

### 6.1. HOW IS YOUR PREMIUM CALCULATED?

The *Premium* is determined by the *Insured's* age and the duration of cover selected. The age of the *Insured* used to calculate the *Premium* is the age of the *Insured* on the *Effective date* of the policy.

The *Premium* may be increased on 1<sup>st</sup> January of each year depending on the claims history of the policy. 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 *Policyholder* are included in the *Premium*. Any change in the level of these taxes will be reflected in the amount of the *Premium*.

### 6.2. PAYMENT METHODS:

*Premium* is payable in advance in euros using the payment method selected by the *Policyholder* and shown on their Application form:

- credit or debit card;
- cheque.

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

### 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 *Policyholder* 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 *Policyholder* 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.

**No refund of *Premium* is made if the trip is cut short.**

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

### 7.1. MEDICAL EXPENSES:

#### 7.1.1. TYPE AND LEVEL OF REIMBURSEMENTS

The reimbursement of all medical expenses is guaranteed for all treatments listed in the benefits schedule prescribed by a qualified *Medical authority* and which would be covered by the French Social Security.

For treatment dispensed in France, the conditions required to implement the benefits are defined with reference to the general classification of treatments dispensed by the French Social Security.

If the Social Security rate of reimbursement is adjusted during the course of the year, *We* reserve the right to maintain the rate of reimbursement which *We* applied before this adjustment came into effect.

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

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.

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

### Ceilings:

The cumulative amount of reimbursements made by the insurer is limited **per Insured and per Insurance year to €50,000** less any *Compensation* or benefits of the same type from Social Security or any other public or private organisation in France or *Abroad*.

In the event of *Hospitalisation* in the Schengen zone (excluding France and *D.R.O.M.*), in Andorra, Monaco or in your *Country of nationality*, the maximum daily reimbursement is €550.

### MEDICAL EXPENSES BENEFITS SCHEDULE:

TYPE OF TREATMENT	LEVEL OF REIMBURSEMENTS
<i>Hospitalisation or primary healthcare in the event of Illness or Accident</i>	
<i>Hospitalisation with or without surgery</i>	100% of the French Social Security reimbursement rate
<i>Daily hospital charge</i>	100% of Actual costs
Private room	100% of Actual costs, up to €50 per day
<i>Direct payment of hospital charges during approved Hospitalisation of more than 24 hours</i>	provided on request 24 hours a day, if prior agreement has been obtained
Consultations, visits, procedures carried out by GP's or specialists	
Diagnostic tests, laboratory tests, X-rays, drugs and nursing*	100% of the French Social Security reimbursement rate
Physiotherapy (following a <i>Reported accident</i> and surgery covered by APRIL International*)	
Dental treatment (following a <i>Reported accident</i> )	100% of Actual costs, up to €230 per year
Dentures (following a <i>Reported accident</i> )	100% of Actual costs, up to €460 per year
Eye care: lenses, frame or contact lenses (following a <i>Reported accident</i> )	100% of Actual costs, up to €230 per year

\*Prior agreement must be obtained 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 24 HOURS

We can make a *Direct payment of your hospital charges* in the event of *Hospitalisation* of more than 24 hours to the hospital where *You* are being treated. We will liaise directly with the hospital.

**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, *You* can:**

- call +33 (0)1 73 02 93 99,
- send an email to [hospitalisation@aprilmobile.com](mailto:hospitalisation@aprilmobile.com).

**To help *Us* process your application 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 and 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 complete the form *Request for prior agreement* and provide *You* with an itemised estimate of costs.

The form “*Request for prior agreement*” is available on your insurance website at [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).

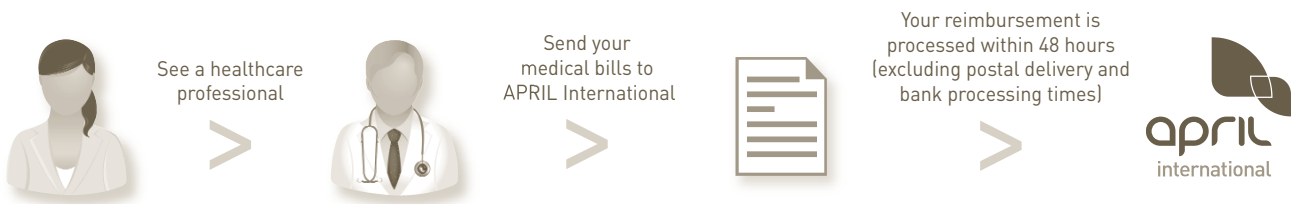
*Prior agreement* must be obtained for courses of treatment (physiotherapy following a *Reported accident* and surgery covered under the policy and nursing care) if more than 10 sessions are prescribed per *Insurance year*.

**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@aprilmobilite.com](mailto:prestation@aprilmobilite.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@aprilmobilite.com](mailto:info@aprilmobilite.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 showing your surname, first name(s) and date of birth, the type of *Illness*, type and date of visit and treatment received. The prescriptions must clearly show the name and price of the drug and indicate the currency;
- if treatment was dispensed in France, *You* must attach the original of the form *You* were given by the doctor called "Feuille de Soins" and any prescriptions and pharmacy price labels;
- for reimbursement of dental care, dentures, optical costs and physiotherapy, *You* must also send along with your *Claim* proof that the treatment was given as a direct consequence of a *Reported accident*, as defined on paragraph 2;
- if the treatment or procedure require *Prior agreement*, the *Request for prior agreement* form approved by our medical department.

#### To claim the reimbursement of your *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* 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 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) or by calling +33 (0)1 73 02 93 93 or by email at [info@aprilmobilite.com](mailto:info@aprilmobilite.com).

**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.

**We reserve the right to request any other supporting documents 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 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,
- reimbursements can be made to a third party by sending a letter to our Customer Service department showing the surname, first names, postal address and bank details of the beneficiary.

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 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 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 TRANSPORT, REPATRIATION FOR MEDICAL REASONS**

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 the residence 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 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 condition is stable, and *You* will be transferred to your residence in your *Country of destination* or in your *Country of nationality*. 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 the local hospitalisation exceeds 10 consecutive days, APRIL International Assistance provides **a return economy air fare or a 1<sup>st</sup> class train ticket** for a *Family member* to visit *You*. This cover is acquired only if none of your (legally adult) *Family members* is on site.

### 7.2.4. REPATRIATION OF THE BODY IN CASE OF DEATH AND COST OF THE COFFIN

In the event of your death, APRIL International Assistance organises and pays for the repatriation of the body or ashes from the place of death to the place of burial in your *Country of nationality*. APRIL International Assistance will cover any post mortem care, and casketing and transportation requirements. APRIL International Assistance will organise and cover the cost of transporting the coffin **up to a limit of €1,500**. 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 rests solely with APRIL International Assistance.

### 7.2.5. 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 1<sup>st</sup> class railway ticket**. This benefit can only be implemented if the *Insured* was alone on site at the time of their death.

### 7.2.6. 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. 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. APRIL International Assistance can also serve as intermediary in the opposite direction.

### 7.2.7. SEARCH AND RESCUE SERVICES

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, with a maximum of **€3,800 per Insured and per event**. In all cases, cover is limited to the amount of costs actually invoiced to *You* and which *You* were required to reimburse in full or in part to the official organisations having intervened. This cover tops up any other similar cover to which *You* may be entitled. *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.

### 7.2.8. 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 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 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 and internship) cover (see paragraph 7.6) insofar as *You* are not represented by the lawyer acting for the insurer in the defence of your civil interests.

- **Accommodation:** *You* are covered for *Disputes* with your landlord. This includes *Disputes* relating to maintenance work inside the property, interior design or improvements, *Disputes* relating to neighbourhood disturbances, *Disputes* over service charges.

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

- **Internet purchases:** *You* are covered for *Disputes* relating to transactions carried out on an internet website.

- **Remedy:** the insurer will intervene to claim compensation from the person identified as responsible for any personal injury or material damage *You* suffer as the result of an accident.

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

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

### Search for an amicable solution

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

### Payment of legal expenses

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

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

These fees include secretarial and travel costs and are shown including all taxes.

If the case is brought before a foreign court, the insurer will pay the fees corresponding to the equivalent French jurisdiction.

The insurer covers the cost of enforcing the ruling in your favour if the debtor can be located and is solvent. Otherwise the insurer's intervention will cease.

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

#### How to benefit from the cover:

As soon as *You* become aware of the *Litigation* for which *You* require assistance, *You* must declare it by calling +33 (0)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 set outs the procedure for settling a *Dispute*. *You* and the insurer may agree to appoint a third party to act as arbitrator in the dispute. If the appointment of a third party cannot be agreed mutually, the third party will be appointed by the Presiding Magistrate of a High Court, acting in chambers, the costs being paid by the insurer.

However, the Presiding Magistrate of the High Court may decide otherwise if he considers the procedure to have been improperly used.

If *You* undertake litigation at your own expense and obtain a resolution more favourable than that proposed by the insurer - or by the designated third party - the insurer will reimburse the costs incurred by *You* within the limits of cover under the policy.

*You* can also submit the dispute for assessment by a third person, freely chosen by *You*, who is recognised to be independent and authorized to give legal advice.

*You* must notify the insurer of this appointment and this person's fees will be paid by the insurer up to a maximum of €200.

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

#### Conflicts of interest

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

#### 7.4. COUNSELLING:

This cover allows *You* to benefit from a 24 hours a day, 7 days a week counselling service, either by telephone (+33 (0)1 53 04 62 75) or by email (consultant.am@psya.fr). *You* are responsible for the costs 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 call, *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 authorized to undertake psychotherapy by telephone.**

#### 7.5. PRIVATE LIABILITY (PRIVATE CAPACITY AND INTERNSHIPS):

##### 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 (except *Exclusions* stated 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.

##### 7.5.2. LIMITATIONS ON COVER

- *Bodily injury*: **€765,000 per Claim.**
- *Material and Consequential damage* to a third party: **€150,000 per Insurance year**; *Consequential damage* is included for up to 20% of the insured amount, that is **€30,000. Excess of €76 per Claim.**

- Damage caused to the materials of those holding the internship, used during the internship: **€12,000 per Insurance year. Excess of €76 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 *Us* 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 **€1,500** for all litigation undertaken in the course of a single *Insurance year*, with a minimum *Intervention threshold* of €200. This amount will not be replenished 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 disagreement, this matter may be submitted to a third party designated by mutual agreement or else by the president of the 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 party 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 party entrusted to propose a solution has made known its contents.

**Choice of legal representation**

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 *Us* 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 **€8,000**. 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*, the *Beneficiaries* 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 by *You* either on the Application form or at a later date. *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 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 should be declared by sending the insurer, through our intermediary, the supporting documentation required for payment, in particular:

- 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 €30,000**.

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 €30,000 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 send the insurer, through our intermediary, the *Accident* claim, **in writing within 30 days** of the date it became known, excluding fortuitous events and cases of force majeure. The claim must include all details on the seriousness, causes and circumstances of the *Accident* and *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 €1,200** 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, that is up to €600.**

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

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

You must make the *Claim* to the insurer, through our intermediary, **within 5 working days following the loss**. Once this deadline has passed, the insurer reserves the right to reject the *Claim*. A list of supporting documents will be requested.

## 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 not included in this cover:**

- any medical or surgical expenses not prescribed by a qualified *Medical authority* that would not be covered by the French Social Security scheme;
- any cosmetic or anti-aging, weight loss or weight gain treatments, thermal cures and thalassotherapy;
- all sterility and fertility treatments or contraception;
- psychiatric care, psychotherapy, psychoanalysis, treatment for mental illness, depression, nervous disorder (hospitalisation, consultations, medication, diagnostic and other tests);
- alternative or complementary medicine;
- vaccination, dermatology, medical check-ups and tropical diseases;
- costs that could have been incurred when *You* returned to your *Country of nationality*;
- related costs, such as telephone charges in the event of *Hospitalisation*, or excessive, unreasonable or unusual costs in the country where they were incurred;
- transportation expenses other than an ambulance to the nearest appropriate medical centre;
- supplies that are not indispensable to the diagnosis or treatment of the *Illness*;
- dental treatment, dentures, optical expenses unless following a *Reported accident*;
- prostheses (unless dentures following a *Reported accident*);
- non-surgical *Hospitalisation* or a stay in a sanatorium or home if these establishments are not approved by the public authorities;
- medical auxiliary services (unless nursing and physiotherapy following a *Reported accident* and surgery covered by *Us*);
- stays in rest homes situated in the countryside, at the seaside, in the mountains;
- *Hospitalisation*, for any cause whatsoever, already scheduled at the time of application for insurance in the 12 months following the *Effective date* of the insurance;
- medication or treatment related to smoking cessation;
- treatment requiring *Prior agreement* and for which *Prior agreement* was not obtained;
- the treatment of alcoholism, drug addiction or any other addiction or illness linked to such dependency;
- any expenses not required medically.

### 8.2. EXCLUSIONS FROM REPATRIATION ASSISTANCE COVER:

**In addition to the Exclusions common to all cover outlined in paragraph 8.3 below, the following facts or events, with respect to repatriation assistance, are not covered and will not give rise to compensation of any kind 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;
- the consumption of alcohol and the consequences thereof under local legislation;
- pregnancy, childbirth and their consequences involving newborns, termination of pregnancy;
- cosmetic surgery, dermatological treatments, 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;
- tropical diseases;
- congenital *Illnesses* or deformities;
- the consequences of a voluntary disregard for regulations in the visited country, or participation in activities not authorised

by local authorities;

- the consequences of participation in a wager, challenge, duel or crime;
- the consequences of failing to respect recognised safety rules related to participation in sporting activities;
- living expenses (hotel, taxi, food, telephone) other than those approved in advance by the assistance service;
- the cost of fuel, tolls, or ferries;
- costs not supported by original documents;
- all other costs not stipulated in the agreed cover.

**Not covered are:**

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

**The following are excluded from the search and rescue cover:**

- search and rescue expenses resulting from the non-observance of the rules of caution dictated by the site operators and/or regulatory measures governing the activity practised by the *Insured*;
- search and rescue expenses resulting from the practice of a professional sport, participation in an expedition or competition, unless otherwise expressly stipulated.

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

**In addition to the *Exclusions* common to all cover and outlined in paragraph 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 *Litigation* 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);
- costs related to submission, representation and travel if your lawyer is not a member of the bar of the competent court;
- deposits and guarantees.

#### 8.4. EXCLUSIONS FROM PERSONAL LIABILITY PRIVATE CAPACITY AND INTERNSHIPS COVER:

**In addition to the Exclusions common to all cover outlined in paragraph 8.8. below, the following are not covered under this benefit:**

- 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 law number 58208 (February 27<sup>th</sup>, 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 not covered under this benefit:**

- costs of legal action when the author of the damages 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 €200 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 not covered under this benefit:**

- continuations 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 not covered under this benefit:**

- 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 with windows that were not closed;
    - in a vehicle with doors or boot that 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 *Policyholder* 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 boating on the high seas;
- hunting;
- dangerous sports such as: microlighting, hang-gliding, paragliding, driving cars, motorcycles or go-carts, parachuting, mountaineering, climbing (other than artificial climbing walls), rock climbing, underwater diving except free diving up to 50 meters, caving, skeleton, ski jumps, bobsleighting, bungee jumping, rafting, canyoning, air ballooning, jet skiing, kitesurfing, defence or combat sports and the following sports practised off piste: skiing, crosscountry skiing, sledging and snowboarding;
- participation in any competitive sports or training, the practice of sports within a club or federation, either as a professional or an amateur;
- any sport requiring the use of any kind of land, sea or air motor or engine;
- any sporting activity involving the use or presence of an animal such as horse riding, horse riding competitions or bullfighting;
- the practice of any sport in a professional capacity;
- 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?**

The insurance policy is insured:

**For medical expenses cover:**

by Groupama Gan Vie (plan number 220/936264), 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:**

by ACE Europe (plan number FR32022521) 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);

**For legal assistance cover:**

by Solucia PJ (policy number 1000 66 08), a legal protection insurance company regulated by the French Insurance Code. Head office: Tour Essor, 14, rue Scandicci, 93508 Pantin Cedex, FRANCE;

**For Personal liability cover (private capacity and internships), Personal accident, baggage insurance and legal cover:**

by Gan Eurocourtage (plan number GCRV000005), 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 has been delegated to APRIL International Expat, a public limited company with a 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](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 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 repatriation assistance cover: Financial Services Authority, located at 25 The North Colonnade, Canary Wharf, London E14EHS, UNITED KINGDOM;
- for other benefits: 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.

Subscription to the Welcome Cover plan is evidenced by the Application form, the current General conditions and the *Policyholder certificate*. It is subject to French legislation and in particular to its Insurance Code.

The benefits and levels of reimbursement provided under this contract will be automatically adjusted in line 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 *Policyholder* 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 demand *You* to provide all the necessary supporting documents to enable the insurer 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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