MyHealth France

General conditions

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April International
INSURANCE MADE EASY

For further information about your plan, we would be pleased to advise you and help make everything as straightforward as possible from. We are availale from **Monday to Friday, 8.30 am to 6 pm** - Paris time.
Tel: +33 (0)1 53 05 30 57
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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.

Preamble

The purpose of these General conditions is to describe the benefits and services provided under the optional group insurance plans, MyHealth France, purchased by the Association des Assurés APRIL from QUATREM (for the LEVEL 1 plan: agreement 3AMHFFDSNR2018 and for the other plans: agreement 3AMHFFDSR2018).

QUATREM is a French public limited insurance company with a capital of €510,426,261 whose head office is located at 21 rue Laffitte, 75009 Paris, FRANCE. It is registered with the Paris Trade & Companies register under number 412 367 724 and is regulated by the Prudential Supervision and Resolution Authority located at 4 place de Budapest, 75436 Paris Cedex 09, FRANCE. QUATREM is also referred to as the "insurer" in these General conditions.

The Association des Assurés APRIL is an association formed under the French Act of 1901, located at 69439 LYON Cedex 03, FRANCE, whose purpose is to study, arrange and promote for the benefit of its members, all types of insurance authorised by law, in the form of group insurance where the risk is insured by licenced insurance companies operating under the French Insurance Code, the French Mutuality Code or the French Social Security Code.

The organisation managing these insurance agreements, as the insurer's delegate, is APRIL International Care France, a French simplified joint-stock company with a capital of €200,000, an insurance intermediary, registered in the Paris Trade and Companies register under number 309 707 727 and with ORIAS under number 07 008 000 (www.orias.fr), whose head office is located at 14 rue Gerty Archimède, 75012 Paris, FRANCE. The company is regulated by the Prudential Supervision and Resolution Authority, located at 4 place de Budapest, 75436 Paris Cedex 09, FRANCE.

The *Member* is the individual who joins the Association and is enrolled in this plan.

Membership consists of the Application form, the General conditions and the *Membership certificate* which specifies the insurer. The plan is governed by French law and in particular the French Insurance Code. The language used for the implementation of this plan is French.

The term *Insured* means all persons who are entitled to benefits under the MyHealth France plan. *Insured* are listed on the *Membership certificate*.

The LEVEL 1 plan of insurance agreement n° 3AMHFFDSNR2018 does not fall within the scope of the legislative framework for "responsible" supplementary health insurance contracts. This means it does not fall under the offering tax and Social Security benefits in accordance with the provisions of Articles L.871-1 and L.862-4 of the French Social Security Code and Articles R.871 and R.871-2 onwards of the French Social Security Code. It does not therefore qualify for the tax regime provided for under Act n° 94-126 of 11/02/1994 known as the "Loi Madelin" or Madelin law.

The LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5 and LEVEL 6 plans of insurance agreement n° 3AMHFFDSR2018 meet the criteria for state-approved health insurance. This means they fall under the legislative framework of supplementary health insurance plans which offer tax and Social Security benefits in accordance with the provisions of Articles L871-1 and L862-4 onwards of the French Social Security Code and provisions of Articles R.871-1 and R.871-2 onwards of the French Social Security Code.

The benefits cover medical expenses which are reimbursable by French Social Security at, as a minimum, 100% of the French Social Security reimbursement rate. Likewise, no exclusions from cover specified in these General conditions will apply to the requirements to provide cover as set out in articles R.871-1 and R.871-2 of the French Social Security Code. This plan also complies with the minimum reimbursement thresholds and maximum cover limits set for state-approved insurance plans known as "contrats responsables" and the conditions under which excess fees charged by doctors who have not signed up to the *Controlled Pricing System, DPTAM*, may be covered.

Under the "100% Santé" reform and in application of decree n° 2019-21 of 11th January 2019, expenses incurred for medical services from the "100% Santé" basket of care will be fully covered up to the level of the retail prices set under this system and less the reimbursement from the *Statutory scheme*. These expenses will be covered in accordance with the schedule set out in the decree referred to above.

As a result, your benefits and levels of reimbursement will be automatically adjusted in line with the legislative and regulatory developments governing state-approved health insurance.
If *You* wish to benefit from the tax regime provided for under French Act n° 94-126 of 11/02/1994 known as the "Madelin law", *You* must:

- be subject to the income tax regime in respect of Industrial and Commercial Profits or Non-commercial Profits or wages and salaries in application of the provisions of Article 62 of the French General Tax Code;
- be enrolled in a French *Statutory scheme;*
- be up-to-date with the payment of your *Premiums* to the French Health and Old Age Insurance schemes in which *You* are enrolled.

1. Definitions

The language used in insurance can be technical so, to help *You* better understand how your plan operates, *We* have provided *You* with definitions of the key terms used. Whenever the following terms are written in italics and with a capital letter, they have the following meanings:

A

ACCIDENT: any physical injury not intended by the *Insured*, arising from an abrupt, sudden action of an unexpected and unpredictable nature with an external cause. In accordance with article 1353 of the French Civil Code, *You* are responsible for providing proof of the *Accident* and of the direct cause-and-effect relationship between it and the costs incurred.

ACTUAL COSTS: total amount of medical expenses charged to *You*.

APPROVED FACILITY: a facility licensed to provide medical care to insured persons which has signed an agreement with a French Social Security organisation.

C

CERTIFICATE OF CANCELLATION: document serving as evidence of the end of entitlement to benefits provided by the *Insured*'s previous health insurer. This document shows the date of enrolment in the plan, the date of termination, the list of plan beneficiaries and the medical cover to which they are entitled.

CLAIM: event, *Illness* or *Accident* giving rise to payment of benefits during the life of the plan.

CONVENTIONAL RATE: reimbursement rate used by the *Statutory scheme* agreed between French Social Security and the professional federations of various type of practitioners for doctors in the approved sector.

COORDINATED CARE PATHWAY: the *Coordinated care pathway* consists of choosing, and prioritising consultations with, a particular doctor (known as the treating doctor) for your medical care except in emergencies, when *You* are away from home or where direct access to a specialist is authorised (ophthalmologists and gynaecologists and, for patients under 26, psychiatrists and neuropsychiatrists). The *Coordinated care pathway* applies to patients from the age of 16 and, by following it, your reimbursements will not be subject to penalties.

CO-PAYMENT: share of costs remaining payable by *You* after the reimbursement from your *Statutory scheme* known as the "Ticket modérateur".

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

D

DAILY HOSPITAL CHARGE: the patient's contribution to costs payable in connection with their *Hospitalisation*.

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

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

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

DPTAM (CONTROLLED PRICING SYSTEM): generic term for the various systems designed to control excess fees charged by health professionals in the approved sector. This includes doctors who have signed up to the the Access to Care Agreement (CAS) or who have chosen the Controlled Pricing Option (OPTAM / OPTAM-CO).

By consulting a doctor who has signed up to a "DPTAM", your medical treatment, procedures and consultations will be reimbursed by French Social Security at a higher rate.

"DPTAM"-REGISTERED DOCTOR: doctor who has signed up to a Controlled Pricing System (DPTAM).

NON "DPTAM"-REGISTERED DOCTOR: doctor who has not signed up to a Controlled Pricing System (DPTAM).

E

EFFECTIVE DATE: date on which the plan starts. It is specified on the *Membership certificate*.

EMERGENCY PATIENT CHARGE: corresponds to the participation due by the patient following a visit to the emergency room not followed by *Hospitalisation* in a medical, surgical, obstetrical or dental department within the facility.

EXCESS (Article L322-2 of the French Social Security Code): fixed amount which is not reimbursed by French Social Security. This *Excess*, which is payable by the *Insured*, applies to pharmacy items, medical auxiliaries and medical transportation with the exception of emergency transportation. The *Excess* is not reimbursed under this plan.

F

FLAT RATE: the price set for a generic drug. This is the rate on which reimbursements of generic drugs are calculated by your *Statutory scheme*.

FRENCH SOCIAL SECURITY REIMBURSEMENT RATE (SSRR): statutory rate of reimbursement used by French Social Security for treatments, procedures or prescriptions performed or issued by health professionals. It varies depending on the sector to which the health professional or hospital belongs. Where generic medicines exist, the reimbursement rate is the *Flat rate* corresponding to the price of the generic version.

H

HOSPITALISATION: a (medical or surgical) stay in a (public or private) hospital during which *You* are allocated a bed following an *Accident*, an *Sudden illness* or an *Illness*.

I

ILLNESS: any deterioration in the state of health confirmed by a competent *Medical authority*.

INSURANCE YEAR: period of twelve consecutive months starting on the *Effective date* of the plan.

INSURED: all individuals covered by the benefits under this plan. That is, *You* and the members of your family who meet the conditions of insurance. They are specified on the *Membership certificate*. The members of your family are your *Spouse* and *Dependent children*.

L **LEGAL FIXED CONTRIBUTION (Article L322-2 of the French Social Security Code):** fixed amount that French Social Security does not reimburse. This contribution, which is payable by the *Insured*, applies to consultations, doctors' procedures and biological procedures. This *Legal fixed contribution* is not reimbursed under this plan.

M **MEDICAL AUTHORITY:** person holding a medical or surgical diploma which is valid in the country where *You* are staying.

MEMBER: individual or company who subscribes to this group plan taken out by "l'Association des Assurés APRIL" and who pays the *Premiums*.

MEMBERSHIP CERTIFICATE: document serving as proof of insurance, which *We* issue to the *Member* confirming their cover under the MyHealth France plan and specifying the *Insured*, the *Effective date* and the cover and options selected. The *Membership certificate* reflects the special conditions of the plan.

P **PREMIUM:** sum paid by the *Member* in exchange for the cover granted by the insurer.

PRINCIPAL INSURED: individual accepted by the insurer and to whom cover under the plan applies, referred to as "*You*" in this document.

R **RECOMMENDED RATE:** reimbursement rate used by the *Statutory scheme* agreed between French Social Security and the professional federations of various type of practitioners for doctors in the non-approved sector.

S **SPOUSE:** husband or wife of the *Principal insured*, from whom they are neither divorced nor legally separated, or the partner of the *Principal insured* by means of a civil partnership in force on the date of the *Claim* (article 515-1 of the French Civil Code). The *Principal insured*'s de facto spouse will be considered to be a *Spouse* if documentary proof is provided.

STATUTORY SCHEME: the French healthcare Statutory scheme to which *You* are affiliated.

SUDDEN ILLNESS: any deterioration in health certified by a competent *Medical authority*, of a sudden and unpredictable nature.

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

WE/US: APRIL International Care France.

2. Plan benefits and territoriality

2.1. What is covered under your plan?

Depending on the plan *You* selected, membership provides *You* with the reimbursement of your medical expenses on top of the benefits paid by the French *Statutory scheme* to which *You* belong. The plan *You* selected is specified on the *Membership certificate*.

2.2. Where are *You* covered?

You are covered one a year round basis in France. Benefits can also be claimed during temporary stays of up to 90 consecutive days in the event of *Sudden illness* anywhere in the world, as well as in your *Country of nationality* if *You* are covered by your *Statutory scheme*.

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 here or by calling +33 (0)1 53 05 30 57 or by email at myhealth.france@april-international.com. This list is subject to change.

3. Who is covered under the plan?

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

- be living in France, outside your *Country of nationality*, for the entire duration of the plan,
- be enrolled in a French *Statutory scheme*.

The members of your family may also benefit from cover under this plan (if they are specified on your *Membership certificate*), as long as they comply with the above cited conditions, i.e.:

- your *Spouse*,
- your *Dependent children*.

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

4. *Effective date*, duration and cancellation of the plan

4.1. When does your plan start?

Your membership of MyHealth France plan is subject to our prior acceptance. Your membership date corresponds to the benefits effective date which *You* specified in your Application form. It can be no earlier than on the day following the receipt of the completed and signed Application form subject to payment of the first *Premium*.
This date is shown on the *Membership certificate* which can be accessed securely in your Member Portal.

4.2. *Waiting periods* which apply to your plan:

There are no Waiting periods.
Expenses incurred in respect of prescribed treatments or procedures must be received during the period of cover.

The dental cover, orthodontics, and dentures from the "Free pricing" basket (excluding medical care and dentures from the "100% Santé" basket) as described in the benefits schedule, **are limited to 100% of the *French Social Security Reimbursement Rate* during the first (6) six months** following the *Effective date*.
This cover limit may not apply if *You* can provide evidence that *You* previously had cover of the same type and at the same level as the benefits provided under the MyHealth France plan and if this cover was **cancelled less than one (1) month** from the *Effective date* of this plan.

4.3. Duration of cover and renewal of your plan:

Membership of this plan is effective for a period ending on 31st December of the year during which it came into effect. It is renewed automatically on 1st January of each year for a period of one year and for as long as the agreement remains in force. Your medical expenses cover is life-long from the date of membership, that is, the insurer may not cancel your plan other than in the cases listed in paragraph 4.4.

4.4. Your cover comes to an end:

a) in the event of termination by the *Member* at the annual due date of 31/12, by registered mail with at least 2 months' notice (i.e. sent no later than 31/10);
b) in the event of termination by the *Member*, at any time after twelve (12) months of membership. Your termination will take effect one month from the date of receipt of your notification.
   Your request should be sent to APRIL International Care France by:
   - ordinary or registered mail to the following address: Service Courrier - 1 rue du Mont - CS 80010 - 81700 Blan – FRANCE
   - by using the form available from your Member Portal and selecting "Ask for a termination"
   - or by email to care@april-international.com
c) if the *Premium* is not paid (see paragraph 5.3);
d) in the event of cancellation of the plan by the insurer or by the Association des Assurés APRIL on the annual due date (in this case the Association will inform each *Member*);
e) when *You* no longer meet the conditions of insurance (see paragraph 3);
f) if *You* are no longer living in France. Supporting documentation must be produced (for example, a certificate showing that *You* are no longer covered by the *Statutory scheme* or a copy of your new contract of employment).
g) if *You* make a false declaration, in accordance with the provisions below.

In the event of termination by the insurer or the Association as per paragraph d) above, the insurer agrees to maintain medical expenses cover equivalent to that in force on the date of termination.

Penalties for false declaration:
Any omission, concealment or false declaration, whether intentional or not, identified by APRIL in the information provided to them will result in the application of the penalties provided for in Articles L 113-8 and L 113-9 of the French Insurance Code, with the insurance contract being rendered null and void in cases of intentional misrepresentation.

Article L113-8 of the French Insurance Code:
Irrespective of the ordinary causes of nullity and subject to the provisions of article L132-26, the insurance contract is rendered null and void in the event of intentional concealment or false declaration on the part of the *Insured*, if this concealment or false declaration changes the subject of the risk or decreases the insurer's assessment of that risk, even if the risk which the *Insured* omitted or distorted has no impact on the *Claim*.
The insurer is then entitled to retain the *Premiums* paid and to payment of all due *Premiums* by way of damages.

Article L 113-9 of the French Insurance Code:
Omissions or inaccurate declarations made by the *Insured* whose bad faith has not been established will not render the insurance null and void. If this is discovered before any *Claims* have been made, the insurer has the right either to uphold the insurance contract subject to a *Premium* increase being accepted by the *Insured*, or to terminate the insurance ten days after notification has been issued to the *Insured* by registered letter. The portion of the *Premium* paid in respect of the time when the insurance is no longer in place will be refunded. If it is only discovered once a *Claim* has been made, compensation is reduced in proportion to the *Premium* rates paid against the *Premium* rates which would have been due if the risks had been fully and accurately reported.

4.5. How to cancel your plan?

Signing the Application form does not constitute a binding agreement for the *Member* in the following cases:

If the *Member* purchased the insurance as a result of door-to-door canvassing:
The following provisions under article L.112-9-I of the French Insurance Code apply: "*Any person who is canvassed at their home or residence or place of work, even if this visit was at their own request, and who signs an insurance proposal or contract for a purpose which is not related to their commercial or professional activity, may cancel this agreement by sending a letter during a period of 14 calendar days from the date of entering into the agreement without requiring to specify the reasons for the cancellation or being subject to penalties. (...). As soon as they become aware of any circumstances giving rise to a claim under the insurance contract, the policyholder loses this right to cancel*".

If the *Member* joined the plan remotely (by phone or internet):
The Member has the option of cancelling their membership within 14 days of entering into the insurance contract.

In all cases, in order to exercise this right to cancel:
The *Member* must notify *Us* of their decision to cancel their plan by means of a clearly worded statement within the timescales specified above.
To do this, simply complete the cancellation form available on page 16 or send a letter to APRIL International Care France - Service Courrier (Mail Service) - 1 rue du Mont - CS 80010 - 81700 Blan using the following template:
"I, the undersigned, M.....(first name, last name, address) wish to cancel my membership of the "MyHealth France" plan number .....Signed in (town).....on.....Signature....."

If the *Member* decides to cancel the plan, they will only be required to pay the *Premium* corresponding to the period during which the risk was covered, with this period being calculated up to the date of cancellation. *We* will refund the balance to the *Member* no later than thirty days following the date of cancellation.
However, if the *Member* exercises their right to cancel when a *Claim* has been made under the plan during the cancellation period, the entire *Premium* remains due.

5.Premiums

5.1. How is your premium calculated?

The *Premium* increases on 1st January of each year in line with the age of each *Insured*. The age of the *Insured* used to calculate the first year's *Premium* is the age of the *Insured* on the *Effective date* of the plan. For each following year, the age of the *Insured* used to calculate the *Premium* is the age of the *Insured* on 1st January of that year.
Taxes currently payable by the *Member* are included in the *Premium*. Any change in the level of these taxes will be reflected in the amount of the *Premium*.

If several persons are enrolled in the same plan, the total *Premium* will be the sum of the *Premiums* of all *Insured* under this plan. The *Premium* may increase on 1st January of each year depending on the *Claims* history of the insured group. The composition of the group takes into account the age of each *Insured* and level of cover selected.

The *Insured*'s state of health and their level of medical expenditure are not taken into account for the calculation of the *Premium*. If the *Member* requests an amendment to the level of cover initially selected, the age used for the calculation of the *Premium* will be the age of the *Insured* on the date when the amendment takes effect.

5.2. Payment methods:

Premiums are payable in advance in euro:

- annually by bank card;
- annually or monthly by SEPA direct debit from a bank account in one of the SEPA zone countries.

The payment method chosen is shown on the Application form.

5.3. What happens if the *Premium* is not paid?

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

Once formal notice has been served, the *Premium* due for the entire year is immediately payable under the French Insurance Code. Please note that failure to pay the *Premiums* and the subsequent termination of the plan do not cancel the debt. *We* will take appropriate action to obtain payment of the *Premium* due and will have recourse to a debt recovery firm specialising in international debts. The *Member* is liable for any administration charges incurred as a result of any action taken by *Us* or by our service providers. If the amount stated on the letter of formal notice is paid after suspension of the plan but before termination, the plan 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 plan, even once the *Premium* has been paid.

6. Making changes to your plan

6.1. How to make changes to your plan?

The *Member* may switch to a different plan from the one they initially chose after a minimum period of cover of 12 months (with effect at the earliest on the 1st of the month following receipt of their request and effective for a minimum period of 12 consecutive months). If they require any further information, the *Member* should contact their insurance advisor from whom they purchased their plan.

6.2. What do *You* need to tell *Us* about?

The *Insured* and the *Member* must inform *Us* in writing of any change in status, situation or contact details **(otherwise all communications sent to the last known contact details will be deemed to have been served)**. *We* must also be informed of any change of occupation.

7. What is covered under your plan and how to make a *Claim*?

<u>Double insurance:</u>

Reimbursements from the French *Statutory scheme*, from the insurer and from any other public or private body 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 purchase. Within these limits, *You* can claim reimbursement from the provider of your choice.

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

The limiting of reimbursements to the amount of costs actually incurred is determined by the insurer for each service or treatment covered under the plan.

7.1. Type and amount of reimbursement:

Medical expenses are covered within the limits of *Actual costs*.

All medically justified healthcare expenses for treatments and procedures listed in the table of benefits which are prescribed by a qualified *Medical authority* and covered by the *Statutory scheme* will be reimbursed. *We* intervene only to provide *You* with a supplement to your French *Statutory scheme* (unless otherwise stated in the table of benefits).

For medical care received in France, the conditions required for the provision of cover are those set out with reference to the French Social Security general classification of procedures.
For medical expenses billed in a currency other than the euro, the exchange rate will be applied when the treatment is received.

Only expenses related to treatment received during the period of cover will be reimbursed.

There are six healthcare plans depending on the level of cover required: LEVEL 1, LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5 and LEVEL 6. Expenses are reimbursed item by item under the chosen plan (which is specified on your *Membership certificate*) and in accordance with the table of benefits.

The benefit amounts listed below are expressed as a percentage of the Social Security (SS) Reimbursement Base (RB) or as a % of *Actual costs*. They include the portion covered by the French *Statutory scheme* (except for the cover limits for Dental care where the package shown in the table of benefits is in addition to the benefits from the *Statutory scheme*). APRIL reimbursements are therefore calculated less the Social Security reimbursement.

The covered amount varies based on whether or not the doctor has signed up to a *Controlled Pricing Scheme (DPTAM)*, with the exception of the LEVEL 1 plan, as specified in the table of benefits.

Upper limits:
The cumulative amount of reimbursements paid by the insurer is limited, per *Insured* and per year, to the amount specified in the table of benefits for each option, less any compensation or benefits of the same type paid by your *Statutory scheme* or any public or private organisation in France or abroad (other than the upper limits for Dental care where the package specified in the table of benefits is added to the benefits provided by your *Statutory scheme* or the Alternative medicine and Prescription medicines not reimbursed by the *Statutory scheme*).

		Plan					
Treatment or procedure		**LEVEL 1**	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**	**LEVEL 6**
Hospitalisation* (medical and surgical hospitalisation, home hospitalisation and maternity)							
Room and board		300% of the *SSRR*	100% of the *SSRR*	300% of the *SSRR*	150% of the *SSRR*	300% of the *SSRR*	300% of the *SSRR*
Daily hospital charge		100% of *Actual costs*	100% of *Actual costs*	100% of *Actual costs*	100% of *Actual costs*	100% of *Actual costs*	100% of *Actual costs*
Medical and surgical fees and expenses	*"DPTAM" registered doctors*	300% of the *SSRR*	100% of the *SSRR*	300% of the *SSRR*	170% of the *SSRR*	300% of the *SSRR*	300% of the *SSRR*
	Non "DPTAM" registered doctors	300% of the *SSRR*	100% of the *SSRR*	200% of the *SSRR*	150% of the *SSRR*	200% of the *SSRR*	200% of the *SSRR*
Private room Maximum 30 days per year		€50 per day	€25 per day	€50 per day	€25 per day	€75 per day	€75 per day
Visitor's bed Maximum 30 days per year		€25 per day	€25 per day	€25 per day	€25 per day	€50 per day	€50 per day
Patient transportation costs reimbursed by the *Statutory scheme*		300% of the *SSRR*	100% of the *SSRR*	300% of the *SSRR*	150% of the *SSRR*	300% of the *SSRR*	300% of the *SSRR*

Treatment or procedure		Plan					
		LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
Outpatient care							
Medical fees: Consultations, Visits of GPs and specialists, Specialist treatment or procedures, Surgery and technical medical procedures, including on an outpatient basis	*"DPTAM" registered doctors*	–	100% of the *SSRR*	100% of the *SSRR*	170% of the *SSRR*	220% of the *SSRR*	220% of the *SSRR*
	Non "DPTAM" registered doctors	–	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*	200% of the *SSRR*	200% of the *SSRR*
Medical fees: Radiology	*"DPTAM" registered doctors*	–	100% of the *SSRR*	100% of the *SSRR*	170% of the *SSRR*	220% of the *SSRR*	220% of the *SSRR*
	Non "DPTAM" registered doctors	–	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*	200% of the *SSRR*	200% of the *SSRR*
Medical auxiliaries and diagnostic tests		–	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*	200% of the *SSRR*	200% of the *SSRR*
Emergency patient charge		–	100% of *Actual costs*	100% of *Actual costs*	100% of *Actual costs*	100% of *Actual costs*	100% of *Actual costs*
Medicines reimbursed by the *Statutory scheme*		–	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*
Prescribed medicines not reimbursed by the *Statutory scheme*		–	–	–	–	–	€30 per year
Psychological consultations reimbursed by the *Statutory scheme*		–	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*
Alternative medicine (osteopaths, chiropractors, acupuncturists and chiropodists)		–	–	–	–	–	€50 per session, max. 3 session per year
Spa therapies covered by the *Statutory scheme*		–	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*	200% of the *SSRR*	200% of the *SSRR*
Dental							
Treatments covered by the *Statutory scheme* Benefit limited to 100% of the *SSRR* for the first 6 months		–	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*	300% of the *SSRR*	300% of the *SSRR*
Treatments and dentures from "100% Santé" basket reimbursed by the *Statutory scheme*[1]		–	100% *of Actual costs*				
Dentures from the "Controlled pricing" and "Free pricing" baskets covered by the *Statutory scheme*[1] Benefit limited to 100% of the *SSRR* for the first 6 months		–	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*	300% of the *SSRR*	300% of the *SSRR*
Cover limit for dentures from the "Controlled pricing" and "Free pricing" baskets which are reimbursed by the *Statutory scheme*[1] Except for treatment and dentures from "100% Santé" basket covered by the *Statutory scheme*[1]		–	–	–	€250 per year Above: 100% of the *SSRR*	€500 per year Above: 100% of the *SSRR*	€1,000 per year Above: 100% of the *SSRR*
Dentures and treatments not covered by the *Statutory scheme*		–	–	–	–	–	€300 per year
Orthodontics covered by the *Statutory scheme* Benefit limited to 100% of the *SSRR* for the first 6 months		–	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*	300% of the *SSRR*	350% of the *SSRR*

Treatment or procedure	Plan					
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
Vision care Cover applies to costs incurred for the purchase of one pair of glasses consisting of two lenses and a frame per two year period from the replacement of the previous glasses or a period of one year for children under 16 or if there is a change in the prescription. It is possible to replace the glasses earlier in one of the cases listed under article L165-1 of the French Social Security Code.						
Category A[2] frame + 2 lenses from the "100% Santé" basket, including lens matching and adjustments to the frames	-	100% *of Actual costs*				
Category B[2] frame + 2 lenses, from the "Free pricing" basket	–	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	€350 (frame limited to €100)
Mixed glasses: combination of Category A and B lenses and frame[2]	–	Cover of category B glasses according to respective limits and Category A items up to the level of *Actual costs*				
Contact lenses accepted and reimbursed by the *Statutory scheme*	-	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	€150
Refractive surgery	-	-	-	-	-	€200 per eye
Hearing aids Cover of one device per ear every four years, from the date of the previous purchase.						
Category 1 devices from the "100% Santé" basket[3]	-	100% *of Actual costs*				
Category 2 devices from the "Free pricing" basket and accessories up to €1,700 per year, less the *Statutory scheme* reimbursement[3]	-	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*
Other benefits						
Preventive screening under the decree of 08/06/2006	–	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*
Unforeseen medical expenses incurred abroad and reimbursed by the *Statutory scheme*	100% of the *SSRR* Hospital charges only	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*
Medical equipment: orthopaedic appliances and costs (excluding hearing devices and vision care accessories)	–	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	100% of the *SSRR*	150% of the *SSRR*
Direct billing certificate	yes	yes	yes	yes	yes	yes

***** Reimbursement of the patient's fixed contribution to costs which may not be covered by the *Statutory scheme* if the medical service is billed at a rate equal to or higher than the upper limit set under Social Security regulations.

[1] As set out in the regulation. The cost of dentures from the "100% Santé" basket is fully covered under your plan less the reimbursement from the *Statutory scheme* and up to the amount of the fees charged for this type of treatment or procedure in application of decree No. 2019 -21 of 11 January 2019.

[2] As set out in the regulation. Lenses and frame reimbursed at a higher rate (from the "100% Santé" basket) will be fully covered under your plan less the reimbursement from the *Statutory scheme* and up to the level of the retail price set for this type of treatment or procedure. Lenses and frame which are not reimbursed at a higher level (from the "Free pricing" basket) will be covered less the reimbursement from the *Statutory scheme* and up to the level set by decree No. 2019 -21 of 11 January 2019.

In both cases, cover applies to costs incurred for the purchase of one pair of glasses consisting of two lenses and a frame per two-year period from the replacement of the previous glasses or a period of one year for children under 16 or if there is a change in the prescription. It is possible

to replace the glasses earlier in one of the cases listed under article L165 -1 of the French Social Security Code.

[3] As set out in the regulation. Hearing devices which are reimbursed at a higher rate (from the "100% Santé" basket) will be fully covered under your plan less the reimbursement from the *Statutory scheme* and up to the level of the retail price set for this type of treatment or procedure. Cover applies to costs incurred for the purchase of a hearing aid per 4-year period as of the last invoice.

7.2. Payment of *Claims:*

Depending on the plan selected, the following documents must be sent to *Us* following the payment from your *Statutory scheme:*

- the reimbursement statements from the *Statutory scheme* (if *You* are not using the electronic transfer service, if *You* did not show your "carte Vitale" or if *You* opted for the LEVEL 1 plan),
- the reimbursement statements issued by other insurance providers.

The plans available under the MyHealth France, with the exception of the LEVEL 1 plan, meet the criteria for state-approved health insurance. This means they fall under the legislative framework of supplementary health insurance plans which offer tax and Social Security benefits in accordance with the provisions of Articles L871-1 and L862-4 and the following of the French Social Security Code and R871-1 and R871-2 and the following of the French Social Security Code.
As a result, medical expenses which qualify for a Social Security reimbursement are guaranteed to be at least 100% of the Social Security reimbursement base (Social Security reimbursement included). This plan also complies with the minimum reimbursement thresholds and the maximum cover limits set for state-approved insurance plans known as "contrats responsables" and the conditions under which excess fees charged by doctors who have not signed up to the *Controlled Pricing System, DPTAM*, may be covered.

The insurer reserves the right to request any medical certificates and post-operative reports from *You* in order to carry out an accurate assessment of the benefits and the reimbursement of services.

***Claims* that are not submitted by the electronic transfer service must be sent to *Us* from your Easy Claim app.**

You must keep the original invoices (and other supporting documents) for a period of 2 years from the date on which *You* made the *Claim*.

Reimbursements will only be made if the instructions set out in paragraph 7. above are followed.

8.What is not covered by your plan?

8.1. Exclusions specific to the LEVEL 1 plan:

The following are not covered under the plan:

- private room and visitor's bed in case of psychiatric *Hospitalisation*;
- stays in geriatric care, specialist care facilities, medical-social facilities, residential care for dependent seniors and special education centres;
- stays in hospitals and similar facilities for dependent seniors and in long-stay centres;
- cosmetic treatments, cures of any kind (other than those included in the table of benefits) and thalassotherapy.

8.2. Exclusions specific to the LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5, LEVEL 6 plans:

The LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5 and LEVEL 6 plans meet the criteria for state-approved health insurance which means they will never cover:

- statutory *Flat rate* contribution to costs (excluding the *Flat rate* contribution which the *Statutory scheme* may require to be paid by insured persons who have received treatment or undergone procedures charged at a rate which is equal to or higher than the upper limit set under French Social Security regulations) and the medical *Excesses* which remain payable by the insured;
- reductions in the French Social Security reimbursement and penalties fees resulting from a failure to follow the *Coordinated care pathway;*
- private room and visitor's bed in case of psychiatric *Hospitalisation*;

- stays in specialist care facilities, medical-social facilities and residential care for dependent seniors;
- cures of any kind (other than those listed in the table of benefits), cosmetic treatments and thalassotherapy;
- any expenses which are not reimbursed by the *Statutory scheme*, unless otherwise stated in the table of benefits.

Compliance with economic and trade sanctions:
Where the guarantee or payment of indemnity or *Claim* provided for under this policy contravenes United Nations resolutions or the economic and trade sanctions, laws or regulations of the European Union, the United Kingdom, France, national legislation or the United States of America, such guarantee or payment of indemnity or *Claim* shall be null and void.

9. General provisions

9.1. Who insures your plan?

The purpose of these General conditions is to describe the benefits and services provided under the MyHealth France group insurance agreements entered into by the Association des Assurés APRIL with QUATREM (for the LEVEL 1 plan: agreement 3AMHFFDSNR2018, for the other plans: agreement 3AMHFFDSR2018).

QUAREM is a French public limited insurance company with a capital of €510,426,261 whose head office is located at 21 rue Laffitte, 75009 Paris, FRANCE, registered with the Paris Trade & Companies register under number 412 367 724.

The Association des Assurés APRIL is an association formed under the French Act of 1901, 69439 LYON Cedex 03, FRANCE, whose purpose is to study, arrange and develop for the benefit of its members, all types of insurance authorised by law, in the form of group insurance where the risk is insured by licenced insurance companies operating under the French Insurance Code, the French Mutuality Code or the French Social Security Code.

The organisation managing these agreements, as the insurer's delegate, is APRIL International Care France, a French simplified joint-stock company with a capital of €200,000, an insurance intermediary, registered in the Paris Trade and Companies register under number 309 707 727 and with ORIAS under number 07 008 000 (www.orias.fr), whose head office is located at 14 rue Gerty Archimède, 75012 Paris, FRANCE.

9.2. Legal:

The insurer's supervisory authority is the Prudential Supervision and Resolution Authority, located at 4 place de Budapest, CS 92459, 75436 Paris Cedex 09, FRANCE.

APRIL International Care France is subject to the Prudential Supervision and Resolution Authority, located 4 place de Budapest, 75436 Paris Cedex 09, FRANCE.

Membership of the MyHealth France plan is evidenced by the Application form, the current General conditions and the Membership certificate. It is subject to French legislation and in particular to its Insurance Code.
The benefits and levels of reimbursement provided will be automatically adjusted in line with legislative and regulatory developments governing insurance contracts under French law.

MyHealth France plans, with the exception of LEVEL 1, meet the criteria for state-approved health insurance. This means they fall under the framework of supplementary health insurance plans which offer tax and social benefits in accordance with the provisions of Articles L871-1, R871-1 and R871-2 of the French Social Security Code.

The benefits provided under the LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5 and LEVEL 6 plans cover at least 100% of the *French Social Security Reimbursement rate*. Likewise, no exclusions from cover under the LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5 and LEVEL 6 plans specified in these General conditions will apply to the requirements to provide cover set out in articles R871-1 and R871-2 of the French Social Security Code.

The benefits provided under the LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5 and LEVEL 6 plans complies with the minimum reimbursement thresholds and the cover limits set for state-approved insurance plans known as "contrats responsables" and the conditions under which excess fees charged by doctors who have not signed up to the *Controlled Pricing System, DPTAM*, may be covered. Under the "100% Santé" reform and in application of Decree No. 2019-21 of 11th January 2019, expenses incurred for medical services from the "100% Santé" basket of care will be fully covered up to the level of the retail price set under this system and less the reimbursement from the *Statutory scheme*. Cover of these expenses will be applied according to the schedule set out in the decree referred to above.

The benefits and reimbursement levels under the LEVEL 2, LEVEL 3, LEVEL 4, LEVEL 5 and LEVEL 6 plans will be automatically adjusted in accordance with legislative and regulatory developments governing state-approved health insurance plans.

9.3. Limitations:

Any legal action arising from membership of this plan is inadmissible after a period of two (2) years from the event which gave rise to under the provisions of articles L. 114-1 onwards of the French Insurance Code which state:
Article L. 114-1 "All legal actions arising from an insurance contract are barred two years from the event which gave rise to them. However, this time limit runs:

1) **In the event of non-disclosure, omission or false or inaccurate declaration in respect of the risk incurred, only from the date on which the insurer became aware of it;**
2) **In the event of an insured loss, only from the day on which the relevant parties became aware of it, if they can prove they were unaware of it until then.**

If the action taken by the insured against the insurer arises from a claim made by a third party, the limitation period runs only from the day on which this third party brings a legal action against the insured or has received compensation from him or her.
The limitation period is extended to ten years for life insurance policies where the beneficiary is a separate person from the policyholder and in personal accident insurance policies where the beneficiaries are the heirs of the deceased insured. In respect of life insurance policies, notwithstanding the provisions of paragraph 2, the action taken by the beneficiary must be brought within thirty years of the insured's death."

Article L. 114-2 "The limitation period is interrupted by one of the ordinary causes of interruption and by the appointment of experts following an insured loss. The interruption of the limitation period may also be initiated by the dispatch of a registered letter, or an electronic registered letter, with proof of delivery from the insurer to the Insured regarding action for payment of the premium and by the insured to the insurer regarding payment of compensation."

Article L114-3 "Notwithstanding article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, modify the duration of the limitation period, nor add to the motives for its suspension or interruption."

The ordinary causes of interruption of the limitation period under the French Civil Code are:

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

9.4. Subrogation:

It is stipulated that the insurer does not waive the rights and actions that they possess 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. Complaints and mediation:

Quality of service is at the heart of our commitments, but if *You* wish to make a complaint about the services provided by our company, *You* can contact our complaints department as follows:

- APRIL International Care France - Service Courrier - 1, rue du Mont - CS 80010 - 81700 Blan - FRANCE
- Email: reclamation.expat@april-international.com

For your information, our partner insurer QUATREM (21 rue Laffitte - 75009 Paris, FRANCE) has entrusted *Us* with the processing of *Claims*.

Processing times: *You* will receive a dated copy of your *Claim*. An acknowledgement of receipt will be sent to *You* within 10 working days of the date your *Claim* was sent. *You* will receive a reply within 2 months.

Referral to the Mediation officer: If *You* are not satisfied with the response provided, or 2 months have elapsed since *You* sent your first written complaint, *You* may refer the matter to the relevant Mediation officer at the following address:

- La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09 - FRANCE,
- Email: le.mediateur@mediation-assurance.org

If the plan was taken out remotely via the Internet, *You* may also refer the matter to the competent mediator by lodging a complaint on the European Commission's platform for dispute resolution, accessible at the following address

- http://ec.europa.eu/consumers/odr/

We would like to inform *You* that the data collected for the processing of your *Claim* is processed electronically by our company for the purposes of monitoring the processing of *Claim*s and may only be communicated to the insurer, their reinsurers and the APRIL holding company, as well as to our partner service providers for the implementation of your cover. The information collected is essential for the registration, management and execution of subscriptions by APRIL International Care France, the insurers or their agents. *You* have the right to access, rectify, object to and delete your personal data (see paragraph 9.6).

9.6. French data protection law:

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

If you want to waive your insurance, you can use the tear-off form below and send it to APRIL International Care France – Service Courrier (Mail service) 1, rue du Mont - CS 80010 - 81700 Blan – FRANCE

RENONCIATION

Article L.112-9 of the French insurance code

Article L.112-9 : "Any person who is canvassed at their home or residence or place of work, or by means of distance communication such as telephone or internet, even 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 registered letter with proof of receipt during a period of 14 days from the day on which you entered into the insurance contract, without requiring to specify the reason for the cancellation or being subject to penalties."

Conditions: If You wish to cancel your insurance, please fill in and sign this tear-off slip. You should then send it in a sealed envelope by registered letter with proof of receipt to the above address. It must be sent no later than 14 days from the day on which *You* entered into the insurance contract or, where the deadline expires on a Saturday, Sunday or a bank holiday or other non-working day, on the next working day.

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

Nom du contrat : **MyHealth France Ref. MHF Cov**

Policy number: .....

Client reference number: .....

Date of signature of Application form: .....

Member's last name: .....

Member's first name: .....

Member's date of birth: .....

Member's address: .....

Postcode:.....Town:.....Country: .....

Telephone number: .....

Name of the insurance consultant: .....

Address of the insurance consultant: .....

Postcode:.....Town:.....Country:.....

Telephone number: .....

Date and member's signature:

APRIL International Care France
14 rue Gerty Archimède - 75012 Paris - FRANCE
www.april-international.com
A French simplified joint-stock company (S.A.S.) with capital of €200,000 - RCS Paris 309 707 727
Insurance intermediary - Registered with ORIAS under number 07 008 000 (www.orias.fr)
Prudential Supervision and Resolution Authority - 4 place de Budapest - CS 92459 - 75436 PARIS CEDEX 09 - FRANCE.

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