



AMI ASSOCIATION

Information booklet E, F, et E(NP)

*As a member of the « AMI Association », you opted for the benefits subscribed by the Association with AGF Vie under contract number 080225/505 and with Gan Eurocourtage IARD under contract number 78 299 288.
The standard operating procedures of the benefits and their detailed description are defined in this booklet.*

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1/ General provisions

Eligibility - Enrolment

Are eligible the Members of the "**AMI Association**" and residents in metropolitan France:

- foreign students over 39 and below 60 years old
- foreign persons who are not students and below 79 years old (persons between 60 and 78 years old can only subscribe option E (NP)).

Upon enrolment, the Member must fill in and sign the enrolment documents which include a health declaration and on which shall read the coverage opted for and the corresponding premium amount. The chosen option cannot be modified during the period of coverage.

The Member shall pay for the entire period of coverage.

Acceptance of coverage may be subject to further information the Insurer considers necessary.

Upon acceptance to the insurance, the Member shall be referred to as "Insured".

Commencement of cover

Coverage applies for each eligible person upon acceptance from the Insurer. However, waiting periods shall apply to the following benefits:

Medical fees related to a sickness (except for in-patient care): 8 days from the effective date of coverage

Medical fees related to a hospitalisation: 45 days from the effective date of cover for one year coverage, 30 days for coverage from 4 to 6 months and 8 days for coverage from 1 to 3 months.

Any illness discovered during the waiting periods cannot be taken into charge.

Fees related to contraception, abortion, pregnancy and maternity: are covered only after 12 continuous months of subscription.

In case of contract renewal, waiting periods are cancelled if the new enrolment takes place within 8 days of the expiry of the precedent coverage (except in case of benefits increase). There is no waiting period for medical fees consequent upon an accident (as defined below).

Termination of cover

Once admitted to insurance - and subject to the clauses of the "Code des Assurances" regarding false declaration -, the Insured cannot be excluded from the coverage as long as he fulfils the conditions.

Coverage shall end:

For each Insured:

- on the last day of his period of coverage, or after evacuation to his country of origin
- the last day of the calendar quarter he ceases to be a Member of the "**AMI Association**".

For the totality of the Insured persons:

- in case of cancellation of the contract 080225/505 between the "**AMI Association**" and AGF Vie.

Termination of benefits (or suspension) means the end of benefits for the Insured for all medical acts incurred after the termination date of coverage even if they started or were prescribed before the termination date.

Modification or cancellation of the contracts

One modification or cancellation of the contract is possible if requested prior to the effective date of the contract. In case of cancellation, the contract can only be reimbursed upon written evidence and a 20 euros penalty shall be deducted.

The contract is concluded for a fixed period of time and cannot be cancelled or reimbursed while in force.

2/ Definitions

The terms and expressions used in this booklet shall have the following definition:

Accident: any bodily harm not premeditated by the insured and resulting from the sudden and unexpected effect from an external cause – excluding chronic or acute illnesses.

Deductible: the amount of the compensation payable by you.



Home address: by home address is meant your principal and usual residence in your country of origin.

Personal injury: any bodily harm suffered by an individual and the ensuing losses.

Damage to property: any harm done to, destruction of, change in, loss or disappearance of an item, object or substance, and also any physical harm done to an animal.

Consequential damage: any financial loss which is the consequence of the loss of use of a right, of the interruption of a service provided by a person or personal or immovable property, or of the loss of a benefit, and which is the direct consequence of damage to the persons and property insured hereunder.

3/ Medical expenses benefits

Area of cover

Medical fees must incur in metropolitan France or in the European Union. Citizens of the European Union may only be covered in their own country for a maximum of 4 weeks per stay.

Coverage consists of reimbursement of medical expenses paid by the eligible Insured to coverage for medical acts and care as stated in the plan opted for. Benefits are limited to medical fees which are covered by the French Sécurité Sociale notwithstanding the further exclusions.

Benefits amounts

The amount of benefits is indicated for each type of medical expense according to the benefits table.

Reimbursements are processed up to the maximum amounts as below mentioned and up to the actual expenses limit.

Medical and surgery fees related to in-patient stays are covered up to a maximum of 30 days per contract period.

Maximum amount per beneficiary and per period of coverage is 30,000 euros for Benefits E and 46,000 euros for benefits F.

Maximum amount per beneficiary and per period of coverage is 8,400 euros for Benefits E (NP) with a maximum in-patient amount of 800 euros.

Benefits paid by the Insurer are complementary to any other plan the Insured may benefit from.

Limit to real expenses

In accordance with Article 9 of law 89-1009 of December 31, 1989 and decree 90-769 of August 30, 1990, reimbursement or indemnification of fees due to illness, maternity or accident cannot exceed the amount of fees due by the Insured after reimbursements of any nature he is entitled to.

Coverage of the same nature contracted to other insurance companies apply up to the limit of each benefit whatever the date of subscription. Within this limit the beneficiary of the contract can obtain an additional indemnity joining details of reimbursement provided by the other companies.

For application of the above mentioned clause, the limit of the amount of fees left to the Insured is indicated by the Insurer for every covered medical expense.

Excluded benefits

Benefits which are not covered by the French Sécurité Sociale are excluded from the scope of this contract as well as the following expenses:

- **expenses related to pre existing conditions: consequent to accidents or illnesses which occurred prior to enrolment,**
- **expenses incurred before or after period of coverage or during the waiting periods,**
- **in-patient fees beyond 30 days, thermal cure, convalescent home, rehabilitation centre,**
- **transportation fees of general practitioner which are not covered by Sécurité Sociale,**
- **cosmetic treatment and surgery fees unless consecutive to an accident,**
- **congenital disability and hereditary diseases,**
- **chronic illnesses, tropical diseases,**
- **dental care (except treatment of cavities), medical aids including hearing aids and dental prosthesis,**



- **stomatology, speech therapy, orthoptics,**
- **contact lenses,**
- **massages and physiotherapy unless consequent to a covered accident,**
- **sterility treatments and sexual disorders treatments,**
- **psychological care, psychotherapy, neurology including consultations,**
- **nervous breakdowns, treatment and care related to sleep disorder**
- **HIV infection, AIDS and their consequences,**
- **health check-ups, marriage certificates,**
- **expenses incurred for organ acquisition,**
- **any operation or treatment related to a sex change,**
- **treatment and care non prescribed by a qualified physician,**
- **subsidiary expenses such as telephone in case of hospitalisation or fees considered extravagant, unreasonable or unusual considering the country where they incurred,**
- **consultations, treatment and complications related to hair loss and grafts unless hair loss is consequent to a serious disease,**
- **treatments in order to correct the refraction of an eye or both eyes,**
- **non prescribed drugs, non medicinal products of current use such as medical alcohol, cotton, sun lotions, dental hygiene products, bandages, shampoos...**

The Insurer is entitled to ask any Member or dependant to provide the necessary information related to their personal data and claims for reimbursement. The Insurer will be authorised to have access to their medical files, respecting the legal requirements of confidentiality.

Any information provided by the Insured or by one of his Dependants that turns out to be erroneous, falsified or exaggerated or any fraudulent action of their own will involve the direct responsibility of the Insured and the recovery of the amounts of money paid by the Insurer without due cause on this incorrect basis.

In case of hospitalisation, surgery, X-Rays or medical treatment, a medical form shall be requested beforehand. It shall be returned to the attention of our medical adviser after being filled by your physician. Any breach to this obligation may lead to a refusal of cover.

In case of hospitalisation the Insured can ask for a full acceptance of liability in order to prevent him to advance fees.

How to claim medical benefits

Documents have to be sent to:

ACS, 153 rue de l'Université 75007 Paris – Tel: 01 40 47 91 00

In case of hospitalisation :

- all receipts and bills related to hospitalisation or certificate of undertaking

In case of sickness:

- all receipts including care sheets with the appropriate stickers for the reimbursement of prescribed drugs

In case of home child birth

- an official act of birth

The Insurer may require any further necessary document to process the claim.

Copies, photocopies or duplicates of bills will not be accepted.

4/ Assistance cover

If you find yourselves in one of the situations referred to hereinafter, we will implement the services described, in accordance with the general and special conditions of your contract, following a simple telephone call (reversed charge or collect call accepted from abroad) or dispatch of a telex, fax or telegram.



In all cases, the decision to provide assistance and the choice of appropriate methods is at the sole discretion of the GAN EUROCOURTAGE doctor, after contacting the attending physician on site, and, where appropriate, the beneficiary's family. Only the medical interest of the beneficiary and compliance with the health regulations in force are taken into consideration when making a decision regarding transport, the choice of method of transport, and the possible place of hospitalisation.

Under no circumstances is GAN EUROCOURTAGE a substitute for the local emergency assistance organizations.

Limits applicable in case of force majeure

We are not liable in case of default of providing assistance benefits consequent to force majeure or the following events: War – foreign or not -, notorious political instability, demonstrations, riots, terrorist acts, reprisals, restrictions to free circulation of persons and goods, strikes, explosions, natural disasters, nuclear risks, nor in delays resulting from the same causes.

Assistance/repatriation

• We shall implement the repatriation to your home country and cover the related fees if, during your stay in metropolitan France, you happen to suffer from a disease or are victim of an accident which requires you to interrupt your stay. The choice of transportation shall depend on your medical condition.

PRIOR APPROVAL FROM OUR COMPANY OR MEDICAL DEPARTMENT IS REQUIRED FOR ANY REQUEST OF ASSISTANCE.

In case of non respect of this provision, we are entitled to deny your claim.

• In case of death consequent to an insured risk during your stay in metropolitan France, we will implement and pay for the fees of the repatriation of the body to the burial location in your country of origin up to 1500 euros (coffin fees are limited to 760 euros).

Legal assistance

Payment of legal fees

Lawyer's fees are reimbursed up to 760 euros if French jurisdiction is required further to an accident occurred during a stay in France.

5/ Personal legal liability

We cover the financial consequences of personal legal liability that you might incur, as a result of personal injury and/or damage to property and the consequential losses therefrom, caused accidentally to anyone other than an insured party or a member of your family, through an act on your part or on the parts of persons, object or animals for which you have the care, custody or control, up to the following amounts:

- cumulated personal injury, property damage and consequential damage: 4,575,000 euros
- damage to property and consequential damage only: 76,000 euros
- entrusted objects during a period of internship: 11,500 euros
- deductible per file: 80 euros

Exclusions related to personal liability:

Besides the exclusions given under the heading "Excluded risks for all benefits", we do not cover :

- **damage resulting from the use of land motor vehicles, sailing and motor boats, and air navigation appliances,**
- **damage resulting from any professional activity,**
- **the consequences of any material damage and/or personal injury affecting you personally, and members of your family or any other person who is an insured party pursuant to the contract herein,**
- **consequential damage except where it is the direct result of accidental damage to property and/or personal injury that is covered.**
- **damage caused by buildings or parts of building of which the Insured is the landlord, tenant or occupying person**
- **damage resulting from the practice of air sports or from hunting.**



Limits of coverage

Settlement – acknowledgement of liability

You should not accept any acknowledgement of liability, nor any settlement, without our prior and written agreement.

However, simply acknowledging the materiality of certain facts is not considered to be an acknowledgement of liability, nor is the fact of having procured emergency help for a victim when this is an act of assistance that anyone would have a moral duty to provide.

You should advise us within 5 working days of any event likely to incur your civil liability, unless there is an unforeseen event or a case of force majeure ; if this deadline is not adhered to and because of this we sustain a loss, then your cover may lapse.

Proceedings

If legal action is taken against you, we will ensure your defence and will supervise the proceedings for the facts and damage which come within the scope of the contract herein. However, you may join in the lawsuit as long as you can establish a separate interest that is not taken charge of pursuant to the contract herein.

The mere fact of entering an appeal in your defence as a precaution may under no circumstances be interpreted in itself as an acknowledgement of cover, and in no way implies that we agree to be liable for the harmful consequences of events which would not be explicitly covered by the contract herein.

Even if you fail in your obligations after an accident, we are bound to compensate the people to whom you are liable. Nevertheless, in these cases, we retain the right to take legal action against you for reimbursement of all the sums that we have paid or provided on your behalf.

Redress

Insofar as the means of obtaining redress are concerned :

- we are entitled to act without reference to yourself before the civil, commercial or administrative jurisdictions, in relation to the cover provided under this contract,
- before the criminal jurisdictions, redress may only be sought with your agreement,
- if the lawsuit pending before a criminal jurisdiction no longer relates to any interests but civil interests, refusal to give your agreement to our exercising the anticipated means of obtaining redress entails a right for us to claim compensation from you equivalent to the loss which resulted for us.

Costs of proceedings

We will be liable for the costs of the proceedings, discharges and other settlement costs.

However, if you are ordered to pay a sum in excess of that of the cover, each of us shall bear these costs in proportion to their respective share in the sentence.

6/ Excluded risks for all benefits

Medical expenses are not reimbursed if consequent to the following events or situations:

- **an illness or an accident based on the intentional act of the covered person, self mutilation or attempt of suicide**
- **accidents or diseases incurred during any professional sport competition, as well as the consequences of practice of the following sports: mountaineering, rock-climbing, bobsleigh, skeleton, scuba diving, sky-diving and any air sport which requires a motor engine**
- **participation of the insured in fights**
- **use of non-prescribed drugs**
- **alcoholism or drunkenness**
- **accidents caused by hurricane, earthquake, volcanic eruption or other disasters**
- **nuclear risks**
- **terrorism, sabotage, war (whether civil or not), riots, demonstrations, according to article L121-8 of the French "Code des assurances"**



7/ Basis of the insurance contract

This contract is ruled by the French Code des Assurances.

The definition of benefits, pricing and rules of implement concur with the laws regarding French social security.

Prescription

In accordance with article L 114-1 of the *Code des Assurances*, any action deriving from the contract will be prescribed 2 years after the related event.

Nevertheless, this time period shall not apply:

- in case of reluctance, omission, false or inexact declaration of the incurred risk, only from the day the Insurer has been informed of the incurred risk,
- in case of claim, only from the day the insured persons have been informed, if they can prove they ignored it until then.

Subrogation

According to the *Code des Assurances*, the recipient of the benefits gives subrogation to the Insurer in order to start any cross claim against any responsible third party.

The Insurer renounces any cross claim against the Company.

8/ Mediation

Your customary interlocutor is in charge of taking into consideration all of your requests and complaints.

If according to the terms of this examination the answers given do not satisfy your expectations, you can file a complaint to:

**ACS, Service réclamations,
153, rue de l'Université - 75007 Paris**

For AGF

**AGF Collectives
Service Relations Clientèle
Tour Neptune – 20, place de Seine
92086 La Défense Cedex**

For le GAN

**Direction des relations avec les consommateurs
GAN Eurocourtage IARD
5-7, rue du Centre – Immeuble Piazza
93199 Noisy Le Grand Cedex**

**ACAM, Autorité de Contrôle des Assurances et des Mutuelles
61, rue Taitbout, 75009 Paris**

For any question regarding coverage or claims, please contact:

**ACS
153, rue de l'Université - 75007 Paris
Tél. 01 40 47 91 00
Fax. 01 40 47 61 90
e-mail : contact@acs-ami.com**