

## **ASSURANCE : general terms and conditions**

### **I. SCOPE AND COVER**

#### **1. Entitlement to cover**

Beneficiaries of aid to international mobility managed by Campus France residing on French territory who are not covered by any compulsory healthcare plan or private insurance taken out by themselves, necessarily come under the Campus France social protection plan.

Cover under the Campus France social protection plan may be given to beneficiaries of aid to international mobility for travel or a period of time spent in French overseas territories and Départements or in a foreign country.

The persons covered by this plan, the Managing body, the territory covered, the date of coming into effect, the length and amount of cover are specified in the Special Terms and Conditions.

Cover is suspended when the insured person, without written authorisation from Campus France, temporarily leaves the territory for which cover has been granted as stated in the Special Terms and Conditions, and is terminated when the insured person finally leaves said territory.

#### **Article 2 – Benefits**

As specified in the Special Terms and Conditions, the social protection plan covers the following :

- 1) partial or full reimbursement of healthcare costs
- 2) transport by ambulance and/or repatriation to the home country, in the event of illness, accident or death
- 3) personal liability of the insured person
- 4) legal assistance
- 5) maternity expenses
- 6) payment of a lump sum in the event of disability resulting from illness or accident
- 7) payment of a lump sum in the event of the death of the insured person to the person designated by the latter when given cover by Campus France or, failing such designation, to the dependants of said insured person.

Subject to the exclusions set out in Articles 10, 17 and 18 hereof, the insured person is covered against the risks listed hereinabove for the period of time specified in the Special Terms and Conditions.

The terms and conditions of this social protection plan have been drawn up on the basis of French health and welfare legislation in force on the date of subscription to this insurance plan. In the event of any modification of said French legislation being such as to adversely affect the scope of the undertakings entered into hereunder, Campus France reserves the right to review said terms and conditions.

### **II HEALTH EXPENSES**

#### **Article 3 – Medical, Surgical and Pharmaceutical Expenses**

##### ***3.1. Cover of expenditure incurred***

Expenditure incurred for normal everyday medical care (consultations and visits), specialist fees, surgical fees, paramedical fees, pharmacy and laboratory analyses are to be met by the insured

person, the managing body shall not participate as a direct payment insurer unless specifically provided for and after prior approval.

### *3.2 Application for prior approval*

When the global expenditure for one same ailment exceeds the amount specified in the Special Terms and Conditions, an application for prior approval must be filed by the Policyholder with the Managing body accompanied by the prescription and an estimate of the cost involved.

### *3.3 Payment of expenses incurred*

Unless otherwise specifically provided for in the Special Terms and Conditions, expenditure incurred by insured persons shall be reimbursed at the rates provided for in the Special Terms and Conditions, for treatment of a maximum of one month's duration on presentation of :

- The medical care form duly completed by the Physician or medical auxiliary specifying treatment given and indicating the forenames and surname of the patient or, failing that, a codified fee note giving precise figures of the expenditure involved,
- the prescription justifying expenses relating to pharmacy, radiology, analysis or treatment
- pharmacy invoices accompanied by the corresponding price labels or the proof of any other expenditure in the form of invoices

When treatment has been prescribed by the Physician for a period of time greater than one month, the reimbursement of medical expenses is made on a month by month basis when proof of payment is submitted.

## **4. Hospitalisation for surgery or medical care**

### *4.1 Cover of expenditure incurred*

The Managing body will only agree to cover expenditure incurred in hospitals or clinics which are linked to the French national health scheme or approved by the Managing body under a prior approval system in the foreign countries and French overseas Départements and Territories referred to in the Special Terms and Conditions.

### *4.2 Application for prior approval*

Unless otherwise specifically provided for in the Special Terms and Conditions, the insured person intending to undergo a period of hospitalisation must first apply to the Consultant Physician of the Managing body for prior approval and accompany this application by the medical diagnosis at least 10 days before the intended date of hospitalisation.

In cases or emergency this application must be sent to the Managing body within 48 hours of the hospitalisation.

After examination of the file by the Consultant Physician of the Managing body in the light of the General Terms and Conditions and Special Terms and Conditions, in particular those relating to exclusions, the decision as to agreement or refusal to bear the cost of said hospitalisation is sent to the hospital making the application and to the insured person.

### *4.3 Payment of expenses incurred*

In the event of agreement to bear expenditure, the Managing body, on presentation of the invoice corresponding to the amount which it has agreed to bear, will pay for hospital expenses and the daily accommodation charge at the rate stated in the Special Terms and Conditions, subject, as the case

may be, to a minimum hospital stay as defined in the Special Terms and Conditions.

Extra charges and other expenditure such as telephone, television, private room, exceeding of fees, shall be borne by the person insured.

## **Article 5. Dental care**

### *5.1 Payment of expenditure*

Dental care expenditure shall only be reimbursed if this has expressly been provided for in the Special Terms and Conditions.

However insured persons who do not have such cover may, in emergencies duly attested to by a qualified dental practitioner, have expenditure on dental care reimbursed.

### *5.2 Application for prior approval*

In the event of agreement to bear such expenditure, if the cost of such care exceeds the amount stipulated in the Special Terms and Conditions, such care shall require an application for prior approval accompanied by the diagnosis sent confidentially to the Consultant Physician of the Managing body at least days prior to the date of such dental care.

### *5.3 Conditions governing payment of expenditure*

Dental care shall be reimbursed at the rate provided for in the Special Terms and Conditions on presentation of the codified relevant care form.

## **6. Dental prostheses**

In the event of accident, dental prostheses which are excluded from cover under Article 10 hereof may however give rise to a derogation on prior presentation of a declaration of accident and an estimate showing the rates accepted by French Social Security (except in the cases of estimates drawn up outside France). The granting of such a derogation shall be at the discretion of the Consultant Physician and shall require prior written approval of the Managing body.

In the event of such agreement being granted, reimbursement of outlay will be made upon presentation of the invoice paid, together with the relevant prescription, at the rate fixed in the Special Terms and Conditions.

## **Article 7. Eye care costs**

Eye care costs normally excluded from cover under Article 10, may be covered on an exceptional basis under a derogation as laid down in the Special Terms and Conditions.

In the event of such agreement being granted, reimbursement of outlay will be made upon presentation of the invoice paid, together with the relevant prescription, at the rate fixed in the Special Terms and Conditions.

## **8. Maternity**

### *8.1 Persons covered*

Maternity cover will only be granted to insured persons if this is expressly stipulated in the Special Terms and Conditions

### *8.2 Payment of expenses incurred*

The terms of payment of expenses incurred, applications for prior approval and conditions governing

payment are the same as those applicable to hospitalisation for surgery and illness as defined in Article 4 hereof.

Maternity cover does not include child care expenditure.

## **Article 9 – Accidents**

### *9.1 Notification*

All accidents must be notified in writing within 48 hours of the occurrence thereof to the Managing body or its usual correspondent as designated in the Special Terms and Conditions, such notification to include either a detailed report or a jointly-agreed statement drawn up by the parties involved, or an official report of the Police or Gendarmerie or other official body, specifying in particular the identity and address of possible witnesses.

9.2 To the extent that the accident is acknowledged as such by the Managing body, relevant expenses shall be borne at the rate fixed in the Special Terms and Conditions, upon proof of expenditure and solely during the period covered by the Campus France Social Protection Plan.

No expenditure will be covered once this period has expired.

### *9.3 Subrogation*

When an accident is caused by a third party, the Managing body shall be subrogated to the injured party in all proceedings brought by the latter against the liable third party, in particular with respect to the recovery of expenditure incurred in relation with said accident.

## **Article 10 - Exclusions and refusal to reimburse**

### *10.1 Exclusions*

Expenditure incurred in relation to the following are excluded from health cover : vaccinations, dental protheses (except for derogations as provided for in Article 7), various protheses, spectacles and contact lenses (except as if provided for in Article 7), podology, chiropody, cosmetic surgery and treatment, orthodontics, orthoptics, speech therapy, courses of treatment (thermal therapy, sleep therapy, slimming therapy, rejuvenating therapy), medical checkups, sterility testing and treatment, psychoanalysis and psychotherapy.

### *10.2 Refusal to reimburse*

In the event of failure to comply with the relevant proceedings for obtaining prior approval or agreement, the Managing body reserves the right to refuse any reimbursement or cover.

## **III TRANSPORT AND REPATRIATION FOR HEALTH REASONS**

### **Article 11 - Transport**

#### *11.1 Terms of cover*

All healthcare must be given in a suitable establishment – hospital or approved clinic – as near as possible to the place of residence or training of the person involved.

The cost of transport by ambulance or taxi, to be borne in the first instance by the insured person, will be reimbursed at the rate fixed in the Special Terms and Conditions on presentation of the relevant invoice together with the relevant medical prescription.

#### *11.2 Prior approval*

Any other transport expenses incurred for health reasons must obtain prior approval of the Managing body.

#### **Article 12 – Repatriation for health reasons**

Whatever the reasons for the application for repatriation, whether due to an accident or illness, and subject to the exclusions listed in Article 17 hereof, repatriation to the home country of the insured person shall be proceeded with, after the agreement of the Managing body, in the manner determined by the latter's Consultant Physician. All relevant expenditure will then be borne by the Insurer.

In the event of a refusal of repatriation all cover under this Social Protection Plan will terminate with respect to the insured person involved.

#### **IV DISABILITY – DEATH**

##### **Article 13. Permanent Disability**

###### *13.1 Insured persons*

Cover for permanent disability shall only apply to insured persons if this fact is expressly stated in the Special terms and Conditions.

###### *13.2 Terms of cover*

In the event of permanent disability due to an illness contracted during the stay covered by the Campus France Social Protection Plan or an accident occurring during the period of cover, duly acknowledged as such in both cases by the Managing body, the insured person may receive a flat rate indemnity proportionate to the rate of disability as determined by the Consultant Physician of said Managing body.

Said indemnity shall be calculated as determined in the Special Terms and Conditions in the event of 100% permanent disability

Such indemnity shall however only be paid if the rate of disability is greater than 10% in cases of accident and 33% in cases of illness.

###### *13.3 Payment*

Such indemnity shall be payable:

- on the date of repatriation of the person insured in the event of prior consolidation
- on the date of the fixing of the permanent disability rate when consolidation occurs subsequent to the repatriation of the person insured. In this case, and unless otherwise provided for in the Special Terms and Conditions, the insured person shall be required, prior to departure, to undergo a medical examination by the Consultant Physician of the Managing body or, outside mainland France, by another Physician duly authorised to carry out such an examination by the Consultant Physician of the Managing body.

As from the date of the determination of the rate of permanent invalidity the insured person shall not be entitled to claim any increase of indemnity in the event of a worsening of his/her condition or relapse.

###### *13.4 Refusal of indemnity*

An indemnity may be refused or reduced if the invalidity is the consequence of a serious fault by the insured person.

Such indemnity may not be cumulated with any indemnity obtained on the basis of the liability at the origin of said invalidity.

## **Article 14 – Death**

### *14.1 Insured persons*

Cover for death shall only apply to insured persons if this fact is expressly stated in the Special terms and Conditions.

### *14.2 Cover in the event of death*

This cover shall apply in the following cases :

- death due to accident, as from the date of arrival in mainland France, in French overseas territories and Départements or in the foreign country in which the person insured is on assignment on condition that said date of arrival corresponds to the date of coming into effect of the insurance
- death resulting from illness, on condition that said illness is not a condition existing prior to the date of the coming into effect of the insurance

### *14.3 Scope of cover*

This cover includes:

- the cost of repatriating the mortal remains of the deceased to the airport nearest the place of burial, or the cost of a funeral if the latter takes place in mainland France, in French overseas territories or Départements or in the foreign country in which the person insured is on assignment
- an indemnity paid to the person designated by the insured person when taking out the insurance or, failing that, to the beneficiary of the deceased, the amount of said indemnity being determined in the Special Terms and Conditions

### *14.4 Refusal of indemnity*

The payment of an indemnity shall be refused in the event of death due to an automobile accident for which the insured person is fully liable or if death is the result of a deliberate act of the insured person.

This indemnity shall not cumulate with the indemnity obtained on the basis of liability for the origin of said death. However if such indemnity is smaller than that guaranteed in the Special Terms and Conditions, the Managing body shall pay the difference in amount.

## **V PERSONAL LIABILITY – LEGAL ASSISTANCE**

### **Article 15 - Personal liability**

#### *15.1 Scope*

Personal liability cover concerns any accident or damage occurring during the period covered involving the liability of the insured person as regards third parties, whether natural persons or legal entities, subject to the exclusions listed in Articles 17 and 18 hereinafter

#### **15.2 Coming into effect of cover**



Cover will come into effect on the basis of a declaration by the insured person or the relevant third party sent to the Managing body or its duly authorised correspondent designated in the Special Terms and Conditions, within 48 hours of the occurrence of said accident or damage.

Any declaration made out of time may be refused.

Said declaration shall constitute the starting point of the investigation as to liability.

Said declaration shall include a detailed account of the circumstances of the accident specifying the name, forename and address of any witnesses and the formal report or records drawn up by the Police of Gendarmerie or any other official body.

### 15.3 *Amount of cover*

When the Managing body finds that the insured person is liable, the following amounts will be reimbursed after deduction of any legal proceeding costs, costs of obtaining receipts and other payments in settlement and subject to any excess to be borne by the insured person:

- bodily injury : as per the rate specified in the Special Terms and Conditions
- loss or damage to property : to the limit specified in the Special Terms and Conditions
- exceptional damage : to the limit specified in the Special Terms and Conditions per claim, irrespective of the number of persons affected by damage resulting from
  - fire, water, gas, electricity in any form whatsoever
  - explosions
  - pollution of the atmosphere or water or transmitted by the ground
  - the collapse of buildings or constructions of a permanent or temporary nature
  - food poisoning

### **Article 16 – Legal assistance**

The cost of legal assistance will be borne, at the request of the insured person, to the ceiling specified per case in the Special Terms and Conditions, in the event of an accident occurring during the stay, duly declared to the Managing body and acknowledged as such by the latter.

## **VI EXCLUSIONS – PERIOD OF LIMITATION – GOVERNING LAW**

### **Article 17 – General exclusions**

The direct and indirect consequences of the following are excluded from the Campus France Social Protection Plan:

- deliberate acts of the insured person, the suicide or attempted suicide of the same, acts of war, terrorism, participation in riots, demonstrations or lock-outs, wagers, duels, crimes, brawls (except in cases of self-defence) ,
- alcoholism, drunkenness, drugs and the taking of substances other than under medical prescription
- participating in hunting and any sporting competition, match, training in a professional or amateur capacity, participating in sports requiring the use of motorised vehicles (land, sea, air)  
  
or sailing in sailboats longer than 5.50m or participating in free fall sports (including parachuting and hang-gliding) or potentially dangerous sports such as mountain climbing, rock climbing, skiing, potholing, bungee jumping, skin or scuba diving, horse-riding, sailing, combat

sports, martial arts, except when such activities are organised by Campus France or be the host body, in condition that such cover be formally agreed to in writing by Campus France.

- driving cars or motor vehicles and all trailers or containers towed by or coupled thereto or piloting airplanes without prior authorisation by Campus France
- illnesses and accidents occurring during journeys and travel outside mainland France when not authorised by Campus France
- pre-existing diseases and conditions, ie any diseases and conditions existing on the date of effect of affiliation with Campus France, without these diseases and conditions were necessarily diagnosed, treated or identified by symptoms before the date of affiliation.
- accidents prior to the date of affiliation
- direct or indirect consequences of the modification of the structure of atomic nuclei and/or cataclysms

#### **Article 18 - Exclusions from personal liability cover - Legal assistance**

The following are excluded from Personal liability-Legal assistance cover:

- damages resulting from any activities carried out by the insured person in return for payment
- damage to property or animals sold by the insured person or of which the insured person is the owner, tenant, bailee, keeper or generally speaking has in his/her possession in any capacity whatsoever
- the consequences of contractual undertakings to the extent that they exceed those binding the insured person under statutes and regulations at such time in force with respect to personal liability
- damage resulting from practising air sports and hunting
- damage due to foreign acts of war, civil war, strikes, riots, demonstrations, acts of terrorism or sabotage committed in concert with others
- material and immaterial damage occurring in premises of which the bursary holder is the owner, tenant or occupier in whatsoever capacity, it being understood that said person is required to take out personal comprehensive insurance including personality liability for accommodation
- damage or aggravated damage caused by :
  - the atom, any nuclear fuel, product or radioactive waste or any other source of ionising rays and for which the operator of a nuclear power station is solely liable
  - weapons or devices designed to explode by modification of the structure of the core of a nuclear power station or originating from goods or services supplied to said plants abroad or directly hitting such nuclear power stations
  - any installation of ionising rays (in particular all radio-isotopes) used or intended to be used outside a nuclear power station and which the bursary holder or any other person for whom he/she is accountable is the owner, keeper or user; accommodation
- damage caused by :
  - aircraft, sailing ships longer than 5.50 m together with motor boats with over 5 horsepower.
  - Land-based motor vehicles together with trailers, caravans and other land-based



appliances when they are hitched to said vehicles for which the insured person is civilly liable, of which he has the ownership, direction or keeping,

- damage caused by animals other than dogs, cats, farmyard animals and other pets, horses of which the bursary holder is neither the owner nor permanent keeper
- immaterial damage not resulting from any covered bodily harm or material damage
- damage caused directly or indirectly by asbestos or derivatives thereof
- damage resulting from the production by any apparatus or equipment of electric or magnetic fields or electromagnetic rays
- damage of whatsoever kind resulting in origin or scope from the effects of a computer virus, i.e a programme or set of computer programmes designed to adversely affect the integrity, availability or confidentiality of software, software packages, operating systems, computerized data and material and to spread to other installations
- damage caused by foreign war or civil war, by riots or protest movements, assassination attempts or bombings, acts of terrorism or sabotage, strikes and lock-outs.
- damage resulting from non-compliance with the provisions of the Employment Code set out in Articles L 122-45 to L 122-45-3 (discriminations), L 122-46 to L 122-54 (harassment) , L 123-1 to L 123-7 (professional equality between women and men)
- damage caused directly or indirectly by lead and the derivatives thereof, toxic mould, formaldehyde
- damage resulting from the use or dissemination of genetically modified organisms (as referred to by Act n° 92-654 of July 13<sup>th</sup> 1992 or provisions which may be substituted for the same together with those introduced for the application thereof) or resulting from the putting on the market of products composed wholly or in part of genetically modified organisms
- damage resulting from transmissible sub acute spongiform encephalopathy,
- damage caused directly or indirectly by the following persistent organic pollutants : aldrin, chlordane, DDT, dioxins, dieldrin, endrin, furan, heptachlor, hexachlorobenzene, mirex, PCB, toxaphene
- damage caused directly or indirectly by methyl tert-butyl ether (MTBE)
- damage resulting from the supply of products of human origin or products of biosynthesis deriving directly from products of human origin intended for therapeutic operations or diagnosed in the human being
- the financial consequences of the personal liability of directors in their capacity as corporate officers pursuant to the provisions of the Act of July 27<sup>th</sup> 1966 and subsequent provisions
- damage of the nature of that which in French law incurs the liability of constructors, manufacturers or the like pursuant to Articles 1792 and following of the French Civil Code
- the refunding of the cost of defective products, works or services carried out or delivered by the insured person; the cost of the replacement, repair, development or perfecting thereof.
- non accidental pollution damage together with sites operated by the insured person requiring prior authorization

#### **Article 19 - Limitation periods**

The bringing of any action by an affiliated person for the refund of payments for expenditure on health care covered by the Campus France social protection plan shall be time-barred 2 (TWO) years as from the date of the provision of said care during the insured period.

The bringing of any action for the payment of expenses and/or indemnity under other cover provided by the Campus France social protection plan shall be time-barred 2 (TWO) years as from the date of the accrual of the risk involved (accident, illness, death).

#### **Article 20 - Governing law**

These General terms and conditions together with the Special terms and conditions appended hereto shall be governed by the laws of France. They have been drafted in the French language. In the event of their being translated into one or more foreign languages, the French language version shall be the sole authentic version in the case of litigation.

All disputes which may arise under the provisions of these General terms and conditions and under the Special terms and conditions, in particular as regards the validity, interpretation, performance or termination of the same shall be subject to the jurisdiction of the French courts of law and the normal laws of France.