

# Policy Wording

PREMIÈRE HEALTHCARE PLAN  
EFFECTIVE 1st NOVEMBER 2009

**AETNA  
GLOBAL  
BENEFITS®**

## CONTENTS

Definitions	2
Cover	4
Exclusions	6
General Conditions	8
Claims Procedure	10

## DEFINITIONS

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To help **You** understand **Your Policy** the following words and phrases used anywhere within **Your Policy** have specific meanings, which are set out in this section. To enable **You** to recognise the defined words and phrases **We** have shown them in bold wherever they appear in **Your Policy**.

### Accident

An unexpected, unforeseen and involuntary external event resulting in **Bodily Injury** occurring whilst **Your Policy** is in force.

### Acupuncturist

A practitioner registered to practice acupuncture by the governing body/council in the country where **Treatment** is given.

### Acute

A disease, injury or illness that is likely to respond quickly to **Treatment** which aims to return **You** to the state of health **You** were in immediately before suffering the disease, illness or injury, or which leads to **Your** full recovery.

### Act of Terrorism

An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in conjunction with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Advice

Any consultation from a **General Practitioner** or **Specialist** including the issue of any prescriptions or repeat prescriptions.

### Appliances

Devices and equipment when used as an integral part of a surgical procedure administered by a **General Practitioner** or **Specialist**.

### Benefits

The insurance coverage provided by this **Policy** and any extensions or restrictions shown in the **Policy Schedule** or in any endorsements (if applicable).

### Bodily Injury

Injury which is caused solely by an **Accident** which results in the **Insured Person's** dismemberment, disablement or other physical injury.

### Chronic

A disease, illness, or injury that has at least one of the following characteristics:

- continues indefinitely and has no known cure,
- comes back or is likely to come back,
- is permanent,
- **You** need to be rehabilitated or specially trained to cope with it,
- needs long term monitoring, consultations, check-ups, examinations or tests.

### Commencement Date

The date shown on the **Policy Schedule** on which the **Policy** first came into effect.

### Congenital Anomaly

A genetic, physical, or (bio) chemical defect, disease or malformation, which may either be **Hereditary**/familial or due to an influence during gestation up to birth, and which may or may not be obvious at birth.

### Convalescence Home

An institution registered and licenced to provide 24 hour **Qualified Nurse** care, through supervision by a full-time **General Practitioner** or **Specialist** to provide physical restoration services to help patients achieve self care in daily living activities. This does not extend to any institution providing long term care for the elderly, custodial or educational care or for care of mental disorders.

### Country of Nationality

For the purpose of this **Policy** this will be the country for which **You** hold a passport.

### Country of Residence

The country in which **You** have **Your** habitual residence (residing for a period of no less than 6 months per **Period of Cover**) at the time this **Policy** is first taken out or at each subsequent **Renewal Date**.

### Date of Entry

The date shown on the **Policy Schedule** on which an **Insured Person** was included under this **Policy**.

### Day-Patient

An **Insured Person** who is admitted to a **Hospital** and uses a **Hospital** bed but does not stay overnight.

### Dental Practitioner

A person who is licensed by the relevant licensing authority to practice dentistry in the country where the dental **Treatment** is given.

### Dependants

One spouse or adult partner and/or unmarried children who are not more than 18 years old and residing with **You**, or 23 years old if in full-time education, at the date of joining or at any **Renewal Date**. The term partner shall mean husband, wife or the person permanently living with **You** in a similar relationship.

All **Dependants** must be named as **Insured Persons** in the **Policy Schedule**.

### Diagnostic Tests

Investigations, such as x-rays or blood tests, to find or help to find the cause of **Your** symptoms.

### Drugs and Dressings

Essential drugs, dressings and medicines prescribed by a **General Practitioner** or **Specialist** and which are not available without prescription.

### Elective

Planned **Treatment** which is **Medically Necessary**, but which is not required as an **Emergency**.

### Eligibility

Residents of France who can prove their membership of the Caisse Primaire d'Assurance Maladie (hereinafter CPAM – Primary Office of Health Insurance) or of the obligatory French Social Security administration.

### Emergency

A sudden, serious, and unforeseen **Acute Medical Condition** or injury requiring immediate medical care.

### Excess

The amount payable by an **Insured Person** in respect of expenses incurred before any **Benefits** are paid under the **Policy**, as specified in **Your Policy Schedule**.

### Full Difference

The balance between the amount **You** pay for the **Treatment** of **Your Medical Condition** and the amount reimbursed by the CPAM or the obligatory French Social Security administration.

### Full Refund

The full reimbursement, after deduction of any amount or **Excess** specifically noted as payable by **You**, of the amount **You** have paid for the **Treatment** of **Your Medical Condition** where no reimbursement by the CPAM or the obligatory French Social Security administration is applicable.

### General Advice

**Advice** from the relevant professional body to establish medical practice and/or established medical opinion in relation to any **Medical Condition** or **Treatment**.

### General Practitioner (Primary Care Practitioner)

A person who has attained primary degrees in medicine or surgery by attending a medical school recognised by the World Health Organisation and who is licensed by the relevant authority to practice medicine in the country where the **Treatment** is given.

### Hereditary

Transmitted from parents to offspring, inherited and which presents symptoms at birth.

### Homeopath

A practitioner, included in the Register maintained by the Faculty of Homeopathy or, who practices homeopathy holding a qualification recognised by the governing body in the country where **Treatment** is given.

### Hospital

An establishment that is legally licensed as a medical or surgical **Hospital** under the laws of the country in which it is situated.

### In-Patient

An **Insured Person** who stays in a **Hospital** bed and is admitted for one or more nights solely to receive **Treatment**.

### Insured Person/You/Your

**You** and/or the **Dependants** named on the **Policy Schedule**.

### Medical Condition

Any injury, illness or disease, including psychiatric illness.

### Medically Necessary

A medical service or **Treatment**, which, in the opinion of a qualified **General Practitioner** or **Specialist**, is appropriate and consistent with the diagnosis and, which, in accordance with generally accepted medical standards, could not have been omitted without adversely affecting the **Insured Person's** condition or the quality of medical care rendered.

### Out-Patient

An **Insured Person** who receives **Treatment** at a recognised medical facility, but is not admitted to a **Hospital** bed as an **In-Patient** or **Day-Patient**.

### Palliative Treatment

Any **Treatment** given, in an independent **General Practitioner** or **Specialist's** opinion, for the purpose of offering temporary relief of symptoms. **Palliative Treatment** is not given to cure the **Medical Condition** causing the symptoms.

### Period of Cover

The **Period of Cover** is period of time the **Policy** will be in force as set out in the **Policy Schedule**. Unless specifically stated to the contrary, this will be a 12-month period starting from the **Commencement Date** or any subsequent **Renewal Date**.

### Physiotherapist

A person who is registered as a **Physiotherapist** and licensed to practice in the country in which **Treatment** is being given.

### Policy

**Our** contract of insurance with **You** providing cover as detailed herein.

### Policyholder

The person or company named as the **Policyholder** in the **Policy Schedule**.

### Policy Schedule

The schedule giving details of the **Policyholder** and the **Insured Persons, Policy** details and endorsements (if applicable).

### Private Room

Single occupancy accommodation in a private **Hospital**.

### Qualified Nurse

A nurse who is qualified and whose name is currently on any register or roll of nurses, maintained by any Statutory Nursing Registration Body within the country in which they are resident.

### Reasonable and Customary Charges

Shall mean four times the 'Tarif de Convention' for **Treatment** costs incurred inside France and two times the 'Tarif de Convention' for **Treatment** costs incurred outside France.

### Related Condition

Any injuries, illnesses or diseases are **Related Conditions** if **We**, on **General Advice**, determine that one is a result of the other or if each is a result of the same injury, illness or disease.

### Rehabilitation

Assisting an **Insured Person** who, following a **Medical Condition**, requiring physical therapy and assistance in, independent living to restore them, as much as **Medically Necessary** or practically able, to the position in which they were in prior to such **Medical Condition** occurring.

### Renewal Date

The anniversary of the **Commencement Date** of the **Policy**.

### Rules by Convention

Medical personnel and **Hospitals** who are conventionné.

### Specialist

A registered **General Practitioner** who currently holds a substantive consultant appointment in that speciality, which is recognised as such by the statutory bodies of the relevant country.

### Treatment

Surgical, medical or other procedures, the sole purpose of which is the cure or diagnosis of an **Acute Medical Condition**.

### Underwriters

Aetna Health Insurance Company of Europe Limited, Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4.

### We/Our/Us

Aetna Global Benefits (Europe) Limited on behalf of **Underwriters** as detailed in the **Policy schedule**.

# COVER

We will provide cover for the **Treatment of Medical Conditions** which first manifest themselves during any **Period of Cover** and where **Treatment** is actually given during the current **Period of Cover** or where such **Medical Conditions** have manifested themselves prior to the **Date of Entry** but have been declared to and accepted by **Us** in writing.

All **Benefits** shown are per person per annum (unless specifically stated) and are subject to an annual maximum limit of €155,000 after deduction of prior payments by the CPAM (where applicable). All costs incurred, including full refunds, must be **Medically Necessary** and subject to **Reasonable and Customary Charges**.

## PREMIÈRE COVER

Première Cover is limited to **Treatment** of a **Medical Condition** received inside France only. Unless specifically stated otherwise all **Benefits** provided are on a **Full Difference** basis.

Under Première Cover **We** will cover costs for:

### 1. General Hospital Costs

- i) **General Practitioner** and **Specialist** fees as an **In-Patient** or **Day-Patient**
- ii) Surgical procedures as an **In-Patient**, **Day-Patient** or **Out-Patient** in a **Hospital** when prescribed by a **General Practitioner** or **Specialist**.
- iii) Diagnostic and other tests as an **In-Patient** or **Day-Patient** in a **Hospital** including pathology, X-rays, MRI and CT Scans.
- iv) Anaesthetist fees.
- v) **Drugs and Dressings**
- vi) **Hospital** accommodation in a **Private Room** to a maximum of 30 days per **Medical Condition** on a **Full Refund** basis.
- vii) Daily Food charges and bottled water.

### 2. Travel and other Accommodation Costs

Travel and accommodation costs for a spouse or parent of a **Dependant** child to visit the **Insured Person** who has been admitted to **Hospital** as an **In-Patient** or **Day-Patient**.

### 3. Pregnancy and Childbirth Costs

Cost associated with pregnancy and childbirth Including pre- and post-natal, check-ups and delivery costs. All costs relating to complications of pregnancy and/or childbirth are also covered, including caesarean section costs.

**Benefit** is limited to €610 per pregnancy or complications thereof.

### 4. Road Ambulance Costs

Transportation costs to and from **Hospital** by road ambulance when **Medically Necessary**.

### 5. Home Nursing

Nursing care given as an **Out-Patient** which is received immediately subsequent to **Treatment** as an **In-Patient** or **Day-Patient** on the recommendation of a **Specialist** and must be provided by a **Qualified Nurse**.

Limited to 30 days per **Medical Condition**.

### 6. Physiotherapy

Physiotherapy immediately following **Hospital** discharge as an **In-Patient** or **Day-Patient** under the direct supervision of a **Specialist**.

**Benefit** is limited to 30 days per **Medical Condition**.

### 7. Convalescence Home Costs

**Convalescence Home** care immediately following **Hospital** discharge as an **In-Patient** or **Day-Patient** for the purpose of **Rehabilitation**.

**Benefit** is limited to 30 days per **Medical Condition**.

### 8. Pre and Post hospitalisation Costs

**General Practitioner** and **Specialist** fees, **Diagnostic Tests**, scans, x-rays and other such associated costs prior to admission or immediately following discharge from **Hospital**, where **Treatment** was provided as an **In-Patient** or **Day-Patient**.

**Benefit** is limited to 90 days following **Hospital** discharge.

## PREMIÈRE PLUS COVER

Première Plus Cover is limited to **Treatment** of a **Medical Condition** received inside France only. Unless specifically stated otherwise all **Benefits** provided are on a "**Full Difference**" basis.

Première Plus Cover provides for all the **Benefits** of Première Cover plus the following additional **Benefits**:

### 1. Out-Patient Costs

- i) Local surgery performed by a **General Practitioner** in their clinic or surgery.
- ii) **General Practitioner** or **Specialist** consultations fees.
- iii) **Drugs and Dressings**.
- iv) **General Practitioner** home visits where **Medically Necessary**.
- v) **Diagnostic Tests**, x-rays and scans.
- vi) Physiotherapy
- vii) **Treatment** administered by registered Homeopaths and Acupuncturists when given under the direct control of and following referral by a **Specialist**.

### 2. Accidental Damage to Teeth

**Treatment** received in a dental surgery or an **Emergency** room in a **Hospital** within 7 days of incurring accidental damage caused to sound, natural teeth, except when the accidental damage has been caused through eating, when given by a **General Practitioner** or **Dental Practitioner**.

This **Benefit** is payable on a **Full Refund** basis.

### 3. Routine Dental

Fees of a **Dental Practitioner** carrying out routine dental **Treatment** in a dental surgery. Routine dental **Treatment** is defined as:

Examinations, tooth cleaning, normal compound fillings, simple or non-surgical extractions.

**Benefit** is limited to €460.

### 4. Major Restorative Dental

The provision and replacement of crowns (up to €230) and inlays and dentally required braces for teeth realignment for children.

**Benefit** is limited to €460.

## **ADDITIONAL COVER EXTENSION - INTERNATIONAL COVER**

This cover is purchased as an additional **Benefit** option for those wishing to be covered for all **Treatment** received outside France. **We** will provide cover, where this additional cover extension has been purchased and is shown on **your Policy Schedule**, for the **Treatment** of **Medical Conditions** arising out of **Accident** or illness where **Treatment** is actually given during the current **Period of Cover**.

**Benefit** is limited to 30 days in aggregate per year for **Treatment** received outside France.

Unless specifically stated otherwise all **Benefits** under this extension of cover are provided on a “**Full Refund**” basis.

**Benefits** provided outside of France under this **Policy** extension are as follows:

### **1. General Hospital Costs**

- i) Medical Practitioner, **Specialist** fees as an **In-Patient** or **Day-Patient**.
- ii) Surgical procedures as an **In-Patient**, **Day-Patient** or **Out-Patient** in a **Hospital** when prescribed by a **General Practitioner** or **Specialist**.
- iii) Diagnostic and other tests as an **In-Patient** or **Day-Patient** in a **Hospital** including pathology, X-rays, MRI and CT Scans.
- iv) Anaesthetist fees.
- v) **Drugs and Dressings**.
- vi) **Hospital** accommodation in a **Private Room**.

### **2. Road Ambulance Costs**

Transportation costs to and from **Hospital** by road ambulance when **Medically Necessary**.

### **3. Home Nursing**

Nursing care given outside a **Hospital** which is received immediately subsequent to **Treatment** as an **In-Patient** or **Day-Patient** on the recommendation of a **Specialist** and must be provided by a **Qualified Nurse**.

### **4. Physiotherapy**

Physiotherapy immediately following **Hospital** discharge as an **In-Patient** or **Day-Patient** under the direct supervision of a **Specialist**.

### **5. Pre and Post hospitalisation Costs**

**General Practitioner** and **Specialist** fees, **Diagnostic Tests**, scans, x-rays and other such associated costs prior to admission or immediately following discharge from **Hospital**, where **Treatment** was provided as an **In-Patient** or **Day-Patient**.

**Benefit** is limited to 90 days following **Hospital** Discharge.

### **6. Out-Patient Costs**

- i) Local surgery performed by a **General Practitioner** in their clinic or surgery.
- ii) **General Practitioner** or **Specialist** consultations fees.
- iii) **Drugs and Dressings**.
- iv) **General Practitioner** home visits where **Medically Necessary**.
- v) **Diagnostic Tests**, x-rays and scans.

### **7. Out-Patient Physiotherapy**

Physiotherapy costs undertaken by a registered **Physiotherapist**.

**Benefit** is limited to 10 sessions.

### **8. Alternative Medicine**

Alternative medicine is limited to **Treatment** administered by registered Homeopaths, and Acupuncturists when given under the direct control of and following referral by a **Specialist**.

**Benefit** is limited to 10 sessions in aggregate.

### **9. Accidental Damage to Teeth**

**Treatment** received in a dental surgery or an **Emergency** room in a **Hospital** within 7 days of incurring accidental damage caused to sound, natural teeth, except when the accidental damage has been caused through eating, when given by a **General Practitioner** or **Dental Practitioner**.

### **10. Routine Dental**

Fees of a **Dental Practitioner** carrying out routine dental **Treatment** in a dental surgery. Routine dental **Treatment** is defined as:

Examinations, tooth cleaning, normal compound fillings, simple or non-surgical extractions.

**Benefit** is limited to €460.

### **11. Major Restorative Dental**

The provision and replacement of crowns (up to €230) and inlays and dentally required braces for teeth realignment for children.

**Benefit** is limited to €460.

### **12. Home Transportation**

Airfares to France and transportation to and from the airport to home following **Accident** or illness, occurring outside France, for the purpose of admission to **Hospital** as an **In-Patient** or **Day-Patient**. Extended to cover the costs of one other person to travel with the **Insured Person** as an escort.

Cover is limited to:

- i) €380 per airline ticket.
- ii) €155 for other transportation costs to and from the airport/home.
- iii) €155 for any overnight accommodation required

## EXCLUSIONS

This Policy does not cover expenses arising from:

1. In respect of Première Cover and Première Plus Cover only – Expenditure not approved and accepted by CPAM, or the obligatory French Social Security administration, (included in the Convention Tariff, drawn up each year by the French Social Security) relating to various items of **Treatment** and medical care.
2. The expenses of establishments or of practitioners not subject to **Rules by Convention**.
3. a) In respect of Première Cover and Première Plus Cover only - Any known or planned **Hospital Treatment** in progress, or pending at the **Date of Entry**.  
b) In respect of International Cover only - Any **Medical Condition** or **Related Condition** for which **You** have received **Treatment**, had symptoms of, to the best of **Your** knowledge existed or **You** sought **Advice** for prior to **Your Date of Entry** (pre-existing **Medical Condition**), except where such **Medical Conditions** have been declared to **Us** and accepted in writing. After 2 years' continuous membership, any pre-existing **Medical Conditions** (and **Related Conditions**) will become eligible for **Benefit** provided (in respect of that condition) **You** have not during that period:
  - i) consulted any **General Practitioner** or **Specialist** for **Treatment** or **Advice** (including check ups)
  - or
  - ii) experienced further symptoms
  - or
  - iii) taken medication (including drugs, medicines, special diets or injections).
4. In respect of International Cover only -
  - a) **Treatment** of a **Medical Condition** which **We**, on **Advice** or **General Advice** determine is **Palliative Treatment** or a **Chronic Medical Condition**.
  - b) **We** will however, pay for the stabilisation of **Acute** exacerbations of **Chronic Medical Conditions** that are not pre-existing **Medical Conditions**.
5. **Chronic** supportive **Treatment** of renal failure, including dialysis. **We** will however, pay for the cost of renal dialysis incurred:
  - a) immediately pre and post operatively
  - b) in connection with **Acute** secondary failure when dialysis is part of intensive care.
6. **Treatment**, which **We** determine on **General Advice** is either experimental or unproven.
7. Birth injuries, **Congenital Anomalies**, genetic deformities or diseases and **Hereditary Medical Conditions**.
8. Routine physical examination by a **General Practitioner**, including gynaecological investigations, normal hearing tests, routine tests, new born neo-natal care, inoculations, vaccinations and preventative medicines.
9. Normal eye tests, non-medical/natural degenerative eye defects, including but not limited to myopia, presbyopia and astigmatism and any corrective surgery for non-medical/natural degenerative eye defects.
10. **Rehabilitation** unless it forms an integral part of **Treatment** received as an **In-Patient** and is under the control or supervision of a **Specialist** and is undertaken in a recognised **Rehabilitation** unit.
11. **Treatment** received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or a **Hospital** or **Convalescence Home** where the **Hospital** or **Convalescence Home** has effectively become the **Insured Person's** home or permanent abode or where admission is arranged wholly or partly for domestic reasons.
12. Cosmetic **Treatment**, and any consequence thereof.
13. **Treatment** for weight loss or weight problems whether or not preceding or as a consequence of a psychiatric condition and any associated **Treatment** costs consequent of cosmetic surgery or arising as a result of an eating disorder or weight problem, including any required psychiatric **Treatment** where the psychiatric condition is a **Related Condition** to the eating disorder. However, **We** will pay for reconstructive surgery required as a result of an **Accident** or illness which occurred during the **Period of Cover** and is undertaken within 12 months of the **Accident/illness** occurring to restore natural function or appearance, subject to the cover being in force.
14. Alternative medicines including, but not limited to, chiropractors, osteopaths, optometrists hypnotherapists and podiatrists. Cover is extended to include **Homeopaths** and **Acupuncturists**.
15. Costs of providing, maintaining or fitting any external prostheses or **Appliances**, hearing and/or visual aids or other equipment, medical or otherwise.
16. Costs incurred in connection with locating a replacement organ or any costs incurred for removal of the organ from the donor, transportation costs of same and all associated administration costs.
17. Maternity and and/or childbirth expenses when the date of childbirth falls within twelve months from the **Date of Entry**.
18. Voluntary caesarean section costs or **Medically Necessary** caesarean section costs due to any previous non-**Emergency** caesarean sections undertaken.
19. Pregnancy terminations on non medical grounds, antenatal classes, midwifery costs when not associated with delivery.
20. **Treatment** directly or indirectly arising from or required in connection with male and female birth control, infertility and/or fertility and sterilisation (or its reversal).
21. Any form of assisted conception or any complications thereof including, but not limited to, premature or multiple births following assisted conception. A declaration of health is required in respect of all **Dependants** who are born following assisted conception. **We** reserve the right to reject any application without giving any reason.

- 22. Treatment** of impotence or any **Related Condition** or consequence thereof.
- 23. Treatment** directly or indirectly associated with sex change and any consequence thereof.
- 24.** Venereal disease or any other sexually transmitted diseases or any **Related Condition**.
- 25.** Orthodontic **Treatment**, gingivitis, and periodontitis or any **Related Condition**.
- 26.** The provision or repair of false teeth, bridges, dentures and **Treatment** and fillings made with precious metals.
- 27.** Costs in respect of a psychotherapist, psychologist, family therapist or bereavement counselor.
- 28. Treatment** for learning difficulties, hyperactivity, attention deficit disorder, speech therapy and developmental, social or behavioural problems in children.
- 29. Treatment** for alcoholism, drug or substance abuse or any addictive condition of any kind and any injury or illness arising directly or indirectly from such abuse or addiction.
- 30.** Examination or **Treatment** for mental illness, psychiatric disorder, anxiety or depression.
- 31.** Suicide or attempted suicide, **Bodily Injury** or illness, which is wilfully self-inflicted or due to negligent or reckless behaviour.
- 32.** Any injury sustained directly or indirectly as a result of the **Insured Person** acting illegally or committing or helping to commit a criminal offence.
- 33.** Travel and accommodation costs unless specifically agreed by **Us** in writing prior to travel. No travel and accommodation costs are payable where **Treatment** is obtained solely as an **Out-Patient**, including the costs of a hire car.
- 34.** Costs and expenses incurred where an **Insured Person** has travelled against medical **Advice**.
- 35. Treatment** and expenses directly or indirectly arising from or required as a consequence of: war, invasion, acts of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege or attempted overthrow of government or any Acts of Terrorism, unless the **Insured Person** sustains **Bodily Injury** whilst an innocent only up to a maximum amount €50,000 per **Insured Person** per incident.
- 36. Treatment** directly or indirectly arising from or required as a result of chemical contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel, asbestosis or any **Related Condition**.
- 37. Treatment** for sleep related breathing disorders, including snoring, fatigue, jet lag or work related stress or any **Related Condition**.
- 38.** Regardless of any contributory clause(s), this insurance does not cover **Treatment** of a **Medical Condition** which is in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon **You**.
- 39.** Dietary supplements and substances which are available naturally and that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances.
- 40.** Home visits by a **General Practitioner, Specialist or Qualified Nurse** unless specifically agreed by **Us** in writing prior to consultation.
- 41.** Medical expenses which arise from or are in any way related to Human Immunodeficiency Virus (HIV) and/or HIV related illness, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) and/or any mutant derivative or variation thereof.
- 42.** In respect of International Cover only - Any second or subsequent medical opinions from a **General Practitioner or Specialist** for the same condition unless it has been authorised by **Us** in writing.
- 43.** In respect of International Cover - The first €155 of all admissible expenses of each new **Medical Condition** for which **Elective Treatment** is sought outside France. All **Treatment** must be pre-authorised by **Us**.
- 44.** In respect of International Cover only - **Benefit 12, Home Transportation**, is subject to **Us** receiving written confirmation from the local attending doctor that the **Insured Person** is only able to return to France by means of an airlift, (which shall in all instances be limited to economy class).

# GENERAL CONDITIONS

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## 1. Policy

**You** application form, **Our** written acceptance, **Your Benefit** schedule, **Your Policy Schedule** and the **Policy** wording must be read as one as they form the basis of **Your** contract with **Us**.

## 2. Contribution

If there is any other insurance covering any of the same **Benefits You** must disclose or ensure that the relevant **Insured Person** discloses the same to **Us** and **We** shall not be liable to pay or contribute more than **Our** proper proportion.

If it is found that **You** were repaid for all or some of those expenses by another source including any other insurance **Policy**, **We** will have the right to a refund from **You**. Where necessary **We** retain the right to deduct such refund from any impending or future claim settlements or to cancel **Your Policy** void from commencement, without a refund of premium.

## 3. Reimbursement

Expenses in respect of Première Cover and Première Plus Cover levels of cover shall only be reimbursed when they have been approved, accepted and paid out by CPAM, or the obligatory French Social Security administration and subject to **Rules by Convention**.

If the rules relating to payments made by CPAM, or the obligatory French Social Security administration are changed in the course of the **Period of Cover**, **We** reserve the right to keep the supplementary payments at the same levels as those applicable prior to said change.

## 4. Acceptance Clause

**We** are entitled to refuse to accept an application from any person without giving a reason. **We** maintain the right to ask **You** to provide proof of age and/or state of health of any person included in **Your** application.

**We** reserve the right to apply additional endorsements, exclusions or premium increases to reflect any circumstances **You** advise in **Your** application form or declared to **Us** as a material fact.

## 5. Eligibility

The **Policy** is designed for permanent residents of France, who have applied for or who are currently members of the Caisse Primaire D'Assurance Maladie, CPAM.

## 6. Territorial Limits

Première and Première Plus – restricted to France only.

International – extended to provide cover for **Treatment** in Europe only (see below for list) for **Elective Treatment** and Worldwide for **Accident** and **Emergency Treatment** unless such **Medical Condition** existed prior to the first date of travel and was likely to recur or require **Treatment** over the duration of the trip.

Europe is defined as: Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Channel Islands, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Italy, Kazakhstan, Latvia, Lichtenstein, Lithuania, Luxembourg, Madeira, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Uzbekistan and Yugoslavia.

## 7. Compliance with Policy Terms and Conditions

**We** shall not be liable under this **Policy** in the event of any failure by an **Insured Person** to comply with its terms and conditions, except where the circumstances of any claim are unconnected with such failure and no fraud is involved.

Any reticence or intentional false declaration, and any and all inaccurate omission or declaration shall entail the application as the case may be of the sanctions laid down in Articles L 113-8 (Nullity of Contract) and L 119-9 (Average of Premium) of the Code of Insurance.

## 8. Change of Risk

The **Policyholder** must inform **Us** as soon as reasonably possible of any material changes relating to any **Insured Person** which affect information given in connection with the application for cover under this **Policy**. **We** reserve the right to alter the **Policy** terms or cancel cover for an **Insured Person** following a change of risk.

## 9. Policy Duration and Premiums

- The **Policy** is for one year and is renewable for successive one year periods, subject to the terms in force at the time of each **Renewal Date** and to payment of the premium.
- The premium payable may be changed by **Us** from time to time. If **You** move into a higher age band, the premium will increase at the next **Renewal Date**. However, this **Policy** will not be subject to any alteration in premium rates generally introduced until the next **Renewal Date**.
- All premiums are payable in advance of any cover under this **Policy** being provided.
- Your Policy** is an annual contract and **You** are responsible for the whole year's premium even if **We** have agreed that **You** may pay by installments.

## 10. Government Taxes

To reflect any change in insurance premium tax or other government levies, **We** may alter the terms and conditions of this **Policy** at any **Renewal Date**. A copy of the current **Policy** terms will be sent to **You** at such time.

## 11. Break In Cover

Where there is a break in cover, for whatever reason, **We** reserve the right to reapply exclusion 3b in respect of pre-existing **Medical Conditions** for the International module only.

## 12. Dependant Children

New born children will be accepted for cover from birth. Acceptance of new born babies is subject to written notification within 90 days of birth. Notification received after this period will result in **Dependant** children being accepted for cover from the date of such notification.

## 13. Alterations

- We** may alter the terms and conditions of this **Policy** at any **Renewal Date**.

A copy of the current **Policy** terms will be sent to **You** at such time. **You** may cancel **Your Policy** within 30 days following any **Renewal Date** and provided

**You** have not made a claim **We** will refund **Your** premium. **We** will give **You** reasonable notice of such alterations. **We** will send details of such alterations

to the address **We** have for **You**. However, the alterations will take effect even if **You** do not receive them for any reason.

- b) No alteration or amendment to the **Policy** terms will be valid unless it is in writing from **Us**, sent by registered letter with acknowledged receipt.

Any and all modifications to the declarations mentioned above, to the exclusion of modifications relating to the state of health of the **Policyholder**, shall be declared to **Us** by registered letter within 15 days of the **Policyholder's** knowledge thereof. If the modification is an aggravation in the meaning of article L 113-4 of the Code of Insurance, **We** shall be empowered subject to the conditions laid down in the aforesaid article of the Code either to cancel the contract giving ten days notice or to propose a new premium contribution.

If within thirty days, following the fifteen days after sending the registered letter, the **Policyholder** has not agreed to or expressly refused **Our** proposal, **We** shall cancel the contract on expiry of that thirty day period, provided **We** have informed the **Policyholder** of their entitlements to do so by showing it in clearly visible words in the letter of proposal.

#### 14. Waiver

Waiver by **Us** in any instance of any term or condition of this **Policy** will not prevent **Us** from relying on such term or condition in other instances.

#### 15. Your Right of Cancellation

**You** may cancel **Your Policy** by notifying **Us** in writing within 30 days of the **Commencement Date** of **Your Policy** and, provided no claims have been made, **We** will arrange a **Full Refund** of any premiums paid.

If the **Policy** is cancelled by **You** at any other time, and for whatever reason, there will be no return of premium.

#### 16. Our Right of Cancellation

**We** may cancel **Your Policy** at the expiry of the **Period of Cover** by means of a registered letter dispatched to **Your** last recorded address held on file, at least two months prior to the **Policy's** expiry date, except when **Your** cover has been effective for more than two years of continuous cover the Loi Evin of 31st December 1989, number 89-1009 shall apply. In both cases, such notice of cancellation shall be deemed to take effect even if **We/You** do not receive such communication. In the event of any non-payment of premium, **We** shall be entitled to cancel this **Policy**. **We** may at **Our** discretion reinstate the cover if the premium is subsequently paid, though terms of cover may be subject to variation. Whilst **We** shall not cancel this **Policy** because of eligible claims made by any **Insured Person**, **We** may at any time terminate an **Insured Person's** cover if he/she or the **Policyholder** has at any time:

- a) misled **Us** by misstatement.
- b) knowingly claimed **Benefits** for any purpose other than as are provided for under this **Policy**.
- c) agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to **Our** detriment.
- d) otherwise failed to observe the terms and conditions of this **Policy** or failed to act with utmost good faith.

#### 17. Applicable Law

The law applicable to this **Policy** shall be French law as specified in the **Policy Schedule**.

#### 18. Fraudulent/Unfounded Claims

If any claim under this **Policy** is in any respect fraudulent or unfounded, all **Benefits** paid and/or payable in relation to that claim shall be forfeited and (if appropriate) recoverable. In addition all cover in respect of the **Insured Person** shall be cancelled void from **Date of Entry** without refund of premiums.

#### 19. Liability

**Our** liability shall cease immediately upon termination of the **Policy** for whatever reason, including without limitation non-renewal and non-payment of premium.

#### 20. Premium Refunds

After the first 30 days of cover from **Your Date of Entry** **You** will not be entitled to any refund of premium, either in full or in part, for whatever reason.

#### 21. Third Parties

The only parties to this contract are the **Policyholder** and **Us**.

#### 22. Subrogation

**We** retain all rights of subrogation. Other than with **Our** written consent **You** have no entitlement to admit liability for any eventuality or give promise of any undertaking which is binding upon **You**, **Your Dependants** or any other person named in the **Policy**.

#### 23. Currency

The monetary limits applicable to **Your Policy** will be expressed in Euros. Claims paid in a local currency will be converted at the rate of exchange quoted on [www.oanda.com](http://www.oanda.com) at the time **We** assess the claim.

#### 24. Arbitration

In the event of a dispute, expert assessment on an amicable basis shall at all times be mandatory subject to reserve of the rights of the parties. Each of the parties shall choose an expert. If the experts so designated do not agree, they shall appoint a third expert. The three experts shall work jointly and on the basis of a majority vote. In the event of failure by one of the parties to appoint its expert, or of the two experts to agree on the choice of a third, such designation shall be made by the President du Tribunal de Grande Instance of the jurisdiction in which the claim arose. This appointment shall take place by simple application from the most diligent party after fifteen days have elapsed from sending a registered letter to the other party giving official notice therefore. Each party shall pay the expenses and fees of its own expert and if necessary half of the fees of the third expert and the expenses of his or her nomination.

## CLAIMS PROCEDURE

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In the event of a claim the following procedures must be complied with.

Obtain a claim form as soon as practicable from:

**Première Administration Services**

37, rue Anatole

F- 92300 Levallois Perret

France

T +33 (0)1 77 68 01 64

E AGBPremiereClaims@aetna.com

### FOR COSTS INCURRED IN FRANCE

A fully completed claim form together with all the original invoices and receipts and the schedule of amounts settled by the CPAM must be sent to Première Administration Services within six months of the date of the claim. Failure to provide the necessary documentation may result in a delay in the processing of **Your** claim.

If the claim is for childbirth please ensure **You** attach a copy of the birth certificate of **Your** newborn child. Where possible **We** will pay **Your** medical expenses direct to the **Hospital** or other provider of those services. Where **We** pay the medical expenses to **You** this will be subject to the acceptance of **Our** settlement cheque being in full and final settlement of **Your** claim.

### FOR COSTS INCURRED OUTSIDE FRANCE

Please ensure that any and all costs for non-**Emergency In-Patient /Day-Patient Treatment**, and ALL and ANY MRI and CT Scans are agreed by **Us**, or **Our Emergency Assistance Medical Helpline**, in writing (fax/email/letter) before ANY planned **Treatment** is undertaken. Notification of any **Elective Treatment** or non-**Emergency Treatment** should be submitted in writing to **Us** as soon as reasonable and at least 48 hours prior to admission.

Planned **Treatment** undertaken without pre-approval from **Us** may not be eligible for a **Full Refund** in accordance with the terms and conditions of this **Policy**. A verbal confirmation does not constitute pre-approval. If in doubt, please contact **Us** or **Our Emergency Assistance Medical Helpline**, as shown on **Your** AGB membership card.

In the case of a true medical **Emergency**, **Our Emergency Assistance Medical Helpline**, is available 24 hours a day, 365 days of the year and is staffed by multi-lingual operators who can arrange admission to **Hospital**, ambulance transfers and air evacuation where necessary. To obtain medical assistance use the **Emergency Assistance Medical Helpline** number shown on the back of **Your** AGB membership card. **You** will need to provide **Your** name, **Policy** number, telephone and/or fax number, location and medical problem. In any given situation, if **You** are unsure what to do, contact **Us** or **Our Emergency Assistance Medical Helpline**.

### Planned In-Patient and Day-Patient

In the event of a planned admission on an **In-Patient** or **Day-Patient** basis to a **Hospital**, the following steps must be taken. Payment of all expenses incurred by **You** will not be recoverable unless **You** follow these procedures.

- i) Contact **Us** or **Our Emergency Assistance Medical Helpline** as soon as reasonably possible prior to admission giving full details of the condition, proposed **Treatment** including dates and name of procedure (if known) together with the name of the **Specialist** and **Hospital** details. (The telephone numbers are provided on **Your** AGB membership card.)
- ii) **We/The Emergency Assistance Medical Helpline** will advise **You** if there is sufficient information to confirm **Your** cover. If not, **You** will be advised on what further information is required.
- iii) When sufficient information has been made available to appraise **Your** claim, **We/the Emergency Assistance Medical Helpline** will verbally confirm the basis of **Your** cover and will despatch written confirmation to **You**.
- iv) **We/The Emergency Assistance Medical Helpline** will attempt at all times to make arrangements with the **Hospital** for all eligible bills to be settled directly. Where this has been arranged **You** should send the original Claim Form and any unpaid invoices (if given to **You** by the **Hospital**) to Première Administration Services.
- v) Please ensure a new/separate Claim Form for each **Insured Person**, each new **Medical Condition** and each admission to **Hospital** is submitted.

### Emergency Admissions

In the event of **Emergency** admissions, **You** should contact the **Emergency Assistance Medical Helpline** as soon as possible after admission and follow the steps described above for planned **In-Patient** and **Day-Patient Treatment**. Please do not delay obtaining **Emergency Treatment**.

### **Out-Patient**

Where **You** receive **Treatment** as an **Out-Patient** all costs, must be paid for in full by **You** at the time of the appointment and re-claimed from **Us**. In such instances please ensure that a Claim Form is completed by **You** and the **General Practitioner** or **Specialist**. Please remit this to Première Administration Services with all substantiating proof of **Your** claim, including but not limited to, the original invoice and proof of payment, prescription and a written diagnosis from the **General Practitioner**. Failure to fully substantiate **Your** claim will result in delayed settlement or may invalidate **Your** claim.

**We** reserve the right to reject any claim which is not submitted within six months.

Where an **Excess** applies to **Your Policy** the payment of any **Benefit** will occur only if the total amount of expenses incurred for **Treatment** covered under the terms of this **Policy** exceeds the **Excess** in each **Period of Cover**. The **Policyholder** is liable for the amount of the **Excess** and this should be settled directly with the relevant medical provider.

All documents and materials (including but not limited to original accounts, certificates and x-rays) that **We** require to support a claim, an application for cover or change in cover shall be provided without expense to **Us** (including if requested by **Us** a medical report from the **Insured Person's General Practitioner** or **Specialist** and details of the **Insured Person's** medical history prior to any claim). In cases where medical information is required by **Us** for consideration of a claim but it is not available to **Us**, it is the responsibility of the **Insured Person** to obtain such information from their current or previous **General Practitioner**, as appropriate.

All claims may only be made for **Treatment** actually given during a **Period of Cover** and **Benefit** will be available only for expenditure incurred prior to expiry or termination of such cover.

Claim forms should be sent to:  
Première Administration Services  
37, rue Anatole  
F- 92300 Levallois Perret  
France  
T +33 (0)1 77 68 01 64

# AETNA GLOBAL BENEFITS®

[www.goodhealthworldwide.com/premiere](http://www.goodhealthworldwide.com/premiere)

The Premiere Health Care Plan is administered by Medical Administrators International S.A.S. 37, rue Anatole, F- 92300 Levallois Perret, France. Tel: +33 (0) 1 77 68 01 64, Fax: +33 (0) 1 77 68 01 68. Société par Actions Simplifiée de courtage d'assurances au capital de 200.000 Euros R.C.S. PARIS B 451 649 982 - APE 672Z. Garantie Financière et Assurance de Responsabilité Civile Professionnelle conformes aux articles L 530-1 et L 530-2 du Code des Assurances.

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