SOFICA's

National standard regime only

British Health Ways 2

Supplemental Health Insurance

Information notice constituting the general conditions

SOFICA's

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Summary

INTRODUCTION

The contract **BRITISH HEALTH WAYS 2** is an optional group insurance contract subscribed by ASAF & AFPS, hereafter referred to as "the Association," registered at 2740 Chemin de Saint Bernard - Porte 14 - 06220 VALLAURIS, with AXA France Vie, a limited liability company with a share capital of 487,725,073.50 euros, registered under the number 310 499 959 with the registry of commerce and companies of Nanterre or with AXA Assurances Vie Mutuelle, a life insurance company with fixed contributions - Siren number 353457245, which companies are governed by the Insurance Code, and whose registered offices are located at: 313 Terrasses de l'Arche – 92727 NANTERRE Cedex, hereafter referred to as "the Insurer".

The Adherent subscribes to the contract by submitting an application in accordance with the terms and conditions described in this information notice which constitutes the general conditions. The declarations made by the Adherents serve as the basis for their membership, which membership is unchallengeable once it enters into effect, subject to the Laws and Decrees of the Insurance Code.

The Association provides the management activities necessary for the acceptance and the functioning of the contract and the memberships. The Association may delegate all or part of these tasks to an organisation of its choice (following the prior consent of the Insurer). The Insurer insures the risks under this contract.

The contract between the Association and the Insurer is renewed by tacit agreement on the 1st of January each year, unless it is cancelled by one of the parties by means of advance notice of six months provided by registered mail. If the contract is cancelled, the Insurer undertakes not to terminate the individual guarantees provided to the Insured Parties.

The contract may be modified by amendment. The Member will be informed by the Association of any changes to his/her rights or obligations, in accordance with Article L. 141-4 of the Insurance Code.

The contract is prepared and concluded in French.

The authority responsible for monitoring the insurance company is the Autorité de Contrôle Prudentiel de Résolution (ACPR), Insurance Sector, located at 61 rue Taitbout, 75436 PARIS Cedex 09.

GLOSSARY

ACCIDENT

Any bodily injury caused by a violent sudden and unpredictable external action.

MEDICAL TREATMENT AND CONSULTATIONS, EXCLUDING ONGOING TREATMENT

The following are addressed:

- Medical treatment or consultations for an insured person over 16 years of age who has not declared an attending physician to the Social Security Service.
- Medical treatment or consultations carried out which have not been prescribed by the attending physician declared to the Social Security Service by the insured person who is over 16 years of age.

The present contract does not reimburse any surcharge or any increase in costs for medical treatment caused by the failure to comply with the prescribed treatment.

MEMBER/ADHERENT

The person who is a member of the Association and who adheres to the contract.

INSURED PERSON

The person covered by the insurance, namely the Adherent (unless stipulated to the contrary in the certificate of adherence) including the members of his/her family who meet the conditions to be insured.

BASIS OF REIMBURSEMENT (BR)

The reference rate for mandatory health insurance which serves to determine the amount of reimbursement.

CONTRACT FOR ACCESS TO CARE (CAS)

The contract for access to care concluded between the Social Security Service and the independent physicians of Sector 2. It is intended to improve access to care, particularly by encouraging the physicians subscribing to the contract to limit their excess fees.

RESPONSIBLE CONTRACTS

The law describes a private health insurance contract as "responsible" when it encourages the observance of coordinated medical care (the coordinated care is based on the choice of an attending physician that the insured party has designated to his/her Social Security Service). In this case, the guarantees of the contract provide for minimum obligations of reimbursement for services connected with consulting the attending physician and his/her prescriptions and it covers at least two preventative services as established by regulations. They also provide for minimum and maximum charges for optical care, as well as third party payments:

- of the average cost for all categories of care, with the exception of thermal cures, homeopathic medications and medications reimbursed at 15% and 30%,
- the daily hospital cost invoiced by health establishments, without any duration limitation.

However the following is not covered:

- Extra charges or increase in costs resulting from a failure to comply with the medical treatment,
- The fixed participation of €1 applicable to consultations and certain medical examinations,
- Deductibles applicable to medication, paramedical actions and transport fees (for example: the compulsory contribution of €0.50 per package of medication).

FAMILY

The head of the family, his/her spouse (or his/her partner or common law wife/husband) and the children recognised as dependent by the tax service, up to the age of 20 years.

DAILY HOSPITAL RATE

The amount due for any hospital stay in a health establishment. This is a fixed participation by the patient in the hospitalisation costs and the care costs incurred by his/her hospitalisation.

HOSPITALISATION

Means a stay in a health establishment for the purpose of medical treatment as the result of an illness or an accident.

ILLNESS

Any health change certified by a competent health authority.

INFECTIOUS DISEASES
Typhoid or paratyphoid, chicken pox, rubella, whooping cough, mumps, meningitis, diphtheria, small pox, tetanus, measles or dysentery.

COMPULSORY PARTICIPATION OF €1
The compulsory contribution of €1 is paid by the patient towards all medical treatment and consultations with a doctor as well as biological and radiological tests.

REMAINDER
The portion of the health costs which the Social Security Service leave for the insured party to pay after the mandatory health insurance reimbursement. This consists of:
- the nominal fee,
- deductibles or fixed participations,
- possible excesses of authorised fees.

STAYS IN SPECIALISED ESTABLISHMENTS
Complete rest stays, physiotherapy (including stays to combat alcoholism and drug addiction), convalescent stays, geriatrics, neuro-psychiatric and psychiatric stays, dietetics and similar stays, as well as stays in children's homes specialised in health and social care.

NOMINAL FEES (TICKET MODÉRATEUR)
This is the difference between the basis of reimbursement and the amount reimbursed by the health authority (calculated before applying the compulsory contribution of one euro or the deductible). The nominal fee is usually covered by the complementary health insurance.

Table of services

Below are the additional reimbursements for all of the guarantee levels for a "Responsible" contract.

		Membership from age 60	
HOSPITALISATION		**1**	**2**
Surgical and medical hospital stays in an accredited clinic or public hospital		100%	Actual costs
Surgical and medical hospital stays in a non-accredited clinic or the private section of a public hospital		100%	100%
Fees for doctors adhering the Access to Care Contract (CAS)		100%	150%[1]
who have not adhered to the Access to Care Contract (CAS)		100%	130%[1]
Daily hospitalisation fees		Actual costs	Actual costs
Private room (limited to 60 days in specialised units)[2]	Accredited establishment	Nil	Actual costs
	Non-accredited establishment	Nil	35€/day
Bed for accompanying person (limited to 60 days)[2]		Nil	12€/day
Ambulance transport		100%	100%
Home hospitalisation		100%	125%
DENTAL TREATMENT			
Dental procedures, treatment and surgery		100%	100%
Dental prostheses		100%	100%
Orthodontics not reimbursed by the mandatory regime, periodontics and implants		Nil	100€[2]
MEDICAL OPTICS (limited to one every 2 years unless the equipment is connected with changes of sight; equipment includes the lenses and frames – the reimbursement of the frames may not exceed €150)			
Equipment with 2 simple lenses	for the first 2 years of membership,	100%	50€[3]
	as from the 3rd year	100%	100€[3]
Equipment with 1 simple lens and 1 complex lens/ very complex lens	for the first 2 years of membership,	100%	125€[3]
	as from the 3rd year	100%	160€[3]
Equipment with 2 complex lenses/ very complex lenses	for the first 2 years of membership,	100%	200€[3]
	as from the 3rd year	100%	200€[3]
Prescribed contact lenses reimbursed[4] or not reimbursed by the mandatory regime		100%	75€[2]
Operations for myopia, hyperopia and presbyopia by laser (refractive surgery)		100%	75€[2] per eye
SOINS COURANTS			
Fees for doctors adhering the Access to Care Contract (CAS)		100%	150%
who have not adhered to the Access to Care Contract (CAS)		100%	130%
Radiology, minor surgery and technical medical acts by doctors who have adhered to the CAS		100%	150%
who have not adhered to the CAS		100%	130%
Paramedics - laboratories		100%	100%
Pharmacy and homeopathy reimbursed by the mandatory regime		100%	100%
Vaccinations to the limit of		100€[2]	100€[2]
EQUIPMENT			
Orthopaedics costs, braces and non dental prostheses		100%	125%
PREVENTION & WELLNESS			
Prescriptions not covered by national health: medication, anti-tobacco treatment, homeopathy		Nil	50% of actual costs, limit €25[2]
SERVICES +			
Spa treatments		100%	100% + 50€[2]
Unscheduled care abroad (see CG Article 3.5, Territoriality)		100%	100%
Assistance guarantees		Included	Included
Exemption from and/or refund of contributions if hospitalization equal to or greater than 9 consecutive nights following an accident [5]		Guarantee	Guarantee

Membership from age 60	
3	**4**
Actual Costs	Actual Costs
100%	100%
200%(1) 180%(1)	250%(1) 200%(1)
Actual Costs	Actual Costs
Actual Costs 45€/day	Actual Costs 55€/day
15€/day	20€/day
100%	100%
150%	175%
DENTAL	
150%	200%
150%	200%
150€(2)	200€(2)
MEDICAL OPTICS	
100€(3) 200€(3)	150€(3) 300€(3)
150€(3) 250€(3)	200€(3) 350€(3)
250€(3) 350€(3)	300€(3) 450€(3)
100€(2)	150€(2)
100€(2) per eye	150€(2) per eye
ONGOING CARE	
200% 180%	250% 200%
200% 180%	250% 200%
125%	150%
100%	100%
100€(2)	100€(2)
EQUIPMENT	
150%	175%
PREVENTATIVE CARE AND WELLBEING	
50% of actual costs, capped at €30(2)	50% of actual costs, capped at €40(2)
SERVICES +	
100% + 100€(2)	100% + 150€(2)
100%	100%
Included	Included
Guarantee	Guarantee

The guarantees are expressed in percentages of the Social Security reimbursement basis, in a fixed amount in euros or a combination of the two (the percentages include reimbursements by the mandatory regime. The fixed fees expressed in euros are in addition to the reimbursements by the mandatory regime).
In accordance with regulations, the fixed participation, the medical costs as well as the surcharge over the nominal fee and the authorised excess charges in the event of not complying with the care recommendations are not covered.

The total of the reimbursements received by the Insured Person may not exceed the proven actual costs incurred.
The benefits set out in the table opposite are to be understood in all cases according to the terms and conditions of the contract.

Simple lenses: single vision lenses with a sphere between -6.00 and +6.00 dioptres and/or with a cylinder less than or equal to + 4.00 dioptres.

Complex lenses: single vision lenses with a sphere outside of the zone of -6.00 to +6.00 dioptres or with a cylinder greater than +4.00 dioptres and multifocal or progressive lenses.

Very complex lenses: spherical-cylindrical multifocal or progressive lenses with a sphere outside of the zone of -8.00 to +8.00 dioptres or spherical multifocal or progressive lenses with a sphere outside of the zone of -4.00 to +4.00 dioptres (only for adults)

(1) The first month of insurance, the reimbursement rate is limited to 100% except in the case of an accident. In the event of a takeover of the contract from the competition, the rate of the former contract will apply up to the limits provided in the table of services.

(2) per calendar year and per insured person.

(3) per equipment.

(4) The nominal fee for contact lenses reimbursed by the mandatory regime is taken into account, even if the annual cover is exhausted.

(5) reserved for insured persons who do not benefit from the "Madelin law".

Information notice constituting the general conditions

ARTICLE 1 - PURPOSE OF THE CONTRACT

The purpose of the contract is to guarantee the reimbursement of the following for the Member and his insured family:
• medical and surgical expenses caused by an illness or an accident, as a complement to the benefits paid by their mandatory health insurance scheme.
• expenses for treatment which are not covered by the health system but included in the guarantees of the contract.

ARTICLE 2 – TERMS FOR ADHERING TO THE CONTRACT

Adherence to the contract consists of the application for membership, the certificate of membership and the present information note constituting the terms and conditions.

2.1. CONDITIONS OF MEMBERSHIP

Subject to acceptance by the Association, anyone may adhere to the contract who:
• is at least 60 years of age at the time of adherence (age in years)
• has submitted to the Association a duly completed and signed application stating each member of the family to be covered as well as the level of guarantee chosen for the entire family,
• has paid in full the membership fees and the premium, which are detailed in Article 6.3 of this information notice.
Persons who are already covered by another private health insurance are not eligible.

2.2. DURATION AND RENEWAL OF THE MEMBERSHIP

The adherence to the contract and the Association is valid for a minimum of one year and is automatically renewed on 1 January of each year.

ARTICLE 3 – THE GUARANTEES

3.1. START OF THE GUARANTEES

The guarantees take effect for each Insured Person as from the date indicated on the certificate of membership, subject to payment of the premium ; **this date cannot be earlier than the date when the application was received by the Association.**

3.2. CHANGES TO THE LEVEL OF GUARANTEE

The services vary according to the level of guarantees offered, for which the details are set out in the table of services. Any decrease or increase in the level of guarantee is subject to acceptance by the Association. These requests may be accepted at the beginning of each calendar quarter at least one year after the conclusion of the contract. Thereafter, no decrease or increase of a guarantee level may be accepted before another 12 months have passed.

3.3. DESCRIPTION OF THE GUARANTEES

The reimbursements for treatment costs are always carried out in addition to the reimbursement by the mandatory scheme and within the limit of costs actually incurred and within the limits and amounts set out in the table of services. This table forms an integral part of this information notice and it details the amounts of the reimbursements according to the subscribed guarantee levels and certain reimbursements are also subject to the following provisions:

3.3.1. HOSPITALISATION

Private room (if included in the subscribed level of guarantee): In order to benefit from this guarantee, the Insured Person must choose an accredited or approved establishment. For specialised stays, the reimbursement is limited to 60 days per year and per insured person. The reimbursement is excluded for spa therapy and for stays in a children's home specialised in sanitary health and social care.

Daily hospitalisation fee: Reimbursement for all medical or surgical hospitalisation.

Hospitalisation at home: Reimbursement of care necessary for the beneficiary in connection with medical care or supervision.

3.3.2. MEDICAL OPTICS

The coverage for glasses is limited to one pair every two years, with the point of departure for the renewal being the date of the first equipment. This period is reduced to one year in the event of changes to vision. In the latter case, the reimbursement will be made upon presentation of the former and the new medical prescription certifying the change of correction.

3.3.3. MISCELLANEOUS

Exoneration from (or reimbursement of) the premium (reserved for Insured Persons who do not benefit from the Madelin law):

The exoneration from or the reimbursement of the family premium for the calendar year in progress shall take place in the event of the hospitalization of the Adherent or his/her registered spouse for a duration equal to or greater than to 9 consecutive nights (the date of entry into the hospital will be used as the calendar year). This hospitalisation must be the direct consequence of an accident and must start within 90 days of that event.

3.4. EXCLUSIONS AND LIMITATIONS

3.4.1. GENERAL EXCLUSIONS
The following are excluded from any reimbursement:
- **Actions that are not recognised by the mandatory regimes, actions not provided for in the table of services, cosmetic surgery and care not reimbursed by the mandatory regimes, long-term hospitalisation costs, namely long-term care consisting of lodging for persons without life autonomy and whose condition requires constant medical supervision and maintenance care,**
- **The effects of civil war or foreign war, uprisings and civil movements, as well as the direct or indirect effects resulting from radioactivity or the nuclear reaction, in accordance with the Insurance Code.**
- **The fixed participation.**
- **Medical deductibles.**

3.4.2 SPECIFIC EXCLUSIONS.
Moreover, the following are excluded:
- **In the event of a failure to comply with the course of treatment and/or a refusal by the insured person to grant access to his/her personal medical records (DMP) to a health professional, the non-refundable amounts addressed in Articles 20 and 57 of the Law**

of 13 August 2004 and its decrees, namely:
- a surcharge for the participation,
- the authorised excess fees.
• The "premium exemption" guarantee for insured persons benefiting from the Madelin law.

3.4.3. LIMITATIONS
Our coverage for cosmetic surgery reimbursed by the Social Security is limited to the nominal charge unless this is connected with an accident or the consequences of a documented pathology. In these cases, the rates of the table shall apply. This limitation is applied both to hospitalisation and out-patient services.

3.5. TERRITORIALITY
The guarantees are applicable in FRANCE and in other countries where the French Health System guarantees the medical costs. The reimbursement for services is paid in FRANCE, in the legal currency in use in FRANCE. If necessary all supporting documents must be translated and the amounts converted into the legal currency in use in FRANCE.

ARTICLE 4 – SERVICES

4.1. "TELETRANSMISSION" AND "TIERS PAYANT"
The condition to be observed for the two services noted above: the Member must present a copy of the national health certificate for each member of the family.

4.1.1. "TELETRANSMISSION" WITH THE HEALTH AUTHORITIES CPAM, RAM AND MSA
The statements of reimbursements for the Insured Persons covered by the mandatory health scheme may be transmitted in the form of computer image files to the Association directly by the health authority, so that the insurer does not have to send by post the details of the reimbursement to the Association. In this case, a statement of the type "… transmitted by your health authorities to your supplemental health insurer…" must appear on your statement.

The Insured Person may at any time, upon written request to the Association, terminate these transmissions.

4.1.2. "TIERS PAYANT" SANTÉ (THIRD PARTY HEALTH CARE PAYMENT)
This allows the Insured Party not to have to make advance payment for the costs to the care providers. It operates upon simple presentation of the Attestation de Tiers Payant Santé (ATPS) (Third Party Payment Certificate), provided that the health care costs are covered by the third party payer and that the health care professional also accepts the third party payment along with the mandatory scheme and that the guarantee provides at the least for the nominal cost (excluding pharmacy costs if stated specifically on the certificate).

4.2. "PRISE EN CHARGE" (COVERAGE)
The Insured Person may benefit from direct coverage by the Association, at the request of the Insured Person or at the request of the professional in question, within the limits set in the table of services, for all of the following:
• Hospitalisation: Costs of hospital stay within the limit of 100% of the reimbursement basis. Fixed daily rate and private room (the reimbursement for hospitalisation is only valid for medical or surgical treatment in public hospitals or accredited clinics).
• Dental: Prostheses and orthodontics accepted by the mandatory health scheme.
• Optical: Lenses, frames and contact lenses accepted or refused by the mandatory health scheme.
• Excluding hospitalisation: Orthopaedics costs, braces and non-dental prostheses.

ARTICLE 5 - REIMBURSEMENT CONDITIONS
If the Insured Person benefits from teletransmission (see Article 4.1.1), his/her reimbursements are made automatically, with the exception of hospital stays. In the absence of teletransmission, as well as in the case of hospitalisation, he/she must send to us:
• within 3 months following the reimbursement by the mandatory health scheme:
  - The statements issued by the mandatory health scheme,
  - The detailed fee notes and invoices paid.
• within 3 months following the event:
  - In order to obtain EXONERATION (OR REIMBURSEMENT) OF THE PREMIUM following an accident leading to hospitalisation for a period equal to or greater than 9 consecutive nights:
    • a request for exoneration,
    • a statement from the hospital showing the date of entry and date of leaving the hospital
    • a medical certificate stating the accident with the date of the accident which resulted in hospitalisation, the background and the initial cause of the accident stating clearly "caused by a third party", if such is the case.

All of these documents must be sent to the management centre for the Association to the attention of the advising doctor.

ARTICLE 6 - PREMIUMS

6.1. PREMIUM CHARGES
The amount of the premium is stated on the membership application form. It is calculated on the basis of:
• the level of guarantee chosen,
• the age of the Insured Person at the time of adherence,
• the family situation.

6.2 CHANGES TO THE PREMIUMS
The premiums change:
• on 1 January of each calendar year:
  - depending on the age of each Insured Person, the calculation of age is made by the difference as from the birth year,
  - as a result of an increase in the indexes of increases in medical services published by the Caisse Nationale de l'Assurance Maladie des Travailleurs Salariés (National Health Service for Employees) in order to take into account the change in charges and costs for health care,
  - as a result of a change in the technical results noted for a guarantee category or for a group of adherents. This change may, in particular, result in an increase of reimbursements, over the same period, which is greater than the indexes cited above.

• on 1 January of each calendar year or possibly during a year as a result of a tax, legislative or regulatory change which affects or modifies the reimbursements for social security insurance and mandatory regimes.

6.3. TERMS FOR THE PAYMENT OF PREMIUMS

The premiums are payable in advance by calendar year to the head office of the Association; payment may be made on a monthly basis, or quarterly or by half-year (the membership fees are included in the monthly rate in the amount of €1.22 per person).
In the case of subscription during the year, the premium is calculated on the basis of the number of months remaining until the payment date, including the month in progress. Any month which has commenced is payable in full. The benefit of the guarantees is subject to the payment of all of the premiums.

6.4. CONSEQUENCES OF NON PAYMENT

In the case of a late and/or partial payment of the premium, the payments will be attributed to the oldest unpaid payment date. Taxes and charges will remain the responsibility of the Adherent. If the premium or a portion of the premium is not paid within 10 days following the due date, the Association may (independently of its right to seek performance of the contract in court):
• send a formal notice to the last known residence of the Adherent by registered letter,
• suspend the guarantee 30 days after sending this letter,
• terminate the membership 10 days after the expiration of this period of 30 days (Article L. 113.3 of the Insurance Code).
The suspension or termination of the guarantee as a result of non-payment of the premium does not release the Adherent from the obligation to pay the entire premium provided for by the contract for the entire guarantee period in progress. In particular, in the case of a failure to pay a portion of the yearly premium, it is the entire amount of this premium that is owed to the Association. The Adherent shall be responsible for all costs for procedures and recovery.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

7.1. BNC (Non-commercial earnings) & BIC (Earnings from industry and commerce)

The premiums paid in connection with the guarantees cited in this information notice by non-salaried, non-farming workers, shall benefit from the tax provisions of the Law No. 94.0126 of 11 February 1994 and its application decree No. 94.775 of 5 September 1994 (the Madelin Law), provided that:
• the contract is "Responsible",
• the earnings are declared in connection with a BNC or BIC status,
• the limits of tax deductibility are observed (Article 154 bis of the General Tax Code).

ARTICLE 8 – TERMINATION OF THE MEMBERSHIP

The Adherent may terminate his/her membership under the contract and with the Association by registered letter with advance notice of two months preceding the end of the first year of insurance and for the following years with advance notice of two months preceding the principal renewal (1 January).
The Adherent may also terminate his/her membership in the following cases:
• when regulations change the contractual conditions or the scope of the Association's commitments: in this case, as of the application or these new regulations, or at the latest upon the next principal renewal following the application of these regulations, the Association is required to change the terms for adherence in order to adapt to the new situation.
In the case of disagreement, the Adherent has the right to terminate his/her membership by sending a registered letter to the Association within fifteen days following the date on which he/she learned of these changes. The termination will come into effect 30 days after sending the registered letter.
• in the event of a change of residence, family situation, marital regime, or profession, or in the event of professional retirement or cessation of professional activity, if the guarantees of the contract are in direct relation with the previous situation and are not relevant to the new situation. The termination by be requested by registered letter with proof of delivery within 3 months following the event and shall take effect one month after notification.
In the event of the death of the Adherent, the membership will be automatically terminated. If there are other Insured Persons, the contract shall remain valid until the next premium is due, after which it will be adapted.

ARTICLE 9 – RENUNCIATION

In the event of adherence by solicitation: the following provisions of Article L. 112.9.1 of the Insurance Code shall apply:
"Any individual who is subject to solicitation at his/her domicile, residence or place of work, even and his/her request, and who signs in this connection an insurance proposal or a contract for these purposes which is not relevant to his/her commercial or professional activity has the right to waive this by registered letter with proof of delivery during a period of fourteen calendar days following the date on which the contract was concluded, without the need to provide justification or to bear any penalties. (…) Once he/she is aware of an insured event activating the guarantee of the contract, the subscriber may no longer exercise this right of renunciation.
In the event of a renunciation, the subscriber may be required only to make any payment of the portion of the premium or contribution corresponding to the period during which the risk was covered and this period is calculated up to the date of the termination. (…) However, the entirety of the premium shall remain owed to the insurance company if the subscriber exercises his/her right of renunciation when an insured event which activates the guarantee of the contract and of which he/she was not aware takes place during the waiver period."

The Adherent may thus renounce his/her adherence during a period of 14 calendar days following the date on which the contract was concluded (namely, the date on which he/she received the certificate of membership).

In the case of adherence by remote means: according to Article L. 112-2-1 of the Insurance Code, **the Adherent may waive his/her adherence within a period of 14 calendar days. The period commences either on the date when the Adherent received his/her certificate of membership, or on the date when he/she received the information notice in accordance with Article L. 121-20-11 of the Consumer Code, if this date is after the date when he/she received the certificate of membership.**
If the Adherent has requested that the contract commence before the expiration of the period for renunciation, he/she must pay for the portion of the premium which corresponds to the period during which the risk was covered at his/her request.

The right of renunciation does not apply particularly to contracts that have been executed by both parties at the express request of the Adherent before the Adherent has exercised his/her right of renunciation.

In all cases, the exercise of the right of renunciation shall cause the termination of the contract, cancelling all of the guarantees as from the date of receipt of the letter of renunciation.

This right of renunciation may be exercised by registered letter with proof of delivery no later than within the period of 14 days indicated above and addressed to ASAF & AFPS/GIEPS - 2791 chemin de Saint-Bernard - Porte 19 - CS 80243 - 06227 VALLAURIS CEDEX.
It may be prepared according to the model letter included below:
"I, the undersigned, [full name, address], declare that I renounce my adherence to BRITISH HEALTH WAYS 2 No. ____ concluded with the firm SOFICAS - 4 rue Francis Martin - 33000 BORDEAUX, dated _____ and for which I have paid €_____. This renunciation shall cause reimbursement of the amounts paid, subject to the services which may have been paid during this period, within 30 days following receipt of this registered letter.
Executed at_____, on _____, Signature of the Adherent."

ARTICLE 10 - EXPERT REPORTS AND SUPPORTING DOCUMENTS

The Association may, at its request and for the use of its Advising Doctor, have carried out any verifications or expert proceedings that it considers necessary as well as to have transmitted to it the documents and reports, whether medical or not, which are necessary to process the dossier.

ARTICLE 11 - SUBSTITUTION

In the event of an accident caused by a third party, the declaration must be sent directly to the Association. After the reimbursement of medical costs in accordance with the conditions set out in the table of services, the Insurer will recover the payments made to the Insured by taking action against the third party responsible for the accident in accordance with Article L. 121-12 of the Insurance Code.

ARTICLE 12 – TIME LIMITS

In accordance with Article L. 114-1 of the Insurance Code, *"All actions deriving from an insurance contract are subject to time limitations of two years following the date of the event in question However that period is only valid:*
1° In the event of withholding information, omissions, false or incorrect declarations concerning the risk incurred, as from the date when the insurer became aware thereof.
2° In the event of an insured event, as from the date when the interested parties became aware thereof, if it is proven that they were unaware before then.

When the insured party's action against the insurer concerns a claim by a third party, the period for the time limit only begins running on the date when this third party brought a court action against the insured party or when the third party was compensated by the insured party.
The time limitation is increased to ten years for life insurance contracts when the beneficiary is a different person from the subscriber and, in insurance contracts covering accidents affecting persons, when the beneficiaries are the heirs of the deceased insured person.
For life insurance contracts, notwithstanding the provisions in paragraph 2, the actions of the beneficiary are time barred at the latest thirty years following the death of the insured party."

In accordance with Article L. 114-2 of the Insurance Code, *"the time limitation is suspended by any of the standard causes for suspension of time limitations and by the appointment of experts following an insured event. The suspension of the time limitation may, moreover, be the result of the insurer sending a registered letter with proof of delivery to the insured party concerning the payment of the premium and by the insured party sending a registered letter with proof of delivery to the insurer concerning the payment of the compensation."*

In accordance with Article L. 114-3 of the Insurance Code, *"by exemption to Article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, modify the duration of the time limitation or add clauses which suspend or interrupt the time limitation."*

ARTICLE 13 - COMPUTER INFORMATION AND LIBERTIES

Information concerning you will be subject to computerised processing subject to the provisions of the Law on Computer Information and Liberties of 6 January 1978, as amended.
The Association is the party responsible for processing the information intended for the subscription, management and performance of the insurance contract.
This information may be transmitted, on the one hand, to the insurers and their employees located both in France and in Morocco or India (on the basis of an authorisation by the CNIL) and, on the other hand, to the intermediaries, reinsurers, authorised professional organisations and subcontractors to the extent this transmission is necessary for the management and performance of the contract. You have a right of access and rectification with regard to the information concerning you which you may exercise at any time by contacting: ASAF & AFPS/GIEPS - Correspondant CNIL - 2791 chemin de Saint-Bernard - Porte 19 - CS 80243 - 06227 VALLAURIS CEDEX.

ARTICLE 14 - COMPLAINTS

For any difficulties, we ask you to contact immediately your usual contact person at the following address: ASAF & AFPS - 2791 chemin de Saint-Bernard - Porte 19 - CS 80243 - 06227 VALLAURIS CEDEX. He or she is at your disposal to respond to your requests for information and to process any possible complaints.
If a lack of understanding continues after contacting your customer representative, you may contact the Client Relations Department of the insurer by writing to the following address: AXA France - Direction Relations Clientèle - 313, Terrasses de l'Arche - 92727 Nanterre Cedex.
Your situation will be examined with the greatest care and a response will be sent to you as soon as possible.
If no solution is found, you may then call on the Mediator of the FFSA, an independent entity, by requesting an examination. This examination is free of charge. The Client Relations Service will provide you with the Mediator's address.
The Mediator will provide an opinion within 3 months after receiving the complete application. The Mediator's opinion is not mandatory and will allow you to bring the matter before the appropriate court.

Assistance Guarantees

ARTICLE 1 – PURPOSE

This information notice summarises the general conditions of the assistance agreements bearing the number 5000097*00 subscribed by the Association AFPS (Action Familiale de Prévoyance Sociale) and number 5000096*00 by the Association ASAF (Association Santé et Action Familiale) for their subscribers with AXA ASSISTANCE France, a limited liability company with a share capital of 26,840,000 euros - registration number 311 338 339 RCS Nanterre – a company governed by the Insurance Code and with its registered office located at: Le Carat, 6 rue André Gide - 92320 Châtillon.
Its purpose is to guarantee assistance services for its members and their insured family members named on the certificate of membership.

ARTICLE 2 – DEFINITIONS

2.01 – SUBSCRIBER: ASAF & AFPS - 2740 chemin de Saint-Bernard Porte 14 - 06220 VALLAURIS

2.02 – BENEFICIARIES: The Member of the Association who is a head of family and who subscribes to the health insurance contract, and his/her legal or defacto spouse or any person connected with the beneficiary by a PACS. Their unmarried children up to the ages of 25 years living at the domicile of the subscriber and who are tax dependent. Their ascendants living at the domicile of the subscriber. These beneficiaries are guarantee so long as they are designated on the certificate of adherence to the **BRITISH HEALTH WAYS 2** contract issued by the Association.

2.03 TERRITORIALITY: The guarantees are effective in France, Andorra, Monaco, the Overseas Departments and the Overseas Territories.

2.04 – FRANCE: Metropolitan France, including Corsica.

2.05 – DOMICILE: The principal and usual place of residence of the beneficiary as stated on his income tax declaration or any other official document.

2.06 – ILLNESS: Sudden and unexpected changes in health of the beneficiary as witnessed by a competent medical authority.

2.07 – ACCIDENT: A sudden change in the health of the beneficiary which is caused by a sudden, unpredictable and violent external event that is independent of the will of the victim.

2.08 SERIOUS BODILY HARM: An accident to the body or an unforeseeable illness which, in a short time, risks causing a significant aggravation of the condition of the beneficiary if appropriate care is not provided rapidly.

2.09 – HOSPITALISATION: An unplanned stay in a public or private establishment which is prescribed for medical or surgical treatment following serious bodily harm.

2.10 – IMMOBILISATION AT HOME: The obligation to remain at the domicile as the result of serious bodily harm and upon the instructions of a physician.

2.11 – MEDICAL AUTHORITY: Any person who holds of a valid diploma in medicine or surgery in the country where the beneficiary is located.

2.12 – MEDICAL EQUIPMENT: A structure adapted to each individual case and defined by the regulating physician of AXA Assistance.

2.13 – FRIEND OR RELATIVE: Any person designated by the beneficiary or any of his/her successors and who are domiciled in the same country as the beneficiary.

2.14 – DOMESTIC ANIMALS: Family pets (dogs and cats only) usually living at the domicile of the beneficiary and in his/her care, and for which the vaccinations are up to date in accordance with regulations in force.

2.15 – DEDUCTIBLE: The portion of the damages for which the beneficiary bears the costs.

2.16 – GENERATING EVENT: Illness, accident.

ARTICLE 3 - DEFINITIONS OF ASSISTANCE BENEFITS

3.01 – CUSTODY OF CHILDREN: In the event of hospitalisation of the beneficiary for more than 5 days and if no one can take custody of the beneficiary children who are less than 15 years of age, as from the first day of the event AXA Assistance shall organise and take responsibility for:
- either bringing a close relative to the domicile of the beneficiary,
- or taking the children to the domicile of a close relative,
- or the custody of the children by qualified personnel at the domicile of the beneficiary, for a maximum of 40 hours with 5 days following the date of the event with a minimum of 2 consecutive hours.

This person, depending on the age of the children, will also ensure they accompanied to school. In no event shall this custody exceed the duration of the hospitalisation or immobilisation.
AXA Assistance shall take responsibility for the round trip air transport in economy class or by train in 1st class and, depending on the circumstances, the costs of accompanying the children to a close relative by qualified personnel.

AXA Assistance only acts at the request of the parents and cannot be held responsible for events that may occur during the travel or during the custody of the children.
This guarantee is limited to one intervention per calendar year.
Beyond that one intervention per calendar year, AXA Assistance can communicate the coordinates of qualified personnel to the beneficiary. The cost of the qualified personnel remains the responsibility of the beneficiary.

3.02 – CUSTODY OF SICK CHILDREN: When the treating physician considers that the health of a beneficiary child aged less than 15 years requires medically prescribed immobilisation for more than 8 consecutive days, and no one can provide custody for this child, as from the first day of the incident, AXA Assistance shall organise and take responsibility for:

- either the transportation of a close relative to the domicile of the beneficiary by providing round-trip air travel in economy class or by train in 1st class,
- or the custody by qualified personnel at the domicile of the beneficiary for a maximum of 40 hours over the 10 days following the event with a minimum of 2 consecutive hours.

AXA Assistance only acts at the request of the parents and cannot be held responsible for events that may occur during the travel or during the custody of the children.
This guarantee is limited to one intervention per calendar year.
Beyond that one intervention per calendar year, AXA Assistance can communicate the coordinates of qualified personnel to the beneficiary. The cost of the qualified personnel remains the responsibility of the beneficiary.

3.03 – SCHOOLING ASSISTANCE: When the treating physician considers that the health of the beneficiary child requires immobilisation at the domicile and this obligation causes absence from school for more than 15 consecutive days, AXA Assistance shall find and take responsibility for one or more tutors.
The support is intended for children who are schooled in FRANCE, in a French educational establishment for classes from last level primary to completion.
The tutor(s) shall provide courses for the child in the principal subjects: French, maths, history, geography, physics, biology, foreign languages.
The fees for the tutor(s) are covered for all of the subjects up to a maximum of 5 hours per week for primary education and 10 hours per week for secondary schooling.
These courses are provided as from the 16th day of the child's immobilisation at the domicile for a maximum of 2 months, excluding holidays and school vacations.

This guarantee is limited to one intervention per calendar year.
Beyond that one intervention per calendar year, AXA Assistance can communicate the coordinates of qualified personnel to the beneficiary. The cost of the qualified personnel remains the responsibility of the beneficiary.

3.04 – HOME HELP: At the request of the beneficiary, AXA Assistance shall find and take responsibility for the services of a home helper at the domicile either during the period of immobilisation or hospitalisation of more than 8 days, or upon his/her return to the domicile.
It shall also take responsibility for the performance of daily tasks.
AXA Assistance shall take responsibility for a maximum of 30 hours during the 15 days following the date of the event, with a minimum of 2 consecutive hours.

The beneficiary must make his/her request within 8 days following the date of the event.
The medical teams of the assistance service is solely authorised to set the duration of presence of the home helper after a medical assessment.
This guarantee is limited to one intervention per calendar year.

Beyond that one intervention per calendar year, AXA Assistance can communicate the coordinates of qualified personnel to the beneficiary. The cost of the qualified personnel remains the responsibility of the beneficiary.

3.05 – CUSTODY AND TRANSFER OF DOMESTIC ANIMALS (dogs and cats only) : In the event of hospitalisation for more than 8 days and if the domestic animals cannot benefit from their usual custody, AXA Assistance shall organise and take responsibility, within a radius of 50 km, from the domicile of the beneficiary:

- either for the transfer and the custody of the animals (maximum 2) to the shelter closest to the domicile. The costs for the shelter are covered up to € 229 per event and for all of the animals.
- or the transfer of the animals (maximum 2) to the domicile of a friend or relative.

ARTICLE 4 – EXCLUSIONS

The following are excluded and may not give rise to any intervention by AXA Assistance, nor be subject to any compensation for any reason whatsoever:

- **any interventions and/or reimbursements related to medical assessments, check-ups, preventative tests, regular treatments or analyses and, in general, any intervention or coverage which has a repetitive or regular character,**
- **pregnancy, unless unexpected complications occur,**
- **voluntary terminations of pregnancy,**
- **suicide attempts and their consequences,**
- **rejuvenation cures, weight-loss cures or any cosmetic treatments,**
- **medical costs,**
- **Spas, stays in rest homes and physiotherapy costs.**

4.01 EXCLUSIONS FOR ALL GUARANTEES

The following are excluded and may not give rise to any intervention by AXA Assistance, nor be subject to any compensation for any reason whatsoever:

- **consequences resulting from the abuse of alcohol (alcohol rates found to be higher than the rate set by applicable regulations) the use or taking of medications or drugs which are not medically prescribed,**
- **damage caused by the intentional or wilful misconduct of the recipient,**
- **participating in competitive sport or a rally,**
- **the consequences of a voluntary disregard for regulations of the country visited or the practice of activities not authorised by local authorities**
- **the consequence of the professional practice of any sport, defence or combat,**
- **the consequences of participating in competitions or endurance or speed tests and their preliminary trials, on board any machine for ground, nautical or aerial locomotion,**
- **the consequences of failing to observe recognised safety rules connected with the practice of any sporting or recreational activity,**
- **the consequences of the explosion of equipment and nuclear radioactive effects,**
- **the consequences of civil war or foreign war, uprisings, strikes, piracy, official prohibitions, seizures or restrictions by public forces,**
- **the consequences of climatic events such as storms or hurricanes.**

ARTICLE 5 – CONDITIONS RESTRICTING APPLICATION

5.01 – LIMITATION OF RESPONSIBILITY: AXA Assistance may not be held liable for any damages of a professional or commercial character suffered by a beneficiary as the result of an event which requires the intervention of the assistance services.
AXA Assistance may not be substituted for the local or national emergency search and rescue organisations and shall not take responsibility for costs incurred as a result of their intervention, unless contractually stipulated to the contrary.

5.02 - EXCEPTIONAL CIRCUMSTANCES: AXA Assistance may not be held responsible for delays or failures in the performance of the assistance guarantees resulting from this contract in the event of strikes, uprisings, civil movements, reprisals, restrictions on free movement, sabotage, terrorism, foreign or civil war, the release of heat, radiation or blow effect resulting from atomic fission or fusion, radioactivity, or other fortuitous events or force majeure.

ARTICLE 6 – GENERAL CONDITIONS OF APPLICATION

6.01 – VALIDITY OF THE GUARANTEES: The guarantees take effect as from the date of the subscriber's declaration and throughout the entire duration of the beneficiary's adherence, provided that the guarantees of this contract are attributed to the subscriber.
6.02 – ACTIVATION OF THE GUARANTEES: Only the services organised by or agreed by AXA Assistance are covered. AXA Assistance intervenes in accordance with national and international laws and regulations. In case of an event requiring the intervention of AXA Assistance, the request must be made directly.

BY PHONE: 01 55 92 25 99
BY FAX: 01 55 92 40 50
BY TELEGRAM: «AXA ASSISTANCE FRANCE»
Le Carat - 6 rue André Gide
92320 CHÂTILLON

6.03 – PROCEDURE FOR DECLARING AN INSURED EVENT: Subject to loss of rights except in the case of exceptional circumstances or force majeure, the beneficiary must inform AXA Assistance and declare the insured event, together with all supporting documents.
This must be sent to: AXA Assistance, Service Gestion des Sinistres - 6 rue André Gide - 92320 Châtillon.
Any declaration which does not conform to the provisions set out in the guarantees of assistance will be rejected and cancel any right to reimbursement.
The reimbursement is made upon presentation of the original invoices delivered by organisations approved and recognised locally.
The reimbursement is made exclusively to the beneficiary or his successors after AXA Assistance receives his/her complete documentation.
AXA Assistance reserves the right, at its cost, to submit the beneficiary to a medical assessment, confidentially transmitted by registered letter with proof of delivery.

6.04 – PRIOR CONSENT: The organisation by the beneficiary or by his entourage of assistance services that are provided for by this contract shall not be subject to reimbursement without the prior consent of AXA Assistance.
This prior consent is recorded by the communication of a file number to the beneficiary or to any person acting on his/her behalf.

6.05 – RELEASE FROM GUARANTEES: The beneficiary's failure to observe his/her obligations with regard to AXA Assistance during the contract shall cause the loss of the rights provided for under this contract.

ARTICLE 7 – LEGAL FRAMEWORK

7.01 – LAW ON COMPUTER INFORMATION AND LIBERTIES: In connection with the quality control of the services rendered, the telephone conversations between the beneficiaries and the services of AXA Assistance may be recorded.
In accordance with Articles 32 and following of the Law No. 78-17 of 6 January 1978, as amended, with regard to computer information, computer files and liberties, the beneficiary is hereby informed that the personal data which will be collected at the time of his/her call are essential in order to carry out the assistance services defined in these general conditions.
A failure to respond shall cause a loss of rights to the guarantees provided for by the contract.
This information is intended for internal use by AXA Assistance and well as by the persons who are required to act and who are responsible for the conclusion, management and performance of the contract, within the limits of their respective authorisations.
Consequently the data may be subject to transfer to the country in which the beneficiary is located at the time of his/her request.
The beneficiary has a right of access and rectification with regard to the data concerning him/her, which he/she may exercise by addressing the Legal Service of AXA Assistance - 6 rue André Gide - 92321 Châtillon Cedex.

7.02- SUBROGATION: AXA Assistance is subrogated in the rights and actions any individual or legal entity who benefits from all or part of the insurance guarantees and/or assistance appearing in this contract, with regard to any third party responsible for the event which caused its intervention, up to the amount of the costs incurred by it in executing this contract.

7.03 – TIME LIMITATIONS: In accordance with the provisions set out by Article L 114-1 of the Insurance Code, any actions deriving from an insurance contract are time barred two years following the activating event. However this period is only valid:

1. in the case of withholding or omission of information, false or inaccurate declaration concerning the risk incurred as of the date when the insurer learns of this,
2. in the event of an insured event, as of the date when the interested parties became aware of this, if they can prove that they were unaware before then.
When the insured party's action against the insurer concerns a claim by a third party, the period for the time limit only begins running on the date when this third party brought a court action against the insured party or when the third party was compensated by the insured party.
The time limitation is increased to ten years in insurance contracts covering accidents harming persons when the beneficiaries are the successors of the deceased insured party. In accordance with Article L 114-2 of the Insurance Code, the time limitation is suspended by one of the ordinary causes for suspension of the statute of limitations:
• any court action, even in summary proceedings, and any act of enforcement;
• any acknowledgement by the insurer of the insured party's right to guarantee, any acknowledgement of the insured party's debt to the insurer.
It is also suspended:
• by the appointment of experts as a result of an insured event;
• by the sending of a registered letter with proof of delivery by:
- the insurer to the insured party with regard to an action for payment of the premium,
- the insured party to the insurer regarding the payment of compensation.
In accordance with Article L. 114-3 of the Insurance Code, the parties to an insurance contract may not, even by mutual agreement, modify the duration of the time limitation or add clauses which suspend or interrupt the time limitation.

7.04 – SETTLEMENT OF DISPUTES: Any dispute relating to this contract which has not been amicably settled by the parties shall be brought before the appropriate court.

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Association Santé et Action Familiale - Association under the Law of 1901 – Official Journal of 05/01/74 - Siret 307 513 259 00035 – Orias No.: 11 059 106 (www.orias.fr) - **Action Familiale de Prévoyance Sociale** - Association under the Law of 1901 – Official Journal du 27/06/70 - Siret 782 472 641 00037 – Orias No.: 11 059 104 (www.orias.fr) – Registered office: 2740 chemin de Saint-Bernard - Porte 14 - 06220 VALLAURIS – **AXA France Vie** – limited liability company with a share capital of 487,725,073.50 euros - 310 499 959 R.C.S. NANTERRE - Exclusive agent for the operations of the bank AXA Banque – Orias No.: 13005764 (www.orias.fr) - **AXA Assurances Vie Mutuelle** - mutual life insurance company with fixed capitalization contributions Siren 353 457 245 – Registered office: 313, Terrasses de l'Arche - 92727 NANTERRE Cedex – **AXA Assistance France** – a limited liability company with a share capital of 23,840,020 euros 311 338 339 RCS NANTERRE – Registered office: 6, rue André Gide 92320 Châtillon – Enterprises governed by the Insurance Code