



INSURER/MEMBER REGULATIONS

Pursuant to Article 5 of the By-Laws, these Insurer/Member Regulations define the content and duration of the commitments existing between each participating or honorary member and SMENO with regards to services and premiums.

CHAPTER I: MEMBER AND COVERAGE CATEGORIES

Article 1: Covered Beneficiaries

In addition to “Member Categories”, as set forth in Article 7 of the By-Laws, the following are considered “covered beneficiaries”:

- minor children if both parents are SMENO members;
- minor underage children if one of the parents is a SMENO member and can prove s/he is a single parent, the other parent being deceased, missing, unknown, divorced or separated.

The member’s minor children enjoy the same coverage as members.

The member’s minor children are covered through payment of a premium identical to that of the primary member, based on the rate which corresponds to the first age group.
There are no premiums from the third child on.

There is no premium for minor beneficiaries in the following cases:

- both parents are SMENO members and students under the age of 28;
- one parent is a SMENO member and a student under the age of 28 who can prove s/he is a single parent, the other parent being deceased, missing, unknown, divorced or separated.

Exceptions will be reviewed by the Chairperson, who will inform the Board of Directors thereof.

Article 2: Policy Coverage and Benefits

Five different coverages are available for individual membership:

- **“La Perf” - ^{mut}M – ^{mut}L – ^{mut}XL Policy**

For the ^{mut}L and ^{mut}XL policies, members may improve benefits by signing up for extra "optical-dental" and/or "hospitalisation" coverage, which affords them reimbursements of certain medical procedures not reimbursed by French Social Security, within the annual limit.

With the “La Perf” policy, at the time of enrolment, members may opt to sign up for extra "Hospitalisation" coverage - the **"Pack Santé"** offers access to flat-rate health packages.

Nine coverages are managed:

- Policy L – Policy XL
- ^{mut}M – ^{mut}L – ^{mut}XL policies purchased before 1 October 2015, with an effective date before 1 October 2015.
- ^{mut}M policy with extra "optical-dental" and/or "hospitalisation" coverage
- Eco Coverage, 100% Coverage and 130% Coverage levels



CHAPTER II: MEMBER OBLIGATIONS WITH REGARDS TO SMENO

Article 3: Premiums

Honorary Members pay annual dues, the amount of which is set by the Board of Directors.

Except for the special cases defined in Article 5 of these Insurer/Member Regulations, participating members commit to paying a non-refundable, fractionable annual premium which is allocated to covering services insured directly by SMENO.

The premium is determined annually by the General Assembly at the suggestion of the Board of Directors; the General Assembly may delegate this competence to the Board of Directors, provided that this delegation is confirmed annually.

Premiums are individual or family-based. They may be paid by monthly direct debit in accordance with bank or postal account contracts, with the exception of the "Pack Santé" policy premium which must be paid in full. It is payable in advance.

Rates may be modified effective every 1 October, in accordance with an earlier decision of the General Assembly.

In the event of a rate increase, it may only happen once a year.

SMENO coverage is offered for sale and calculated according to a progressive rate based on the Participating Member's age group. Notwithstanding, a member under the age of 28 who can prove s/he is a student at enrolment, or upon tacit renewal for the following year, enjoys a base rate equal to the first age group.

A student between the ages of 25 and 28 must prove his or her status no later than the end of the month following enrolment in order to benefit from the rate for the under-25 age group. To do so, s/he must provide SMENO with documentation of student status (student ID, payment of registration fees).

This can be done either:

- in a SMENO agency (consult the list at Smeno.com)
- by post: SMENO - Centre de Gestion - CS 90027 - 59040 Lille Cedex, France
- by e-mail via the contact form.

Premiums for students who do not provide supporting documentation will be recalculated based on the member's age at the time of enrolment, with retroactive effect.

The age groups are as follows: under 25 years, 25 to 28 years, 29 to 34 years, 35 to 39 years, 40 to 44 years, 45 to 49 years, 50 to 59 years, 60 years and over.

For Eco, 100%, 130%, L Pro, and XL Pro policies, the age groups are as follows: under 18 years, 18 to 22 years, 23 to 24 years, 25 to 26 years, 27 to 28 years, 29 to 35,36 to 40 years, 41 to 45 years, 46 to 50 years, 51 to 55 years,56 to 60 years old, 61 to 65 years old, over 65 years.



When a member enters a new age group, the new premium rate applies from the first day of the month following the member's birthday.

Article 4: Non-Payment

Members must be up to date with their premiums for coverage and payment of benefits. In the absence of payment or if a fraction of the premium remains due, SMENO will initiate collection procedures, including different reminders and suspension of benefits. In the event of non-collection at the end of the procedure, this will lead to the ex officio cancellation of the supplementary health insurance coverage pursuant to Article L221-7 of the Mutual Insurance Code.

The non-terminated coverage shall resume the day after the member is up-to-date on his/her premiums, including any legal and collection costs based on a flat fee of €10.

Article 5: Membership

For "La Perf" - ^{Mut}M – ^{Mut}L – ^{Mut}XL policies, the term is a 12-month commitment. It is tacitly renewed on the policy anniversary date unless it is terminated, cancelled or excluded in accordance with the terms set forth in these Insurer/Member Regulations and in accordance with laws and regulations.

Premiums are annual; any month started is due in full. The effective date is set the day after enrolment at the earliest.

For the "Pack Santé" coverage, enrolment is payable as a one-time flat rate for 12-month coverage, with no tacit renewal. The effective date is set the day after enrolment.

Notwithstanding, special cases are permitted for the "La Perf" - ^{Mut}M – ^{Mut}L – ^{Mut}XL policies:

5a.1/ In the event the member enrolls in a mandatory company health plan, termination may occur at any time of the year where proof of this obligation is provided, and cancellation of the supplemental health insurance policy is effective the first day of the month following the request. When termination is finalised, SMENO may possibly refund the annual premium pro-rated for the number of months covered up to the termination date, even if the member used the services.

This also applies when a member is required to relocate overseas or is posted overseas or signs an employment contract with an employer with headquarters or a branch overseas.

5a.2/ A member who becomes eligible for the French government-funded CSS (Complémentaire Santé Solidaire) must provide SMENO with a certificate in order for the termination to be recorded. Termination takes effect on the day before the CSS effective date. When termination is finalised, SMENO will refund the annual premium pro-rated for the number of months covered up to the termination date, even if the member used the services.

5a.3/ Student members who have mistakenly signed up for a contract and have not received benefits, may terminate on the first day of the month following enrolment with proof of coverage on a parent's mutual insurance policy on the date of enrolment with SMENO. All requests must be in writing and sent by certified mail.



5a.4 / If over the course of a year, a member signs up for SMENO health insurance abroad for a minimum period of three months. SMENO will terminate the contract and proceed with reimbursement of premiums for the remaining months, upon written request by the member. Termination is effective on the first day of the month following the start of health coverage abroad. Upon termination of the health insurance policy abroad, the member may again sign up for coverage with SMENO.

5a.5 / In the event of death, termination will be made without notice. SMENO will refund the premiums to the beneficiary for the remaining whole months as stipulated on a certificate of heredity or similar. The beneficiary shall make him/herself known within six months of the certification of death to receive a refund of the premiums.

Concerning covered beneficiaries, coverage is maintained until the contract expiration date with no reimbursement of premiums.

5a.6/ In the event of a permanent departure abroad, as demonstrated through the documents cited in Article 6/, termination is possible during the academic year:

Termination will be effective the first day of the month following the departure date if the request is made at least two months prior to said departure date. If the request is made beyond this time limit, a two-month notice will apply.

SMENO will refund premiums for the remaining whole months.

Article 6: Supporting Documents to Be Provided by Certified Letter with Return Receipt

6a.1/ For all termination requests, which must be sent to SMENO by certified letter with return receipt, the member shall include the following supporting documents:

- the letter requesting termination
- the valid SMENO health insurance card

6a.2/ In addition, for specific cases cited in certain paragraphs of Article 5, the member must provide the following additional supporting documents:

- [Article 5a.1]: Proof of compulsory company insurance plan by the employer for the employee or an employment contract for an employer whose establishment or headquarters is overseas, or a certificate justifying the member's posting or transfer.
- [Article 5a.2]: CSS Attestation
- [Article 5a.3]: Photocopy of the parent's or spouse's certificate of mutual health insurance
- [Article 5a.5]: Death Certificate and certificate of heredity or similar
- [Article 5a.6]: Two documents which attest to the member's departure and residence abroad, from the following list: for students: the certificate of completion of studies with the educational institution; for non-students: copy of their visa or residency permit, inventory of fixtures for lodging, the proof of closing out a bank account, copy of their plane/train ticket.



CHAPTER III: SMENO's OBLIGATIONS TO ITS MEMBERS

SECTION I - SERVICES PROVIDED BY SMENO

Article 7: SMENO's Obligations

SMENO provides mutual health insurance benefits as a complement to the mandatory French social security health insurance fund. Payment of mutual insurance benefits is made by transfer to the member's bank or postal account.

The "Pack Santé" coverage provides access to the flat-rate health package within the limits of packages as defined annually by the Summary of Benefits and Coverage approved by the General Assembly.

Article 8: Scope of Benefits

Mutual insurance benefits can be combined with social security benefits, as well as with those provided by any other welfare contingency fund. Notwithstanding, total refunds cannot under any circumstances exceed the actual cost of the paid services.

Article 9: Risks Covered

The covered risks are defined annually in the Summary of Benefits and Coverage approved by the General Assembly. The contracts are solidarity-based as SMENO does not make any medical selection.

Article 10: Responsible Contracts

The SMENO Mut L and Mut XL are mutual coverages and are considered responsible contracts as set forth in Decree No. 2019-21 of 11 January 2019 relative to the contents of supplementary health insurance policies. They meet all the conditions set forth by the public authorities in their definition of "responsible contracts".

Consequently, they also meet the conditions set forth in Articles L871-1 and R. 871-2 of the French Social Security Code.

Article 11: Exclusions

The following are not covered:

- care provided outside the official healthcare pathway,
- care prior to the enrolment date,
- costs not covered by French Social Security, barring exceptions expressly mentioned in the detailed summary of coverage,
- cosmetic surgery,
- acts other than those covered by the French Social Security nomenclature or the common classification of medical acts, barring the exceptions expressly mentioned in the detailed summary of coverage,



- the flat-fee contribution, stipulated in Article L.322-2 II of the French Social Security Code, paid by participating members or their beneficiaries for each act or consultation by a medical professional, in private practices, in a health centre or establishment, excluding acts or consultations during hospitalisations, as well as for any medical biology acts,
- reimbursement of annual deductibles stipulated in Article L.322-2 III of the French Social Security Code, and coverage for acts or benefits for which participating members and/or their beneficiaries did not allow health professionals to consult their personal medical records.

Article 12: Benefit Rates

The benefit rates for the various coverage policies are defined in the Summary of Benefits and Coverage approved by the General Assembly.

Article 13: Services Covered by SMENO

Services are available in the SMENO brochure or on the smeno.com site

Article 14: Limitation Period

Benefits will only be paid if the claim is made within two years of the date of treatment as indicated on the French “feuille de soins” or invoice.

Article 15: Entitlement Conditions

SMENO membership is effective at the earliest on the first day following the date of enrolment, except in special cases defined by the Board of Directors.

For "La Perf" - MutM coverage, there is a one-month waiting period for hospitalisations calculated from the effective policy start date. During this period, any hospitalisation-related care is not covered.

However, this waiting period does not apply in the following cases:

- For children, if their enrolment occurs within the first three months of birth or adoption
- For any former beneficiary of a mutual health (CSS) plan who can present a Certificate of Cancellation of less than three months,
- For any beneficiary who can demonstrate enrolment in a SMENO contract over the previous year.

Article 16: Date of Treatment

Reimbursements for these acts, except in the case of flat-fee package plans, are subject to reimbursement by French Social Security.



- 1) Acts by prescribing practitioners (physicians, dentists, midwives): treatment date (acts); in the event of a series of acts, each date is taken into account
- 2) Acts by medical auxiliaries (nurses, physical therapists, orthopists, speech therapists, etc.): treatment date (acts)
- 3) Medication-accessories-dressings-optical-other supplies: date of execution (date of purchase)
- 4) Dental prostheses: treatment date (acts)
- 5) Fittings: date of purchase (subject to French Social Security reimbursement)
- 6) Medical analyses: date of execution
- 7) Transportation: execution date (travel date)
- 8) Hospitalisation: treatment date. The hospital stay is fully paid if the member has rights that cover the duration of the stay. Otherwise, costs for the stay may be partially covered, provided a detailed invoice of day-to-day services is submitted.
- 9) Hydrotherapy: therapy start date
- 10) Statements of accounts established by another French social security organisation: date of treatment that appears on the statement is taken into consideration. In the case of third-party payers, the member must provide the invoices established by the healthcare professionals in addition to the French Social Security statement of account
- 11) Package fees: date of execution, or the purchase date of the product, which gives right to the package

Article 17: Change in Coverage

Change in coverage is possible at the end of the 12-month term commitment.

During the reference year, changes in coverage or adding extra coverage is possible once per 12-month period.

The new coverage takes effect on the first day of the second month following the request.

I- Changes in coverage to a higher level of coverage or adding extra coverage is possible only if the coverage does not concern a package plan used during the period in question:

Annual premium paid in full: Coverage change is possible with payment of the difference between the premium for the months remaining until the contract expiration date.

Annual premium in monthly payments: Change in coverage is possible with an increase in the monthly premium payments for the months remaining until the contract expires.

II- Changes in coverage to a lower level of coverage or the termination of extra coverage is possible only if the coverage did not give rise to payment of benefits and/or use of a package plan during the period in question:

Annual premium paid in full: Refunds are made based on the difference between the premiums for the months remaining until the contract expires.

Annual premium in monthly payments: Change in coverage will be subject to reduced premiums for the months remaining until the contract expires.

Article 18: Mediation

The participating member may contact SMENO for any difficulty in applying or interpreting these Insurer/Member Regulations at the following address:

Mutuelle SMENO
Service Protection Clientèle
43, boulevard de la Liberté – - 59040 LILLE Cedex



Article 19: Solidarity and Mutual Assistance Fund

SMENO has established a solidarity and mutual assistance fund, the amount of which is determined annually by the General Assembly. The Solidarity and Mutual Assistance Commission whose composition is stipulated in the Internal Rules and Regulations will review all requests submitted to it. It takes into account the member's personal situation and the funds allocated to him/her by the General Assembly.

This is exceptional assistance which participating members may only call on in the following situations:

- 1- special allowance for re-registration where the member was unable sit tests or examinations for reasons beyond their control (incidental or accidental).
- 2- exceptional assistance where medical or paramedical expenses remain due by the member further to a specific illness, accident or medical treatment.

Article 20: Management of the French Government-Funded Complémentaire Santé Solidaire CSS

SMENO is authorised for the management of the French government-funded Complémentaire Santé Solidaire and complementary scheme.

Article 21: Care and Treatment Received Outside of France

Coverage is extended to healthcare costs and acts incurred abroad, within the European Union or in a country which has signed a bilateral agreement with France, provided that the French mandatory health insurance covers these costs and acts.

SMENO will pay any expenses not covered by the French Social Security system, in line with the coverage provided for in these Regulations, subject to receipt of the original French Social Security statement and detailed translated invoices for care and treatment received.

The optical package plan covers equipment purchased abroad, even if not covered by the mandatory French health insurance programme, provided that detailed translated invoices are provided.

SECTION II - SUBROGATION

Article 22: Subrogated Recourse

By law, SMENO may act as a substitute for members who are accident victims, in their legal actions against liable third parties, whether the third party's liability is full or shared. This subrogation shall be limited to the expenses incurred by SMENO, up to the share of compensation borne by the third party in reparation of the violation of the victim's physical integrity.

Any compensation for the victim's physical or moral suffering shall be excluded as well as aesthetic damages and loss of enjoyment of life, unless the benefits paid by SMENO cover such damages.

Moreover, in the event of an accident causing death, the share of compensation corresponding to the beneficiaries' pain and suffering shall remain fully in their hands, with the same reservation.



CHAPTER IV: INFORMATION PROVIDED TO MEMBERS

Article 23: Member Information

SMENO will make available to each of its members and at no charge, an up-to-date copy of the By-Laws, the Internal Rules and Regulations and the Insurer/Member Regulations.

Each member will be advised of SMENO's membership in or ties with any organisations and the obligations and rights resulting therefrom.