

ALL IN ONE SWISS SEJUDIES

mgen

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0 GENERAL INFORMATION

THE INSURER

The health and accident insurer is the Mutuelle Générale de l'Education Nationale (hereinafter MGEN IB) which has its headquarters based in 3 Square Max Hymans, 75015 Paris, France (N° Siren 775 685 399), authorised by l'Autorité de Contrôle Prudentiel et de Résolution (ACPR) [Prudential and Supervisory Authority] to operate in the areas of illness and accident insurance and assistance and insure all risks described in the CGPA (hereinafter insurer).

Within the current contract, the insurer will be represented by SOS Evasan SA (hereinafter EVASAN). As a result, EVASAN is authorised to receive on the insurer's behalf which insures all the risks described in the insurance CONDITIONS SPECIFIC TO "SWISS STUDIES ALL IN ONE" COVERAGE.

ASSITANCE COMPANY

The assistance company is VYV International Assistance (hereinafter VYV IA, passage de la corvette 3, 1700 La Rochelle, France) which provides all the services - assistance described in the insurance conditions "Swiss Studies All in one - Optima". The claim manager is VYV IA.

The insured will inform VYV IA from the first onset of the claim by calling the Alarm Centre which will handle the claim using its best efforts. Any call regarding a claim notification will be followed by a written notification by the insured to VYV IA within 5 days after the claim occurrence date.

INSURANCE CONTRACT ADMINISTRATION, CLAIMS HANDLING, ALARM CENTRE

The administrator of the insurance contract is SOS EVASAN (hereinafter Evasan), Route de L' Etraz 12c CP 5, CH-1267 Vich,] (Commercial Register N° CH-660-0168995).

EVASAN who will manage the duration of the contract, send contractual documents together with any contract modifications, renewals of the insurance contract as well as being the receiver of the insurance premiums payment in the name and on behalf of MGEN and VYV IA.

EVASAN can be contacted by the insured party for any administrative questions by phone

Tel.: + 41 (0)22 929 52 51 from 8:00AM to 17:00PM (Monday to Friday) or by

Email: info@healthmobility.eu

1 DEFINITIONS

1.1 PERSONS

1.1.1 WHO IS THE INSURER?

- 1. MGEN, insures all of the risks described in the General Conditions and Special Insurance Conditions (GCPA), with the exception of the assistance part which are insured by VYV IA.
- 2. The generic term 'insurer' describes MGEN and VYV IA, within the context of their respective activities.

1.1.2 WHO IS THE (INSURANCE) POLICYHOLDER?

- 1. The physical or moral person who takes out the insurance contract for his own use or on behalf of someone else, who as a result, is held accountable to pay the insurance premium.
- 2. In the event of taking out an insurance contract on behalf of someone else, only the insured party- with the exclusion of the policyholder- is a beneficiary and can make a claim. The commitments that the policyholder has made in regards to the third party does not oblige the parties in the present contract,

even if they had influenced the agreement of the contract. We reserve the right to impose possible express exemptions in the contract.

1.1.3 WHO IS THE INSURED PARTY?

- 1. The person who can benefit from the compensation from the insurer. Only people or groups of people who are designated beneficiaries on the insurance contract or the named list included are insured.
- 2. Foreign nationals or foreign groups, who are up to and including 36 years old, who wish to stay on the contractual territory for training or further training, such as students, schoolchildren and interns, or those who are participating in a non-lucrative activity for which the law provides the possibility of being exempt from having to insure themselves for basic mandatory health insurance.
- 3. In exceptional cases, provided that it is mentioned in the contract and a supplementary fee is paid, the insurer can insure people who are aged between 37 to (up to and including) 45 years old, under the condition that they are authorised to stay in the contractual territory for a year, and are there looking for work, as part of their studies, internships, refresher training or for other reasons, with the possibility of being exempt from having to insure themselves for basic mandatory health insurance.

1.1.4 WHAT IS A NEXT OF KIN?

Any person who is in direct relation with the insured party, not necessarily a parent.

1.1.5 WHAT IS A THRID PARTY?

- 1. Any person who is not in an employment relationship with the insurer and who is not related to the insured party and is not his partner, spouse or next of kin.
- 2. Any other person that the student is assigned to, who also looks after or has temporary or definitive responsibility over the person, such as teachers, instructors, educators, nursery school assistants, nannies, trainers and monitors (non-exhaustive list).

1.1.6 WHAT IS A FINANCIAL GUARANTOR?

The financial guarantor is the person who undertakes to intervene instead of the policyholder and or the insured, in the event of a default by the latter in order to cover the financial obligations arising in particular from this insurance contract.

1.2 CONTRACT AND INSURANCE DOCUMENTS

1.2.1 WHAT IS AN INSURANCE APPLICATION?

- The offer that the applicant submits to the insurer for the purpose of concluding an insurance contract. This offer is not worth as conclusion of the contract.
- 2. When the insurer makes the insurance application form available to the policyholder is a simple offer. The insurance application does not replace the insurance policy in any case.

1.2.2 WHAT IS AN INSURANCE CERTIFICATE?

- The insurance certificate is a declarative document that the insurer gives to the policyholder upon request, to allow him to complete administrative procedures requested by third parties, such as, enrolling at a school and getting an authorisation to temporarily stay on the contractual territory.
- 2. By this document, which is issued after the insurance premium has been paid, the insurer confirms the acceptance to conclude with the policyholder under the condition that all the essential elements of the contract are subsequently upheld.
- 3. A certificate does not replace the insurance policy. In case of refund of the premium or invalidation of the contract, the insurer reserves the right to inform any authorities and any third parties concerned.

1.2.3 WHAT IS AN INSURANCE CONTRACT?

- The reciprocal and concurring manifestation of the will of the policyholder and the insurer covering all the essential points of their relationship. All the declarations that the insurance policyholder, the insured party and their representatives document in the insurance application and in any other written document, as well as the medical reports provided by the insured party during the subscription, form the basis of the contract.
- 2. The essential elements of the contract, which are cumulative, are the following:
 - a) Reading and understanding the General Conditions and Special Insurance Conditions (CGPA);
 - b) Filling of the application form and any other related annexes;
 - c) Collection of the insurance premium by the insurer;
 - d) Acceptance from the insurer to conclude the contract with the policyholder;
 - e) Understanding of the language of the contract by the insured party;
- 3. The insurer reserves the right to reject an insurance application and reject to conclude the contract on the basis of medical criteria. They are not obliged to give a justification.

1.2.4 WHAT IS AN INSURANCE POLICY?

- 1. The document that confirms the existence of an insurance contract and states the rights and obligations of the parties involved.
- 2. If the content of the policy or the relative endorsements do not agree with the approved agreement, the policyholder must express this in writing, within 14 days of receiving the insurance policy, failing this, it will be considered that the content has been accepted.

1.3 TERRITORY, COVERAGE AND CLAIM

1.3.1 WHAT IS THE COUNTRY OF ORIGIN, THE DESTINATION, THE COUNTRY OF STAY AND THE TERRITORY?

- 1. In the framework of the present insurance conditions, the country of **origin** includes the state or the states in which the insured party or beneficiary:
 - a) has his legal home; and
 - b) has been living permanently before travelling to his destination; and
 - c) the state or states of his nationality.
- 2. The **destination** is the place where the insured party intends to go to during his travel.
- 3. The country of stay is the state in which the insured party is allowed to reside during a certain amount of time to carry out the following non-lucrative activities (studies, academic research, internships, student exchanges, etc...) permitted in the sense of paragraph 2 or 3 of the article. 1.1.3.
- 4. The territory is the geographical or political area, as defined by the contract, on which the contractual effects are deployed, and within which both the destination and the country of residence are located.

1.3.2 WHAT IS A GUARANTEE PERIOD?

- 1. The effective duration of the insured party's stay. Any insurance period must start and finish within the duration of the present insurance contract and the start date must feature on the insurance policy.
- 2. It cannot not exceed 90 consecutive days in the case of assistance services during the trips.

1.3.3 WHAT IS A CLAIM?

The harmful, unintentional event that occurred in the period and under the conditions set in the contract and which fulfils, within the legal and contractual limits, the obligation for the insurer to provide its services to the insured.

1.3.4 WHEN WILL THE CLAIM BE AVAILABLE FOR CARE GIVING?

- 1. The claim will be given in cases of medical necessity, to administer medical treatment to the insured party, following a sudden illness or accident.
- 2. The realization of the risk begins with the treatment and ends as soon as it emerges from the objective and rational analysis of the results of the indispensable medical examinations that the need for a treatment no longer exists.
- 3. If the treatment extends to treat an illness or follow treatment after an accident, which does not have a direct link to the original claim, a new claim must be filed.
- 4. Exams and necessary medical treatments for a pregnancy, birth, as well as medical screening exams which are carried out by law (targeted screening) are also recognised as claims.

1.3.5 WHAT IS AN ACCIDENT?

Any harmful, sudden, unforeseen or involuntary injury caused to the human body by an external and violent source which affects the physical integrity of the insured party and which could be objectively witnessed.

1.3.6 WHAT IS A SUDDEN ILLNESS?

Any non-intentional deterioration in the health state which requires consultation, treatment or medication, which is not the result of an accident and is not the manifestation of a pre-existing health condition.

1.3.7 WHAT IS A PRE-EXISTING HEALTH CONDITION?

Any alteration, affection, illness or physical or psychological infirmity which has objectively existed before the subscription date of the insurance contract and of whom the manifestation, consequences or complications need a treatment, consultation, medical exams or intervention during the duration of the insurance coverage as described in the article 4.

1.3.8 WHAT IS A WAITING PERIOD?

An initial waiting period time, starts at the same time as the effective coverage period, during which the insured party does not have right to certain insurance claims, outlined in his contract.

1.3.9 WHAT IS A DEDUCTIBLE, A FIXED PROPORTION?

- 1. **The Deductible:** is the amount determined by the contract which remains the responsibility for the insured party to pay in the event of a claim. This deductible can apply either per claim, per incident, per year (contractual year). See Table of Coverage.
- 2. The Fixed Proportion: only if it stipulates differently in the Table of Coverage, the insured party must cover the fixed proportion equal to 10% of the sum due to the insured party after deduction of the annual deductible. The fixed proportion will apply to each claim.

1.3.10 WHAT IS AN 'ALARM CENTRE'?

It is a telephone assistance and intervention service made of medical operators, technicians and insurance professionals that EVASAN supplies, (24h/24h, 365 days a year), for the insured party within the present contract. The insured party must formally contact the alarm centre in the event of an imminent or declared claim.

1.3.11 WHAT IS HOSPITALISATION?

- 1. When someone is admitted to a hospital establishment for a period of 24 hours or more and is receiving medical intervention.
- 2. By medical establishments, we mean hospital facilities (hospital or clinics) managed and directed by qualified professionals with the necessary recognised qualifications.
- 3. Health spas, nursing homes, medico-welfare establishments, and other institutions which are not for the treatment of people suffering from acute diseases, are not considered as hospitals.
- 4. By health spas, we mean thermal or spa treatment establishments which are officially recognised as well as convalescent homes managed or supervised by a doctor.

1.3.12 WHAT IS A PLACE OF STABILISATION?

The place where the insured person is transported to, following an incident, with a view of facilitating an evacuation or repatriation.

2 GENERAL ARRANGEMENTS

2.1 RELATIONSHIP BETWEEN ILLNESS INSURER AND ASSISTANCE INSURER

2.1.1 WHAT IS THE COVERAGE AND WHAT ARE THE LEGAL BASES?

- MGEN covers the illnesses and accidents as well as their direct economic consequences from a medical point of view. The coverage consists of compensation for the costs of curative treatment and other services as part of the basic mandatory insurance of treatment applicable on the territory covered, and in particular in the country of stay. The extent of the coverage is determined by the insurance policy, any possible future written contracts, the insurance conditions, as well as the legal arrangements in force.
- 2. VYV IA covers and provides assistance for travel and other events mentioned in the contract. The extent of VYV IA coverage is determined by the insurance policy, any possible future written contracts, the insurance conditions, as well as the applicable legal arrangements.
- 3. The general arrangements apply as well as the arrangements specific to each coverage.

2.1.2 CONTACT WITH THE INSURER

- 1. On behalf of MGEN, VYV IA assists the MGEN insured parties under the present contract and provides its alarm centre.
- 2. EVASAN will manage the insurance policies, the duration of the contract, emission of contractual documents together and any their possible modifications, renewals of the insurance contract as well as the reception of the insurance premiums payment in the name and on behalf of MGEN and VYV IA.

2.2 BASIC RULES APPLICABLE TO COVERAGE

2.2.1 MODIFICATION OF THE CONTRACT BY THE INSURANCE POLICYHOLDER

For any amendment to the contract, a new proposal must be submitted to the insurer, who will conduce another risk assessment.

2.2.2 CHANGING THE NAME AND ADDRESS/CONTACT ADDRESS

Notification of a change in name or address must be carried out by the insured party in writing and addressed to EVASAN within 30 days.



In the meantime, the last known address of the insurer is considered valid.

2.2.3 MOVING FROM GROUP INSURANCE TO INDIVIDUAL INSURANCE

The insured party who leaves a group contract or who must leave an insurance contract because of a group cancellation, can move to an individual contract if he continues to stay in the contractual territory. The insured party must let EVASAN know within 30 days. See chapter '0' above in the Contract Administration section.

He will be insured for the similar conditions as that of the group contract. The conditions covered by the group insurance are credited to that of the individual insurance. A reserve which is being processed in the group insurance will be maintained.

2.2.4 INSURED TERRITORY

- 1. Insurance conditions illness
 - a) The coverage extends to treatment dispensed on the territory of the member countries of the European Union (EU) and the European Free Trade Association (EFTA).
 - b) Insured parties who, during their stay in the insured territory, return to their country of origin for short-term holidays, are insured for emergency medical treatment and when a return to Switzerland is not appropriate. There is no emergency when an insured party travels abroad with the aim of following medical treatment. The illness insurance coverage in the present contract can only be acquired in the measure where the insured party does not have any other form of insurance protection or social or associative protection in the country of origin (art 1.3.1).
- 2. Insurance conditions assistance
 - a) Outside a radius of 0 km (incl.) as the crow flies, calculated from the address of stay (art. 1.3.1. al. 3), the insured party is, under the condition of paragraph 4, covered worldwide during his travel.
 - b) There is no emergency when an insured party travels abroad with the aim of following medical treatment.

With regard to health insurance and assistance coverage, entitlement to benefits expires as soon as the insured person enters the territory of a country excluded from the insurance coverage.

2.2.5 EFFECTIVE DATE OF COVERAGE

- The coverage takes effect the next day at 12:00 AM of the date outlined in the insurance policy, but in no case, before the insurance contract has been agreed - nor before the expiry of the waiting period (art 1.3.8). No compensation will be awarded to claims made before the effective date. Claims that occur after the contract has been agreed can be excluded from the insurance coverage, if they pre-date (pre-existence 1.3.7) of the effective date of the coverage or occur during the waiting period.
- 2. Regarding new born children, the illness insurance coverage takes effect without a waiting time, immediately at birth, provided that one of the parents subscribed to the illness insurance from the insurer for at least three months and that the insurance declaration intervenes retroactively to the first of the month of the birth and two months at the latest after it. The insurance coverage must not be higher or more comprehensive than that available to an insured parent. The new born child can only be added within the applicable pricing conditions which apply for new contracts.
- 3. Adoption is subject to the same conditions as a birth of a child under the condition that the adopted child is still a minor on the date of adoption. The insurer can request an extra premium which could be equal to the sum of a simple premium.
- 4. In any case, when the coverage takes effect, it is assumed that the insurance premium has already been paid.

2.2.6 RELUCTANCE

- If the applicant, when concluding the insurance contract, failed to declare or incorrectly declared an important fact that he knew or ought to know, the insurer is entitled to terminate the contract in writing within 4 weeks after it became aware of the reluctance.
- 2. In this case, the obligation for the insurer to offer assistance is removed also for claims which have already occurred when the fact, the object of the reluctance has influenced the occurrence or extent of the claim.

2.2.7 DOUBLE INSURANCE

- When the same interest is insured against the same risk, and for the same period of time, by more than
 one insurer, when the insured sums added together are greater than the value of the insurance, the
 policyholder must inform the insurer of this immediately and in writing.
- 2. If the insurance policyholder has intentionally not provided this information, or if they have agreed to double insurance with the intention of obtaining illegal profit, the insurer is automatically freed from any contractual obligation in this regard.

2.2.8 MAJOR INCREASE OF RISK

- A substantial increase in risk which hinges on an important fact for the risk assessment when the extent
 has been determined when the contract was agreed. Important are all facts likely to affect the
 determination of the insurer to conclude the contract or to conclude on the agreed terms (in particular:
 the state of health of the insured, the practice of risky activities, etc.).
- 2. If the insured party substantially increases the risk himself during the insurance period, the insurer will automatically stop being bound by the contract.
- 3. If the substantial increase in risk occurs independently from the insured party, the contract only automatically stops existing if the insured party does not declare the increase in risk. Such a declaration must be carried out by the insured party in writing and addressed to the insurer.

On reception of the written declaration from the insured party, the insurer reserves the right to terminate the contract in the 14 days following the reception of the declaration.

2.2.9 ECONOMIC ASPECTS OF THE COVERAGE

The benefits entered into the insurance conditions field must be effective, appropriate and economical. The effectiveness, adequate and economic nature of the action must be demonstrated through scientific methods.

The insurance provider must limit its assistance to the extent required by the interest of the insured party and the purpose of the treatment. Compensation for assistance which goes past this limit can be refused by the insurer.

Also, the insurer reserves the right to refuse any reiteration of diagnostic procedures that are not of any use, when an insured party consults multiple contractors.

The insurer reserves the right to refer to his medical consultant, an independent professional, to provide independent and objective advice on medical matters as well as on the medical invoices presented. Generally speaking, the service providers must provide the medical advisor with the information and information he needs to complete his task.

In the event that the medical consultant is not able to obtain the necessary information from the provider, the medical consultant can ask to personally examine the insured person.

The medical consultant only sends the insurer's medical team the information they need to decide whether to grant a benefit, to determine compensation or to justify a decision.

In doing so, they respect the personal rights of the insured parties.

2.2.10 PARTIAL PAYOUT

If the insured party does not use any or only part of the services offered by the insurer, the latter is not required to make a refund. If the fees encountered as a result of the incident are less than those cited on the policy, the insured party cannot assert a claim on the difference.

2.2.11 DATA ENTRY - REQUEST FOR INFORMATION

- 1. The insured party allows the insurer to enter all the data into the information system and to link all necessary information for the settlement of the entitlement to benefits.
- 2. The insured party benefits from Swiss security (in regards to EVASAN) and from the EU (in regards to the insurer) in the way their personal data is treated and protected.

2.2.12 PAYMENT OF THE INSURANCE CLAIM

- 1. The insurer only has to pay insurance claims if all the relative evidence has been provided to them in an exhaustive manner.
- 2. Evidence of expenses must be presented in their original copy. The insurer reserves the right to ask for proof that bills have been paid in advance by the insured party, which the insured party have requested to be refunded by the insurer. In a case where another insurer or institution charges a fee, creating a copy of the bills is sufficient, under the condition that a receipt is provided with the amount that was refunded by the other insurer or institution.
- 3. It is imperative that the bills must include: the name and address of the doctor, the surname, name and address of the patient, the treatment period, the diverse forms of treatment and an explicit description of his illness. Prescriptions should be addressed to the insurer, accompanied by fee statements from the doctor, medicine and equipment bills, as well as copies of medical prescriptions which should mention the illness.
- 4. A certificate from a medical establishment mentioning the start date and end of stationary treatment, as well as the designation of the illness is imperative. In the event of a doctor refusing to clearly name the illness, the insurer is free to reject any claims or request a complementary medical exam by a doctor of their choice and/or the insurer's medical advisor.
- 5. All bills must be addressed to EVASAN, once they have been received by the insured party.
- 6. Illness-related costs in foreign currencies will be converted to Euros or Swiss Francs on the day when the bills are received by the insurer (postmark or return receipt as certified by the electronic transfer).
- Bank transfer charges in regards to the payment of compensation, as well as translation fees for documents used as evidence by the insured party, are the insured party's expense and will be deducted from the compensation payment.
- 8. As long as it is required from LAMal, the right to use the 'third party' payment system is reserved.

2.2.13 NON-TRANSFERABLE DEBT OBLIGATIONS

The insured party's debt obligation for the insurance contract is non-transferable and cannot be pledged. In particular, the insured party cannot transfer it to a third party for whatever reason (to a next of kin, debt-collection service, business, buyer, work colleague, authority, etc.)

2.2.14 SUBROGATION

- 1. The insurer is subrogated to the rights and debt obligations of the insured party or insurance policyholder.
- 2. This subrogation applies to any third party responsible for the event that triggered the insurer's benefits.
- 3. In the event of the insured party being entitled to monetary damages from a third party and independent contractual subrogation, this right must be transferred in writing to the insurer for the

amount of compensation granted through the insurance contract. In this measure, this right is transferred to the insurer.

4. In the event where the insured party gives up their right to monetary damages, or the right to coverage of this claim, without agreement from the insurer, when the insurer's obligation to provide compensation for an indemnity which could be removed due to the expiry of the debt obligation or the right of the insured party or beneficiary.

2.2.15 TERMINATION OF THE INSURANCE COVERAGE

- 1. The guarantee terminates also for claims already declared on the date of expiry of the insurance contract (or the insurance policy of which the insured is the beneficiary).
- 2. If, for imperative medical reasons, the insured party can only leave his destination one month after the coverage has expired, on request in writing from the insured party and with notice from an independent doctor who was commissioned by the insurer, the coverage can be extended as long as the insurer decides apt and it will include the return journey without putting their life in danger. In any case, the coverage cannot be prolonged by more than two months and an additional premium will be requested from the insurer in this case.
- The insurance coverage expires in the event of change to the personal situation (work etc..) of the insured party, and because of this, his registration to the basic LAMal scheme will become mandatory in Switzerland.

2.2.16 PRESCRIPTION

Any claim under the present contract will be prescribed

- Within 2 years from the date of the event which caused the insured part's claim under the Accident Illness coverage by the MGEN insurer. This is under the condition that the insured event occurred and had been declared before the annual expiry date in the insurance policy.
- on the expiry date of the policy for making a claim under assistance by the insured party to VYV IA the insurer.

3 ILLNESS INSURANCE COVERAGE TERMS

3.1 GENERAL FRAMEWORK

3.1.1 SUBJECT TO THE PRESENT COVERAGE

- Illness insurance offered by the insurer gives an equivalent protection to coverage as defined by the federal law and conforms with the article. 2 al.4 OAMal and article 3 al.2 OAMal on the contract territory. During his stay in Switzerland, the insured party will benefit from coverage in the event of illness or accidents (provided they are not being insured by another health accident insurer) and maternity. The purpose of coverage is defined by the federal law on health-insurance (LAMal) and by the relative jurisprudence.
- 2. Subsidiarity principle: illness coverage outlined in the current contract is intended to supplement all other insurance benefits available to the insured or the policyholder (Ex. Mandatory social insurance, accident-insurance, health insurance from the state of origin, benefits from a service contract, membership in an association to which the insured person contributed or adhered).
- 3. The claim benefits must be effective, appropriate and economical. In the event of ineffective, inappropriate or costly claims, the insurer reserves the right to objectively and technically reduce the compensation to be paid to the insured party to fairer proportions.

3.1.2 RECOGINISED HEALTH TREATMENT PROVIDERS

- 1. When treatment is given in Switzerland, only expenses from qualified, appropriate services who are authorised to practice (art. 35-40 LAMal) will be taken into consideration.
- 2. When treatment is delivered in another state within the contractual territory, only expenses from practitioners with a licence to practice according to the legal conditions which apply to their profession and the legal environment of the country where they carry out treatment, will be taken into consideration.

3.1.3 EXTENT OF THE INSURANCE CONDITIONS

1. The usual pricing conditions applied in the territory where the treatment takes place, will determine the amount of insurance compensation.

Prices for the services from service providers must be based on the following principles.

- Time spent on offering the service;
- The exact codification of the service;
- The amount which is usually charged for the service;
- As applicable, providing evidence of the reason why the service provider has not applied the usual price and has charged a higher price.

For insurance benefits acquired in Switzerland, LAMal insurance price references will provide a basis for calculating the amount of insurance benefits that the insured party will be entitled to.

2. Subject to the negotiation of specific conditions establishing a compulsory network of doctors, the insured party is free to consult the doctor or dentist of their choice. When a doctor is based in a different area than the insured person, the kilometric compensation or travel compensation can be reduced on a pro-rata basis according to the distance that the closest competent doctor would have had to travel to the insured party.

3.1.4 GENERAL EXCLUSIONS OF THE ILLNESS INSURANCE COVERAGE

The insurer will not be obliged to provide compensation in the following situations and their consequences:

- 1. If the insured party has been reckless or committed a crime or offence which resulted in a claim;
- Use of drugs, medicine, alcohol and/or hallucinogenic or toxic substances by the insured party which led to or contributed to the claim, except when the basic compulsory health insurance (- LAMal for Switzerland -) specifies otherwise;
- All damage and health effects which have been caused by the involuntary or voluntary production or use of chemical, biological, biochemical substances or electromagnetic waves for weapons (regardless of any competing causes), as well as damage and effects caused by ABC, nuclear energy or any other ionizing radiation;
- 4. The occurrence of a claim on a territory which is excluded from the contract or has occurred outside the effective coverage period.

3.2 HEALTH INSURANCE CONDITIONS CATALOGUE

3.2.1 HOSPITALISATION

- 1. The insurer will provide compensation for a hospital stay when receiving tests, the health state of the insured party or the medical treatment which needs medical treatment.
- 2. The insured party is free to choose from the list of hospitals from LAMal.
- 3. The following expenses are covered in the standard and private hospitals in Switzerland or those charged according to the basic tariff (for the other countries in the contractual territory):

- a) Medical hospitalisation in a public or private establishment;
- b) Hospitalisation and surgical operation;
- c) (para) medical fees linked to hospitalisation.
- If the insured person is receiving treatment in the private division of a hospital, the insurer will
 allocate him the same amount of compensation as if he was being treated in a public part of the
 hospital.
- 5. In the event of the insured party having to stay in hospital, the insurer will provide coverage within the limitations of the compensation for as long as he is awaiting tests and admission circumstances in the hospital. This information must be provided by the practitioner/or doctor who is providing treatment and must obtain this for verification and approval purposes for the medical treatment data by a medical expert.
- 6. Subject to the negotiation of specific conditions establishing a compulsory network of doctors, the insured party freely choses between public and private hospitals in line with international standards. Such establishments having to be placed permanently under the direction of medical staff, have sufficient diagnostic and therapeutic means, use methods generally recognized by science.
- 7. The responsibility depends on the written agreement from EVASAN the insurer, when an insured party intends to submit himself to a curative stationary treatment in a medical establishment, which also offers cures or home care, which also satisfies the conditions that have been mentioned.
- 8. The insurer provides the compensation outlined in the contract for examination methods or treatment and medication generally recognised by the official medicine. In addition, under exceptional circumstances, compensation can be provided for treatment and medication which have been proven to be as effective in practice or which are given in the absence of treatment or medication from the official medicine. In this case however, the insurer reserves the right to reduce his compensation from the amount that he would have owed the insured party, if the insured party has used any other treatment or medicine from the official medicine.

3.2.2 SEMI-HOSPITAL TREATMENT

Arrangements for hospital treatment are applied similarly for treatment in a clinic providing semi-hospital treatment such as a day or night clinic or an institution that provides day operations.

3.2.3 OUTPATIENT TREATMENT

- In the event of outpatient treatment, the compensation equivalent to LAMal will be paid out with no time limit.
- 2. The recognised suppliers for outpatient treatment are following persons and institutions:
- 3. Doctors,
- 4. Pharmacists,
- 5. Chiropractors,
- 6. Midwives,
- 7. Laboratories,
- 8. Centres for diagnostic and therapeutic services, on medical prescription,
- 9. Physiotherapists,
- 10. Nurses,
- 11. Speech therapists.

- 12. The insurer will cover the costs of outpatient treatment, in compliance with the valid prices in the place of residence or of schooling for the insured parties.
- 13. The insured party is free to choose a practitioner according to the LAMal.
- 14. Any services that are not equivalent to the LAMal will not be eligible for a refund.
- 15. If the insured party voluntarily and repeatedly changes practitioner for the treatment of the same illness, the compensation will be granted upon agreement from the insurer.

3.2.4 OUTPATIENT TREATEMENT 'SERIOUS ILLNESSES'

The insurance case consists also of the outpatient treatment following the onset of one of the following serious illnesses: cancer, leukaemia, Parkinson's, Hodgkin disease, Pompe disease, Crohn's disease, Alzheimer's, AIDS, diabetes, tuberculosis, MS, ALS, meningitis, polio, progressive muscular dystrophy, encephalitis, tetanus, viral hepatitis, malaria, typhus, typhoid and para-typhoid infections, diphtheria, cholera, anthrax, cystic fibrosis, kidney disease which needs dialysis, brucellosis, Creutzfeldt-Jakob disease and Ebola.

The insurance case starts with the introduction of medical treatment and ends in conformity with article. 2.2.15 of the CGPA.

3.2.5 OUTPATIENT CARE CENTRES

The insurer will refund tests, treatment and medicine carried out through medical prescription by recognised outpatient care centres or by qualified care givers at the home of the patient. No compensation will be made for the cost of family help. The medical prescription is valid for all or more than a retrospective duration of 1 month and 3 months for long term patients.

3.2.6 PSYCHOTHERAPY AND RELATED TECHNIQUES

For ambulatory and/or stationary psychotherapy, the insurer will only provide compensation under the condition and measure that the insurer has agreed in writing on the basis of a positive (expert) opinion by a designated doctor.

Only the treatment offered by a psychologist-psychotherapist under the FSP of Swiss law will be taken into account. The latter must be managed by a psychiatrist in charge of their work as a psychologist-psychotherapist.

3.2.7 PREGNANCY

Costs linked to pregnancy and child birth, in particular, routine tests, stay in a birth centre, breastfeeding advice, treatment for new-borns who are in good health and their stay, as long as they stay in the hospital with their mother, are covered by the basic LAMal tariffs.

Ultrasounds are covered within the exclusions outlined in the Table of Coverage.

3.2.8 VOLUNTARY TERMINATION OF PREGNANCY

In the event of voluntary termination of pregnancy, the insurer will cover the same costs as for illness, within the following conditions:

- The termination must have been carried out by a surgeon who is authorised by local law in the country where the termination has taken place. The surgeon must certify the legality of the termination in writing prior to it being covered by the insurer.
- The abortion must have been necessary to protect the physical integrity of the pregnant woman.

3.2.9 LABORATORY AND SCAN COSTS

The insurer will refund the costs for tests prescribed by the doctor to diagnose or manage treatment, as well as featuring on the 'list of standard tests' from the DFI and as long as they are carried out by a pharmacist or a laboratory which have been authorised by LAMal.

Cost of scans, radiology and MRIs are entirely covered if they are prescribed by a doctor for valid reasons.

3.2.10 PSYCHIATRIC HOSPITALISATION

The insurer will refund cost of hospitalisation in a psychiatric hospital in their entirety for a maximum duration which is outlined in the Table of Coverage.

3.2.11 ORGAN TRANSPLANTS

The costs of organ transplants are covered in their entirety. However, costs related to the procuration of organs will not be covered.

3.2.12 EMERGENCY DENTAL TREATMENT

- 1. The following costs are covered in the event of urgent dental treatment:
 - a) If the treatment was required because of a serious and unavoidable illness in the chewing system or by another serious illness or its consequences;
 - b) If the treatment was required to treat a serious illness or its consequences;
- 2. The cost of urgent treatment for injury to the chewing system caused by an accident provided that they have no other insurance package or third party service provider covering the expense.
- 3. A deductible which is outlined in the Table of Coverage will be charged to the insured party for each treatment.

3.2.13 DENTAL TREATMENT

- The applicable waiting period is outlined in the Table of Coverage. Orthodontic, periodontal and prosthetic treatment which started before or during the waiting period (for orthodontic treatments, this relates to the date at which the orthodontic appliance is positioned), are excluded from the insurance coverage.
- With reference to article 3.2.12 EMERGENCY DENTAL TREATMENT, the present Article 3.2.13 DENTAL TREATMENT, grants complimentary benefits which are not covered by LAMal.
- INSURANCE BENEFITS: Complimentary insurance for dental treatment includes a contribution towards dental treatment as well as the treatment outlined in article 3.2.12. 'EMERGENCY MEDICAL TREATMENT'.

This includes the following forms of inpatient and outpatient treatment and care, which are carried out by dentists, doctors and dental technicians who qualified in Switzerland or abroad.

- a) DIAGNOSTIC AND THERAPUTIC MEASURES Provided that they are administered by an authorised doctor-surgeon-dentist in Switzerland, in bordering areas or abroad, excluding treatment from a 'dental technician' (see paragraph below), the insurer will cover all diagnostic and therapeutic measures given in outpatient care according to the standard 'SSO-AA/AM/AI' charge.
- b) 'DENTAL TECHNIQUE' CONDITIONS In addition to compensation for doctor-surgeondentist fees, the 'dental technique' (such as: crown making, bridges and dentures) are taken into consideration within the limitations outlined in the Table of Coverage.

- c) ORTHODONTIC TREATMENT, TREATMENT FOR DENTURES: Orthodontic treatment (orthodontics) are covered on an annual basis, under the condition that the purpose of the treatment is to improve the function of the jaw.
- d) PROPHYLACTIC TREATMENT The cost of prophylactic treatment (such as: examinations, dental cleaning) carried out by a qualified dentist or by a dental hygienist are covered within the limits outlined in the Table of Coverage.
- 4. ENTITLEMENT: It is possible to benefit from DENTAL TREATMENT coverage as outlined in article 3.2.13 in the present Insurance Conditions and in addition to article 3.2.12 only if the insured party has healthy teeth and has no treatment planned at the moment they sign the 'SWISS STUDIES ALL IN ONE' insurance. In no case can an insured party claim for treatment which took place before the contractual start of the policy or treatment which related to a pre-existing problem.
- 5. Insurance compensation for dental treatment will be refunded for economical treatments, indicated as necessary (excluding any aesthetic treatments) in terms of dentistry. These treatments must be carried out by a doctor-dentist who has been approved for the mandatory insurance for Swiss treatment.
- 6. To evaluate the insured party's right to compensation, he must send the original bill to the insurer, which must cover the costs and fees from the professional qualified practitioner who is practising in Switzerland, in bordering areas or abroad. This document must be accompanied with a detailed statement of treatment from the practitioner, in conformity with direction from the SSO. Bills and documents from abroad must be provided in one of the following languages: French, German, Italian or English. A translation must also include the bills and documents written in other languages.
- 7. When the cost of envisaged treatment is greater than 1,500 CHF, the allocation of compensation is subject to approval from the insurer on the basis of a detailed statement from the dentist who is delivering the treatment. The insured party must request and obtain agreement from the insurer at least one week before the start of treatment.
- 8. START OF ENTITLEMENT TO INSURANCE SERVICES: If the treatment is not due to an accident or if prophylactic treatment has been carried out, the start of entitlement to insurance services starts 180 days after the start of the present insurance contract (waiting period). There is not waiting period for dental treatment following an accident. Insurance protection applies to accidents which have occurred after the start of the start of the insurance contract. If the insurance starts at the beginning of the school year, the maximum right to entitlements is calculated on a pro-rata basis on the number of months the insured party has been insured for.
- 9. EXCLUSIONS:
 - a) Any action that aims to fix a dental problem that has existed before the contract became effective; If there is any doubt, the opinion of the insurer's dental advisor is decisive;
 - b) Measures to replace missing teeth when the insurance contract is being agreed;
 - c) Prosthetic treatment (including dental implants) for wisdom teeth;
 - d) Treatment and dental work for aesthetic purposes;
 - e) Dental products for care and maintenance;
 - f) The removal and replacement of amalgam fillings due to an actual or supposed allergy.

3.2.14 MEDICATION

1. The insurer will cover medication according to the Table of Coverage, under the condition that the medication is authorised by the state and is covered by the mandatory health insurance they have. Homoeopathic medication is covered under the condition that it has been proscribed by an official qualified and recognised practitioner. In Switzerland, the insurer will cover the cost of medicine that has been prescribed by a doctor and

features on the 'List of medication and price' (LMT) and in the 'List of specialities' (LS) which have been authorised by the state and are the legal basis for treatment.

- 2. Medication, bandages and equipment must be part of a prescription from an authorised doctor or practitioner, with the exception of any practitioner belonging to the family or next of kin of the insured party or policyholder.
- 3. The medication must be bought in a pharmacy and not in a drug store or shop. Purchasing medication in bulk on the same prescription must be justified by a note from the practitioner on the prescription.
- 4. Non-medical products are not covered, such as the following: medical alcohol, cotton buds, sun cream, dental hygiene products, shampoo, food products (as well as those which relate to a special diet), mineral water and tonic wine, dry food mixes, spermicidal products, contraceptives, cosmetics, sanitary products, treatment for baldness, insecticide, etc.

3.2.15 REMEDIES

- 1. The following remedies are covered:
 - Massage treatments which are authorised by the state or masseurmassages, heat therapy, physical therapy and spa therapy);
 - Voice therapy, speech therapy and elocution lessons by a registered speech therapist.
- 2. Cost to go to a sauna as well as thermal baths and similar activities are excluded from the coverage.
- 3. The coverage of remedies is subject to prescription from an authorised doctor and the insurer may request for approval from a private medical expert.
- 4. If it is prohibited by basic mandatory insurance LaMal, a waiting period of 3 months will apply.

3.2.16 ALTERNATIVE MEDICINE

The cost of alternative medicine (tests, therapy, medication) are covered within the limitations outlined in the Table of Coverage, under the condition that a medical prescription is provided and the prescription has been written by one of the following:

- a) A FMH doctor who is recognised by ASCA, who applies the cost outlined by ASCA (for Swiss cases);
- b) A therapist who is officially recognised by FSP (for Swiss cases).

3.2.17 NATURAL MEDICINE

- NATURAL MEDICINE treatments compliment article 3.2.16 ALTERNATIVE MEDICINE and cover natural medicine (Ayurveda, medicinal massages, naturopathy and traditional Chinese medicines), limited medicines, convalescence cures and covers within the limitations defined below, the treatments which will not be taken into account.
- 2. ENTITLEMENTS: The insurer covers all services listed below in Table of Coverage. The sub-limits and proportion can be defined for certain services.
 - a) Ayurveda: Ayurvedian massages and ayurvedian medicines
 - b) Medicinal massage: Lymphatic drainage, electrotherapy, hydrotherapy, osteopathy and shiatsu
 - c) Naturopathy
 - d) Naturopathic diet and aromatherapy
 - e) Traditional Chinese medicine
 - f) Acupuncture, laser acupuncture and acupressure

- g) Limited medicine: The insurer's participation to allow use of medicine up to the amount outlined in the Table of Coverage.
- 3. RIGHT TO ENTITLEMENTS This is subject to agreement from the insurer who can be contacted via the Alarm Centre (24h/24h, 365 days a year): Telephone: +41 (0)22 929 52 52,
 - a) If agreement has not been reached or requested by the insured party from the insurer, the insurer will reserve the right to reject claims submitted.
 - b) The insurer reserves the right to contest invoices and legal fees that they consider excessive and as a consequence can reduce the compensation. Cost of care which results in ineffective, inadequate and non-economical treatment are considered excessive.
 - c) The agreement of the present insurance coverage for 'NATURAL MEDICINE' is only possible under the condition that no treatment for a pre-existing health problem started before the contractual start of the insurance policy.
 - d) To prove his right to compensation, the insured party must submit original bills to the insurer, which are from a qualified doctor or therapist who practises in Switzerland. This document must be accompanied with a statement of treatment written by the practitioner, which falls within the legal cost system in Switzerland. The treatment that has been carried out must feature in detail on the bill.
 - e) The compensation will be paid by the insurer under the condition that they have been curative treatment and as long as the insured party is relying on treatment by therapists who are appropriately qualified and are members of an official professional association authorised in Switzerland.
 - f) Before any consultation, the insured party must make contract with the insurer to check that the chosen therapist complies with the criteria in paragraph 1 of the present article.
 - g) The services referenced which are given for other purposes or comfort are excluded from the insurance coverage.
- 4. DURATION OF RIGHT TO ENTITLEMENTS: The entitlements outlined in the above article 3.2.17. 'NATURAL MEDICINES' automatically finish on the day the present contract finishes or is cancelled and this also applies for benefits which are being provided.
- 5. EXCLUSIONS: The following benefits are always excluded:
 - a) When they are the consequences of alcoholism or drug use;
 - b) When they are the result of a pre-existing health problem which existed before the present insurance coverage started (mental or nervous illnesses for example);
 - c) When they are the result of an accident which occurred because of recklessness, a suicide attempt or self-mutilation;
 - d) If they are linked to aesthetic surgery, starvation diet, comfort and cell treatment;
 - e) defined in article 3 paragraph 1 for which there is no agreement from the insurer (or no notification from the insured party or without obtaining agreement from the insurer).

3.2.18 HOME CARE

This is covered when it follows hospitalisation or was prescribed to replace hospitalisation.

The exclusions to this coverage are outlined in the Table of Coverage.

3.2.19 REHABILITATION

Treatment for rehabilitation are covered as long as they follow a period of hospitalisation. See Table of Coverage.



The exclusions to this coverage are outlined in the Table of Coverage.

3.2.20 SCREENING AND TREATMENT OF SEXUALLY TRANSMITTED DISEASES

Under the condition that all necessary measures were taken to prevent its occurrence. The coverage can be applied within the exclusions outlined in the Table of Coverage.

3.2.21 THERMAL TREATMENT

The insurer will make a daily contribution to the cost of thermal treatment prescribed by a recognised doctor or practitioner. Only when all of the following conditions apply:

The treatment must have been medically prescribed;

- a) The treatment must have taken place in the country of stay;
- b) The treatment must have been prescribed as part of medical treatment and by an approved doctor;
- c) The prescription for the treatment must be shown to the insurer before the start of treatment.

The medical prescription for a course of treatment, including diagnosis, must be presented to the insurer two weeks before the start of treatment.

In the event of treatment interruption, the partial cost of treatment cannot be covered, only if the treatment stopped due to illness or other imperative reasons and if they can be justified by a certificate written by the treatment doctor.

3.2.22 PHYSIOTHERAPY, SPEECH AND LANGUAGE THERAPY

The coverage is subject to the exclusions outlined in the Table of Coverage, under the condition that such a therapy has been prescribed by an officially authorised therapist practitioner.

3.2.23 CHIROPRACTORS AND OSTEOPATHS

- 1. The cost of chiropraxis will only be covered if the insured person has been receiving treatment from a chiropractor who is legally certified in the contractual territory.
- 2. The cost of osteopathy is covered in the exclusion outlined in the Table of Coverage.

3.2.24 PSYCOTHERAPY

- Insurance covers the cost of psychotherapy carried out by a qualified and recognized doctor according to methods whose effectiveness is scientifically proven.
- 2. For the inpatient or outpatient psychotherapy, the insurer will only provide compensation under the condition that the insurer has agreed in writing, based on a positive opinion (from an expert) from the contracted doctor.
- Only treatment from a psychologist or psychotherapist will be covered in regards to FSP of Swiss law. The latter must also be delegated by a psychiatrist in charge of supervising the work of the said psychologist - psychotherapist.
- 4. In the first instance, the insurer will cover costs within the limits indicated in the Table of Coverage. The doctor must write a report for the insurer's medical advisor, mentioning the type of illness, its setting, its progression, the result of current treatment and where appropriate, write a therapy prolongation proposal indicating the aim, the setting and probable duration of the illness. This report can only contain the necessary information for the insurer to evaluate the extent of charges.
- 5. The medical advisor will examine the report and will put forth a suggestion for the course of psychotherapy, indicating the duration that the therapy will be covered.
- 6. Independent psychotherapists are not part of the auxiliary medical staff who exercise independently and on their own behalf to provide covered services.

7. Psychotherapists who seek to increase self-awareness, personal awareness, or personality development are not covered.

3.2.25 PROPHYLAXIS - PREVENTION

The insurer takes into account costs of measures or preventative exams requested for treatment in a prescription by a doctor, such as infant vaccinations and preventative gynaecological exams.

The cost of prevention, screening and prophylaxis are covered exclusively for insured parties who are specially concerned and within the limits of the mandatory basic insurance, in particular:

- a) preventative gynaecological tests;
- b) screening for sexually transmitted diseases, within the situations listed in the catalogue of treatment from LAMal.

Vaccinations which have been medically prescribed are covered in the limitations outlined in the Table of Coverage.

3.2.26 EQUIPMENT

- Equipment is considered the lenses and frames of glasses, up to the amount billed (at the earliest, four years after the purchase of the last glasses frame), contact lenses, bandages for hernia, rubber gloves, sole inserts for foot correction, plaster, corrective braces, braces for torso, arm and leg support, hearing aids, electronic voice boxes, prosthetic arms, legs or feet.
- Costs are covered according to the list of means and devices of the compulsory basic legislation of care.
- Entitlement to benefits related to optics commences 9 months from the effective date of the contract (waiting period).
- 4. The glasses, glasses frames and lenses must be prescribed by an ophthalmic doctor.
- 5. The costs of all other equipment, medical equipment, sanitary articles (orthopaedic shoes, massage equipment, pressure measuring articles, breathing devices, heat lamps, warming cushions), as well as costs related to upkeep, use and maintenance of equipment, are not refundable within the conditions of basic mandatory insurance for treatment.

3.2.27 TRANSPORTATION COSTS FOR RESCUE

- Under the limits of the coverage outlined in the Table of Coverage, the insurer takes into account the following transport costs;
 - a) Ambulatory transport
 - b) Rescue costs

In the following conditions;

- a) the insured party calls upon a registered supplier who is authorised by basic mandatory care legislation;
- b) that the transport covers travel to the closest medical establishment for appropriate treatment;
- 2. The transport fees are only covered when the health state of the patient does not allow them to use any other type of public or private transport.
- In addition to the benefits listed above, the insurer will reimburse within the limits of the Table of Coverage, transport costs and rescue costs in the following cases;
 - a) illness or accident which occurred because of the insured party, voluntary mutilation or suicide attempts;
 - b) smoking or alcoholism;



- c) ethylism, drunkenness at the time of an accident, where the insured person has a level of alcohol equal or higher to 0.50g per litre of blood.
- 4. The insurer covers, within the contractual limits mentioned, the transport and rescue costs under the condition that they would not have been granted by EVASAN, within the framework of assistance coverage for the latter. (see Table of Coverage).

3.3 COVERAGE LIMITATIONS

- 1. In addition to the general exclusions and limitations, the insurer is freed from their contractual obligations in the following cases:
 - a) illnesses, and related consequences. The consequences of accidents caused by war or from damage from national military service and which are not specifically mentioned in the coverage;
 - b) diseases or accidents deriving from misconduct, including their consequences, in compliance with the LAMal;
 - c) in the event of transgression of legal arrangements, insurance conditions, fraud or abuse;
 - d) treatment administered by doctors, dentists and in the hospital establishments that the insurer excluded from the conditions for refund by notifying the insured party or their designated representative. As well as for claims which are being processed and are related to this notification, the insurer will not be responsible for refunding fees occurring in the three months following this notification;
 - e) curative out-patient treatment in a spa or spa town. This limitation becomes obsolete if the insured person spends their stay there, or when a spa treatment is necessary during a short stay and following an illness or accident arising on site and is not linked to the aim of the stay;
 - f) treatments enjoyed by a partner, direct ascendant or descendant or next of kin;
 - g) cosmetic operations (plastic surgery) of any type and their consequences or complications;
 - h) valuations, certificates, descriptions of treatment drawn up by the insured party themselves;
 - i) when the treatment given has not been effective, appropriate and/or economical, and has not conformed with the medical opinion given by an independent medical advisor from the insurer;
- 2. If the cost of spa treatment or care for the insured party exceeds the medically necessary amount, the insurer reserves the right to reduce compensation to an acceptable amount. The insurer is also authorised to such a reduction when the fees billed for necessary spa treatment or any other type of treatment are greater than an acceptable amount.

3.4 DUTIES OF THE INSURED PARTY

3.4.1 NOTIFICATION IN THE EVENT OF A CLAIM

This notification will take 2 forms;

- In one of the 3 cases of claims below, the insured party is obliged to call the Alarm Centre (open 24h and 365 days a year), and it has to be done at the first occurrence of the claim.
 - a) In the event of hospitalisation: the insurer must be notified of any claim which results in hospitalisation. In this particular case where the insured party shows complete inability to inform or indirectly inform the Alarm Centre and if their condition is life threatening, so the notification will be given with in the shortest amount of notice that is objectively possible, by the insured party or the policy holder, the next of kin, the police, a hospital or any other person involved in the claim, will be considered a valid notification.

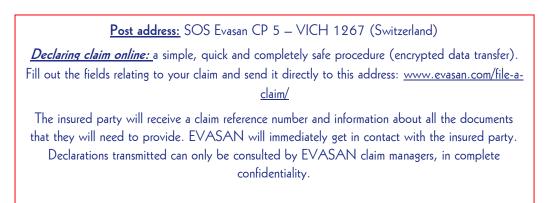
- b) In the event of having to get dentures or having to have maxillofacial surgery, the insured party must inform the insurer before the start of treatment, with a complete and precise description of the treatment as well as a quote, which will need to be submitted to the insurer's medical service.
- c) In the event of having psychotherapeutic treatment, this must be agreed in advance with the insurer in writing.

Telephone: +41229295252 and mention:

- Your insurance contract number

- The nature of the claim

- Your mobile phone number and email address
- 2. The insured party or the insurance policy holder must send their reimbursement request either by post or *declare it online*.



3.4.2 DUTY TO COOPERATE

The policy holder or legal representative must provide all information specified in the insurance proposal form. If they do not respond to some questions, the proposal will be considered as non-valid.

The insured party must immediately declare accidents submitted to mandatory insurance. They must provide the insurer with information on the following:

- The time, place, circumstances of the accident
- The doctor who is treating them or the hospital;
- Any people who were involved and their insurers;
- In the event of illness, the insured party must let the insurer know within ten days.
- Changes in address, name changes, as well as death must be communicated in writing to EVASAN within 30 days so that they can transfer the information to the health insurer within the same amount of time;
- Prescriptions for medical measures (convalescence, treatment, etc.) must be sent to the insurer by the service provider or by the insured party before the start of treatment. Excluding emergency cases.

3.4.3 DOCUMENTS AND INFORMATION TO PROVIDE IN THE EVENT OF A CLAIM

- 60 days at the latest after the claim or 30 days after the documents are issued or, failing these 20 days since their reception duly evidenced by the insured party (postmark or official confirmation), the insured party must send the original documents mentioned below to the insurer at their own expense.
 - a) an accident statement and/or verbal report from the police, fire-fighters and any emergency service;
 - b) a full medical file as well as the medical report which was written by the consulted doctor or the hospital establishment which was visited following the claim event;
 - c) prescriptions from the pharmacy and other prescriptions.
 - d) original invoices for medical treatment, hospitalisation and the purchase of medication which the insured party has received.
- 2. In addition, the policy holder and insured party must provide the insurer with any other information and any other proof which can be used as necessary evidence to document the claim or compensation request as well as the reimbursement amount, that they may be aware of.
- 3. On request from the insurer, the insured party must provide any information, at his own expense, on the facts and any supplementary documents which prove or determine the circumstances which have resulted in the claim, to establish the consequences or to assess the authenticity of the claim declaration. When they complete their request in writing, the insurer can give the insured party within a maximum of 10 days to provide the information or documents required, if this takes any longer the insurer is freed from the obligation to provide assistance.
- 4. On request from the insurer, the insured person may be asked to be examined, to the expense of the insurer, by a chosen medical advisor.
- 5. The present article does not affect the application to 'third parties' when it has been taken out by the insured party.

3.4.4 MEDICAL CONFIDENTIALITY, DATA TRANSMISSION AND DATA PROTECTION

- When accepting the current arrangements, the insured person must disclose medical information to the insurer, all doctors and (para) medical personnel who examine him or treat him, both before and after the claim. Where need be, the insured person must go through this process after the occurrence of a claim and/or sign an ad hoc permissions form that the insurer can use as applicable. Any refusal to do this from the insured party will result in the forfeiture of his contractual rights.
- 2. The insurer shall comply with any applicable arrangements in regards to data protection and will comply to the LPGA agreement, LAMal and the data protection law (LPD).
- Any person who carries out administrative work or illness insurance controls is bound to confidentiality towards third parties.

3.4.5 CONSEQUENCES OF NOT RESPECTING DUTIES

- 1. If the duties mentioned above are not honoured, it will result in the following consequences:
 - a) If the information submitted aimed to fool the insurer, the insurer is automatically freed from the contract, and no longer needs to provide compensation and has the right to claim back any compensation that the insured party has already received.
 - b) If the information submitted contains an intentional mistake or extreme negligence on the part of the insured party, the insurer is no longer obliged to provide compensation if they notify the insured party within 4 weeks of noticing the mistake and its consequences.
 - c) In the event of any other violations, the insurer reserves the right to reduce compensation for the corresponding amount caused by the insured party's disrespect for his duties.

2. The policy holder and/or the insured parties are only responsible for fulfilling their contractual duties.

4 INSURANCE COVERAGE ARRANGEMENTS- ASSISTANCE

4.1 GENERAL FRAMEWORK

4.1.1 SUBJECT TO THE PRESENT COVERAGE

- 1. VYV IA provides, within the legal and contractual limits, assistance to people in difficulty whilst travelling within the contractual territory, as long as these people are also simultaneously covered by illness insurance.
- 2. In regards to assistance, VYV IA will immediately provide assistance to the insured person, if he finds himself in difficulty following a fortuitous event, within the conditions outlined in the present contract.
- 3. However, providing urgent help does not predetermine the supply of financial help, which the insurer decides after having obtained the documents and necessary information.
- 4. When applying assistance services, VYV IA is obliged to provide the means but not the result.

4.1.2 ASSISTANCE COVERAGE PERIOD

4.1.2.1 Definition

- 1. The coverage period relates to the effective duration of the travel and stay of the insured party on the territory covered. It cannot exceed 90 consecutive days.
- 2. Any coverage period must start and finish within the duration of the insurance contract and the start date must feature on the insurance policy.

4.1.2.2 Flexibility

- The insured party can start several chronologically distinct periods of insurance coverage within the period of validity of the contract, provided that their overall duration does not exceed 90 days.
- 2. The insured party has the responsibility to provide the following documents to the insurer to prove the effective duration of the trip: passport which has been stamped with the official entry and exit from the destination territory or any other official justification from a competent authority on the territory; failing that, a nominative transport ticket which includes the date and validity (plane, train, bus ticket etc.). If the insured party or the insurance policy holder does not provide evidence to justify his trip and his entry into the covered territory, the start date for the coverage which is featured on the insurance policy will prevail.

4.1.2.3 Option: Supplement premium for a grace period

Adding a supplement to the premium mentioned in the insurance policy, the insurance coverage that the insured party has, can be prolonged by 5 days, under the condition that he is objectively prevented from (e.g. : closure of airports due to natural catastrophe) returning to his country of origin, before the end of his coverage period- or if his legal trip is linked to the activities described in the article. 1.1.3. the right to prolong- his country of stay.

4.1.3 GENERAL EXCLUSIONS TO THE ASSISTANCE INSURANCE COVERAGE

The following items are excluded from the coverage and no compensation will be due by the insurer in the following situations and their consequences:

a) any consecutive claim caused by a major force, in case of an exceptional situation (armed conflict, revolution, nuclear radiation, etc.) or natural catastrophe that has been caused by an event of abnormal natural force (e.g. volcanic eruptions, meteorite fall, tsunami, earthquakes);

- b) practice of hazardous activities by the insured party, which substantially change the risk covered;
- c) when the insured party abusively requests an evacuation or repatriation to be organised when suffering from an infection or mild injury which could be treated on the site and which would not have stopped him from continuing his travel or stay;
- d) consecutive accidents with symptoms of epilepsy and malaria;
- e) running away and kidnapping;
- f) non-observance of official prohibitions, as well as disrespect for the official rules of safety, linked to the practice of a sportive activity and/or hobby;
- g) practice of a high risk sport at any level (e.g. parachuting), or a motor sport, the use of motor bikes that are 123 cm3 and above, all forms of hunting;
- h) costs linked to exceeding luggage weight restrictions when being repatriated on a passenger plane and customs fees;
- i) The occurrence of a claim on a territory which is excluded from the contract or has occurred outside the effective coverage period.

4.2 ASSISTANCE CATALOGUE OF INSURANCE CONDITIONS

Assistance is offered under the following conditions:

a) <u>Search and rescue</u>

In the event of a claim, VYV IA will pay part of the search and/or rescue charges by the competent authorities involved. The fees for rescue and recovery will be taken care in the following cases:

- 1. Rescuing an injured person;
- 2. Searching for someone who is lost when his disappearance is following an accident, for as long as required, according to the circumstances and his life expectancy and hope of finding him alive.
- 3. Rescuing someone who has not been injured due to an abnormal external factor (falling into the crack of a glacier) but is susceptible to have health problems, and when the insured party is not able to break free himself. Exhaustion, loosing sense of direction or bad meteorological conditions alone, are not included in the coverage.
- 4. Recovering the body of a deceased insured party;
- 5. However, fees to find the body of a deceased person who is insured will not be compensated for.
- 6. Use of a helicopter is covered when all other means are unreachable or difficult to reach (especially in the mountains) or when time plays a definitive role.
- 7. If the case does not fall under the previous category, as a general rule, a usual means of transport will be sufficient, when road conditions are normal.
- 8. It is responsibility of the rescuer to judge on the spot the reasonable measures to be implemented (depending on the technical problems posed by the clearance, the nature and severity of the injury, the route to be used for transport, etc.). In this respect, it must be taken into account that a layperson is often unable to judge the nature and severity of the injuries.

b) <u>Medical evacuation and repatriation</u>

 Once the state of the insured party, victim of a sudden illness or accident, requires it and the doctors in charge give their opinion, VYV IA will organise and take care of the evacuation of the insured party to the nearest hospital centre. VYV IA will cover the charges in the event of a medical evacuation.

- 2. Once the state and situation of the insured party, victim of a sudden illness or of an accident, if need be and under the condition that the authorised doctors are in agreement, VYV IA will organise and cover the charges for the repatriation of the insured party.
- 3. By default, repatriation flights are covered when medical treatment is insufficient abroad and it needs to be carried out in the home state of the insured party, unless the latter or his next of kin opt for repatriation to his habitual residence. The choice and suitable mode of transport (air, ground or by boat) will be decided by VYV IA, who will reasonably cover the costs of the repatriation which have been used for transport.
- Medical evacuation and/or, if necessary the repatriation will only be provided through the agreement of VYV IA's medical service, in close collaboration with the attending doctor or doctors in the place of stabilisation.

c) <u>Repatriation of human remains</u>

- In the event of death of the insured party his during travel or stay, VYV IA will organise the repatriation of the human remains from the place of death to the place of burial in his home state or habitual residence. The repatriation will be carried out in conformity with national legislation and the international conventions and under the condition that the transfer is possible.
- 2. VYV IA will cover the cost of transport of the human remains up to a maximum amount. VYV IA will take charge of any necessary transport formalities of the human remains.
- 3. When it is absolutely necessary to make the transport possible, VYV IA will cover the following costs within the limits stipulated in the table of coverage: the costs to preserve, handle, put the body in a coffin, specific transport needs, preservation treatment which is compulsory by law and conditioning and the cost of the simplest coffin, which is in accordance with the transport provider and conforms to the local and international legislation. The following are excluded: burial costs, embalming and the funeral ceremony or other.

d) Medical assistance

During his evacuation, if necessary, his repatriation, the insured party is supported and assisted by medical personnel and/or by paramedics who are specialised in his state, selected by VYV YA doctors.

e) <u>Remote medical advice</u>

When the insured party requires remote medical advice, VYV IA will supply it, at the expenses of VYV IA, with a qualified independent doctor to respond to questions linked to his health state. The opinion given by the doctor and the consequences of this advice are unrelated to VYV IA.

f) Indication of local medical specialists

If a first exam reveals that the insured party is found in a critical state and that this state needs specialist intervention, VYV IA will communicate with the insured party, on his request or that of the doctor who is treating him in the place of the incident, the name of the doctor of this specialism, provided there is one in the region where the insured party is found and for this reason VYV IA will not take any responsibility for the medical act carried out by the named doctor and any possible consequences.

g) Sending emergency medication

VYV IA will organise and cover the cost of sending medication required for the insured party's treatment if they are not available in the country where the incident takes place, as long as they are available in Switzerland and their usage is authorised in the place of their usage. The cost to send medication will be covered by VYV IA.

h) <u>Sending urgent messages</u>

VYV IA will cover the cost of sending urgent messages on behalf of the insured party to any person identified by him, who is found in his state of residence or place of habitual residence when he is not in a position to get in contact with the desired person of his own accord.

i) <u>Repatriation of other insured persons involved in the same incident</u>

VYV IA will organise and cover the costs of repatriation of all of the insured parties affected by the same incident who cannot return using the mode of transport initially booked, for all of the insured people who are insured by VYV IA.

j) <u>Covering travel for a next of kin</u>

When the insured party has to be hospitalised for at least 7 days before his evacuation or repatriation, VYV IA will organise and cover costs for return travel in economy class for a next of kin to travel to the place of his hospitalisation. The costs of stay of the next of kin are covered by the latter.

4.3 **EXCEPTIONAL CIRCONSTANCES**

- The transportation of people (notably airlines) are likely to oppose travel for people suffering from certain illness or for pregnant women, the applicable restrictions until the start of travel, and may need to be modified without notice (for example: medical exam, medical certificate, etc.). As a consequence, the repatriation of these people can only be carried out when the transport provider has not refused, and evidently, in the absence of unfavourable medical advice in regards to the health of the insured party or expected child.
- 2. When it is expected that the insured party will have to stay in a Swiss or a foreign hospital, distanced from his homeland (for ten days or more) and that the costs of the transfer are permissible and are not disproportionate in regards to the circumstances, the transfer costs can also be settled under exceptional circumstances, taking family ties into consideration.

4.4 SPECIFIC COVERAGE EXCLUSIONS

In addition to the exclusions and limitations outlined in the "SWISS STUDIES ALL IN

ONE" COVERAGE SPECIFIC INSURANCE CONDITIONS, the following situations and

their consequences are excluded from insurance and assistance coverage, and no compensation is due by MGEN and/or VYV IA:

- a) When the insured party abusively requests for the organisation for his evacuation or repatriation when suffering from an ailment or mild disease which could be treated in loco and which would not have stopped him from carrying on the travel or the stay;
- b) Travel costs or transport costs encountered through requests from the patient or because of family ties which are not outlined in the medical plan will only be taken into account in exceptional circumstances.
- c) Accidents following the symptoms of epilepsy and malaria;
- d) The removal and transplantation of organs, tissues or cells;
- e) The consequences of taking medication that has not been prescribed by a doctor;
- f) Escape and kidnapping;
- g) Taking part in sport at a professional level or in the form of an official competition organised by a sport federation and for which a license is issued, as well as training at competitions;
- h) Non-observance of official prohibitions, as well as disrespect for the official rules of safety, linked to the practice of a sportive activity and/or hobby;
- i) The practice, of a motor sport at any level;
- j) The use of motorbikes of 49 cm3 and more;
- k) Any form of hunting;

- When the insured party intends to move to the area where the claim occurred (seeking asylum, marriage, family reunification, etc.).
- m) The cost of a meal in a restaurant as well as fees linked to excessive weight of luggage during repatriation by plane and the customs fees will not be covered by VYV IA.

4.5 COVERAGE LIMITATIONS

- 1. In addition to the general exclusions and limitations, VYV IA reserves the right to reject compensation requests and where appropriate terminate the contract in the following cases:
 - a) Failure to communicate the claim immediately to the Alarm Centre by the insured party or any third party;
 - b) Failure to get approval from VYV IA regarding the organisation who is in charge of the assistance, treatment or hospitalisation;
 - c) Lack of communication or delay in communication from the insured party of information and necessary documents by VYV IA to process the claim;
 - Any pre-existing health state. In addition, VYV IA reserves the right to reduce compensation when the health condition of the insured party is not pre-existing but reveals important risk factors such as diabetes, hypertension, hypercholesterolemia etc.;
 - e) Incidents, inconveniences and complications linked to pregnancy in which the risk was known or reasonably predictable before the first day of travel;
 - f) The insured party's failure to announce the existence of another insurance contract covering the same risks or if the insured party commits disinclination;
 - g) The absence of measures which could reasonably be taken by the insured party to avoid the essential increase in risk, avoiding the occurrence of the claim;
 - h) Any refusal to collaborate with VYV IA, with particular reference to the article 4.4.
- 2. Any refusal by the insured party, or by the person who decides on his behalf, of contractual assistance services (e.g. offer of repatriation) for the event of a claim, will mean the automatic suspension of the assistance coverage. Costs incurred due to the refusal of services will also belong to the insured party. In the event of a change of mind before the end of the coverage period, the costs related to the refusal of initial benefits (e.g. expenses related to an extension of hospitalization, etc.) and to the change of decision will be charged to the insured person.
- 3. Under the penalty of the contract being withdrawn, the insured party and the policy holder must not interfere in the management of the claim by the insurer.

4.6 DUTIES OF THE INSURED PARTY

4.6.1 IMMEDIATE NOTIFICATION IN THE EVENT OF AN ASSISTANCE CLAIM

 In order to benefit from medical assistance during travel, you must call the Alarm Centre (open 24/7, 365 days a year) immediately following the first occurrence of the claim event and before any medical consultation:

Telephone: +41 (0)22 929 52 52 ; Fax: +41 (0)22 929 52 55 ; Email: <u>claims@evasan.com</u>

2. Attention: The necessity to call immediately and in advance is an essential obligation in the present contract.



- 3. This will allow VYV IA, the Alarm Centre and any third party contractor to come and help the insured party as soon as possible, to provide advice and insurance assistance. Disrespect of this obligation will immediately remove the insured party's rights to compensation or any other possible benefit.
- 4. If the insured party proves that he is totally unable to inform or to make the Alarm Centre aware of the arrival of the first symptoms prior to any treatment, because his life condition is threatened, a notification as early as possible from the policy holder, next of kin, the police, a hospital or any person related to the claim will be considered valid.

4.6.2 DOCUMENTS AND INFORMATION TO PROVIDE IN THE EVENT OF A CLAIM

- At the latest, 60 days after the claim or 20 days after the documents are issued or, failing it, 10 days since their reception duly evidenced by the insured party (postmark or official confirmation), the insured party must send the original documents mentioned below to the insurer at his own expense. Beyond these time deadlines, the insured party will no longer be entitled to a reimbursement;
 - a) an accident statement and/or verbal report from the police, fire-fighters and any emergency service;
 - b) the complete medical file as well as the medical report as established by the doctor consulted or the hospitals visited next to or in connection with the incident;
 - c) prescriptions from the pharmacy or other prescriptions;
 - d) the original bills for the medical procedures received by the insured and the bills for the purchase of medicines.
- In addition, the policy holder and the insured party must send VYV IA any information or supporting documents needed.

Also, the insured party must send any information to the insurer, at his own expenses, to support the facts and any supporting documents that could determine the circumstances of the claim, to establish the consequences or prove the authenticity of their claim. When EVASAN respond in writing, they can impose a deadline of 10 days to provide the information or documents required, if they receive the documents any later than this, his request for compensation will be declined.

3. At VYV IA's request, the insured party may be asked to be examined by a doctor, chosen by the insurer, at the insurer's expense.

4.6.3 MEDICAL CONFIDENTIALITY

When accepting the current arrangements, the insured person must disclose medical information to VYV IA, all doctors and (para) medical personnel who examine him or treat him, both before and after the claim.

This condition is an essential and determinant condition of the present contract and its disrespect will automatically result in the withdrawal of the contractual rights of the insured party.

5 SERVICES SPECIFIC TO THE INTERRUPTION OF SCHOOL TRIPS

5.1 SERVICES FROM VYV IA

In the event of interruption of compulsory or optional school trips scheduled at the beginning of the school year and organized by the educational institution, fees for off-campus mandatory excursions and expeditions and all weekend activities, the insurer will reimburse any non-consumed expenses that the student cannot ask to be reimbursed, the replacement or compensation when it is necessary to organise the return of the student to his Swiss address or to the dormitory of the educational institution where he studies as a result of the sudden illness, bodily injury, death of student, his parents, his financial guarantor

5.2 INSURED EVENTS

- Any student who has to interrupt the trip must inform VYV IA who will transfer the calculated indemnity on a prorata temporis basis for the duration of the missed trip and on the basis that the insurance sum agreed to, but within the limits of the maximum amount per person and per event, regardless of the number of people who are travelling together. The departure and return dates are counted as days of the trip completed by the student.
- 2. No compensation will be given if a participant has to return after violating internal disciplinary rules or engaging in illegal activities in the country of his stay.
- 3. VYV IA reserves the right to withdraw the insured party's right to compensation in the event of an interrupted trip/stay if it happens after the trip is interrupted in the 2 days before this.

5.3 DUTIES IN THE EVENT OF A CLAIM

Student or his beneficiaries must:

- a) Inform VYV IA, of the claim in writing, within 5 working days at the latest. Beyond this time frame, the insured party will no longer have the right to compensation, if the delay is inconvenient for VYV IA;
- b) Send VYV IA all necessary documents to compile a file and proof, as well as evidence and the amount of the claim;
- c) In all cases, student will be systematically asked for: the originals of the detailed invoices from the tour operator showing terrestrial services and transport services.
- d) Communicate all necessary medical information with VYV IA medical advisors on request for the file.

5.4 SPECIFIC COVERAGE LIMITATIONS

In addition to the exclusions and limitations which are covered in the INSURANCE CONDITIONS SPECIFIC TO "SWISS STUDIES ALL IN ONE", the insurer reserves the right to withdraw their services in cases where the trip is interrupted after the following:

- a) Aesthetic treatment, courses, voluntary termination of pregnancy and its consequences;
- b) Prolonging the trip beyond the original return date with a view to compensate for the late departure;
- c) A psychological, mental or depressive illness without hospitalisation or hospitalisation for less than 3 days in the territory of stay;
- d) Civil or foreign war, riots, uprising, strikes, acts of terrorism, hostage taking, sabotage, radioactivity, any event that has resulted from nuclear or anything caused by any source of radiation in the departure country, transit country or destination;
- e) Missing a flight on which the insured party has a confirmed reservation, regardless of the reason;
- f) The non-admission of not arriving more than one hour before check-in to register bags or/and other services;

5.5 ADVANCE FOR OBJECTIVE IMPEDIMENT OF RETURN

If, because of a major force or any other serious and possible disruption, the insured person needs to show proof that he is not in a position to return to his home state or habitual residence on the date scheduled (and inside the insured period), **MGEN** can make the maximum sum outlined in the table of coverage, available in advance, to cover all or part of the costs resulting from the involuntary prolongation of his stay abroad.

The insured party undertakes to repay this advance to VYV IA within 30 days following his return to his domicile.

6 ADMINISTRATIVE ARRANGEMENTS

6.1 COMMUNICATIONS AND NOTIFICATIONS

- 1. Notifications for the insurer and assistance provider in the present terms of the contract, must come in a written form.
- 2. Agents, brokers and other insurance intermediaries are not permitted to receive the notification that is destined to the insurer and assistance provider. Only communications regarding administration and the life of the contract in chapter one, Contract Administration section, can be received as the insurance intermediary (Agent or broker) as specially mentioned by the insurance policy holder.

6.2 PAYMENT OF INSURANCE PREMIUMS

- 1. The reception of the insurance premium by the insurer is an essential element of the contract, regardless of the method of payment.
- 2. The premium can be paid in advance. The premium is billed from the date that the coverage takes effect.
- 3. On request, the policy holder can also pay the premium via fractioned payments under the condition that a higher price for it has to be paid. In the event of fractioned payments, these must be received before the 10th of each month.
- 4. The compensation of insurance premiums with insurance compensation is forbidden.
- 5. If the contract terminates on request of the insured party before the expiry date, the refund of the premium can only be performed if the contract was not claimed from and there were no claims declared by the insured person.
- 6. When the refund of the premium is allowed, it will be carried out in a pro-rata basis of the insurance period that has not expired.

However, no refund is due in cases of reluctance, attempted abuse or abuse to the detriment of the insurer.

- 7. Not paying the premium before the due date will automatically result in the insurer starting a procedure to recover costs from the debtor (policyholder or insured party).
- 8. If the debtor had not paid the premium within 20 days of the date at which the payment was due, the insurer has the right to terminate the contract with immediate effect and to advise all authorities about the insurance matter, as well as, their right to travel abroad. The insurer must do this by a letter that is sent by registered mail to the known address of the debtor. The insurer will not be responsible for compensation for claims occurring the day after the twentieth day.
- 9. If the insured party incurs onerous administrative fees due to negligence or through his own fault, he must cover the cost.

6.3 ADJUSTING THE PREMIUM

When the contractual year expires, the insurer reserves the right to increase the premium, in particular, when the overall economy of the contract is being reviewed.

- 1. Insurance policy holders will be made aware of an increase in insurance premiums at least 3 months before the start of the new contractual year and will take effect the same year.
- 2. In the event of an increase in premiums, the insurance policy holder has the right to cancel the contract according to the cancellation conditions.

6.4 MODIFICATION OF THE INSURANCE CONDITIONS

- 1. The insurer can process a change in the terms of the insurance contract or its termination in the following cases:
 - a) the permanent modification of the legal provisions in the field of public health;
 - b) the invalidity or annulment of certain conditions by an administrative or judicial authority;
 - c) the amendment or repeal of the laws and regulations on which the provisions of the insurance contract are based;
 - d) the amendment of legislation, administrative practice or judicial practice affecting the terms, interpretation or validity of the contract or of certain of its provisions.
- 2. The insurance policyholder must be made aware of any new conditions at least 3 months before they enter into force, with the exclusion of events of major force, or for urgent legal, administrative or judicial reasons.
- 3. In the absence of the insurance contract cancellation by the insured party, it will be assumed that he has accepted the new conditions.
- 4. The insurer reserves the right to change the wording of certain contractual conditions, when he wants and without prior warning, when he wishes to correct typographical errors or obvious material mistakes, to lift uncertainty of interpretation or to specify a point that has already been covered in the text, or to improve the insurance conditions for the insured party exclusively.

6.5 SAFEGUARD CLAUSE

The invalidity of a clause contained in these terms of insurance, does not call into question the validity of other clauses.

7 FINAL CLAUSES

7.1 DURATION OF THE INSURANCE CONTRACT

- 1. The insurance contract is agreed for the duration of a year.
- 2. Except in the event of one of the parties terminating the contract, the insurance contract will automatically be renewed from year to year, as long as all the conditions written in article 2 paragraph 4 OAMal are respected.
- 3. The insurance contract starts from the day after (at 12.00AM) of the date outlined on the insurance policy and ends twelve months after (at 12.00AM).

7.2 INSURANCE CONTRACT CANCELLATION

- 1. Each party is entitled, by registered mail addressed to the other party, to terminate the insurance contract and/or to prevent its tacit renewal by giving 3 months' written notice before expiry of the insurance policy.
- 2. In the event of an increase in the premium or change in the insurance conditions, the policy holder can send a registered letter to the address outlined in chapter O in the Contract Administration section and can cancel the insurance contract within one month since the notification by the insurer about these changes. In this case, the cancellation will take effect from the date that the changes come into force.
- 3. Under the legal or contractual clauses for the invalidity, retroactive cancellation, immediate cancellation of the insurance contract within a different amount of time, if the insured party and/or policyholder makes a non-intentional mistake, the insurer will allow them to:
 - a) cancel the insurance contract within a month after having noticed the mistake;

- b) suggest a change to the insurance contract, within a month of having recognised the mistake, with retroactive effect from the date that he noticed the mistake. In a case where the contractor rejects a change to the proposed contract or if he does not accept it within one day after reception, the insurer reserves the right to terminate the contract within 14 days.
- 4. If, within an insurance contract for multiple insured parties (group contract or collective contract), the conditions for cancellation will only be given to certain people and cancellation of the contract will only be limited to these named people.

If the insurance policyholder terminates the insurance contract in its entirety or for certain insured parties, he must prove that the insured parties involved are aware that the contract has been cancelled and that they accept this. Otherwise, the cancellation will be considered invalid. If all or certain insured parties who were part of a cancelled contract, would like to renew the contract, they can do this by writing to EVASAN via post or email within the 2 months that follow the cancellation by the policy holder, to renew the contract. The insurance contract will automatically terminate with the death, bankruptcy or insolvency of the policy holder. The insured parties are however entitled to renew the insurance contract within the conditions outlined in paragraph 5 above, the deadline of 2 months will be counted from the date of death, declaration of bankruptcy or official certificate of insolvency by the policy holder.

7.3 APPLICABLE LAW, CONCILIATION AND COMPETENT JURISDICTIONS

- The insurance contract is governed by the present general insurance conditions. In addition to the mandatory legal provisions, Swiss law in the insurance contract (LCA) is applied in a suppletive manner.
- 2. In the event of legal proceedings, Swiss courts are authorised to assess the interpretation or execution of the present contract. The provisions specific to the Lugano Convention of 16 September 1988 remain reserved, as applicable.
- It follows that the insured party would have the possibility to assign his private foreign insurer in front of the Swiss authority, even if the insurance contract agreed in another country would refer to substantive law and a foreign court.
- 4. Before engaging in a judicial or arbitrary procedure in relation to the contract and insurance conditions, each party must engage with each other, 10 days following the rise of the dispute, in writing, to reach an amicable solution through reconciliation.
- 5. In the event of failure of the attempt to reconcile, EVASAN will organise internal, free opposition proceedings for the insured party. Opening of the latter does not suspend any legal or contractual deadlines. Also reserved is the possibility for the parties to agree, with written agreement, an arbitration procedure to one or three arbitrators.
- 6. In the event of divergences between the different language versions, the French version of the insurance conditions specific to 'SWISS STUDIES' insurance coverage shall prevail.

7.4 ENTRY INTO FORCE

The present insurance conditions enter into force on 01.04.2019, removing any right to previous insurance conditions covering the same product.

7.5 TABLE OF COVERAGE

	A. INSURANCE COVERAGE (MGEN)		
	OUTPATIENT		
	SERVICE	MAXIMUM AMOUNT COVERED	
1.	Medical prescription and medical equipment art. 3.2.14	Actual fees equivalent to LAMal	
2.	Consultations with a doctor or therapist art. 3.2.3	Actual fees equivalent to LAMal	
3.	Tests and scans art.3.2.9	Actual fees equivalent to LAMal	
4.	Outpatient surgery	Actual fees equivalent to LAMal	
5.	Treatment at home or in a residential care centre in the event of hospitalisation. art. 3. 2.3, art. 3.2.1.7 and art 3.2.18	CHF 20 per day, MAX 30 days/year	
6.	Urgent medical care outside the residence area in Switzerland and urgent medication equivalent to LAMal abroad	Actual fees equivalent to LAMal	
7.	Ultrasound and mammography art. 3.2.3	Actual fees equivalent to LAMal	
8.	MRI, tomography and scan-tomography	Actual fees equivalent to LAMal	
	art. 3.2.9		
9.	Emergency treatment without hospitalisation	Actual fees equivalent to LAMal	
10.	Palliative care and long term care	Actual cost, Max. 30 days in three years	
11.	GP consultations and medicine prescribed that is covered by LAMal	Actual fees equivalent to LAMal	
12.	Specialist consultation art. 3.2.3	Actual fees equivalent to LAMal	
13.	Homoeopathy or osteopathy consultations	50% max 4 sessions/year capped at CHF 1000/3 years	
	- Consultations with a chiropractor	Actual fees equivalent to LAMal	
- Co	insultations with a herbal therapist art.3.2.23	MAX 10 sessions / year	
14.	Traditional Chinese medicine (acupuncture, laser acupuncture and acupressure) art.3.2.17	4 sessions capped at a Max CHF 200 per contractual year	
15.	Alternative medicine art 3.2.16	MAX CHF 1000 / 3 contractual years	



16. Natural medicine art 3.2.17	MAX CHF 2000/year
Including limited medication	50% MAX CHF 500/year
17. Remedies art 3.2 15	Actual fees equivalent to LAMal
18. Consultations prescribed by a physiotherapist or speech therapist art. 3.2.3	Actual fees equivalent to LAMal
19. Ayurvedic massages and medicine art.3.2.17	Max 4 sessions capped at CHF 200/year
20. Rehabilitation following hospitalisation art 3.2.19	MAX CHF 20/day -during MAX 30 days/year
21. Lymphatic drainage, electrotherapy, hydrotherapy and shiatsu art. 3.2.17	Max 6 sessions capped CHF 300/contractual year
22. PREVENTION - PROPHYLAXIS	MAX CHF 600 /3years
Vaccinations medically prescribed art. 3.2.25	
23. Vaccinations non-refundable by LAMal.	80% of actual cost Max. CHF 100. /contractual year
24. Naturopathy (naturopathy diet, aromatherapy) art.3.2.17	90% of actual cost Max 10 sessions capped CHF 1'000 /contractual year
25. HIV/AIDS Test- Screening and treatment for sexually transmitted diseases art.3.2.20	MAX CHF 2000/3years
26. Psychiatrist art 3.2.10 -Consultations	Actual fees equivalent to LAMal
-Hospitalisation (point 3 in hospitalisation)	Actual fees equivalent to LAMal
27.Psychotherapy arts 3.2.6 and art 3.2.24	Actual fees equivalent to LAMal MAX 10 sessions/year
28. Psychotherapists who are not qualified as doctors and independent psychologists	$80\%,{\rm max}.$ Fr. $800.\text{-}$ per contractual year $+$ agreement from the insurer
29. Prescribed products for therapy for nicotine addiction	CHF 50. /contractual year if prescribed by a doctor
30. Thermal treatment art. 3.2.21	CHF 20/day - MAX 21 days/year
31. Consultation and physiotherapy treatment Consultations and logotherapy treatment Consultations and orthoptic treatment Art 3.2.22	MAX CHF 350 / year
32. Equipment other than optical equipment 3.2.26	Actual cost according to basic care legislation



33. Cost of organising remote medical advice

Actual fees equivalent to LAMal

	HOSPITALISATION		
1.	Private hospital room or semi-private in a communal area in Switzerland	A	ctual fees equivalent to LAMal
	Art 3.2.1.4		
2.	Surgery, including anaesthetic and operating room	A	ctual fees equivalent to LAMal
3.	Psychiatric hospitalisation	A	ctual fees equivalent to LAMal MAX 30 days
4.	Surgical and prosthetic equipment	A	ctual fees equivalent to LAMal
5.	Plastic surgery following an accident (according to the catalogue of benefits outlined by LAMal)	Μ	ax CHF 50,000/year
6.	Hospital treatment following accidents due to hazardous sport activity as long as it was played within the normal conditions	A	ctual fees equivalent to LAMal
7.	Organ transplant	A	ctual fees equivalent to LAMal
	Art 3.2.11		
8.	Day hospitalisation	A	ctual fees equivalent to LAMal
9.	Emergency treatment outside residence area	A	ctual fees equivalent to LAMal
10.	Ambulance transport in Switzerland	М	ax CHF 2,000,-/year
			cept in cases art 3.2.27.3 for which the following nditions apply: 50% of actual cost/MAX CHF 500
11.	MRI, tomography and scan-tomography, tests	A	ctual fees equivalent to LAMal
12.	Oncology	A	ctual fees equivalent to LAMal
13.	Stay in spa resort in Switzerland	20) CHF per day -Max. 21 days/per year
14.	Convalescence cure in Switzerland	20) CHF/day - Max. 30 days/year
15.	Prescribed medical assistance	A	ctual fees equivalent to LAMal
16.	Complimentary costs of hospital stay- private bedroom abroad	A	ctual fees equivalent to LAMal
	MEDICAL TRANSPORTATION		
	1. Ambulatory art.3.2.27		MAX CHF 2000/year



	Except in the cases of art 3.2.27.3 for which the following limits apply: 50% of actual cost / MAX CHF 500
2. Rescue fees art. 3.2.27	MAX CHF 5000 except the cases outlined in art 3.2.25.3
3. In the specific cases outlined 3.2.27	50% of actual costs MAX CHF 500
PREGNAN	чсу
1. Pregnancy Art 3.2.7	Actual fees equivalent to LAMal
2. Pregnancy and birth complications Art 3.2.7	Actual fees equivalent to LAMal
3. Home birth Art 3.2.7	Actual fees equivalent to LAMal
4. Pre-natal examination (according to the catalogue of conditions by LAMal) Art 3.2.7	Actual fees equivalent to LAMal
5. Post-natal examination (according to the catalogue of conditions by LAMal)	Actual fees equivalent to LAMal
Art 3.2.7	
6. Legal abortion art. 3.2.8	Actual fees equivalent to LAMal
7. Ultrasound art 3.2.7	Actual fees equivalent to LAMal MAX 4 ultrasounds per pregnancy
OF	PTICAL
Waiting period art 3.2.26	
1. Equipment for adult multi-focal glasses or gradual sphero-cylindrical glasses with a sphere that is outside -8,00 and \pm 8,00 diopters	CHF 350 / 3 contractual years
or outside the zone of -4,00 and $+$ 4,00 diopters	
art 3.2.26 - see waiting period	
2. Equipment for minors in the event of renewing the equipment due to a change in sight	CHF 200/year
art 3.2.26	
3. Glasses and contact lenses on prescription art 3.2.26	CHF 350/ 3 contractual years

DENTISTRY

The waiting period increases to 6 months for orthodontic, periodontal and prosthetic treatment.

There is no waiting period for any other types of dentist treatment.

1. Emergency dental treatment with hospitalisation (Dental prosthetics in the event of an accident only) art.3.2.12	75% in the event of an accident or after a serious illness for a chewing device		
2. Emergency dental treatment without hospitalisation art 3.2.12	75% in the event of an accident following a serious illness for a chewing device		
 Dental care and inpatient and outpatient dental treatment Art 3.2.12.3 	75% of insured service MAX CHF 3,000./ year		
 Diagnostic and therapeutic outpatient measures Art.32.13.3.a 	According to the conventional 'SSO-AA/AM/Al' cost.		
5. Dental technique or dental prosthetics Art 3.2.13.3.b	Max CHF 1,000/year - (Temporary or transitional prostheses are excluded)		
6. Dentofacial and orthodontic orthopaedic treatment Art 3.2.13.3.c	Actual cost up to 21		
7. Annual complete scaling above and below the gums (completed in maximum of 2 sessions)	CHF 150/ year		
 Prophylactic treatment (dental conservation treatment accepted) art 3.2.13.3.d 	CHF 50. per contractual year and from the second year that the contract enters into force		
 A dental deductible: of CHF 20 will apply regardless of the tre Waiting period: See art 3.2.13.1 and 3.2.13.5 			
The MGEN insurer (within the framework of the services listed above waive the application of the Quote part as defined in art 1.3.9.			
An annual deductible applies based on the choice of the insured party (see policy) CHF 0-100-300-500			
B. ASSISTANCE SERVICES			
ASSISTANCE before the trip			

1. Useful information

Actual costs

ASSISTANCE during the trip



1. Medical evacuation and medical repatriation	CHF 250'000 *
2. Medical costs abroad	CHF 100'000 **
Dental emergency	CHF 250
Deductible	CHF 25
3. Search and rescue fees for sea and mountains	CHF 20'000
4. Medical support	Actual costs
5. Remote medical advice	Actual costs
6. Advice from local specialist doctors	Actual costs
7. Medicine supply	Actual costs
8. Provision of a plane ticket for the next of kin of the insured party	Return ticket + Taxi
9. Travel for next of kin in the event of hospitalisation (greater than 7 days)	Round-trip ticket + CHF 100/ Night (Max 7 days)
10. Repatriation of human remains $+$ Fees for first preservation	CHF 15'000
11. Funeral expenses	CHF 5'000
12. Repatriation of other insured persons or the person accompanying them	2 returns tickets + Taxi
13. Extension of stay (after the expected date of return)	CHF 150 / Night (max. 3 days)
14. Early return in the event of hospitalisation or death of a family	Return ticket
member	Return ticket
In the event of an attack	Return ticket
In case of professional replacement	
15. Accompaniment of students under 18 years old	Round-trip ticket
16. School trip interruption	Pro rata CHF 2'000/person
	Limit of CHF 10'000 per event

Attention -Reminder

The above B coverages are applicable only for the duration of the trip (a confirmed duration which must be confirmed by the invoice issued by the travel agency or by any other means of proof at the expense of the insured), with a maximum of 62 days from the date of departure.

* with an aggregate maximum limit per year of CHF 1,000,000,000.

** with an aggregate maximum limit per year of CHF 200,000.

