



**Evasan**

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# ECO PLUS HIC

**GENERAL CONDITIONS and SPECIAL INSURANCE CONDITIONS**

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## 0 GENERAL INFORMATION ABOUT THE INSURERS

### THE INSURERS

The health insurer, in accordance with Art. 2 para. 4 of the Swiss Health Insurance Ordinance ("HIO"), is the Mutuelle Générale de l'Education Nationale (hereinafter MGEN) 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 insurance and insure health risks described in the CONDITIONS SPECIFIC TO " ECO PLUS EU HEALTH INSURANCE CARD (HIC)" COVERAGE. (hereinafter HEALTH INSURER). This health insurance cover is available to persons residing in Switzerland for the purpose of studies and continuing in accordance with Art. 2 para.4 of the Swiss Health Insurance Ordinance ("HIO") as specified in these General Conditions. This health insurance cover is subject to the Swiss Insurance Contract Act of 1908 ("ICA").

### ASSITANCE PROVIDER

The assistance provider is VYV IA Passage de la corvette 3, 17000 La Rochelle, France which provides all the services - assistance described in the insurance conditions "ECO PLUS HIC". The claim manager is VYV IA.

.The insured will inform VYV IA from the first onset of the assistance's 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 or EVASAN within 5 days after the claim occurrence date. VYV IA is responsible for the coverage and the benefits for assistance during the insurance period or in the frame of other events enumerated in the insurance contract. The coverage and the conditions are determined by the insurance contract, any additional written agreements, the CONDITIONS SPECIFIC TO "ECO PLUS EU HEALTH INSURANCE CARD" COVERAGE as well as the applicable legal provisions in force.

Within the current contract, the insurer MGEN 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 "ECO PLUS EU HEALTH INSURANCE CARD" COVERAGE.

The CONDITIONS SPECIFIC TO "ECO PLUS EU HEALTH INSURANCE CARD" COVERAGE are to be applied unless a written agreement states otherwise. All amendments must be made in writing.

MGEN, EVASAN and VYV IA are separate entities and do not recognize any joint liability; each insurer can only be held responsible and liable for the coverage that lies within their scope.

### INSURANCE CONTRACT ADMINISTRATION

The administrator of the insurance contract is SOS Evasan SA (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 part of the insurance premiums payment in the name and on behalf of MGEN. 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@evasan.com](mailto:info@evasan.com)

## THE RELATION BETWEEN THE PARTIES

1. MGEN covers the illness as well as, from a medical point of view, their direct economic consequences. The guarantee consists of the reimbursement of the costs of treatment and the other costs that are stipulated in the frame of the given basic compulsory health insurance and this within the territory of coverage, especially the country of destination according to the agreed benefits. The extension of the guarantee will be determined in the insurance policy, in additional written agreements to come, in the Conditions of insurance as well as in legal provisions in force.
2. VYV IA is responsible for the cover and the benefits of assistance during a journey or in the frame of other events enumerated in the contract. The extension of the guarantee will be determined in the insurance policy, in additional written agreements to come, in the Conditions as well as in legal provisions in force.
3. The General Conditions are valid as long as the conditions tailored to the individual cover do not deviate from it.

## INDIPENDENCE OF THE BENEFITS

MGEN cannot be held responsible for the benefits signed by VYV IA, and VYV IA cannot be held responsible for those signed by MGEN. MGEN and VYV IA are different entities and not jointly liable; each insurer can only be held responsible for the benefits covered by them.

## CONTACT WITH THE INSURERS

- 1 On behalf and on request of MGEN, VYV IA provide assistance to the MGEN insured and provides them with their Alarm and Call Centre.
- 2 EVASAN will, on their own behalf as well as according to the mandate received from the MGEN, take over the administration of the insurance documents, as well as take messages from the insured. The decisions as well as the responsibility, however, remains solely with the MGEN and will be theirs's. EVASAN can in no way be held responsible.

# 1 GENERAL INSURANCE ARRANGEMENTS

## 1.1 DEFINITIONS AND FIELD OF APPLICATION

### 1.1.1 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.

### 1.1.2 SERIOUS PHYSICAL ACCIDENT

This is an accident recognized by a medical doctor, implying for the insured party the termination of all professional or other activities, and stopping him from moving around by his own means.

### 1.1.3 ALEA

An unintentional, unforeseen, unavoidable, external event.

### 1.1.4 ATTACK

An attack is any act of violence, which is a criminal or illegal attack, taken against people and/or goods, with the aim of seriously disrupting public order.

Such an 'attack' must have been recorded by the Swiss Federal Department of Foreign Affairs.

**1.1.5 DESTINATION AND THE TERRITORY**

1. The destination is the place which the insured party intends to travel to during the trip.
2. The territory is the geographic or political area, as it is defined in the contract and in the appropriate CONDITIONS SPECIFIC TO “ECO PLUS HIC” COVERAGE, in which the contractual obligations come into force and within which the destination can be found.

**1.1.6 INSURANCE CERTIFICATE**

An insurance certificate is a declarative document which the INSURERS provide to the proposer upon his request, to allow him to undertake all the necessary administrative processes. The INSURER will confirm their acceptance with the proposer in this document, under the condition that all essential elements of the contract are subsequently upheld. This document will only be issued after the outstanding premium has been collected. The certificate alone shall not act as the insurance policy in itself.

**1.1.7 INSURER**

MGEN insure all risks of assistance as described in Chapter 2: 'DELIMITATION OF THE INSURANCE CONDITIONS SPECIFIC TO “ECO PLUS HIC” COVERAGE.

MGEN insures all only health risks.

**1.1.8 INSURED PARTY**

1. Provided that the payment has been collected, insured parties are children, people or groups of people, from 4 to 45 years old, who are specifically mentioned on the compiled insurance proposal and have signed as beneficiaries of the insurance contract or on the nominative list attached to the contract.
2. In the case of collective contract signed by the educational institution, persons who expressly and in writing refused this insurance coverage within 14 days after the enrolment in the educational institution are formally excluded from the benefit of the guarantee.

**1.1.9 CLAIM**

The unintentional damageable event for which an insurance claim may be made, which occurs within the period and under the conditions specified in the contract and which causes the insurer to fulfil his obligation to provide his services to the insured party within the legal and contractual constraints

**1.1.10 ACCIDENT**

Any sudden, imprevisible and involuntary event affecting the human body for which a claim may be made as a result of a violent and external source which causes bodily harm to the insured party and can be identified objectively. The following are also designated as Accidents:

- a. Acute poisoning, provided this not caused by pathogens from the use of medication, tobacco, intoxicants, narcotics or stimulants;
- b. Contamination by pathogens as the direct result of an involuntary fall into water or any other substance, or the entrance into such substance to rescue a person or animal;
- c. Complications and aggravations of the accident injury resulting directly from first aid or medically necessary treatment;

- d. Infection and blood poisoning directly related to an Accident as referred to in the first sentence of this definition of Accident;
- e. The involuntary ingestion of substances or objects, with the exception of pathogens;
- f. Asphyxiation, drowning, sunstroke, hyperthermia, hypothermia, burning, lightning strike or other electrical discharge;
- g. Exhaustion, starvation, dehydration and sunburn as the result of a disaster (flooding, shipwreck, emergency landing, collapse, etc.);
- h. Sprain, dislocation and muscle and tissue tears which cause instantaneous internal injury, the nature and location of which can be medically determined;
- i. Anthrax, scabies, ringworm (dermatophytosis), Brucellosis, cowpox.

Unless the Insurer's Medical Adviser stipulates otherwise, the occurrence and/or manifestation of any type of hernia is not regarded as an Accident or result of an accident

#### **1.1.11 SUDDEN ILLNESS**

Any unintended negative change in health calling for a medical consultation, treatment or care and which is not the result of an accident and is not due to a pre-existing condition.

#### **1.1.12 PRE - EXISTING HEALTH CONDITION**

Any alteration, illness, physical or mental disorder which existed before the date of taking out insurance cover, and the manifestation, consequences or complications hereof need treatment, consultation or medical intervention during the cover period in the event of further symptoms or complications. It is strongly recommended that the insured undergoes, at his own expense, a thorough medical check-up prior to the taking out an insurance coverage.

#### **1.1.13 AGGRAVATION OF RISK**

1. If the insured party causes a significant aggravation of risk during the term of the insurance, the insurer shall cease to be bound by the contract. The insured party has the obligation to inform the INSURER immediately by calling the INSURANCE CONTRACT ADMINISTRATION, and then by sending a letter (e-mail) to the INSURER.
2. If the aggravation of risk is not caused by the insured party it leads to an automatic policy cancellation only if the insured party has not notified the insurer as stated in the previous paragraph. If the insured party provides such notification the insurer reserves the right to terminate the policy within the 14 days following the notification.
3. An aggravation is deemed significant if it affects an important factor in the evaluation of the risk whose extent had been established during the drafting of the contract. All factors that might influence the decision of the insurer to accept the policy or to accept it under the agreed conditions are important (especially the insured party's state of health or pending litigations)

#### **1.1.14 DOUBLE INSURANCE**

1. If the same interest is covered in respect of the same risk and for the same period of time by more than one insurer such that the combined sums insured exceed the insurance value, the holder is required to inform CONTRACT ADMINISTRATOR of this fact in writing and without delay.
2. If the policy holder has intentionally omitted to notify the INSURER of this fact or if he has taken out double insurance in view of obtaining an illicit profit by doing

so, the INSURER shall automatically be relieved of any contractual obligation in his respect.

#### **1.1.15 FAILURE OF DISCLOSURE**

If the person submitting the insurance proposal has, while insurance policy was being concerted, omitted or stated inexactly information of an important fact that he knew of or should have known of, the INSURER has the right to terminate the policy in writing within the four weeks after it has had knowledge of the non-disclosure. In such a case, the obligation to provide its services also comes to an end as regards any incidents that took place when the information not disclosed influenced the occurrence or the scope of those incidents. To that extent the insurer is entitled to reimbursement for the services already provided

#### **1.1.16 EXTENT OF EXPENSES COVERED**

The services provided in the context of the GIC and SIC have to be effective, appropriate and economical. Each of these three characteristics need to be proven scientifically. If this is not done the INSURER reserves the right to reasonably reduce the amount of services it provides.

#### **1.1.17 LUGGAGE**

Luggage or other containers (backpack, travel bag, etc.), as well as the personal belongings that they contain.

#### **1.1.18 LEGAL BASIS**

The insurance contract is governed by the presented INSURANCE CONDITIONS SPECIFIC TO “ECO PLUS HIC” COVERAGE relating to accessory coverage which appears in each contract agreed by the policyholder and is adapted to the situation of the insured party, if necessary.

In addition to the mandatory provisions of the law, Swiss law on the insurance contract (LCA) is applied in a suppletive manner. INSURANCE CONDITIONS SPECIFIC COVERAGE apply as long as the specific conditions are respected.

#### **1.1.19 BENEFICIAIRES**

1. In the event of death following an insured accident or illness: the funds will be transferred to the heirs of the insured party.
2. For the other guarantees of insurance and assistance: the beneficiary is the insured party.

#### **1.1.20 NATURAL DISASTER**

The abnormal intensity of a natural event that has not arisen from human intervention and has been announced as a natural catastrophe by the competent authorities.

#### **1.1.21 AN “ALARM CENTRE”**

Our intervention and assistance service consists of doctors, technicians and operators that VYV IA makes available to insured parties on a 24h/24h basis, every day of the year.

#### **1.1.22 INSURANCE CONTRACT**

1. The insurance contract is the reciprocal and congruent expression of the will of the proposer and Insurer on all the essential points of their relationship.
2. The essential elements of the contract, which are cumulative, are the following:

- Reading and approval of the INSURANCE CONDITIONS SPECIFIC TO «ECO PLUS HIC» COVERAGE.
  - Complete filling of the proposition form and any eventual annexes.
  - Collection of the insurance premium.
  - Acceptance to conclude with the proposer.
  - Acceptance and understanding of the contract language by the insured party and the policy holder.
3. By no means can an insurance contract, which has been concluded on behalf of other, be interpreted as a mixed contract which has also been concluded for the policyholder.

#### 1.1.23 DEPRIVATION

Deprivation is the loss of rights to insurance entitlement for the accident in question.

#### 1.1.24 DESTINATION AND REGION

1. The destination is the place where the insured party intends to go to start or continue his education.
2. The region is the geographical or political area, which is defined by the contract and INSURANCE CONDITIONS SPECIFIC TO «ECO PLUS HIC» COVERAGE, on which the contractual effects are deployed and within which the destination is located.
3. In the event of death and disability insured persons are covered with the insurance benefits worldwide.

#### 1.1.25 DOMICILE

The country of domicile or the habitual residence such as declared in the insurance policy or in the origin country of the insured party. By origin country is meant the country of nationality of the insured person..

#### 1.1.26 DURATION OF THE INSURANCE CONTRACT

The duration of the insurance contract is the guarantee period such as defined in the INSURANCE CONDITIONS SPECIFIC TO «ECO PLUS HIC» COVERAGE.

#### 1.1.27 PERIODS OF COVER

The period of cover represents the actual duration of the trip and the stay of the insured party. It cannot go beyond 365 consecutive days per insurance contract year.

All periods of cover must begin and end within the dates for the duration of the insurance policy and its starting date must be included in the insurance policy. If, due to a delay in receiving the visa that cannot be ascribed to the insured party, the start date of the cover period does not allow it to end within the policy term's dates, its term's duration will be extended exceptionally until the end date of the cover period. If rates have changed in the meantime the INSURER has the right to bill de premium difference (tax free) or pro rata temporis.

If he has a multiple entry visa and his total stay in the territory covered does not go beyond the period of time permitted by his visa, the insured party can take several chronologically separate periods of cover within the policy's term of validity.

The only documents that can provide acceptable certification of the actual duration of the stay are the following: a passport with an official entry and exit stamp from

the destination territory or any other official certification from a competent authority of the aforementioned territory; if such a document cannot be provided: a validated ticket that has both name and date (e.g. tickets from planes, trains, buses etc.). If the insured party does not provide or cannot provide any certification of their trip and their entry to the territory covered, the start date of the period of cover stated in the insurance policy will be authoritative.

#### **1.1.28 PERSONAL BELONGINGS**

Items which are destined for the insured party's personal use during travel, such as clothes, shoes, toiletries.

#### **1.1.29 HAZARDS**

Hazards are when the insured party exposes himself to severe danger without taking or being able to take precautions to lower the risks to a reasonable level. In the event of an accident caused by a hazard, insurance payments can be reduced in half, or refused in particularly severe cases.

#### **1.1.30 THE EXTENT OF COST COVERAGE**

The claims entered into the insurance conditions field must be effective, suitable and economical. The effectiveness, suitability and economical nature of action must be demonstrated through scientific evidence.

Failing this, the INSURER reserves the right to reasonably reduce entitlements.

#### **1.1.31 INSURED EVENT**

An event which causes harmful consequences, which falls under one or more guarantees of the contract. Insured events are events which occur during the insured period, without being subject to exclusion, that are included in the insurance coverage.

#### **1.1.32 AGGRAVATION OF RISK**

1. If the insured party causes a significant aggravation of risk during the term of the insurance, the INSURER shall cease to be bound by the contract. The insured party has the obligation to inform the INSURER immediately by calling the Alarm Centre, and then by sending a letter (e-mail) to the INSURER or ADMINISTRATOR.
2. If the aggravation of risk is not caused by the insured party it leads to an automatic policy cancellation only if the insured party has not notified the INSURER as stated in the previous paragraph. If the insured party provides such notification the INSURER reserves the right to terminate the policy within the 14 days following the notification.
3. An aggravation is deemed significant if it affects an important factor in the evaluation of the risk whose extent had been established during the drafting of the contract. All factors that might influence the decision of the INSURER to accept the policy or to accept it under the agreed conditions are important (especially the insured party's state of health or pending litigations).

#### **1.1.33 VALUATION**

1. Losses to insured goods are evaluated by mutual agreement, otherwise, by an amicable valuation, whilst maintaining the respective rights of both parties.
2. Each party will have to choose a valuation expert; if the chosen experts do not agree, they will appoint a third expert; the three experts will operate according to a majority vote.

3. If one party fails to appoint an expert, or if two experts do not agree on a third choice, the designation will be carried out by a competent legal authority. This nomination is done through a simple form signed by two parties, or one only, with the other party being summoned by registered mail.
4. Each party must pay for the costs and fees of his expert. The fees of the third-party expert and the costs of his nomination, if that took place, will be half covered by INSURER, with the insured party covering the other half.

#### **1.1.34 DEDUCTIBLE**

The fixed sum on the contract which the insured party will have to cover in the event of a claim.

#### **1.1.35 STRIKE**

Collective action consisting of stopping work by employees of a business, of an economic sector, of a profession which aims to support demands being made.

#### **1.1.36 HOSPITALISATION**

Being admitted to a hospital for a period of 24 hours and more for urgent medical assistance that cannot be postponed.

#### **1.1.37 TEMPORARY TOTAL DISABILITY**

State of the person who is completely unable to continue his studies, for the student. The disability must be proven through medical evidence and attested by a doctor.

#### **1.1.38 NON-TRANSFERABLE DEBT OBLIGATIONS**

The susceptible debt resulting from an insurance contract is non-transferable. In particular, the beneficiary cannot in any case transfer the amount to another party, such as close family or friends, a hospital, business, buyer, work colleague, authority, etc.

#### **1.1.39 COMPENSATION**

The coverage of expenses for all insurance benefits by the INSURER in the event of a claim. The upper limit of the foreseeable services for each insurance coverage package is called 'the maximum sum of compensation'.

#### **1.1.40 PLACE OF STABILISATION**

A place where the insured party is transported to after an accident, with a purpose of making him able to an evacuation or repatriation.

#### **1.1.41 MAXIMUM AMOUNT OF COMPENSATION PER EVENT AND PER YEAR**

1. Different insured parties who are affected by the same insured event - In a case where the guarantee is used to benefit multiple insured parties by the same event, where insured parties have the same insurance conditions, the maximum amount of compensation applicable is given by person and by year - See Table of Coverage.
2. The maximum aggregated amount of insurance per year - The coverage outlined in the following Table of Coverage, is subject to a maximum aggregated annual limit, regardless of the number of insured parties or relevant events during the year.

**1.1.42 ILLNESS**

A health alteration, determined by a competent medical authority and by social security if the person is employed, which has meant that the person has had to stop all educational or professional activity.

**1.1.43 SUDDEN ILLNESS**

All non-intentional aggravation in the state of health which results in a consultation, treatment or medical assistance, which has not resulted from an accident and which is not related to a pre-existing health condition.

**1.1.44 SERIOUS ILLNESS**

Any health alteration determined by a medical doctor, which has meant that the person has had to stop working and needs appropriate medical assistance.

**1.1.45 PRECIOUS ITEMS**

Items in the composition or confection which fall under the category of precious metals (platinum, gold, silver), precious stones as well as pearls or another precious material (ivory, amber etc.).

**1.1.46 VALUABLE ITEMS**

The items which, without being precious items, have a considerable market value such as furs, works of art (paintings, statues etc.), glasses, binoculars, cameras, video cameras, audio-visual equipment, IT equipment, sports equipment (ski, tennis rackets, golf clubs, windsurf etc.).

**1.1.47 INSURANCE GUARANTEE PERIOD**

1. The insurance guarantee periods are periods of time determined in the contract, during which the insured party can value his rights to the coverage outlined in INSURANCE CONDITIONS SPECIFIC TO "ECO PLUS HIC" COVERAGE.
2. The insured period takes effect from 12:00 AM on the day following the date that the INSURER (or the person having received permission from the INSURER for this purpose) receives the full payment due and will end at midnight 12:00 PM on the date at the end of the contract.
3. If outlined in the insurance coverage, multiple periods of insurance can be triggered.
4. Both the departure date and the expiry date of the latest insurance period must be within the duration of the contract.

**1.1.48 INSURANCE POLICY**

The document which confirms the existence of the insurance contract, which determines the rights and obligations of all s.

**1.1.49 INTRANSFERABILITY OF DEBTS TO THIRD PARTIES**

No claim or debt possibly stemming from the insurance policy can be transferred. Particularly, the beneficiary cannot transfer his entitlements to a next of kin, hospital, company, insurance taker, work colleague, authorities, etc.).

**1.1.50 POLICYHOLDER**

1. The physical or moral person who initiated and registered for the insurance contract for his own use or someone else's use, and as a consequence, is the person who is liable to settle payment.
2. In the case that the insurance contract is taken out on someone's behalf - excluding the policyholder - only the insured party can benefit from the policy

and can make a claim. The contingent liabilities that the policyholder would have taken in regards to third parties, do not apply to the parties present on the contract, even if they had influenced his conclusion. This is subject to possible contractual exemptions.

#### **1.1.51 PARTIAL BENEFITS**

If the insured party does not use or only uses part of the benefits provided by the INSURER, the latter is not required to supply cash compensation or alternative services of any kind whatsoever.

If the costs resulting from a claim are less than the costs specified in the policy document, the insured party is not entitled to claim the difference.

#### **1.1.52 PRESCRIPTION**

All action deriving from the present contract should be settled within a prescribed period of two years, counting the event which initiated it, in the conditions outlined by LCA.

#### **1.1.53 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.

#### **1.1.54 INSURANCE PREMIUM**

1. Insurance premiums can be paid in advance and are billed from the date when the coverage takes effect.
2. Collecting payment for the insurance premiums is an essential element of the contract, regardless of the method of payment.
3. However, there is no obligation to provide compensation if the contracted party only pay for the insurance premiums on the date he knows of or thinks that a claim is a possibility.

#### **1.1.55 NEXT OF KIN**

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

#### **1.1.56 INSURANCE PROPOSAL**

1. The proposal is what the proposer submits to the INSURER with a view of concluding an insurance contract. This proposal is not the final agreement of the contract.
2. When the INSURER makes the insurance proposal form available to the proposer, this acts as a simple quote. An insurance proposal does not replace the insurance policy in any case.

#### **1.1.57 THE FINANCIAL GUARANTOR**

The financial guarantor is the person who agrees to pay the costs of education and travel for the insured person.

#### **1.1.58 CLAIM**

A harmful, non-intentional event, which occurs within the period and time of the conditions outlined in the contract, in the legal and contractual limits, with the INSURER being obliged to issue compensation to the insured party.

**1.1.59 SUBROGATION**

The INSURER is subrogated to the rights and claims of the insurance beneficiary and to the regard of the third parties responsible, as well the INSURER about the latter. This subrogation will come into motion through the costs incurred by the INSURER through the execution of the insurance contract.

**1.1.60 TERRORISM**

An act of terrorism is committed by an organised terrorist group (and is recognised as this by the Swiss government), which occurs during travel or at the place of destination:

- a) Within 30 days preceding the scheduled departure date (for cancellation coverage for the trip);
- b) During the trip (for trip interruption coverage).

**1.1.61 THIRD PARTY**

1. Any physical or moral person, with the exclusion of the insured party himself, the members of his family and collaterals, as well as his ascendants and descendants.
2. Any other person who the insured party is entrusted to, who also is responsible for, either temporarily or permanently, such as teachers, professors, instructors, educators, child minders, nannies, coaches and trainers (non-exhaustive list).
3. Any person who is not found in the place of work or working body with the INSURER and who is not a parent or guardian of the insured party, does not have partner or cohabitant or next of kin status.

**1.2 COMMON ARRANGEMENTS****1.2.1 DUTIES OF THE INSURED PARTY**1. Medical confidentiality

In order for the present insurance conditions to be accepted, the insured party must disclose all medical confidentiality to the VYV IA team and in particular to the doctors and para-medical personnel who have examined him and/or assisted him after the claim. If need be, the insured party can ask VYV IA to withdraw this process after the occurrence of the claim and/or sign an ad hoc authorisation form that Insurer can ask him to complete. Any refusal from the insured party will result in the loss of his contractual rights.

2. Report a claim by telephone

**In order to provide you with a comprehensive service from Claims department of INSURER**

**We ask you to call the Alarm Centre immediately (open 24h/24h, 365 days a year), from the first onset of the claim, before any consultation :**

**Telephone: +41 (0)43 333 37 0**

**Fax: +41 (0)43 333 37 99**

**E-Mail: [claimsCH@MGEN.com](mailto:claimsCH@MGEN.com)**

**Remember to mention :**

- **The insurance contract number ;**
- **The nature of the claim and the assistance requested ;**
- **The telephone number and the email address of the insured party ;**

In case where the insured party is unable to inform the INSURER of the incident within 48 hours of its occurrence, a call to the Alarm Centre by the policyholder, financier, next of kin, police, hospital or any person who intervenes in the incident, will constitute as a valid notification.

Non-respect of the obligation to inform the Alarm Centre beforehand can result in refusal to pay the insurance coverage on the part of the INSURER.

3. Report a claim online on the website :

**To benefit from the comprehensive services the insurer, the insured party can declare an accident online – through a quick, simple and secure procedure (via encrypted data transmission) by filling out the claim file and submitting it at the following address : [claimsCH@evasan.com](mailto:claimsCH@evasan.com)**

**The insured party will receive the reference number for his claim file and information of which documents he will need to provide and VYV IA will immediately get in contact with the insured party. The declarations shared will only be consulted by VYV IA claim handlers, but not by third parties.**

4. Required documents in the event of a claim

Within the time limit, the insured party must provide VYV IA with a claim declaration, at his own expense, with the following supporting documents enclosed. The insured party must provide VYV IA with the following supporting documents:

- An accident report and/or a verbal process prepared by the police authorities;
- A copy of a nominative travel ticket which includes date and validity (plane, train, bus ticket etc.);
- A complete medical file established by a consulted doctor or hospital establishment visited following or in relation with the incident;
- Pharmacy prescriptions or other prescriptions;
- Medical and hospitalisation bills relating to the insured party, together with the bills for the medicines.
- In the event of death, a death and civil status certificate.
- In any other cases, any supporting documents;

These documents must be sent to VYV IA within the following deadlines:

1. Within 10 days from their reception by the insured party; or
2. Within 20 days of sending these documents; or
3. At the latest 60 days after the claim.

If the documents are not provided within this time, the insurer reserves the right to refuse any refund requests.

5. Information and other documents

On request from the INSURER, the insured party must provide, at his own expense, any information on the facts to his knowledge and any supplementary supporting documents that could help determine the circumstances in which the claim was caused, to establish the consequences or to verify the authenticity of the claim declaration.

When putting his request in writing, The insurer may set a time limit of at least 7 days (formal notice) for the insured party to provide the information or required documents, beyond this date, the insured party will no longer have a right to insurance benefits.

**1.2.2 DOUBLE INSURANCE**

1. When the same party is insured against the same risk, for the same period of time, by more than one insurer, in addition to being insured by the INSURER, in which the insured sums added together are greater than the insurance value, the policyholder must inform the INSURER of this immediately and in writing.
2. If the insurance policyholder has intentionally omitted giving this information to the INSURER or if they took out double insurance with the intention of making an illegal profit, the INSURER will be automatically freed of any contractual obligation to this regard.

**1.2.3 RETICENCE**

If the proposer has, when settling the insurance contract, omitted to declare or has inaccurately declared an important fact that he is aware of or should be aware of, the INSURER has the right to terminate the contract in writing, within the four weeks after that they have become aware of the disinclination. In this case, the obligation to cover a claim is withdrawn also for claims which have already taken place when the item that had been subject to the disinclination has influenced the likelihood and impact of the claim. The INSURER has the right to be refunded for claims which fall under this category.

**1.2.4 FRAUD**

The Insured Person or Beneficiary will lose any benefit in case of fraud, deliberate dishonesty or deliberate hiding of information by the Insured Person. If applicable, the Insured Person or Beneficiary must pay back any benefit that the Insurer has already paid, and shall compensate the Insurer for the loss or damage incurred because of this situation. If this happens, the Insurer will be entitled to retroactively cancel the individual insurance accession under the Group Contract in accordance with Swiss insurance contract law (LCA).

**1.2.5 MAJOR INCREASE OF RISK**

1. This is a significant increase of risk which the agreement had already determined before the contract was agreed. This is important as it helps influence the INSURER on whether they agree or do not agree to a contract or it will help them agree the conditions within the contract.
2. If the insured party invokes a significant increase of risk during the insurance contract, the INSURER will automatically cease to be bound by the contract. The insurance policyholder or the insured party must inform the INSURER of the risk by letter or by email within 7 days.
3. If the major increase of the risk arrives independently of the will of the insured party, the contract will only automatically cease to exist if the insured party has not declared the increased risk to the INSURER, according to the process above.

**1.2.6 WAR RISK**

- Armed conflict: any case in which states or other organised parties are fighting each other, or in any event one is fighting the other, using military weapons.
- Armed conflict also includes armed action by a Peacekeeping Force of the United Nations.
- Civil war: more or less organised violent conflict between inhabitants of the same state, in which a significant percentage of the inhabitants of that state are involved.

- Insurgency: organised violent resistance within a state, directed against the public authorities.
- Civil commotion: more or less organised violent acts occurring in different places within a state.
- Riot: a more or less organised local violent movement directed against the public authorities.
- Mutiny: a more or less organised violent movement of members of any armed force directed against the authority under which they resort.

### **1.2.7 CONSECUTIVE CLAIM FOLLOWING CATASTROPHES OR NATURAL EVENTS**

All consecutive claims resulting from catastrophes or natural events which have occurred in the 168 hours from the onset (e.g. tsunamis, floods, volcanic eruptions and volcanic ash obstructing air space, landslides, tornadoes, cyclones and similar manifestations) are grouped together in the same claim, independently of the number of insured parties affected. When the amount of compensation goes beyond the maximum limit outlined in the policy, the claim payments will be made on a prorata basis for each insured party who qualifies for compensation.

### **1.2.8 SANCTIONS FROM THE UNITED NATIONS, MEMBERS OF THE EUROPEAN UNION OR STATES OF AMERICA**

The Insurer is not required to provide cover or make any payment under this insurance if this would be in violation of any sanctions legislation or regulations on the basis of which the Insurer, its parent company or the entity that has ultimate control of it could be exposed to any punishment on grounds of sanctions legislation or regulations.

### **1.2.9 SOCIAL SECURITY**

If the liability, loss or damage that is covered under this General Conditions is also covered by social security, the Insurer shall not be liable. If applicable, the Insurer shall liable only subsidiarity.

### **1.2.10 TRANSFER**

The insurance cover under the Group Contract cannot be transferred by the Insured Person, unless otherwise agreed upon in writing with the Insurer or otherwise stated in the special terms and conditions.

### **1.2.11 TERMINATION OF GROUP CONTRACT**

All individual insurance covers under the Group Contract end generally and if possible as per the end of the respective Insurance Years in a situation where the Group Contract is terminated by the Insurer or the Policyholder based on the terms of the Group Contract, subject to deviating provisions in the special terms and conditions.

If applicable, the Insured Persons will be informed by the Policyholder on behalf of the Insurer in advance.

### **1.2.12 DANGEROUS SPORTS**

Dangerous Sports are defined as sports that entail an increased risk of Accidents or injury, such as:

- wild-water rafting;
- deep sea diving;
- martial arts and self-defence sports;

- rugby;
- American football;
- professional and semi-professional sports and sports practised by the Insured Person in the context of a sport scholarship;
- wild game hunting;
- recreational flying;
- parachute jumping;
- bungee jumping;
- equestrian sport;
- mountaineering, glacier-walking and mountain sports (unless on cleared paths or a terrain without paths that is also easily accessible for the untrained);
- caving and speleology;
- hot air ballooning;
- off-piste skiing;
- heli-skiing;
- ice climbing;
- ice diving;
- sledge sport;
- ice hockey;
- races involving motorised vehicles or vessels;
- hang gliding.

#### 1.2.13 INTEREST ON PAYMENTS

The Insurer shall not pay interest on payments to be made, unless required under mandatory Swiss law.

#### 1.2.14 EXCLUSIONS

The following situations and their consequences are excluded in the insurance coverage, and no claim will be paid by the INSURER:

1. When the insured party has committed a crime or offence that has caused damage;
2. All health problems which are related to radiation (nuclear radiation);
3. All health problems which have been generated by making or using, voluntarily or involuntarily chemical, biological, biochemical substances or electromagnetic waves destined to make weapons (independently of the competing causes), as well as any damage or derogations caused by ABC methods, nuclear energy or any other radiation;
4. Any consecutive claim made as the result of a natural catastrophe, recognised as this by the authorities of the country or any consecutive claim resulting from a case of major force, coming from an abnormal natural force (e.g. volcanic eruptions, meteorite fall, tidal wave, earthquake);

5. Practice of hazardous activities by the insured party, which substantially change the risk covered such as the practice of high risk activities, identified as extremely dangerous activities;
6. Non-declared or declared war, within 48 hours after the Swiss federal department for foreign affairs or, failing this, other official instances which have documented the start of hostilities;
7. A revolt, acts of sabotage, hooliganism or vandalism, strikes, road blockages during large strikes, general problems of any nature and measures taken to re-establish public order;
8. Epidemics and pandemics;
9. Use of substances, medicine, alcohol and/or hallucinogens by the insured party which have led to or contributed to the claim;
10. Suicide or attempted suicide;
11. Occurrence of a claim in a country which is excluded from the contract or for a date which is outside the coverage period.

#### 1.2.15 GENERAL LIMITATIONS OF THE COVERAGE

In the following cases and without affecting the other exclusion clauses, the INSURERS reserve the right to cancel claims, or failing this, terminate the contract in the following cases:

- Failure to get imperative approval from VYV IA regarding an organisation, assistance, treatment, hospitalisation or acquisition of medicine by the insured party;
- Absence or delay in communication by the insured party for documents and original copies required for the INSURER to control or liquidate the claim;
- Any pre-existing health condition. Furthermore, the INSURER reserves the right to reduce their benefits when the health state of the insured party is not pre-existing but reveals important risk factors such as diabetes, hypertension, hypercholesterolemia etc.
- Incidents, disturbances and complications linked to pregnancy of which the risk was known or reasonably expected before the first day of travel;
- Failure to announce the existence of another insurance policy covering the same risks by the insured party;
- Absence of taking measures which could have reasonably been taken by the insured party to avoid the heightened risk and prevent it and the claim;
- Any refusal by the insured party, or by the decision maker on his behalf, to honour the contractual services (e.g. offer of repatriation) outlined in the event of a claim will result in the suspension of the contract, the fees caused by the refusal of services will also be charged to the insured party. In the event of a change of mind before the start of the coverage period, the fees linked to the initial service refusal (e.g. fees linked to prolonged hospitalisation, etc.) and a change in decision are at the expense of the insured party.
- Under the penalty of loss of the rights, the insured party and the policy holder must abstain from any interference with the management of the claim by the INSURER, without their previous authorisation.

**Declaring a claim and requesting assistance before, during travel and during schooling**

During the incident, to benefit from the guarantees defined, it is imperative under penalty of forfeiture of the right to the guarantees, to contact:

1. first and foremost emergency relief
2. then contact the VYV IA Alarm Centre before any intervention. It is imperative to obtain the consent of the INSURER before incurring any expense including medical expenses. An incident file number will be issued, which will justify the handling of interventions.

**THE ALARM CENTRE IS AVAILABLE 24H / 24 H – 7 days / 7 days:**

**Telephone: +41 (0)43 333 37 00**

**claim@evasan.com**

**WITHOUT FORGETTING TO SPECIFY:**

- ✓ The insurance contract number;
- ✓ The nature of the incident and the assistance requested;
- ✓ The phone number where you can be reached and your email address;

**NB** You will receive the number of the reference of your file and the indication of all the parts to provide. You will then be able to send all the necessary documents to manage the file, and you will also be able to follow the progress of your file.

## 2 DELIMITATIONS OF THE INSURANCE CONDITIONS SPECIFIC TO »ECO PLUS HIC» COVERAGE

The INSURER intervenes for the reasons and circumstances listed below, with the exclusion of all others.

1. The insurer will intervene and guarantee insurance benefits on the express condition that the event which makes them pay out a claim remains uncertain at the time of subscription and at the time of departure. As well as not being covered for events caused by a pre-existing diagnosed or treated illness and/or injury which has been part of continual hospitalisation, day hospitalisation, or ambulance hospitalisation in the three months which precede the request for assistance, which acts as a manifestation or worsening of that state.
2. This insurance coverage - complementary assistance adds to that of mandatory social insurance as well as that of other insurance and service contracts that the insured party has previously agreed to, in the case that the latter are insufficient. The same applies to the benefits that come from being a member of an association.

### 2.1 «ECO PLUS HIC» TABLE OF COVERAGE

The amounts indicated in the Table of Coverage are the maximum claim amounts per person per year. The claims which feature a \* are subject to an aggregated maximum annual limit.

The Table of Coverage of the «ECO PLUS HIC» product is annexed to the INSURANCE CONDITIONS SPECIFIC TO «ECO PLUS HIC» COVERAGE.

The main claims feature in the insurance policy unique to the coverage purchased as well as the certificate of collective insurance agreement.

#### 2.1.1 INSURANCE COVERAGE PERIODS

##### Definition

1. The period of validity for all the coverages corresponds to the travel dates indicated on the bill sent by the educational institution.
2. The duration of the coverage period corresponds to the actual educational stay. Note that if the total school trips exceed 365 consecutive days for the subscription.

3. Any insurance coverage period must start within the duration of the insurance contract and the start date must feature on the insurance policy.
4. Coverage takes effect on the date indicated on the insurance policy, but not before the conclusion of the insurance contract – nor before the expiry of any waiting period. No benefits will be awarded for claims occurring before the date. Claims occurring after the conclusion of the insurance contract are excluded from coverage obligation only to the extent that they are prior to the effective date of the coverage or have occurred during a waiting period.

#### **Grace period**

The period of coverage that the insured party benefits from, can be prolonged by 15 days if the insured party is objectively prevented from reaching his home state or habitual residence in Switzerland before the expiry date of the coverage (e.g.: closure of airports due to a natural catastrophe, pandemic or war).

## **2.2 DETAIL OF COVERAGE**

### **2.2.1 Main coverage: Assistance**

1. MGEN insure, in the legal and contractual limits, the assistance of people in difficulty whilst travelling outside their home country. Home country means the country of the passport of the foreign insured party or the place of habitual residence in Switzerland of the Suisse or foreign insured party.
2. Under the condition of being notified as soon as possible and having the objective possibility, VYV IA will make aid immediately available for the beneficiary of the insurance contract when he finds himself in difficulty following an accidental event, within the cases and conditions outlined in the contract. The supply of urgent aid does not influence the financial decision making according to the «ECO PLUS HIC» specific insurance conditions.
3. The assistance could consist of benefits in cash or kind. The benefits of ancillary coverage aim to implement main coverage.

### **2.2.2 Ancillary coverage: Cost of medical treatment, and mortality charges**

MGEN covers medical fees, brought on by a sudden illness or an accident which has occurred during the insured party's travel outside his home country or habitual residence and has occurred on the territory of World Wide excluding USA, Japan and Canada outside home country or habitual residence.

## **3 TRAVEL ASSISTANCE CONDITIONS**

### **3.1 THE COUNTRY OF PROVENANCE, DESTINATION, COUNTRY OF STAY AND TERRITORY COVERED**

1. According to the current insurance conditions, the country of provenance includes the country or countries where the insured party:
  - has his legal home; and
  - was a long-term resident before travelling to his destination; and
  - the state or the states in which he is a citizen (nationality).
2. The destination is the place in which the insured party intends to travel to during his trip.

3. For the purposes of the present insurance conditions, the country of stay is the state in which the insured party is allowed to reside for a certain amount of time to exercise there one of the activities (studies, research of employment, etc.).
4. The territory is the geographic or political zone that is defined by the contract, which displays the contractual effects, and inside which the destination and country of stay will be found.
5. The covered territory is worldwide excluding the United States of America (USA), Canada and Japan during the travel of the insured person outside home country.

### 3.2 TRAVEL ASSISTANCE CONDITIONS

Assistance is offered under the following conditions:

#### a) Rescue and lifesaving

1. In the event of a disaster, MGEN 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:
  - Rescuing an injured person;
  - 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.
  - 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, losing sense of direction or bad meteorological conditions alone, are not included in the coverage.
  - Recovering the body of a deceased insured party;
2. However, fees to find the body of a deceased person who is insured will not be compensated for.
3. 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.
4. 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.
5. It is the responsibility of the rescuer to judge the reasonable course of action to take (according to the technical problems that the recovery causes, its nature and the gravity of the injury, the route that needs to be taken for the transport etc.). Thereon, it is necessary to take into account that a lay party is not always in a position to judge the nature and gravity of the injury.

#### b) Medical evacuation and repatriation

1. 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. MGEN 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. Failing this, 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.

4. Medical evacuation assistance 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) Repatriation of the human remains**

1. In the event of death of the insured party during his 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. MGEN will cover the transport costs of the human remains up to the maximum limit. VYV IA will take care of all of the necessary formalities for the transportation of the human remains.
3. When it is absolutely necessary to make the transport possible, MGEN will cover the following costs until the maximum amount is reached in the table of coverage, the cost 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 explicitly 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 IA doctors.

**e) Remote medical advice**

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) Advice from local specialist doctors**

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 urgent medication**

VYV IA will organise and MGEN 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 MGEN.

**h) Sending of urgent messages**

MGEN 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) Repatriation of other insured parties in the same incident**

VYV IA will organise and MGEN 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 MGEN.

**j) Covering travel for a next of kin**

When the insured party has to be hospitalised for at least 7 days before his evacuation or repatriation, VYV IA will organise and MGEN 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.

### 3.3 EXCEPTIONAL CIRCUMSTANCES

1. The transportation of people (notably airlines) is 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 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.

### 3.4 SPECIFIC COVERAGE EXCLUSIONS

In addition to the exclusions and limitations outlined in the INSURANCE CONDITIONS SPECIFIC TO “ECO PLUS HIC” COVERAGE are excluded from the insurance coverage, and no compensation is due by MGEN, in the following situations and their consequences:

- 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 cm<sup>3</sup> and more;

- k) Any form of hunting;
- l) 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 MGEN.

## 4 EMERGENCY MEDICAL FEE CONDITIONS

### 4.1 MGEN CONDITIONS

1. MGEN will cover the costs for medical fees, as well as compulsory or complimentary medical insurance, relative to refund the treatment fees and hospitalisation brought on by an accident or a sudden non-pre-existing illness which has occurred during the insurance holder's travel outside the state or states where he is a citizen (nationality), sustained up to the amount of cover outlined in the insurance policy. The amount covered for urgent dental assistance is not greater than the amount outlined in the insurance policy.
2. The coverage extends to cover care worldwide excluding the United States of America (USA), Canada and Japan.
3. During the first month of stay in a country situated outside Europe, the coverage shall be valid only for the costs arising from an accident or illness of an emergency nature provided that the treatment has been performed by a doctor, generalist or specialist, or that the hospitalization was necessitated by the direct cause of the urgency and that it intervenes within 24 hours.
4. If the stay needs to be prolonged longer than a month, because curative treatment is necessary, after agreement from MGEN, the coverage remains valid as long as the insured person cannot complete his return journey without putting his health in danger. The coverage cannot however be extended by more than another month.

### 4.2 DEDUCTIBLE

1. Compensation from MGEN is subject to deductible of given amount of money in the insurance policy.
2. When an incident is covered, MGEN will directly refund the policyholder the assistance (other persons), the insured party will need to transfer an amount equal sum to the deductible of assistance or any other service. If MGEN needs to reimburse the insured party for medical fees that they have already settled (other persons), they will transfer the sum due minus the sum of the deductible.

### 4.3 SPECIFIC COVERAGE LIMITATIONS

1. In addition to the exclusions and limitations outlined in the INSURANCE CONDITIONS SPECIFIC TO "ECO PLUS HIC" COVERAGE, MGEN reserves the right to refuse the use of their services in the following cases:
  - a) Health checks, tests and other medical investigations, as well as any treatment being undertaken by the insured parties, their doctor or the hospital establishment where they have been admitted, that has not been approved by the doctors at MGEN;
  - b) Any treatment and any service supplied by the insured party's family member or next of kin are not covered;
  - c) Spontaneous consultations with specialists;

- d) Treatment of symptoms that were not caused by the pathological state which was diagnosed;
  - e) Treatment of a pre-existing health condition as well as the consequences or complications;
  - f) Treatment of symptoms of an illness or ailment that is developing, that require medication, medical treatment or a consultation before the effective date of the contract or start of the insured period;
  - g) Costs which have resulted from an untreated illness or accident at the time of departure;
  - h) Psychical, psychological or psychiatric illnesses, as well as their symptoms and consequences;
  - i) Consequences of a disease that is being treated and needs a recovery period;
  - j) Conditions occurring during a trip for the purpose of diagnosis and / or treatment;
  - k) Costs resulting from medication or treatment where the therapeutic nature is not recognised by Swiss legislation;
  - l) Consequences of infectious risk situations declared in the context of an epidemic, exposure to infectious biological agents, chemical agents, debilitating, neurotoxic, when the consequences result in quarantine organised by local and/or national health authorities of the destination country and/or travel company.
  - m) Medical fees incurred from the day when MGEN is able and has the right to carry out the repatriation of the insured party;
  - n) The acquisition of non-prescribed medicine by the insured party by a doctor that has been approved by MGEN;
  - o) Costs of contraception, voluntary termination of pregnancy and of childbirth;
  - p) Costs related to implants, prosthetics, apparatus and optical devices (glasses, contact lenses, etc.);
  - q) Operations of an aesthetic nature;
  - r) Costs of re-education, physiotherapy and chiropractic's spa treatment and thalassotherapy;
  - s) Costs to buy a vaccination and for the vaccination to be performed;
2. Furthermore, the insured party is not covered when taking a trip in the following situations:
- a) Dismissing medical advice;
  - b) After being diagnosed with a terminal illness;
  - c) Travelling with the intention of receiving medical treatment for a pre-existing health condition;
  - d) During an illness or when he is unable to work;
  - e) During pregnancy beyond the 6th month;
  - f) When a doctor has prescribed an operation which has never taken place before.

#### 4.4 INSURED EVENTS

1. Any student who has to interrupt the trip must inform VYV IA who will transfer the calculated indemnity on a *pro rata 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. MGEN 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.

#### 4.5 DUTIES IN THE EVENT OF CLAIM

1. Student or his beneficiaries must:
  - a) Inform the INSURER, 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 the INSURER;
  - b) Send to the INSURER, VYV IA or ADMINISRATOR all necessary documents to compile a file and proof, as well as evidence and the amount of the claim;
2. In all cases will be systematically requested to the student: the originals of the detailed invoices of the tour operator showing terrestrial services and transport services.
3. Communicate all necessary medical information with MGEN medical advisors on request for the file.

#### 4.6 SPECIFIC COVERAGE LIMITATIONS

In addition to the exclusions and limitations which are covered in the INSURANCE CONDITIONS SPECIFIC TO «ECO PLUS HIC» COVERAGE, 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 country 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 ADMINISTRATIVE ARRANGEMENTS

### 5.1 CALCULATING TIME LIMITS

1. The deadline which is set per day does not include the day which it starts from.
2. The deadline which is set per month or per year expires at midnight of the corresponding calendar day which it starts from; If there is not a corresponding date the next month, the period will expire the last day of the month.

## 5.2 COMMUNICATIONS AND NOTIFICATIONS

1. Notifications sent to ADMINISTRATOR, must be also sent in writing.
2. Agents, brokers and other insurance intermediaries are not able to receive these notifications, which are considered as not received from the INSURER.
3. If the policyholder or the insured party does not inform the INSURER contract administrator of the contract registered in the insurance proposal of a change in address, a declaration of intention is sufficient for validity from the contracting party, as long as it is sent to the last address registered for the policyholder or insured party. This declaration takes effect from the date which it is addressed, reaching the contractual party if there has not been any address change.

## 5.3 INSURANCE PREMIUMS AND REFUNDS

1. Collecting payment for the insurance premiums by the insurer is an essential element of the contract, regardless of the method of payment.
2. Insurance premiums can be paid in advance. The insurance premiums are annual. They are billed from the date when the coverage takes effect.
3. In any case, the first premium must be paid at the latest the day the policyholder or insured party is given the insurance policy.
4. Compensation for insurance premium due with insurance claims is forbidden.
5. Failure to pay for the insurance premium by the expiry date will automatically pass the insurance premium to the debtor, without that the INSURER will only give them formal notice.
6. If the INSURER renounces or defers the contract, their obligation to provide compensation is reinstated for all new claims for which the debtor would have paid for all of the insurance premiums specified until this date as well as, the basis of evidence, fees for giving notice (failing this evidence, the INSURER can bill an administrative fee of CHF 100.-).
7. The insurance coverage takes effect at 12:00 AM on the day following the date of reception by the INSURER (or by the person who got permission from the INSURER for this purpose) of the total insurance premiums due. However, there is no obligation to provide compensation if the contracted party only paid for the insurance premiums on the date they know of or think that a claim is a possibility.

## 5.4 MODIFICATION OF THE INSURANCE CONDITIONS

- A. In the event of a change in the insurance premium, the policyholder can terminate the contract in the conditions governing the termination;
  - The invalidity or cancellation of certain conditions by an administrative or legal body;
  - A change or repeal of law or rules on which the insurance contract was settled on;
  - Changes of legislation, administrative practice or legal practice that affect the terms, interpretation or validity of the contract or of certain of its provisions.
- B. The new conditions will be brought to the attention of the insurance policyholder at least two months before the date at which the change will take effect, subject to urgent events, such as, events of major force or of imperative legal, administrative or judicial cases.
- C. In the event of the insurance contract not being cancelled by the insurance policyholder, the new conditions will be assumed to have been accepted.

- D. The INSURER reserves the right to change the wording of certain contractual conditions at any time and without any notice, when their adoption is to correct typographical errors or obvious mistakes, to clarify or remove uncertainty around a point which is already covered in the text, or to improve the conditions for the insured party exclusively.

## 5.5 SAFEGUARD CLAUSE

1. The invalidity of a clause which features on the present insurance conditions, does not put into question the validity of other clauses.
2. In order to replace the invalid clause, the INSURER will introduce a reasonable clause, which is as close as possible, to the greatest possible and lawful degree, of the initial intention of the parties.

## 6 FINAL CLAUSES

### 6.1 INSURANCE CONTRACT DURATION

1. The insurance contract is agreed for a maximum duration of one year.
2. Provided that the insurance contract is not cancelled by one of the parties, the insurance contract can be renewed from year to year.
3. The insurance contract will start running from the day (at 12:00 AM) after the date outlined in the insurance policy and will close twelve months after.

### 6.2 TERMINATION OF THE INSURANCE CONTRACT

1. Each party has the right to cancel the contract by sending a registered letter to the other party to cancel the annual insurance contract and/or to seek an automatic renewal with 3 months written notice from the expiry date of his current annual contract.
2. In the event of an increase of the insurance premiums or a change in the insurance conditions, the policyholder can terminate the contract, by sending a registered letter to the CONTRACT ADMINISTRATOR or the INSURER, in one month's notice following their notification of the changes, and his cancellation will take effect the date that the announced changes will take effect.
3. Under the condition of the legal or contractual clauses stipulating the invalidity, retroactive termination, immediate termination or insurance contract termination in another time frame, the commission of a non-intentional mistake by the insured party and/or the policyholder is allowed by the INSURER in the following conditions:
4. a) Cancelling the insurance contract within a month, after having noticed the mistake;  
b) Requesting a change in the insurance contract within a month after having noticed the mistake, with the change taking retroactive effect from the date when they discovered the defect. In a case where the contracting party declines a change to the proposed contract or if they don't accept it within 14 days following its reception, the INSURER reserves the right to cancel the contract within 14 days.
5. If, in the context of insurance contracts grouping several insured persons, the conditions of a termination are given only for certain of them, the exercise of the right of cancellation may be limited to those persons.
6. If the policyholder cancels the collective insurance contract in its entirety, or cancels it for a certain number of people, he must, under the pain of possible invalidity of the cancellation, prove that the relevant insured parties are aware of the change and accept it. If certain insured parties concerned who have been subject to a cancelled

contract, request for a renewal, they can renew the contract they were in, by sending a registered letter to the INSURER or AON NL or EVASAN within 2 months of receiving a notification of the cancellation by the policyholder.

7. The insurance policy is automatically cancelled in the event of death, insolvency or bankruptcy of the policyholder. The insured parties however have the right to seek renewal of the insurance contract in the conditions outlined in paragraph 5 above, within 2 months from the date of death, insolvency or bankruptcy of the policyholder.

### 6.3 PROCESSING OF PERSONAL DATA

1. 15.3.1. Personal data provided upon application or amendment of the insurance cover or in the event of a claim are processed by the Insurer for the purpose of the insurance business and the prevention and combating of fraud.
2. 15.3.2. For the above purposes personal data may be shared with the Insurer group companies, brokers and other distribution parties, insurers and re-insurers, credit reference agencies, healthcare professionals and other service providers. Personal data will be shared with other third parties (including government authorities) if required by law. Personal data (including details of injuries) may be recorded on claims registers shared with other insurers. The Insurer may search these registers to detect and prevent fraud or to validate claims history or that of any other person or property likely to be involved in the insurance cover or claim. Personal data may be shared with prospective purchasers and purchasers of the Insurer or the business, and transferred upon a sale of the Insurer or transfer of business assets.
3. 15.3.3. Due to the global nature of the Insurer business, personal data may be transferred to parties located in other countries, including the United States with different data protection laws than in the Insured Person's country of residence.
4. 15.3.4. Appropriate legal and security measures are used to protect personal data. The Insurer service providers are also selected carefully and required to use appropriate protective measures. Personal data will be retained for the period necessary to fulfil the purposes described above.
5. 15.3.5. To request access or correct inaccurate personal data, or to request the deletion or suppression of personal data, or object to its use, please:

**Email to [dataprotection@evasan.com](mailto:dataprotection@evasan.com) or**

**SOS Evasan SA, Route de l'Etraz, CH -1267 Vich, [info@evasan.com](mailto:info@evasan.com)**

6. More details about the use of personal data by the Insurer can be found in the full Privacy Policy at [www.evasan.com](http://www.evasan.com).

### 6.4 APPLICABLE LAW AND JURISDICTION

1. The insurance contract is bound by the present insurance conditions as well as the specific conditions which apply to ancillary coverage which feature in each contract taken by the insurance policyholder, such that, it is adapted to the needs of the insured party where appropriate (additional SIC). In addition to the above provisions, Swiss law on the insurance contract (LCA) is applied in a suppletive manner.
2. In the event of divergences between the different linguistic versions of the INSURANCE CONDITIONS SPECIFIC TO «ECO PLUS HIC» COVERAGE, the English version is the legally valid binding version. In the event of legal proceedings between the parties regarding the interpretation or application of the insurance contract, the place of jurisdiction shall be subject to the application of international treaties: (a) Those who are resident of Switzerland of one of the parties when the action is brought against the insured party; (b) Those who are at the home of the defendant when the intended

action is being taken by the INSURER. If applicable, we reserve the right to impose the provisions specific to the Lugano Convention on 16th September 1988.

## 6.5 CONCILIATION AND COMPETENT JURISDICTION

1. Before engaging in any legal or arbitrary procedure linked to the contract and the insurance conditions, each party must engage with each other in writing to try to reach an amicable solution within 10 days following the start of the dispute.
2. In the event of failure of the attempt to reconcile, the INSURER will organise internal, free opposition proceedings for the insured party. Opening of the latter does not suspend any legal or contractual deadlines.
3. In case of legal proceedings, the courts of Canton Vaud shall have jurisdiction to hear disputes concerning the interpretation or execution of this contract.
4. The application of the mandatory provisions, conventional or legal, in the field of jurisdiction remains reserved.
5. Also reserved is the possibility for the parties to agree, with written agreement, an arbitration procedure to one or three arbitrators.

## 7 ENTRY INTO FORCE

The present INSURANCE CONDITIONS SPECIFIC TO «ECO PLUS HIC» COVERAGE enters into force on 01.03.2022 removing any right to previous insurance conditions covering the same product.

«ECO PLUS HIC» TABLE OF COVERAGE

The amounts outlined in the table below are the maximum amounts of compensation available per person per year.

INSURANCE CONDITIONS		Maximum amount of compensation and deductibles (CHF) per insured party per year
<b>BEFORE THE TRIP</b>		
<b>A</b>	<b>ASSISTANCE</b>	
1	Useful information	Actual cost
<b>DURING TRIP</b>		
<b>B</b>	<b>INSURANCE ASSISTANCE</b>	
1	Medical evacuation and medical repatriation	CHF 500'000.-*
2	Medical costs abroad insured by MGEN	CHF 200'000.- **
	Dental emergency	CHF 250.-
	Deductible	CHF 0.-
3	Search and rescue fees for sea and mountains insured by MGEN	CHF 30'000.-
4	Medical support	Actual cost
5	Remote medical advice	Actual cost
6	Advice from local specialist doctors	Actual cost
7	Medicine supply	Actual cost
8	Travel for next of kin in the event of hospitalisation (greater than 7 days)	Return ticket + CHF 150.-/ per night (Maximum 7 days)
9	Repatriation of human remains + Fees for first preservation	CHF 15' 000.-
10	Funeral costs	CHF 5'000.-
11	Repatriation of the rest of the insured party or of accompanying person	2 Return tickets +Taxi
12	Extending stay (after the planned return date)	CHF 150.-/ per night (Max.3 days)
15	Accompaniment for insured minors	Return ticket+Taxi
18	Sending urgency messages	Actual cost

**INFORMATION**

The coverage as above (excluding cancellation) are applicable only during the duration of the corresponding services during the effective duration of the trip, with a maximum of 62 days from the departure date.

\* With an aggregated maximum limit of CHF 2'500'000. - per year.

\*\* With an aggregated maximum limit of CHF 1'000'000. - per year.

\*\*\* with an aggregated maximum limit of CHF 5'000.- per year, of which CHF 1'000.- for valuable items.

