

## For any questions or communications

1 Should you have any oral or written question or communication to make in relation to this insurance product, its conclusion, conditions and implementation, the **MOBILITY HELPDESK** is happy to oblige and to inform or, as the case may be, to connect you with the competent service:

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## 1.1. Definitions

### 1.1.1. Who is the insurer?

SOS Evasan S.A., based in P.O.B. 5, 1267 Vich, Switzerland ("Evasan"), insures all risks enumerated in the General Conditions of Insurance ("GCI").

### 1.1.2. Who is the insurance taker?

1 The natural person or legal entity applying for and taking out the insurance policy on his own behalf or on behalf of a third party, and, who, as a result, are liable to pay the insurance premium.

2 When the insurance is taken out for a third party the insured party is the sole beneficiary. Any commitments the insurance taker may have made to third parties have no effect on the parties to the contract, even when those commitments have influenced its signing. Explicit exceptions in the Special Conditions of Insurance ("SCI") are reserved.

### 1.1.3. Who is the insured (party)?

1 The person who will benefit from Evasan's services. 2 The generic term "insured party" and any correlative terms will be used indiscriminately in the following text to refer to both genders.

### 1.1.4. What is understood by "family"?

Two adults and their children under 18 years of age, as identified on the policy document.

### 1.1.5. What is a next of kin?

Any person who has a close relationship with the insured party, whilst not necessarily being related.

### 1.1.6. What is a third party?

A person who is not in any way related to the insured party, is not his/her spouse or cohabiter and is not connected to them through work nor functioning as a corporate organ.

### 1.1.7. What is an insurance proposal?

1 The application submitted by the applicant to the insurer with a view to taking out an insurance policy. This application does not signify that the contract has been concluded (see 1.1.9).

2 The fact that the insurer has sent out the insurance proposal form to the applicant does not constitute an offer to take out insurance nor can it replace an insurance policy.

### 1.1.8. What is a certificate of insurance?

A document issued by the insurer to the applicant on request so that he can approach authorities (consulates, etc.) with a view to completing any necessary procedures. With this document that is issued only after receiving the premium payment, the insurer declares his willingness to enter into an agreement with the applicant provided that all the essentials in the contract (see 1.1.9) are subsequently fulfilled. A confirmation is not an insurance policy. The insurer has the right in case of a reimbursement of the premium to give the relative information to the third parties concerned.

### 1.1.9. What is an insurance contract?

1 The insurance contract is a mutual and agreed statement of the wishes of the applicant and the insurer, covering all the essentials of their relationship.

2 The key points of the policy to be fulfilled are as follows:

- review and approval of the GCI and SCI as submitted with the form;
  - completion and signature of the insurance proposal form and its potential enclosures;
  - Collection of the premium by the insurer;
  - acceptance of the applicant's application by the insurer and his willingness to conclude a contract.
- 3 An insurance policy for a third party can never cover nor be interpreted to cover the policy holder and a third party simultaneously.

### 1.1.10. What is an insurance policy document?

The document which confirms and proves the existence of an insurance policy and records the rights and obligations of the parties.

### 1.1.11. What are the 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 GCI and SCI, in which the contractual obligations come into force and within which the destination can be found.

### 1.1.12. What is a 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.

### 1.1.13. What is an accident?

Any sudden, unpredictable 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.

### 1.1.14. What is a 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.

### 1.1.15. What is a 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.

### 1.1.16. What is an "Alarm Centre"?

This is the assistance facilities and the team comprising doctors, technicians and operators provided by Evasan to offer 24/7 service to insured parties every single day of the year.

### 1.1.17. What is hospitalisation?

Admission to a hospital establishment for a period of 24 hours or more for an emergency operation which cannot be postponed.

### 1.1.18. What is an emergency treatment centre?

The place where the insured party is taken following an incident with a view to preparing for transfer or repatriation.

### 1.1.19. What is meant by "luggage"?

Suitcases or other containers (travel bags, rucksacks, etc.) and the personal effects which they contain.

### 1.1.20. What are personal effects?

Items intended for personal use by the insured party during the journey, i.e. clothes, shoes, toiletries, etc.

### 1.1.21. What is meant by precious items?

Items which are made from or which contain precious metals (platinum, gold, silver), precious stones or pearls or any other valuable substance (ivory, amber, etc.).

### 1.1.22. What are valuables?

Items which are not precious items but which still have a market value such as furs, works of art (paintings, statues, etc.), spectacles, binoculars, cameras, camcorders, audiovisual equipment, computer equipment, videos, sports equipment (skis, tennis racquets, golf clubs, surfboards, etc.).

### 1.1.23. What is a legal costs insurance?

An insurance cover in the case of a judiciary dispute, and if necessary, to receive legal advice.

### 1.1.24. What is compensation?

Compensation entails covering the costs of all services which the insurer is required to provide in the event of a claim. The upper limits of the services specified by the SCI which apply to each aspect of cover are given as compensation limit.

### 1.1.25. What is an excess (deductible)?

The fixed amount specified in the policy which the insured party will still have to pay in the event of a claim.

## 1.2. General Provisions which apply to all Evasan insurance cover

### 1.2.1. Legal basis

The insurance policy is governed by the present GCI and by the SCI which apply to each additional aspect of cover as included in each policy taken out by the policy holder. The SCI can be completed by additional SCI in order to take into account the insured's individual situation. Besides its imperative statutory provisions, the Swiss Federal Insurance Act (LCA) applies as an ancillary source. The general provisions shall apply provided that the special provisions which apply to each product do not specify otherwise.

### 1.2.2. Insured persons

1 The insurance applies solely to persons or groups of persons aged up to 70 years (incl.) and designated as beneficiaries in the insurance policy or on a list of names attached to the policy.

2 Under exceptional circumstances the insurer may extend the cover to persons aged between 70 up to a maximum of 84 years (incl.). Special rates will apply in this instance.

### 1.2.3. Insured events

Insured events are events which, without falling under those excluded by the policy terms, arise outside the country of domicile or habitual residence during the policy term and which are covered by the terms of the policy.

### 1.2.4. Policy term

The policy term is the period of time, agreed beforehand by the parties to the policy, within which the insured party may take one or more periods of cover. The latter will be specified by the SCI.

### 1.2.5. Periods of cover

1 Periods of cover are periods of time within the policy term during which the insured party is protected from the risks detailed in his cover. Again the latter will be specified by the SCI.

2 The policy term commences from midnight (12 pm) on the date specified in the policy and ends at midnight (12 pm) on the final day of the policy.

3 According to the type of cover contracted, the policy holder may be covered for several distinct periods as long as the starting date and the end date fall into the policy term.

4 In any case a period of cover, at the earliest, will start at midnight (12 pm) of the starting date of the policy term and will end, at the latest, at midnight (12 pm) on the day of the end of the policy term.

### 1.2.6. Premiums

Receipt of the premium payment by the insurer is an essential part of the policy, no matter what the method of payment is.

#### 1.2.7. Additional premium for sports and leisure activities

1 The sports option covers the risks associated with practising sports or other leisure activities which are not excluded by the GCI or SCI.

2 If the insured party intends or is likely to practice one of these activities during the period of cover, he is required to mention this in his application. If his application is accepted by **Evasan**, confirmation of the sports option and an additional premium will be mentioned on the policy.

#### 1.2.8. Partial benefits

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

2 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.

#### 1.2.9. Subrogation

The rights and claims of any natural person or legal entity that benefits in whole or in part from the guarantees provided in the insurance policy as stated in these GCI and SCI against the third party responsible for the event shall pass to **Evasan** up to the level of the compensation paid by the insurer.

#### 1.2.10. Intransférability 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.).

#### 1.2.11. Obligations of the insured party

##### a) Medical confidentiality

By accepting this document, the insured party releases all doctors and (para-) medical staff who have examined him both before and after the claim from their obligation to maintain medical confidentiality with respect to **Evasan**. Under penalty of forfeiture of its policy rights, the insured party commits himself to explicitly reiterate this authorisation after the claim has occurred and/or to sign the ad hoc authorisation form **Evasan** may submit to him.

##### b) Declaration in the event of an incident

1 In order to benefit from **Evasan's** services, the **Alarm Centre (accessible 24/7, 365 days a year)** must imperatively be contacted at once, i.e. at the first apparition of the claim and prior to any consultation:

**Phone: +41 22 929 52 52**

**Fax: +41 22 929 52 55**

3 If the insured party proves that he was entirely incapable of notifying **Evasan** or having them notified after the incident took place, especially because there was immediate danger to his life, any objectively possible speedy notice given by the insured party, policy holder, next of kin, the police, a medical establishment or any participant in the incident, will be considered a valid notice and will be considered as a valid notification by the insured party himself.

##### c) Documents to be provided in case of an incident

At the latest 60 days after the incident, 30 days after these documents were issued or, when applicable, 20 days after the date on which they were received as properly established by the insured party (post stamp or an attached official certification), the insured party must, at his own expense, provide **Evasan** with the original documents listed below. After that deadline **Evasan** will not provide any reimbursement.

- a) the accident report and/or the statements drawn up by the police authorities;
- b) the complete medical file drawn up by the doctor consulted or the hospital establishments visited as a consequence of or in relation to the incident;
- c) medical prescriptions;
- d) original invoices for medical treatments received by the insured party, hospitalisation and purchases of medication.

#### d) Additional information and documents

1 **Evasan** is entitled to insist that the insured party passes on any information and documentary evidence at his expenses which the insurer deems to be useful in establishing the veracity and circumstances of the claim and with a view to providing the service on behalf of the insured party.

2 If the request reaches the insured in writing, the latter will have a minimal delay of 7 days (legal notice) in order to furnish the requested information and documents; after that deadline has passed the insured party loses all rights stemming from the insurance policy.

#### 1.2.12. 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 **Evasan** of this fact in writing and without delay.

2 If the policy holder has intentionally omitted to notify **Evasan** of this fact or if he has taken out double insurance in view of obtaining an illicit profit by doing so, **Evasan** shall automatically be relieved of any contractual obligation in his respect.

#### 1.2.13. 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, **Evasan** 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.

#### 1.2.14. 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.

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).

#### 1.2.15. Extent of expenses covered

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

#### 1.2.16. General exclusions

The following situations are excluded from the scope of insurance, so that **Evasan** is relieved of any obligation to provide its services:

- a) if the insured party commits a crime or an offence which leads to the claim;

- b) any health effects resulting from ionising radiation (nuclear irradiation);
- c) health or bodily harm stemming from the knowingly or unknowingly manufacturing of chemical, biological or biochemical substances or the use of such or electro-magnetic waves as weapons (notwithstanding eventual collateral causes). All risks stemming from ABC – weapons, nuclear energy and other ionising radiation.
- d) Any claim stemming from an act of god (force majeure) or a natural disaster deriving from the unusual intensity of a natural agent (eg. volcanic eruptions, meteoritical fall, tidal wave, earthquake);
- e) if the insured party undertakes any hazardous activities which might give rise to substantial changes in the risk covered;
- f) if the insured party takes part in high-risk sports (parachuting, acrobatics, racing involving mechanical or motor vehicles, ski jumping, skiing outside marked territories, paragliding, canyoning, boxing, rugby and martial arts, etc.);
- g) war, whether declared or otherwise, and in all cases 48 hours after the Swiss Foreign Affairs Department or other official authorities have confirmed the start of hostilities;
- h) revolution, acts of sabotage, hooliganism or vandalism; strikes, roadblocks established during mass demonstrations and, in general terms, disturbances of any kind and measures taken to re-establish public order;
- i) epidemics and pandemics;
- j) if the insured party takes drugs and/or alcohol and/or other hallucinogenic products leading or contributing to the incident;
- k) suicide or attempted suicide;
- l) if an incident occurs in a country which is excluded under the policy or if it happens outside the effective cover periods.

#### 1.2.17. General limits of cover

a) Notwithstanding the other exclusions **Evasan** has the right to refuse provision of its services in the following cases and if deemed necessary, to cancel the contract:

1. if the insured party or any third party as specified in Point 1.2.11 does not report the incident immediately to **Evasan's Alarm Centre**;
2. if **Evasan** does not give prior mandatory approval before arranging and accepting responsibility for assistance or treatment, hospitalisation or the acquisition of medication by the insured party;
3. if the insured party does not provide **Evasan** with the necessary information and original documents or does not submit them within the delay;
4. any pre-existing health condition, as defined in Section 1.1.15. Moreover, **Evasan** reserves the right to reduce the amount of its benefits if the health condition of the insured person, even though not having pre-existed, bears heavy risks such as diabetes, high blood pressure, hypercholesterolemia, etc.;
5. incidents, troubles and complications associated with pregnancy where the risk was known or might reasonably have been foreseen before the date of departure ;
6. if the insured party does not notify the insurer of the existence of another insurance policy covering the same risks;
7. if the insured party fails to take measures which might reasonably have been expected to avoid substantial aggravation of the risk and thus prevent the incident from occurring in the first place;
8. any refusal to collaborate with respect to Section 1.2.11.

- b) If the insured party or any person making decisions on behalf of the insured party declines to accept the contractual services (eg. offer of repatriation) proposed in the event of an incident, the contract shall be suspended. Any costs incurred as a result of the insured party declining the insurer's services shall be assumed entirely by the insured party. In case that the insured party changes his mind before the end of the cover period, he shall assume any costs in relation with his prior refusal to accept the insurer's benefits (eg. costs induced by the extension of hospitalisation, etc.) as well as if his change of mind.

c) Under penalty of forfeiture of any contractual rights, the insured party and the insurance taker abstain from interfering with the claim's handling by **Evasan** without the latter's prior written consent.

**1.2.18. Applicable law and place of jurisdiction**

1 The parties are agreed that Swiss material law shall be apply to their present contractual relationship.

2 The parties are also agreed that for any disputes which might arise between them in respect of interpretation or application of the present insurance contract, the place of jurisdiction shall be as follows:

a) the jurisdiction at the Swiss domicile or head office of one of the parties if the action is brought by the insured party;

b) the jurisdiction at the defendant if the action is brought by the insurer.

**1.2.20 Entry into force**

The present GCI shall take effect from 15.11.2010 and replace all previous versions of the GCI in the eyes of the law.