

## 1.1. Definitions

### 1.1.1. Who is the insurer?

SOS Evasan S.A. based in Vich, Switzerland, hereafter referred to as **Evasan**.

### 1.1.2. Who is the policy holder?

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

When the insurance is taken out for a third party the insured party is the only beneficiary. Any commitments the policy holder may have made to the third party have no effect on the parties to this contract, even when those commitments have influenced its signing.

### 1.1.3. Who is the insured party?

The person who will benefit from **Evasan's** services.

The generic term « insured party » and any correlative terms will be used indiscriminately in the following text to refer to both males and females.

### 1.1.4. What is understood by the term “family”?

Two adults and their children aged 18 years and under, 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?

Any person who is not in any way related to the insured party and is not his/her spouse or cohabitee.

### 1.1.7. What is an insurance proposal?

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

The fact that the insurer has sent out the insurance proposal form to the applicant does not constitute an offer to take out insurance and is merely a request for an application. An insurance proposal can never take the place of an insurance policy.

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

A certificate of insurance is a statement provided by the insurer to the applicant on his request so that he can approach third parties (embassies, etc.) with a view to completing any administrative procedures necessary. With this document, that is issued only after receiving the premium payment, the insurer confirms his willingness to enter into an agreement with the applicant on the condition that all the key points in the contract (see 1.1.9) be subsequently fulfilled. A certificate of insurance cannot replace an insurance policy.

### 1.1.9. What is an insurance policy?

The insurance policy is a mutual and agreed statement of the wishes of the applicant and the insurer, covering all the key points of their relationship.

The key points of the policy, all of which are necessary, are as follows:

- review and approval of the General Conditions of Insurance (CGA) and the Special Conditions (CPA);
- completion of the proposal form and of any ancillary forms;
- receipt of premium payment by the insurer;
- acceptance of the applicant's application.

An insurance policy for a third party can never cover the policy holder and a third party simultaneously.

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

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

### 1.1.11. What is the destination and the territory?

The destination is the place which the insured party intends to travel to during his trip.

The territory is the geographic or political region, as it is defined in the contract and in the appropriate CPA and CGA, in which the contractual obligations enter into force and within which the destination can be found.

### 1.1.12. What is an incident?

The unintentional event that occurs within the period and under the conditions specified in the policy 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 damaging, sudden, unforeseeable and involuntary injury affecting the human body that is caused by a violent and external source which affects the physical health of the insured party and can be identified objectively.

### 1.1.14. What is a sudden illness?

Any unintended negative change in health that requires professional examination, treatment, or medical attention that is not due to an accident or a pre-existing condition

### 1.1.15. What is a pre-existing condition?

Any change in health, disease or illness, be it physical or psychological that **had objectively existed prior to the signature** of the insurance policy and whose manifestation, consequences or complications require treatment, professional examination, tests or a medical intervention during the period of time covered by the insurance.

### 1.1.16. What is an “Alarm Centre”?

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

### 1.1.17. What is a medical department?

A medical team which is permanently on duty in an emergency unit.

### 1.1.18. What is hospitalisation?

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

### 1.1.19. 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.

### 1.1.20. What is compensation?

Compensation entails covering the costs of all services which the insurer is required to provide in the event of a claim.

### 1.1.21. What is an excess?

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

### 1.1.22. What is the maximum amount of compensation payable?

The upper limit of services to be provided as stated in the Special Conditions (CPA) with respect to each form of insurance cover.

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

### 1.2.1. Statutory sources

The insurance policy is governed by the present General Conditions of Insurance (CGA) and by the specific conditions of the ancillary cover stated in each policy signed by the policy holder, such as, where appropriate, when they are adapted to the insured party (CPA). This legal framework is complemented by the Swiss Federal Insurance Policies Act (LCA).

The CGA shall apply providing that the CPA which apply to each product do not specify otherwise (lex specialis derogat generali).

### 1.2.2. Insured persons

The insurance applies solely to persons or groups of persons aged 70 or younger and nominated as

beneficiaries in the insurance policy or on a list of names attached to the policy.

Under exceptional circumstances the insurer may extend the cover to persons aged over 70, up to and including a maximum age of 84. Special rates will be applied in this instance.

### 1.2.3. Insured events

Insured events are events that occur while the insured party is travelling during the policy term and which are covered by the terms of the policy.

### 1.2.4. Insurance policy term

The policy term is the period within which, depending on the type of cover contracted, the insured party may take one or more periods of cover. It is determined by the Special Conditions of Cover (CPA).

### 1.2.5. Periods of cover

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. The length of these periods is determined by the Special Conditions of Cover (CPA).

The periods of cover start from midnight of the starting date on the policy and ends at midnight of the last day stated in the policy.

When the type of cover allows it several periods of cover may be taken. Both the starting date and the end date of the last period of cover must fall within the policy term. The CPA define the details.

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

### 1.2.6. Premiums

Receiving 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

The sports option covers the risks associated with practicing sports or other leisure activities which are not specified in the general or specific exclusion clauses of these General Conditions of Insurance (CGA) and Special Conditions (CPA).

If the insured party intends to practice one of these sports during the period of cover or one of the periods of cover, he is required to mention this in his application. If his application is accepted by the insurer, confirmation of the sports option and an additional premium will be noted in the policy document.

### 1.2.8. Partial services

If the insured party only uses some of the services provided by Evasan, the latter is not required to supply cash compensation or alternative services of any form 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.

### 1.2.9. 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 CGA and CPA against the third party responsible for the event shall pass to **Evasan** up to the level of compensation paid by the insurer.

### 1.2.10. In transferability of debts to third parties

No debt possibly stemming from the insurance policy can be transferred to a third party (e.g. hospital, company, work colleague, general authorities, etc.).

### 1.2.11. Obligations of the insured party

#### a) Medical confidentiality

By accepting this document, the insured party releases all doctors and paramedical staff who have examined him or taken care of him both before and after the

incident from their obligation to maintain medical confidentiality with respect to **Evasan**. When necessary, the insured party commits himself to explicitly reiterate this commitment after the claim has occurred and/or to sign the ad hoc authorisation form **Evasan** may submit to him. A refusal on the part of the insured party would lead to the loss of his policy rights.

#### b) Alerting when there is an incident

In order to benefit from **Evasan's** services, the **Alarm Centre (accessible 24/7, 365 days a year)** must imperatively be contacted within 24 hours of the incident:

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

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

If the insured party is unable to notify **Evasan** in the 24-hour period previously mentioned the notice provided as speedily as objectively possible by the insured party, policy holder, next of kin, the police, a medical establishment or any party to the incident, will be considered a valid notice.

#### c) Documents to provide when an incident occurs

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 (by postmark 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.

- the accident report and/or the statements drawn up by the police authorities;
- the complete medical file drawn up by the doctor consulted or the hospital establishments visited in relation to the incident;
- prescriptions and other documents of recommended medical care;
- original invoices for medical treatments received by the insured party, hospitalisation and purchases of medication.

In all cases, the insured party will not be entitled to reimbursement or compensation in respect of services which were not requested during the journey and which were not arranged by **Evasan**.

#### d) Information and additional documents

On **Evasan's** request, the insured party must provide, at his own expense, all information on the facts of the case of which he has knowledge as well as anything that might help to clarify the circumstances in which the incident took place, to determine its consequences or to establish the veracity of the claim.

When he is making the request in writing, the insurer can give the insured party a reasonable space of time (legal notice) in which to provide the information or documents requested, after that deadline has passed the insured party loses all rights stemming from the insurance policy.

#### 1.2.12. Double insurance

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.

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

#### 1.2.13. Non-disclosure

If the person submitting the insurance proposal has, while insurance policy was being concerted, omitted or stated inexact information that he knew or should have known, **Evasan** has the right to terminate the policy in writing in 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 incidents that took place when the information not disclosed influenced the occurrence or scope of those incidents. To that extent the insurer is entitled to reimbursement for the services provided.

#### 1.2.14. Aggravation of risk

If the insured party causes a significant aggravation of risk during the term of the insurance, **Evasan** shall cease to be bound by the policy. The insured party has the obligation to inform **Evasan** immediately by calling the Alarm Centre, this should be followed by a signed letter.

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 **Evasan** as stated in the previous paragraph. If the insured party provides such notification **Evasan** reserves the right to terminate the policy in the 14 days following the notification.

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).

#### 1.2.15. Extent of expenses covered

The services provided in the context of the CGA and CPA have to be effective, appropriate and minimize cost. Each of these three characteristics needs to be proven with scientific methods. If this is not done **Evasan** reserves the right to reasonably reduce the amount of services it provides.

#### 1.2.16. General exemptions

a. In the following cases and without affecting the other exemption clauses **Evasan** has the right to refuse its services and, where appropriate, cancel the policy:

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. late or non-existent communication by the insured party of information or original evidence necessary for **Evasan** to investigate or resolve the claim;
4. any pre-existing condition as defined in Point 1.1.15. Furthermore, **Evasan** reserves the right to reduce the amount of services it provides when the state of the insured party reveals important risk factors such as diabetes, hypertension, hypercholesterolemia etc.
5. the occurrences, discomforts and complications linked to pregnancy whose risk was known or reasonably foreseeable before the departure date of the trip;
6. if the insured party does not notify **Evasan** of the existence of another insurance policy covering the same risks;
7. failure by the insured party to take measures which might reasonably have been expected to avoid substantial risk aggravation and thus prevent the incident from occurring in the first place;
8. any refusal to cooperate as defined in Point 1.2.11.

b. Any refusal on the part of the insured party or by the person that decides in his name, of the insurance policy's services (e.g. repatriation offers) prepared for when an incident occurs will cancel the policy, the costs incurred from such a refusal are to be covered entirely by the insured party.

If there is a change of opinion before the end of the period of cover, the costs stemming from the refusal to accept initial care (e.g. costs relating to

prolonged hospitalisation etc.) and to the changed decision will be covered by the insured party.

#### 1.2.17. General exclusions

**Evasan** is relieved of any obligation to provide its services in the following cases:

1. if the insured party commits a crime or an offence which leads to the claim;
2. any health effects resulting from ionising radiation (nuclear irradiation);
3. if the insured party undertakes any dangerous activities which might give rise to substantial changes in the risk covered;
4. if the insured party takes part in high-risk sports (parachuting, acrobatics, racing involving mechanical vehicles, ski jumping, paragliding, white-water rafting, boxing, rugby, martial arts etc.);
5. war, whether declared or otherwise, and in all cases 48 hours after the Federal Foreign Affairs Department or other official authorities have confirmed the start of hostilities;
6. revolution, acts of sabotage, hooliganism, vandalism, strikes, roadblocks established during mass demonstrations and, in general terms, disturbances of any kind and measures taken to re-establish order;
7. epidemics;
8. if the insured party takes drugs and/or alcohol and/or other hallucinogenic products and this leads to or contributes to leading to the incident covered by the claim;
9. suicide or attempted suicide;
10. when the incident occurs in a territory that is not covered in the policy or outside the policy's cover dates.

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

The parties agree that Swiss law shall be the applicable law for the present policy. Where there are discrepancies between different language versions of the CGA and CPA, the French version will be authoritative.

If there is a dispute between the parties over the interpretation or the application of the insurance policy, of which the CGA and CPA are an integral part, the jurisdiction is (a) the domicile or head office of one of the parties if the action is brought by the policy holder; (b) the domicile of the policy holder or the insured party if the action is brought by **Evasan**. The specific provisions of the Lugano Convention of 16 September 1988 are used where applicable.

#### 1.2.19. Validity

The present CGA shall take effect from June 1<sup>st</sup>, 2007. It replaces all previous versions of CGA in the eyes of the law.