

## 5.1. Limitations

### 5.1.1. Purpose of cover

To insure travellers, subject or not to entrance visas on the territory covered, travelling outside their country of domicile or habitual residence.

This additional cover is in addition to the obligatory social security cover and cover provided by any other insurance which the insured party may have taken out previously if this has proved to be insufficient.

### 5.1.2. Insured persons

The insurance applies solely to persons or groups of persons aged between 1 month and 70 years of age inclusive, 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 between 70 up to a maximum of 84 years. Special rates will be applied in this instance.

**This cover considers as "insured persons" those that do not have their domicile nor their habitual residence in any of the following territories: the continents of North and South America (including Central America), Oceania (including Australia), Japan and China, all African territories south of the equator (including those that are crossed by it).**

### 5.1.3. Territory

The insured party is covered during his stay in the countries listed on the insurance policy, as well as in the States party to the Schengen Agreements, the members States of the European Union and EFTA (not including overseas territories).

The right to potential services ends when the insured party has returned to his country of domicile or habitual residence.

### 5.1.4. Insurance policy term

The longest term or period of time the insurance policy can run for is 6 months.

When the other essential conditions are met, the duration of the policy starts at midnight of day the premium payment has been received and ends at midnight on its end date.

### 5.1.5. 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 90 consecutive days and must occur within the period of time granted by the entry visa.

All periods of cover must begin and end within the dates of the insurance policy term 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 mean time **Evasan** 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.

### 5.1.6. Reimbursement of the insurance premium

Reimbursement of the premium is possible in the following cases:

a) If the insured party does not obtain a visa, **Evasan** will refund the insurance premium within 30 banking days following written notification by the policy holder enclosing the rejection letter from the competent authority and subject to a deduction of **10% of the premium amount** to cover administration costs up to a maximum amount of **€ 10.-**. This refund can only be made before the date on which the period of cover is due to start.

b) **Evasan** can also reimburse the insurance premium, in accordance with the previous paragraph, when the insured party or a rightful person is able to prove that there was an objective impediment to travel with appropriate medical certificates, a death certificate of the insured party, certification that they have been summoned by the authorities (police, judicial or administrative) or with other documents that can prove that there was an impediment to travel. In such cases the reimbursement can be requested as long as no more than a third of the duration of the cover has lapsed.

### 5.1.6. Main cover: assistance

**Evasan** guarantees, within the limits of the law and the policy, that it will provide assistance to individuals in difficulties when travelling outside their place of domicile or habitual residence.

Assistance is understood to mean a commitment by the insurer to provide immediate aid to the beneficiary of an insurance policy when the latter finds himself in difficulties as a result of a chance event, in the cases and conditions specified in the contract. However, **providing emergency assistance does not exclude the possibility of receiving aid according to the CGA and CPA (the General and Special insurance conditions).**

This aid may consist of services in cash or in kind.

The services included in additional cover aim to facilitate the main cover services.

### 5.1.7. Additional cover: emergency medical costs

**Evasan** will cover medical and hospitalisation costs caused by a sudden illness or an accident which occurred when the insured party was travelling outside his country of domicile or habitual residence.

## 5.2. Services specific to assistance

### 5.2.1. Evasan's services

The term assistance entails the following:

#### a) Search and rescue

When an incident occurs **Evasan** will help with search and/or rescue costs incurred by the competent authorities up to a figure of **€ 5,000.-**.

#### b) Transfer and repatriation

As soon as the condition of the insured party, who has experienced a sudden illness or an accident, requires it and provided that the doctors responsible for the insured party give their consent, **Evasan** will arrange and pay for transfer of the insured party to the nearest appropriate hospital.

**Evasan** will cover transfer costs up to a maximum of **€ 30, 000.-**.

As soon as the condition of the insured party, who has experienced a sudden illness or an accident, allows it and provided that the doctors responsible for the insured party give their consent, **Evasan** will arrange and pay for repatriation of the insured party to his domicile or habitual residence. **Evasan** has the right to choose the means of transportation it deems most appropriate (be it via air, land or sea).

**Evasan** will cover all reasonable and usual repatriation costs and that were actually incurred during transport.

Services such as transfer and/or, when necessary, repatriation on health grounds will only be provided subject to the approval of the **Evasan** medical department, which liaises closely with the doctors

treating the patient or the doctors in the emergency treatment centre.

#### c) Repatriation of mortal remains

In the event of the death of the insured party during the journey or visit, **Evasan** will arrange for his mortal remains to be repatriated from the place of death to the funeral site within his State of domicile or habitual residence. Repatriation is carried out in accordance with the appropriate national laws and international conventions and only if it is feasible.

**Evasan** will pay for the costs of transporting the mortal remains up to a maximum sum of **€ 5,000.-**. **Evasan** will pay for all formalities associated with transporting the mortal remains.

When they are objectively necessary so as to make transportation possible **Evasan** will cover the following costs up to a maximum amount of **€ 1,500.-**: costs related to initial preservation, maintenance, laying in coffin, arrangements specifically related to transportation, preservation services required by law, preparation and coffin costs for the simplest model required for transport and in accordance with local and international laws. The following items are not covered: Expenses related to embalming, burial, the funeral ceremony or other costs.

#### d) Medical accompaniment

During transfer or, when necessary, repatriation, the insured party is accompanied and assisted by medical staff and/or paramedical staff with the required expertise to care for the patient's condition as requested by **Evasan's** doctors.

#### e) Long-distance medical advice

When the insured party requires long-distance medical advice, **Evasan** puts him, at the insurer's expense, in contact with an independent doctor that is qualified to answer the questions pertaining to his state of health. The opinion provided by that doctor and the consequence that it may have are not binding on **Evasan**.

#### f) Recommendation of local specialist doctors

If an initial examination reveals that the insured party is in a critical condition which requires specialist intervention, **Evasan** will supply the insured party, at his request or at the request of the doctor treating the patient at the place where the incident occurred, with the name of a doctor specialising in this area provided that such a specialist exists in the region in which the insured party is located and without **Evasan** incurring any responsibility for the medical treatment given by the doctor in question in this respect and any eventual consequences of this treatment.

#### g) Emergency dispatch of medication

**Evasan** will arrange and pay for the dispatch of medication required in order to treat the insured party if this is not available in the country in which the incident has occurred, providing that this medication is available in Switzerland and that use of this medication is permitted in the place where they are to be used. **Evasan** will pay the costs associated with dispatching this medication.

#### h) Provision of an interpreter

In order to facilitate contact with the doctors treating the insured party or the authorities in the country where the insured party has been hospitalised following the incident, **Evasan** will pay for an interpreter for a maximum period corresponding to 8 hours' interpreting work at the appropriate rate in the country in question if the assistance of an interpreter proves to be essential in view of the linguistic abilities of the insured party. The choice of interpreter is **Evasan's** prerogative.

#### i) Transmission of urgent messages

**Evasan** undertakes to transmit urgent messages free of charge on behalf of the insured party to any person in the country of domicile or habitual residence of the insured party and nominated by the latter if the insured party is not capable of communicating with the nominated person himself.

#### j) Repatriation of other insured parties involved in the same incident

**Evasan** will arrange and pay for the repatriation costs of any insured parties involved in the same incident if they are unable to return by their intended means of transport as long as they are insured with **Evasan**.

#### **k) Transport of next of kin**

If the insured party requires hospitalisation for at least 7 days prior to transfer or repatriation, **Evasan** will arrange and pay for a return journey in economy class for a next of kin to travel to the hospital in question. The latter is responsible for his own accommodation costs.

#### **5.2.2. Special limitations**

In addition to the exclusions specified in the CGA, **Evasan** is not required to provide any services for the consequences of following situations:

- a) if the insured party behaves abusively in requesting **Evasan** to organise his transfer or repatriation whereas he is in fact suffering from a minor affliction or injury which could be treated in situ and which would not prevent him from continuing his journey or his holiday;
- b) accidents caused by the symptoms of epilepsy and malaria;
- c) removal or transplants of organs, tissue or cells;
- d) pregnancy and related complications, voluntary interruption of pregnancy, delivery, in vitro fertilisation and its consequences;
- e) running away and kidnapping;
- f) practising sports as part of an official competition organised by a sporting association for which a licence is issued, plus training with a view to entering competitions;
- g) ignoring official prohibitions, as well as not respecting the official rules concerning the safe practice of a given sporting and/or leisure activity;
- h) taking part in a mechanical sport at any level, use of motorcycles with an engine size of 49 cm<sup>3</sup> or more;
- i) any type of hunting;
- j) the cost of meals in restaurants;
- k) costs associated with excess baggage charges in the event of repatriation by plane;
- l) customs costs;
- m) if the insured party intends to remain in the territory where the incident occurred (asylum request, marriage, etc.)

#### **5.3. Services associated with emergency medical expenses**

##### **5.3.1. Evasan's services**

**Evasan** will pay for emergency medical expenses resulting from an accident or sudden illness which is not due to a pre-existing condition and which occurs when the insured party is travelling outside his country of domicile or habitual residence, up to the sum specified in the policy, but subject to a maximum of € 30,000.-.

The sum covered for emergency dental expenses will not exceed € 250.-.

##### **5.3.2. Excess**

**Evasan's** services are subject to a maximum excess of € 250.- per claim. The amount depends on the age of the insured party and is stated in the policy.

When the third party payer system is applicable the insured party commits to paying an amount equal to the excess to the care provider or any other service provider when there is an incident. If **Evasan** is legally bound to make a payment, the insurer will pay the amount due after deducting the amount that the insured party paid as excess.

##### **5.3.3. Special limitations**

In addition to the exclusions stated in the CGA, the following are not covered by **Evasan**:

- a) medical examinations or other medical investigations plus any treatment undertaken by the insured party, his doctor or the hospital establishment to which he has been admitted which has not been approved by **Evasan's** doctors;

- b) treatment of symptoms which would not have been caused by a duly diagnosed pathological condition;
- c) treatment of a pre-existing medical condition and any of its consequences or complications;
- d) treatment of symptoms of an illness or injury, about which any reasonable person would have sought care, had medical treatment or consulted a doctor as soon as these symptoms appeared and in any event before the effective start date of the policy;
- e) diseases of psychological or psychiatric origin, as well as their symptoms and consequences;
- f) the consequences of a complaint that is being treated that requires a period of convalescence;
- g) complaints occurring during a trip taken for the purpose of diagnosis and/or treatment;
- h) the costs stemming from care or treatments whose therapeutic character is not recognised under Swiss law;
- i) the consequences of situations with declared risks of infection in the context of epidemics, exposure to infectious biological agents, chemical agents, incapacitating agents, neurotoxins, when their consequences lead to being placed in quarantine by the local sanitary authorities and/or the national authorities of the destination country and/or country of travel;
- j) the costs stemming from care and treatment of diseases of cancerous, infectious or parasitic origin;
- k) costs caused by an illness or accident which was not stabilised on departure;
- l) spontaneous consultations with specialists;
- m) medical check-ups and associated expenses;
- n) hospitalisation costs incurred from the date on which **Evasan** is in a position to and is entitled to arrange repatriation of the insured party;
- o) Acquisition by the insured party of medication not prescribed by a doctor approved by **Evasan**;
- p) contraception costs;
- q) costs related to implants, prostheses, optical equipment and ancillaries (glasses, contact lenses, etc.);
- r) operations for aesthetic reasons;
- s) rehabilitation, physiotherapy and chiropractic costs;
- t) thermal cure and thalassotherapy costs;
- u) costs associated with the purchase of vaccines and vaccination costs.

The insured party is also no longer covered if the journey is taken in the following situations:

- v) in defiance of medical advice to the contrary;
- w) after being diagnosed with a terminal illness;
- x) if the insured party has the intention of obtaining medical treatment for a pre-existing condition;
- y) during an illness or period of inability to work;
- z) if a doctor has recommended an operation which has not yet been performed.

##### **5.3.4. Validity**

The present CPA shall take effect from June 1<sup>st</sup>, 2007 and replaces all previous versions of the General Insurance Conditions and Special Conditions in the eyes of the law.