

**Special Insurance Conditions "SWISSAIRBAG"**
**2. Limitations**
**2.1. Purpose of cover**

1 Insurance cover for expatriated persons worldwide.  
 2 This additional cover complements the obligatory social security insurances as well as other insurances which the insured party may have taken out previously if this has proved to be insufficient. The same goes for other services provided by the affiliation to an association.

**3 Catalogues of Services:**

Insurance	Cover	Max. insured sum	
Assistance	1. Search and Rescue 2. Evacuation and medical repatriation 3. Repatriation of mortal remains 4. Medical accompaniment, Long-distance medical advice, recommendation of local specialists, emergency dispatch of medication, transmission of urgent messages 5. Provision of an interpreter 6. Repatriation of other insured parties involved in the same incident 7. Transport of next of kin	Per case	CHF 20'000.-
		Per case	CHF 250'000.-
		Per case	CHF 20'000.-
		Per case	Effective costs
		Per case	8 hours
		Per case	Effective costs
		Per case	Effective costs. (Economy Class).
Emergency medical costs	1. hospitalisation 2. dental treatment	Per case Per case	CHF 100'000.- CHF 250.-
Travel cancellation		Per case	According to the policy, however, max. CHF 10'000.-
Advance payment because of impossibility to return		Per case	CHF 1'000.- (advance)
Flight delay	Expenditures for transportation, hotel, board and transfer	Per case	According to the policy, however max. CHF 1'000.-
Delay of luggage	Buying of essential items	Per case	CHF 500.-, resp. CHF 1'000.- after 48 hours.
Luggage insurance	Lost or stolen luggage	Per case	CHF 10'000.-
Liability	Compensation for the damage caused by a third party	Per case	CHF 500'000.- (bodily harm) CHF 100'000.- (material damage; animal)
Capital in case of accident, invalidity or death		Per case	CHF 500'000.- (Invalidity) CHF 250'000.- (death)
Legal costs insurance		Per event	CHF 250'000.- Europe; CHF 100'000.- outside Europe

**2.2. Insured persons**

1 The insurance applies solely to persons or groups of persons aged between 3 months and 70 years of age

inclusive and nominated as beneficiaries in the policy contract or on a nominative list added to the policy.  
 2 Under exceptional circumstances the insurer may extend the cover to persons up to, and including, a maximum age of 84. A special rate will have to be applied in this case.

**2.3. Territory**

1 The insured party is covered worldwide, however, outside the country in which he has his permanent or habitual residence. Countries such as the USA, Canada and Japan and territories according to article 1.2.16. do not fall into the covered territories and are excluded from any insurance cover.  
 2 The right to potential benefits ends as soon as the insured party has returned to his permanent or habitual residence.

**2.4. Insurance policy term**

1 The period of cover represents up to a maximum of 12 months.  
 2 When the other essential conditions are met, the duration of the policy starts at midnight of the day the premium payment was received and ends at midnight on the day set in the policy.

**2.5. Periods of insurance cover**
**a) Definition**

1 The period of cover represents the actual duration of the trip and the sojourn of the insured party.  
 2 A period of cover must start and end within the duration date of the insurance policy. The starting date will be stipulated in the insurance policy.

**b) Flexibility**

1 The insured party can trigger several chronologically separate periods of cover within the policy's term of validity.  
 2 In any case, only the following documents are accepted as proof of having sojourned and entered: 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 bearing both name and date (e.g. plane tickets, trains, buses etc). If the insured party does or cannot provide any such document of their trip and their entry in Switzerland, the commencing date of the period of cover laid down in the insurance policy will be authoritative.

**c) Option: Additional premium for a security extension of cover**

By means of an additional premium mentioned on the policy, a security cover period of up to max. 5 days may be taken in favour of the insured. This security cover becomes effective if the insured cannot be held responsible for not being able to return to his country of domicile or to his habitual country of residence on time and prior to the ending of the contract's coverage (i.e. following the closing of the airport due to a natural catastrophe).

**2.6. Reimbursement of the insurance premium**

Evasan is willing to reimburse the insurance premium in the event that:

- the insured party or a rightful person is able to prove with original medical certificates, death certificate of the insured party, certification that they have been summoned by the authorities (police, judiciary or administrative) or with other original documents that there is an objective 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.
- the insured party does not obtain a visa for the country of destination; Evasan undertakes to refund the insurance premium within 30 banking days following the written notification by the policy holder attaching the letter of rejection from the competent authority. The refund can only take place prior to the date on which the period of cover is due to become effective.
- Evasan will deduct an administrative fee of **CHF 60.-** in case of any reimbursement.

**2.7. Overview of the coverage**
**2.7.1. Main cover: Assistance**

a) Evasan will assist persons within the legal and contractual frame who find themselves confronted with difficulties when travelling outside their country of domicile or habitual country of residence.

b) Provided that Evasan be immediately informed and has an objective possibility to intervene, the insurer will provide immediate assistance to the beneficiary 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 prejudice to Evasan's decision as to the financial cover according to the GCI and SCl.  
 b) This aid may consist of services in cash or in kind. The services in an adjoining risk cover aim to facilitate the main cover services.

**2.7.2. Cover of adjoining risk: Costs for medical emergency**

Evasan will cover emergency medical and hospital costs resulting from a sudden illness or an accident which occurs when the insured party is travelling outside his country of domicile or habitual residence.

**2.7.3. Cover of adjoining risk: Travel cancellation**

Evasan will cover the incurred costs in case of a travel withdrawal before commencing the journey as well as the costs resulting from the consequences of a delayed travel start or an interrupted journey.

**2.7.4. Cover of adjoining risk: Flight delay**

Evasan covers within the frame of the contract the costs resulting from a delayed flight, i.e. hotel accommodation, transfer from and to the airport, meals and beverage.

**2.7.5. Cover of adjoining risk: Delay of luggage**

In the event of a delay of luggage, Evasan will cover the costs of a bridge over for first necessity and essential items (toiletries bag).

**2.7.6. Cover of adjoining risk: Luggage**

In the event of unintentional loss, damage, robbery or theft of luggage Evasan will pay the insured party and refund the value of the luggage.

**2.7.7. Cover of adjoining Risk: Civil liability**

Evasan will cover the liability insurance in the event of damages the insured party incurred during his travel outside his domicile country or country of habitual residence.

**2.7.8. Cover of adjoining risk: Capital in the event of accident**

Evasan pays a capital in the event of an accident resulting in death or invalidity.

**2.7.9. Cover of adjoining risk: Legal costs insurance**

The legal costs insurance **DAS** covers the legal costs or those for a necessary legal advice that might arise when travelling.

**2.7.10. Maximum amount of indemnity per case**

1 Payments of compensation by Evasan per basic event (independent from the number of the thereof directly or indirectly resulting damages) will be limited as follows:

- Coverages as stipulated under art. 2.7.3. to 2.7.6.: **CHF 100'000.-**.
- Coverages as stipulated under art. 2.7.7.: see sums mentioned in art. 10.3.
- Coverages as stipulated under art. 2.7.1. and 2.7.2.: **CHF 200'000.-**.
- Coverage as stipulated under art. 2.7.9.: see sums mentioned in art. 12.1

2 All damages caused or resulting from a disaster or a natural event which happen within the following 168 consecutive hours (e.g. tsunami, flooding, volcanic eruptions as well as volcanic ash blocking the airspace for planes, landslides, tornados, cyclones or similar events) are considered one damage independently from the number of the insured afflicted. If the indemnity exceeds the maximum amount of indemnity stipulated in the insurance policy, the beneficiaries will each receive an indemnity pro rata.

**3. Services specific to Assistance**
**3.1 Territory**

The insured party is covered when he is absent or travelling away from his domicile or place of habitual residence in the European union from the first kilometer on.

The territory covered is: the entire world, except for the territories not included in the CGA and CPA (the General and Special insurance conditions).

### 3.2. Evasan's services

The following assistance benefits may be granted under this contract:

#### a) Search and rescue of the insured

**Evasan** participates in the costs for search and/or rescue incurred by the competent authorities up to the sum of **CHF 20'000.-**;

#### b) Transfer and repatriation

1 As soon as the insured party's condition who has experienced a sudden illness or an accident requires it and provided the doctors responsible for the insured party give their consent, **Evasan** will pay for his transfer to the nearest appropriate hospital. **Evasan** covers the cost for a medical transfer up to a maximum of **CHF 100'000.-**.

2 As soon as the condition of the insured party, who has experienced a sudden illness or an accident, permits and provided the doctors responsible for the insured party give their consent, **Evasan** will arrange and pay for his repatriation to his domicile or habitual residence.

3 If the insured party or his next of kin decide not to be repatriated to his habitual residence, **Evasan** will organise repatriation to his domicile. **Evasan** has the right to choose the means of transportation it deems most appropriate (by air, land or sea). **Evasan** will cover all reasonable and usual repatriation costs actually incurred relative to the transport.

4 Services such as transfer and/or, when necessary, repatriation for reasons of health 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 local emergency centre.

#### c) Repatriation of mortal remains

1 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 – if materially feasible - from the place of his death to the funeral site within his country of domicile or habitual residence. The repatriation is carried out in accordance with the applicable national laws and international conventions.

2 **Evasan** will cover the transfer costs of the mortal remains up to a maximum of CHF 20'000.- and will take care of all formalities required for the transportation of the mortal remains.

3 When they are objectively necessary so as to make transportation possible **Evasan** will cover the following costs up to a maximum amount of CHF 5'000.-: costs related to initial preservation of the body, 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. Excluded from **Evasan's** services are costs related to embalming, burial, funeral ceremony or other expenses.

#### d) Medical accompaniment

During transfer or, when necessary, repatriation, the insured party is accompanied and assisted by medical staff and/or paramedical staff who disposes of the necessary competence and expertise as to the patient's particular condition and designated by the medical experts of **Evasan**.

#### e) Long-distance medical advice

In the event the insured party requires long-distance medical advice, **Evasan** puts him, at the insurer's expense, in contact with an independent doctor who is qualified to answer the questions pertaining to his state of health. **Evasan** cannot be held liable for the opinion thus obtained and the consequences it may have.

#### f) Indication of local medical specialists

If an initial examination reveals that the insured party is in a critical condition and which requires a specialist's 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 specializing in this area provided that such a specialist exists in the region. **Evasan** cannot be held liable for the doctor's treatment and its possible consequences.

#### g) Emergency dispatch of medication

**Evasan** will arrange and pay for the dispatch of medication required in order to treat the insured party if it cannot be had in the country in which the incident took place. This is of course subject to the condition that the medication can be bought in Switzerland and may be rightfully used in the country of destination. **Evasan** will bear the costs associated with dispatching this medication.

#### h) Provision of an interpreter

In order to facilitate the contact with the doctors treating the insured party or the authorities in the country in which the insured party was hospitalised following the incident – if the assistance of an interpreter proves to be indispensable in view of the linguistic abilities of the insured party -, **Evasan** will provide and pay for an interpreter for a maximum period corresponding to 8 hours' of interpretation at the current rate practiced in the country in question. The choice of the 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 the intended means of transport provided they are also insured with **Evasan** for the same cover.

#### 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 however responsible for his own accommodation expenses.

### 3.3. Special limitations

In addition to the exceptions and exclusions specified in the GCI, **Evasan** will not provide any services for the consequences of following situations:

- a) if the insured party behaves abusively by 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 stay;
- b) accidents caused by the symptoms of epilepsy and malaria;
- c) removal or transplants of organs, tissue or cells;
- d) consultations related to in vitro fertilisation or similar methods; pregnancy and its consequences;
- e) running away and kidnapping;
- f) practising sports professionally or 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 or official rules concerning the safe practice of a given sports and/or leisure activity;
- h) taking part in a motor racing at any level, the use of motorcycles powering more than 125 cm<sup>3</sup>;
- i) any type of hunting;

- j) costs for meals in restaurants;
- k) costs for excess luggage in the event of repatriation on a commercial airline as well as customs costs;
- l) if the insured party has the intention of establishing himself in the territory where the incident took place (asylum request, marriage, family reunion, etc.)

### 4. Services associated with adjoining risk: medical emergency expenses

#### 4.1. Evasan's services

1 **Evasan** will pay for medical emergency expenses resulting from an admission to hospital following an accident or a sudden illness which occurs during his travel outside his country of domicile or habitual residence, up to the amount specified in the policy, but subject to a maximum of **CHF 50'000.-**.

2 The sum covering a dental emergency treatment shall not exceed **CHF 250.-**.

#### 4.2. Deductible

1 **Evasan's** services have a deductible amount of **CHF 50.-** per case for the insured party up to the age of 70 incl. and **CHF 200.-** from the age of 71 up to 84 incl.

2 If **Evasan** has to pay directly a claim to a third party ("tiers payant"-system), the insured party will be obliged to pay the deductible amount himself to the third party. Should, however, **Evasan** have to reimburse a payment already made by the insured party, **Evasan** will do so by withholding the deductible amount.

#### 4.3. Special limitations to the insurance cover

In addition to the exclusions stated in the GCI and SCI, **Evasan** may refuse to grant the following services: general medical examinations, analyses or similar investigations as well as any treatment undertaken by the insured party, his doctor or the hospital establishment to which he was admitted and which has not been approved of by the medical staff of **Evasan** beforehand. Treatment and other services given by persons belonging to his family, a spouse or a next-of-kin are not covered.

Spontaneous consultations with a specialist; treatment of symptoms not caused by a properly diagnosed pathological condition; treatment of a pre-existing medical condition and any of its consequences or complications; treatment of symptoms of an illness or an injury that any reasonable person would have taken care of immediately and prior to the effective starting date of the insurance cover; costs related to an illness or an injury that were not stabilised at the time of departure; afflictions of psychic, psychological or psychiatric origin as well as their symptoms and consequences; the consequences of a complaint in the course of being treated and requiring a period of convalescence; complaints occurring during the trip taken for the purpose of diagnosis and/or treatment; costs for care and treatment whose therapeutic character is not recognized under Swiss law; the consequences of situations bearing the following risks: declared risks of infection in the context of epidemics, exposure to infectious biological agents, chemical agents, incapacitating agents, neurotoxins, provided the local or national health authorities of the country of destination or of travel have ordered a quarantine; hospital as well as medical expenses from the day on that **Evasan** would have the possibility and the right to organise the repatriation of the insured party; Acquisition by the insured party of medication not prescribed by a doctor approved of by **Evasan**; expenses relative to contraceptives, interruption of pregnancy and birth; expenses related to optical aid (glasses, contact lenses, etc.) plus optical implants or prostheses; operations for aesthetic reasons and similar; rehabilitation, physio- and kinesitherapy, chiropractic costs; thermal cure and thalassotherapy costs; expenses associated with the purchase of vaccines and vaccination costs.

2 Furthermore, the insured party is not covered:

- a) if he undertakes a trip against medical advice;
- b) after being diagnosed with a terminal illness;

- c) if the insured party has the intention of obtaining medical treatment for a pre-existing condition;  
d) if he undertakes his journey during an illness or period of inability to work;  
e) if she undertakes her journey during pregnancy exceeding the 7th month gestation;  
f) if he undertakes his journey when a doctor has recommended an operation which has not yet been performed.

## 5. Travel Cancellation Insurance

### 5.1. Services from Evasan

1 Evasan will reimburse the expenses incurred in case of a travel cancellation according to the general conditions between the buyer and the travel agency provided that:

- a) the cancellation is notified before the journey of the insured party; and  
b) the cancellation is due to one of the reasons listed under article 5.3 SCI.

2 The reimbursement will be made up to the sum stipulated in the policy but cannot exceed a maximum of CHF 10'000.-. The compensation (indemnity) provided according to the stipulated cover cannot exceed the effective costs thus created (administrative costs excepted).

3 The right to services presupposes the existence of a contract passed with a travel agency or tour operator, transport company, lessor or operator of courses and seminars.

4 Furthermore, Evasan will pay, inside the limits stipulated in the policy, the incurred expenses of a travel delay or travel interruption by applying exactly the enumerated reasons as to travel cancellation.

5 If needed, the replacement of transportation will be provided by Evasan exclusively.

### 5.2. Deadline for taking out a travel cancellation insurance

1 If the insurer does not stipulate any exceptions, the conclusion of a travel cancellation insurance has to take place at the latest 21 days prior to the scheduled departure.

2 In the event the conclusion of the insurance takes place after the insured party knew already of his inability to travel, no insurance services will be provided.

### 5.3. Insured events in the event of a travel cancellation

In case of a cancellation, a delay or an interruption of his travel the insured party will be entitled to services on following grounds:

death, severe illness or severe accident, unforeseen aggravation of a medically detected illness of the insured party, his spouse, his father, his mother, his brothers, his sisters, his children, the person he wanted to visit with or his work colleague who can only be replaced by the insured party;  
severe material damages in his residence or his business facilities, incurred through burglary, fire, water, climatic events or natural disaster all needing his presence for administrative reasons in his country of residence;  
court order during his travel received after the confirmed booking of the trip and provided the written request to postpone this order was to no avail and was denied in writing;  
an official summons to an urgent military, medical or official public event falling into the period of travel and received after the confirmed booking and provided the written request to postpone this order was to no avail and was denied in writing;  
epidemics, strikes, war and other public turmoil in the place of destination rendering a departure impossible as well as classified potentially dangerous for body and life or insecure by the office of foreign affairs of his country or the country of destination who advise not to travel;  
redundancy or loss of job of the insured party and/or of his/her spouse for economic reasons provided that the redundancy takes place after the beginning of coverage and after the trip is booked and the redundancy could not be foreseen and was not known; taking on a new employment as employee and having to start just before or during the period of the planned

trip if the insured party is still on the unemployment record. The new employment can neither be a prolongation of a temporary employment nor be another temporary mission negotiated with a temporary job agency.  
refusal by the authorities of the country of destination to issue a visa for the insured party, his/her spouse provided the necessary steps have been taken correctly, in due time and sent to the competent authorities of the country of destination.

### 5.4. Special limitations to the insurance cover

In addition to the exclusions and limitations specified in the GCI and SCI, Evasan is not required to provide any services in following situations:

cancellation, delay or interruption of the trip because of insolvency or bankruptcy of the travel agency, or due to their incapacity to organise the trip and - in general - because of one of these reasons chargeable to the travel agency;  
expenses arising from the cancellation of the trip by the travel agency, the transport or travel company, the lessor at the place of sojourn, the course or seminar organiser and because of a natural disaster or public turmoil of any kind at the place of destination;  
cancellation, delay or interruption of the trip due to an event or a medical affection, already known the day of the insurance conclusion or that should have been discernable;  
running contractual cancellation expenses for bookings and all inclusive travel arrangements at the time the insurance was taken out and concluded;  
the travel agency increasing the prices previously presented on a list to the insured party;  
interruption of the trip three days prior to his departure;  
delay, cancellation or interruption of the trip of one of the insured party's replacing traveller;  
prolongation of the sojourn outside the covered period to make up for the delayed departure;  
administrative fees, fees for visa, airport taxes and insurance premiums are not refunded;  
epidemics in the country of departure;  
mental disorders (including depressive illness) without a sojourn in a clinic or such only needing an admission for less than three days.

### 5.5. Obligations of the insured party

1 In order to benefit from the services of Evasan in case of a cancellation, a delay or an interruption of the trip the insured party has to contact Evasan and the travel agency immediately in writing by giving the reason of the prevention. The insured party is expected to mandate Evasan to take the necessary steps.

2 In order to enforce the claim, the written statement to Evasan must contain all the necessary and original documents, namely:

- a) account of charges arising from a delay, a cancellation or an interruption;  
b) medical attestations;  
c) attestations and summons from the police, justice or any other administration;  
d) tickets or other transportation tickets;  
e) travel documents (contracts, booking proofs etc.).

### 5.6. Calculation of the compensation in case of delayed start of the journey or a travel interruption

In the event of a travel interruption and/or a delayed start of the journey Evasan will compensate the insured party pro rata temporis according to the duration of the missed holiday and on the basis of the contractual sum foreseen in the insurance. The day of the start of the journey and the day of departure are counted as used days of the holiday period.

### 6. Advance of a sum in the event of an objective impossibility of return

In the event that the insured party can prove a force majeure case or another objective and serious reason of hindrance to return to his domicile or habitual residence within the period of cover and on time, Evasan will advance a maximum of CHF 1'000. - to pay for expenses arisen from the involuntary prolongation of his sojourn in the country of destination. The insured party will commit himself vis-

à-vis Evasan to refund the advance within 30 days after his return home.

## 7. Services when flight delays

### 7.1. Services from Evasan

Evasan will cover the expenses of the insured party up to a maximum of CHF 1'000. - provided the delay exceed 8 hours counted from the expected time of take-off mentioned on the transportation ticket:

- a) for already bought but unused and not refunded tickets (bus, train and ship);  
b) for reasonable hotel accommodation, food and beverage that will be necessary during the delay and will neither be refunded by neither the airline nor other contractual partners;  
c) for transfer costs to and from the airport in the frame of a delay exceeding 8 hours.

### 7.2. Extent of coverage

The insured party has a right to compensation in the event of a flight delay caused by:

- a) bad weather conditions;  
b) technical problems with the foreseen airplane;  
c) strikes and other work stoppage made by the staff of the airline booked by the insured party.

### 7.3. Special limitation of the insurance coverage

In addition to the exclusions and limitations specified in the GCI and SCI, Evasan is not required to provide any services in the following situations:

- a) delay on chartered flights. Only regular flights that make their take-off and arrival times public are considered insured and covered. In the event of an objection, the "ABC World Airways Guide" is applicable as a reference of departure and arrival times of airplanes and their correspondences;  
b) In the event of delays due to strikes, war and similar situations which should have been known by the insured party or was known before starting the trip;  
c) the temporary or definite ban on flying of a machine ordered by:
- airport authorities;
  - civil airline; or
  - similar organisations; and who made it known to the insured party before starting the journey.

d) There will be no compensation for the insured party if a similar means of transport within 8 hours after the foreseen start of the journey with a regular, booked and confirmed flight or as to his arrival, a correspondent flight, is made available.

### 7.4. Obligations of the insured party

In order to benefit from compensation in the event of a flight delay, the insured party is obliged to relay this information immediately and in writing to Evasan by giving the policy number as well as following documents:

all original vouchers / receipts proving the extra costs incurred through the delay;  
the written confirmation of the airline giving the reason for the delay;  
copy of the flight ticket or boarding pass.

## 8. Service if delay in luggage

### 8.1. Services of Evasan

Evasan will pay the expenses up to the contractual sum and up to a maximum of CHF 500. - for the following events occurring during a trip:

- a) indispensable purchases such as necessary clothing and toiletries should the luggage which was properly registered in the frame of an insured trip and in custody with the airline fail to reappear within an 8 hours delay after the arrival of the insured party at the airport.  
b) a compensation per case of delay will be increased to CHF 1'000.-, if the insured party still finds himself without his luggage after 48 hours after his arrival at destination. This compensation will be paid less the compensation that would have been paid after 8 hours of delay.

### 8.2. Special limitation of insurance coverage

1 In addition to the exclusions and limitations specified in the GCI and SCI, Evasan is not required to provide any services in following situations:

- a) delay on chartered flights. Only regular flights that make their take-off and arrival times public are considered insured and covered. In the event of an objection, the "ABC World Airways Guide" is applicable as a reference of departure and arrival times of airplanes and their correspondences;
- b) if there is a delay of luggage when the insured party finds himself back at his domicile or habitual residence;
- c) if the insured party does not, within 8 hours after having taken note of the delay or the loss of his luggage, inform a competent person inside the airline;
- d) in the event of the customs or government institutions confiscating or keeping the luggage.

2 Furthermore, Evasan declines compensation for the following claims, if:

- a) indispensable purchases as well as clothing and toiletries were bought only two days after the effective arrival at the airport of destination;
- b) indispensable purchases as well as clothing and toiletries were bought only after the delayed luggage was delivered by a carrying business to the insured party at his destination.

**9. Services for luggage insurance**

**9.1. Services from Evasan**

Evasan reimburses the insured party according to the sum stipulated in the policy, however up to a maximum sum of **CHF 5'000.** - for following events that occurred during the trip:

- a) Robbery or simple theft less the deductible of CHF 250. - per claim;
- b) loss or damage less the deductible of 10% of the claim amount.

**9.2. Special limitations of the insurance coverage**

1 In addition to the exclusions and limitations specified in the CGA and CPA, Evasan is not required to provide any services in following situations:

- a) luggage and personal belongings insured during their handling by a transportation company designated or belonging to the flight company or handled by a public transportation means and therefore covered by a liability insurance;
- b) documents recorded on tape or film, collections, alarm systems, computer material (soft or hardware), telephone, office or professional material, keys, pens, lighters, bikes, trailers, camping cars and all vehicles and means of transport, glasses, contact lenses;
- c) passports, identity cards, authorisation of residence and other travel or identity documents;
- d) tickets and transportation titles;
- e) articles of value that are not locked up or kept safe outside the time when they are being used;
- f) jewellery, precious metals and stones, other valuables which are not in a safe when not being used;
- g) objects of art with collector's value;
- h) all objects bought during the trip including souvenirs;
- i) objects left in a vehicle (even locked);
- j) banknotes, cheques and travellers' cheques, other marketable security paper, credit cards as well as other means of payment exceeding CHF 1'000.-;
- k) cards to buy petrol, stamps, commercial samples, and commercial goods, tickets for events or performances.

2 Furthermore, Evasan is not obliged to provide services in the event of:

- a) confiscation and withholding of luggage by customs, administration or police authorities;
- b) accidents caused by smokers, dribbling or leaking liquids, deterioration or faulty material;
- c) accidents caused by insects, other animals or by climatic conditions;
- d) indirect damages incurred by a failed right of use, fines.

**9.3. Obligations of the insured party**

In order to obtain the right to indemnification, the insured party is obliged to immediately transmit the claim in writing to Evasan by attaching the following documents:

- a) the notice of loss registered with the conveyor;

- b) the report of the damage signed by the police at the place of the damage;
- c) report of any witnesses;
- d) a copy of the claim presented to the hotel manager, the conveyor or the keeper of the deposit as to the damaged object;
- e) original invoice of the costs of repair;
- f) the original invoice proving the acquisition of the object of the claim giving date and price; the receipt of the acquisition of the foreign currency.

**10. Services as to civil liability insurance**

**10.1. Services from Evasan**

Evasan pays for the financial consequences of a liability and compensates the damages inflicted by the insured on a third party during his trip outside his domicile or habitual residence concerning:

- a) injuries (including death and invalidity), which were brought on a third party (excluding the insured party himself or a member of his family);
- b) the material damage (incl. loss), that the insured person, a member of his family or a person under his legal custody has caused to a movable property (movables) of a third party.

**10.2 Explications**

1 Evasan will, in the event this claim is covered, determine the sum of the claim in view of the sums legally owed in the country in which the event took place provided this sum does not exceed the usual sums according to Swiss right.

2 This coverage is not valid for the territory of the United States of America.

**10.3. Conditions for refunding the expenses**

1 Before acknowledging any liability or providing compensation, the insured party has to obtain each time the written approval from Evasan.

2 Less the deductible of **CHF 250.** - per event, the compensation for bodily injuries inflicted on a third party cannot exceed the sum of **CHF 500'000.-** In the event of material or/and immaterial damages (damages of an object or an animal or any lost right of use of a chattel) may not exceed the sum of compensation of **CHF 100'000.-.**

**10.4 Special limitations of the insurance coverage**

In addition to the exclusions and limitations specified in the GCI and SCI, Evasan is not required to provide any services if the damage is due to or may be referred to:

- a) the responsibility of an employee, a member of the family or a next-to-kin of the insured party;
- b) as personal objects of the insured party as well as objects left in custody with the insured party by another person or objects left in the insured party's car while under his control;
- c) animals and objects either belonging to the third party or left in his custody;
- d) as a damage stemming from an intentional act, or from the committal of a fairly serious or even grossly negligent act;
- e) as a commercial or professional concern of the insured party;
- f) matters concerning belongings and/or possession of a property or a realty (exception is made for matters concerning a second residence outside of the domicile or habitual country of residence);
- g) matters concerning property, possession and the use of vehicles, planes or ships;
- h) court fees stemming from lawsuits.

**11. Services concerning the paying of a lump sum for an accident**

**11.1 . Age limit**

The paying out of a lump sum for an accident will only made, if the insured party was over 16 and under 70 years of age on the day of the insurance conclusion.

**11.2. Services from Evasan**

1 Evasan will pay a lump sum in the event of an accident leading to death or disability (cf. Art. 1.1.13. GCI).

2 In the frame of this risk coverage (Art. 11 SCI) an accident is moreover understood as follows:

- a) distensions, torn muscle fibres and tendons;

- b) poisoning and burns stemming from an involuntary taking or inhalation of toxic and corrosive products;
- c) frost bites, overheating of the body, heat stroke as well as burns from ultraviolet rays (exception is made when sunburns);
- d) involuntary drowning.

**11.3. Payment of the capital in the case of death**

1 The capital stipulated in the insurance policy will be paid provided the insured party dies from the consequences of the accident within the 12 months following the accident. The maximum indemnity will not exceed the sum of CHF 250'000.-. As to children aged under 16, the indemnity will not exceed a maximum sum of CHF 20'000.-.

2 The capital lump sum will usually be paid to the legal heirs, unless the insured has decided otherwise in a written will.

3 In the event the insured party meets with an accident which ends with his death, the lump sum stipulated in the policy will be paid less the pension already paid for his disability following the same accident.

**11.4. Payment of the capital in the case of invalidity**

1 The capital will be calculated according to and based on principles listed below provided the insured party suffers within the 12 months that followed the accident from inalterable changes in his physical and mental health stemming from this accident.

2 The capital in case of invalidity amounting to a total of max. **CHF 500'000.** - is calculated according to the degree of disability and the sum stipulated in the insurance policy:

- a) Incurable and total mental illness, total blindness, permanent and complete permanent paralysis, amputation or loss of two limbs; 100%
- b) Total loss or blindness on one eye 25%
- c) Complete and incurable deafness on both ears; 40%
- d) Complete and incurable deafness on one ear; 15%
- e) amputation or complete disability of limbs:
  - arm, lower arm or hand 50%
  - index 10%
  - other fingers 5%
  - two fingers (excepted thumb and index) 8%
- f) amputation or complete disability of limbs:
  - thigh (over the knee) 50%
  - part of leg underneath the knee 45%
  - one foot 40%
  - big toe 5%
  - any other toe 1%

3 The invalidity is considered to be complete (100%) if the insured party is since 12 months after the accident permanently unable to work or cannot take on any paid activity. A partial disability is given when the ability of the insured person is considerably restricted while working or following any paid activity.

4 In case of loss or complete inability of use of one of his limbs (hand above wrist, foot above ankle) which means an irrevocable loss of use of one hand, arm or leg, Evasan may calculate the indemnification to be provided on the basis of a lesser degree of the disability.

**11.5 Estimation parameters for compensation**

1 Taken into account will only be the effective functional disability of a limb or the affected organ notwithstanding the profession the insured party exerts or exerted.

2 The loss of a member or an organ not functioning properly before the accident will not be indemnified. Damage to limbs or organs not functioning properly before the accident will only be indemnified by paying the difference between the functionality before and after the accident, if existing.

3 Should more than on part of a limb be damaged by the same accident, the amount of indemnification for each damaged part of the limb cannot exceed the amount that would have been paid for a total loss of a limb.

4 The physical and psychological damages not listed in the above catalogue will be indemnified according to

the following criteria: the physiological condition of the insured person; the lack of care and treatment which are due to a certain negligence of the insured person; the effects that the accident would have had on a healthy and unharmed person who profits from a sensible medical treatment.

#### 11.6. Limitation of the services

In addition to the exclusions and limitations specified in the GCI and SCI, Evasan is not required to provide any services if the consequences of the following facts lead to disability or death:

- an attempted or completed criminal act done by the insured person;
- accidents during a flight (all kinds of airplanes);
- accidents due to practising sports as part of an official competition organised by a sporting association for which a license is issued, plus training with a view to entering competition;
- accidents due to exercising a manual profession or when hunting;
- humanitarian missions, warlike situations or war;
- physical damages stemming from illness such as epilepsy;
- physical damages resulting from tests or from using atomic, chemical or bacteriological weapons, x-rays, radium and radium enrichment as well as its derivatives, unless the wounds were afflicted in the frame of handling a defect apparatus or by mishandling of equipment, or are the consequences of the necessary treatment needed because of the insured accident.
- in the event of an aneurysm, brain stroke, paralysis or delirium tremens, mental disorder, disease of the brain or disease of the spinal marrow as well as deafness or blindness that already existed.

#### 11.7. Obligations in case of a claim

##### 11.7.1. In the case of disability

In order to have a right to Evasan's services the insured party must notify Evasan within 5 days after the occurrence of the event. Evasan will reserve the right to order a medical examination by one of their fiduciary physician or a well known specialist at any time. The resulting costs will be borne by Evasan.

##### 11.7.2. In the event of death

1 The rightful heirs are obliged to notify Evasan of the death and its origins/causes within 24 hours.

Furthermore, they will have to agree as soon as possible to an autopsy made by a medical examiner designated by Evasan's.

2 The resulting costs (if any) will be borne by Evasan. The notification of death must be made even though there has already been the notification of the accident or a disability.

##### 11.7.3 Documents to provide

The documents have to be sent to Evasan at the latest within 30 days after having been issued. The concerned documents are as follows:

- a detailed original medical report;
- the accident report and/or the statements drawn by the authorities;
- the original death certificate or a legally attested document.

#### 12. Services as to the legal costs insurance

##### 12.1 Insurance sum

The maximum insured sum per claim amounts to CHF 300'000. - inside Europe and CHF 100'000. - outside Europe. In the event of several claims stemming from the same incident, the maximum amount covered will only be available once to the insurance taker and to the insured persons.

##### 12.2. Scope

The insured persons (Art. 2.2. SCI) are covered in case of litigation and legal procedures related to a travel. The insurance coverage applies worldwide. The insurance company is DAS Protection Juridique SA, av. de Provence 82, P.O. Box 240, CH-1000 Lausanne 16 Malley.

##### 12.3. Covered litigations and legal procedures

a) claims as to damages and interests in the following areas provided they are related to a travel: accident, acts of violence, theft or robbery. Insurance coverage is also given in the event of active participation in

criminal proceedings in view of implementing these claims.

- raising of claims according to the Swiss law to help victims of criminal acts as well as the active participation in criminal proceedings to that end.
- criminal defence of the insured party in the context of criminal proceedings in front of courts and administrations provided he is charged with negligence.
- disputes stemming from the relationship with private and public insurance companies, which are related to a trip.
- disputes stemming from a contractual relationship in the following areas: travel, transportation, accommodation, board, storage/parking, law of tenancy, lending/leasing, repair, vaccination.
- legal advice given per telephone: DAS will in the frame of their possibilities and opportunities put their legal department at the disposal of the travelling insured person.

##### 12.4. Insured services

- benefits from the legal department of DAS.
- lawyers' fees as practiced locally. Honorary agreements are not binding for DAS.
- expenses for expertises which have been ordered by the court or by DAS.
- court fees (fees and expenditures).
- trial expenses allocated to the adverse party.
- travel costs of the insured party to and from court as well as his appearance at the latter provided his presence is absolutely necessary. Refund of incurred costs per basic case will be a maximum of CHF 5'000. - per event at the origin of the claim.
- evident loss of salary for the insured party, stemming from judicial hearing and appearances in court, provided his presence is absolutely necessary. Refund of expenses up to a maximum of CHF 5'000. - per event at the basis of the claim.
- necessary translation fees occurring when litigations take place in another language than in one of the national Swiss languages.
- retainer fee for the lawyer outside of Switzerland up to a maximum of CHF 5'000. - per case.
- bail in order to avoid custody. These services will only be provided on a loan basis and are to be repaid by the insured party to DAS within 6 months starting the day of the advance payment.
- the party losing the lawsuit has to pay the court fees. The judicial and extrajudicial indemnification of the parties in favour of the insured party will be paid to DAS up to the amount of the services provided. In the event of a settlement deal the DAS will take the part of the expenses that will have to be borne by the insured party in proportion to the achieved result. Without a prior agreement any settlements made between the parties in derogation to these rules are not binding on DAS.

##### 12.5 Exclusions

- claims where the insured party drove a vehicle without a valid driving licence or was not entitled to drive the vehicle concerned.
- disputes in relation with the participation in a car race or a competition and the training sessions.
- disputes between the insured party and his own legal costs insurer, as well as SOS Evasan SA.
- disputes with lawyers, experts and other commissaries working on the case covered by DAS.
- disputes or conflicts of interest between persons insured by the same contract (this exclusion does not include the insured taker himself).
- damages which occurred before the basic event (such as accident, violation of law or of a contract) of the insurance coverage came into force or when the need for legal protection is notified to DAS after the term of the insurance coverage.
- costs and fees arising out of a criminal order or an administrative fine.

##### 12.6 Notification of claim

The insured party has to immediately notify the DAS each damage that may lead to an intervention. He will forward without delay all relevant documents to the DAS (correspondence, summons, decisions and judgements together with their envelopes, etc.).

#### 12.7. Administration of the claim and obligations of the insured party

1 The legal department of the DAS informs the insured party of his rights and protects his interests. The insured party gives all the necessary powers to the DAS in order to fulfil this scope.

The insured party leaves the administration of the case exclusively in the hands of the DAS. Without prior consent of the DAS he will not mandate lawyers, experts etc., he will not start any procedures, file any appeals nor conclude any settlements or arrangements. He will not make any agreement as to honorary fees with the mandated lawyer.

2 If, in case of a conflict of interests (representation of several insured persons pursuing opposite interests) or in view of a court or administrative procedure an external lawyer is necessary (monopoly of lawyers), the insured party may choose a lawyer established in the circuit of the court having the necessary abilities to represent him. If the DAS refuses the chosen lawyer, the insured party will propose three other lawyers of the said court circuit working for different law offices, of which the DAS will choose one suitable lawyer. The reason for choosing one or the other lawyer is not relevant for the insured party.

3 The DAS may restrict their bonification provision for some legal actions or parts of procedure.

The DAS has the right to delegate the service of some of its benefits to an external legal representative.

4 The insured party releases his lawyer from the professional secrecy vis-à-vis the DAS.

#### 12.8. Difference of opinion

1 In the event of a difference of opinion arising between the insured person and the DAS during the handling of a covered claim as to their approach or if the DAS judges certain steps as being ineffective, it will inform the insured party of its founded point of view in writing and at the same time point out to the insured's right to start arbitration proceedings provided for by the present general conditions.

2 As soon as this notification has reached the insured party, the latter has to take the necessary measures himself in order to protect his interests. The DAS cannot be held liable for the consequences of a poor protection of the insured interests such as missed deadlines. The insured party has to inform the DAS within 30 days, whether he wishes to start arbitration proceedings.

3 In the event of arbitration proceedings the insured party together with the DAS will nominate in unanimity an only arbiter. He will pass judgement in one sole exchange of letters in a simple and informal procedure and imposes the costs according to the issue of the procedure. For the rest the arbitration shall be governed by the terms of the inter-cantonal agreement on arbitration.

4 If the insured party, at his own expenses, initiates a lawsuit even though the DAS refused services and in the end obtains a better result than anticipated by the DAS or the ruling of the arbiter, the DAS will in the frame of the insurance contract reimburse the costs incurred from the insured's initiative.

#### 12.9. Infringement of contractual obligations

The culpably infringement of contractual obligation done by the insured party legitimates the DAS to refuse their services.

#### 13. Entry into force

The present SCI shall take effect from 07.03.2012 and replace all previous versions of the SCI concerning the same product.