



Student Health Insurance



General Conditions of Insurance

Health and accident insurance
Edition 2014.01

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Art. A Basis of the contract

All statements in the insurance proposal and in any other written document, including medical reports, by the Insured or any person acting on his behalf are part of the insurance contract.

The rights and obligations of the contracting parties are stated in the policy, in the endorsements and in the general conditions of insurance (GCI).

For anything that is not expressly stipulated, the French Code of Insurance applies.

The English version of the GIC is only for information. In case of appeal or dispute, the French version will prevail.

The text is written in the masculine form and applies equally, by analogy, to the feminine.

Art. B Purpose of the insurance

The purpose of the contract is to provide foreign students staying in Switzerland for education purposes or continuing education programmes, schooling, or internships, the reimbursement of medical, pharmaceutical and hospital expenses as recognised by the Swiss health insurance law, henceforth referred to as LAMal.

No other person than the person named in the policy is provided insurance cover through this contract

Art. C Extent of the insurance

In case of illness, accident and maternity

Benefits are reimbursed in the event of sickness, accident and maternity under the law of Swiss health insurance (LAMal).

Art. D Geographical validity of cover

The insurance applies worldwide.

Outside of Switzerland

For a stay outside of Switzerland of less than 7 weeks, the insurance covers only expenses following an accident or an illness requiring emergency treatment, as per Art. L1 and L2, on condition that the treatment was provided by a medical practitioner or specialist or if hospitalisation was necessary as a direct consequence of the emergency within 24 hours of its occurrence. In any other case, a special agreement with the Insurer is required.

An emergency is herein defined as being a situation where the Insured, who is temporarily abroad or overseas, requires medical treatment and a return to Switzerland is not possible. There is no emergency when the person insured goes abroad or overseas for the purposes of treatment.

Art. E Conditions of admission

Information and medical examinations

By signing the application form, the medical practitioners concerned, the previous insurers, and other insurance organisations are authorised to provide the Insurer with information and the medical advisor assigned by the Insurer.

The Insurer is entitled to require, at its own cost, a medical examination which can be carried out by a medical practitioner assigned by the Insurer.

Art. F Agreement, refusal, beginning and end of contract

F.1 Agreement of the policy contract

If the content of the policy or endorsement is inconsistent with the agreements, the Insured must request correction within 30 days from receipt of the policy, failing which the content is deemed accepted by the Insured.

F.2 Refusal

Based on medical criteria, the Insurer can reject an application form without further justification.

- F.3** **Modification of the contract by the insurance holder**
For any modification of the contract, a new application form must be filled up. A new risk evaluation will take place.
- F.4** **Inception of contract**
The insurance cover commences on the day stipulated in the insurance policy.
- F.5** **Expiration of contract**
The contract is bound for an undetermined period. It will be tacitly renewed year after year unless it is terminated by one of the parties in accordance with the terms outlined in Art. F6.
- F.6** **Termination of contract**
- F.6.1** **Termination by Insurer**
The Insurer expressly renounces its legal right to abandon the contract in case of claim, except in the case of false statements, abuse, conniving acts, withholding of information, insurance scam, or attempt at such, by the insurance holder or the Insured.
- F.6.2** **Termination by the Insured**
The contract may be terminated by the Insured for the purpose of an insurance year, observing a notice period of 3 months.
- F.7** Insurance cover ends on the day the cancellation takes effect, the insured benefits are payable up to and including that day.
- F.8** **Withholding of information**
If, after the contract has been signed, the insurance holder or the Insured omitted to declare or inaccurately declared a fact that he knew or had to know, in particular diseases, existing infirmities, or diseases which, according to the experience, are subject to relapses, the Insurer can abandon the contract within four weeks from the date it became aware of the withholding of such information.
- F.8.1** The insurance contract is void in cases of concealment, omission or misrepresentation on the part of the Insured.

This reluctance, the omission or misrepresentation changes the nature of the risk or decreases the opinion for the Insurer, even though the risk omitted or distorted by the Insured was irrelevant to the claim.
- F.8.2** The Insurer may terminate the contract within four weeks from the time he learned of such reluctance, omission or misrepresentation.
- F.8.3** Premiums paid remain so by the Insurer who is entitled to payment of all premiums due as damages.
- F.9** All cancellations must be notified by registered mail.

Art. G	Payment of premiums
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- G.1** **Premium payments**
Premiums are paid in advance. If the contract is terminated before its expiry date, premiums are reimbursed for the period before the expiry date. This rule does not apply in case of insurance abuse, and particularly in the case of insurance scam.

Should there be pending benefits, premiums due must not be deducted.
- G.2** **Reminder and consequences of non payment**
If the premium is not paid within the given period, the Insurer will summon the insurance holder, reminding him of the consequences of delayed payment, to pay within 14 days from the date of sending the summons.

If no payment is made within the period granted, all insurance cover will cease.

In such a case, the Insurer is entitled to terminate the contract and will have to immediately inform the State health insurance control agency.

Art. H Adjustment of fees

- H.1 Adjustment of fees**
If the premiums and/or the deductibles in the fees structure change, the Insurer may demand an adjustment to the contract. The same applies for adjustments to the benefits concerning :
- any change within the circle of service providers and their respective services
 - types of therapy
 - new and costly medical achievements or if the legal catalogue of the health insurance services are modified
- In such case, the Insurer will inform the Insured of the new premium amounts and the changes in the contract not less than 25 days before they apply.
- The insurance holder then has the right to terminate the contract commencing on the day the new conditions apply.
- To be valid, the request for termination of contract, in accordance with Art. F.6 must be received by the Insurer at the latest the day before the new terms and conditions apply. If no termination request is received, it will be assumed that the insurance holder has accepted the adjustment to the contract.
- H.2 Change of age group**
When the age group changes from 32 to 60 years old, the deductibles and the premiums are adjusted at the moment of the renewal of the insurance contract.
- The Insured then has the right to withdraw from the contract within 30 days after receipt of the new insurance certificate.
- H.3 Transferring from collective insurance to individual insurance**
Should the Insured leave the collective insurance collective or be obliged to leave because of the cancellation of the contract, he can transfer to individual insurance. This is only valid if he continues to be a legal resident in their area of activity. Given this, the Insured must then exercise his right to transfer to individual insurance within 30 days.
- He is insured for the same benefits and services as those of the collective contract. The services touched within the framework of the group insurance are charged to those of the individual insurance. A reserve in progress in the group insurance will be maintained.

Art. I Definitions

- I.1 Sickness**
By sickness we understand a problem of physical or mental health not due to an accident but which requires an examination or medical treatment.
- I.2 Accident**
By accident we understand any sudden, unintended damaging effect on the human body caused by an exterior factor beyond the control of the Insured.
- I.3 Maternity**
By maternity we understand pregnancy and child birth.
- I.4 Hospitals**
By hospitals we understand public and private institutions managed and supervised by a medical practitioner and which exclusively admit acutely sick or injured persons.
- Institutions not regarded or recognised as hospitals are care facilities, retirement homes for the elderly, social care medical institutions, chronic illness care facilities, and other institutions not designated for the treatment of acute illnesses.
- I.5 Care facilities**
By care facilities we understand recognised hydrotherapy treatment facilities, as per Art.40 of LAMaL, as well as convalescence homes managed or supervised by an authorised medical practitioner.
- I.6 Annual deductible**
This represents the amount indicated in the insurance contract which the Insured agrees to bear for each calendar year before being reimbursed by the Insurer.

- I.7 **Share**
The additional cost borne by the Insured.

Art. J Participation in the costs

The participation in the costs consists in :

- J.1 **Deductible**
This represents the amount indicated in the insurance contract which the Insured agrees to bear for each calendar year before being reimbursed by the Insurer.
- J.2 **Share**
This represents 10% of the costs beyond the deductible.
- The share applies only in the following cases :
- illness or accidents resulting from voluntary acts by the Insured such as self-inflicted mutilations or suicide attempts
 - treatment related to drug addiction or alcoholism
 - ethylic, severe alcoholism or if it is proven that Insured, at the moment of the accident, had a blood alcohol concentration (BAC) equal or superior to 0.50g/l
 - psychotherapy

Art. K Benefits

- K.1 **Overall amount insured**
Unlimited
- K.2 **Medical practitioners registered with LAMal all over Switzerland**
Medical costs will be reimbursed according to the rate generally accepted by other health insurance organisations.
- K.3 **Hospitalisation**
Admission to a psychiatric hospital or clinic must be immediately communicated to the insurer and no later than 6 days after admission. If a guarantee of cover is required, notification must take place before being admitted.
- In case of hospitalisation in Switzerland, only the costs in a public ward are covered related to :
- Medical hospitalisation in a state-run or private hospital
 - Hospitalisation and surgical operation
 - Ancillary medical and paramedical expenses incurred during hospitalisation
- K.4 **Medication**
100% of medication as per LAMal and prescribed by a medical practitioner with the exception of non-medical commonly used products such as :
- medical alcohol
 - cotton
 - sun creams
 - dental hygiene products
 - shampoos
 - food products including those used in a special diet
 - mineral water, tonic beverages and wines
 - fresh and dried gland preparations
 - contraceptive products
 - cosmetic products
 - sanitary products
 - products against baldness
- K.5 **Home care**
Following a hospitalisation period or to replace an hospitalisation, a maximum amount of CHF 20 per day is allocated, with a maximum of CHF 2,000 per calendar year.
- K.6 **Psychiatric hospitalisation**
Total reimbursement up to a maximum of 30 days per calendar year.

- K.7 **Organ transplant**
Full reimbursement. Organ procurement costs are not covered.
- K.8 **Physical therapy**
A maximum amount of CHF 500 per day is allocated after hospitalisation for a maximum period of 90 days per calendar year.
- K.9 **Abortion**
If the abortion is not punishable by law according to Art. 119 of the Swiss penal code. If abortion is necessary to avoid serious consequences to physical health, or if the pregnant woman is in a deep state of distress, then the Insurer will cover the costs of the same service as for illness.
- K.10 **Child birth**
Expenses related to pregnancy and to child birth are covered by the insurance according to the price list of Swiss health insurances.
- K.11 **Laboratory**
Costs of analyses, x-rays, and scanners are fully covered if prescribed by an authorised medical practitioner.
- K.12 **Vaccines**
For medically prescribed vaccines, an amount of CHF 150 is allocated per period of 3 calendar years.
- K.13 **HIV test**
An amount of CHF 150 is allocated per period of 3 calendar years.
- K.14 **Hydrotherapy treatments**
For an allowance of a maximum amount of CHF 10 per day up to a maximum of 21 days per calendar year, the following conditions are applicable :
- treatment must be medically prescribed
 - treatment must take place in Switzerland
 - treatment must be part of treatment prescribed by a medical practitioner authorised to practise in Switzerland
 - the prescriptions must be sent to the Insurer before commencing the treatment required
- K.15 **Physiotherapy, speech therapy, orthoptics treatment**
A maximum amount of CHF 3'500 is allocated per calendar year if prescribed by an authorised medical practitioner.
- K.16 **Chiropractor**
Expenses are covered only if the Insured undergoes treatment by a chiropractor authorised to practise with a certificate recognised by Swiss law.
- K.17 **Osteopath**
Osteopath expenses are covered 50%.
- K.18 **Age limit for admittance**
The maximum age limit is 60 years old.
- K.19 **Alternative medicines**
100% of costs (check-ups, therapies, supplied medication) up to a maximum of CHF 1,500 per calendar year, provided that a medical prescription is submitted and the service is provided by one of the following :
- an authorised medical practitioner
 - a recognised medical practitioner specialised in naturopathy
 - a practitioner specialised in natural therapy APTN (NVS) (Full member)
- K.20 **Psychotherapy**
Expenses regarding a medically prescribed psychotherapy and practised by a qualified medical practitioner are covered 90%.
- K.21 **Disease prevention - Prophylaxis**
100% of expenses up to CHF 300 per calendar year for :

- check-up
- gynaecological prevention check-up (including 1 breast check per calendar year)
- participation in a group session for back pain prevention with licensed physiotherapists if medically prescribed

K.22 **Optic glasses and contact lenses**
If medically prescribed, a maximum of CHF 200 per period of three calendar years.

Cover for optics commences 6 months after the start of the contract.

K.23 **Emergency dental treatment after an accident**
Maximum 80%. Treatment must be performed within 15 days and consist in replacing lost or damaged healthy and natural teeth.

K.24 **Means and devices**
The expenses are covered according to the list of means and devices (LiMA).

K.25 **Transportation costs**
A maximum of CHF 2'000 per calendar year for expenses related to emergency transportation, medically requested to allow for care by the nearest authorised medical practitioner or the closest hospital for appropriate treatment given by the accepted practitioner which the Insured is allowed to choose.

Transportation costs are covered only if the health of the patient does not enable him to use another private or public means of transport.

The Insurer covers 50% of the transportation costs due to the following cases, but a maximum of CHF 500 per calendar year :

- illness or accident which is the voluntary act of the person insured such as self-inflicted injuries or attempted suicide
- drug addiction or alcoholism
- severe alcoholism or obvious intoxication or, if at the moment of the accident, the Insured had a blood alcohol concentration (BAC) equal to or more than 0.50g/l

K.26 **Health repatriation**
Repatriation costs for health reasons – outside Switzerland, and outside country of origin – are fully reimbursed.

Art. L	Reimbursement
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L.1 **Recognition of service providers**
For treatment in Switzerland, only invoices by providers with degrees or with federal or cantonal authorisation to practise the profession are taken into account/accepted.

L.2 **Outpatient: Third guarantor**
To obtain reimbursement for outpatient treatment, we require the original invoice, detailed and fully paid.

L.3 **Stationary Salaries: Third party payment**
To obtain reimbursement for inpatient treatment, hospitals are to send the original (detailed) invoice.

L.4 **Invoices issued abroad or overseas**
In case of treatment abroad or overseas, only invoices prepared by providers qualified in the country where they are practising and licensed to practise are taken into account/accepted.

L.5 Requests and claims for reimbursement will be honoured only if the Insurer believes that the amount of invoices and receipts provided is reasonable and customary. Otherwise, the Insurer reserves the right to reduce the amount of benefits.

L.6 If fees are not detailed or insufficiently detailed, the Insurer will decide on the amount to be reimbursed .

Art. M	Obligations and justification of claims
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M.1 **Generals obligations**
The Insured must comply with guidelines for medical practitioners.

M.2 **Prior acceptance**
Reimbursement is subject to prior approval of the Insurer unless there was an emergency characterised in the following cases :

- any hospitalisation outside of Switzerland
- home care outside of Switzerland
- costs of birth outside of Switzerland
- psychotherapy outside Switzerland
- MRI outside of Switzerland
- organ transplants
- costs of physiotherapy, speech and orthoptics therapy outside Switzerland
- homeopath and acupuncturist fees
- spa treatment
- re-education outside of Switzerland

In an emergency (as defined in this document) the insurer must be notified within 7 days after admission to hospital.

Acceptance by the insurer shall be obtained if it has not responded within 20 days following the receipt of the request or claim.

However, this tacit acceptance is valid only for the care provided within 30 days, thereafter within 20 days.

In the event that this request or claim is not obtained during hospitalisation or during any other treatment for which the service is possible, the insurer reserves the right to refuse the claim for reimbursement.

M.3 **Prior acceptance**
If insurance claims are made, all itemised bills, evidence of benefit providers and evidence of payment must be sent to the insurer. Only the original documents will be considered.

Invoices and documents from abroad or overseas can be written in French, German, Italian or English. For invoices and documents in other languages, a translation must be attached.

If health care insurance is with another insurer, the detailed accounts of the insurer must also be submitted.

M.4 **Violation of obligations**
If the insured violates its obligations to the insurer in a claim for benefits, these may be reduced or denied.

Art. N Notice of Claim

N.1 **Disease occurred abroad**
If health care services for illness occurred abroad, the form "Declaration of a disease contracted abroad" must be submitted to the insurer.

N.2 **Accident**
If health care services for accidents are required, the form "accident report" must be submitted to the insurer.

Art. O Third-party health care benefits coordination

O.1 **Multiple Insurance**
In case of insured expenses, if there is insurance cover from several insurers, they are paid in total once only. In this case, the insurer shall pay only the costs proportionately.

O.2 **Third-party health care services**
Policy-holders are required to immediately notify the insurer of third-party services and compensation agreements, provided that the insurer must pay benefits in the same insured event.

O.3
If the insurer provides benefits instead of a responsible third party, the insured must give up his rights to the extent of benefits provided by the insurer.

O.4
In a joint contract with another insurer, the two parties have the right to consult the medical record before and after the effective date of cover.

Art. P Exclusions

P.1 Excluded risks

The following costs are not insured by the Insurer if they are induced by :

- damages resulting from a war or civil war, insurrection, riots, acts of terrorism, or public demonstrations, unless the Insured does not take an active part in the event
- a disaster resulting directly or indirectly from a nuclear explosion

The Insurer reserves the right to modify the cover for one or more determined geographical areas with a fifteen-day period of notice to the Insured.

P.2 Excluded benefits and services

It is expressly specified that the following benefits and services are not included in this contract :

P.2.1 Any type of experimental or uncontrolled treatment that does not follow the generally accepted, usual or traditional medical practices, except with the specific consent of the Insurer

P.2.2 The supplementary cost for a single room (private ward) in case of hospitalisation

P.2.3 Preservative dental care, orthodontics, dental prosthesis

P.2.4 Ancillary or comfort costs during hospitalisation (TV, telephone...)

P.2.5 Expenses incurred to acquire an organ

P.2.6 Any operation or treatment related to a sex change

P.2.7 Aesthetic treatment, rejuvenation or dietary treatment

P.2.8 Treatment for self-awareness, personality improvement and self-accomplishment or for any other reasons not aimed at treating an illness

P.2.9 Treatment for overweight or underweight, cell therapies, treatment to gain strength

P.2.10 Any measure ordered by a judicial or administrative entity, for ex. therapy replacing a sentence, BAC or drug test

P.2.11 Treatment in case of military service abroad or overseas and/or subsequent treatment

P.2.12 Verification, research, treatment and complications related to sterility, sterilisation, sexual disorders, contraception including insertion and removal of contraceptive devices, abortion, except if not punishable as per Art. 119 of the Swiss penal code of law

P.2.13 Any elective / voluntary surgery and / or plastic / aesthetic surgery

P.2.14 Hydrotherapy cures and treatment outside of Switzerland

P.2.15 Transportation and accommodation costs related to hydrotherapy treatment

P.2.16 Medical expenses incurred in spa therapy, or wellness and fitness institutes, rest homes even if medically prescribed

P.2.17 Medical expenses related to a stay in a rest or convalescence home even if medically prescribed

P.2.18 Consultations, treatment and complications due to hair loss or transplant unless the hair loss treatment is related to a severe illness

P.2.19 Eyesight corrective treatment to modify the refraction of an eye or the eyes (laser sight correction) including refractive keratotomy (RK) or refractive photo keratotomy (RPK)

P.2.20 Medication without prescription, non-medical commonly used products such as medical alcohol, cotton, sun creams, dental hygiene products, bandages, shampoos

Art. Q Confidentiality

- Q.1 **Data entry, inquiries**
The Insured allows the Insurer to enter all data in the computer system and gather the information necessary for payment of the entitlement to benefits and services.
- Q.2 **Privacy**
The confidentiality of information relating to the Insured is of paramount importance for the Insurer. To this end, the Insurer complies with strict legislation on data protection and confidentiality guidelines in the medical field in force in countries where it operates.

Art. R Providing of necessary information

Change of name or address

Any change of name and address must be announced in writing to the Insurer within 30 days.

The last address known by the Insurer is legally valid.

Art. S Assistance

- S.1 **In case of illness or accident**
If the Insured is affected by an illness or is victim of an accident outside of Switzerland and outside of his country of origin and cannot be treated on site (whether or not the hospitalisation occurred under the control of Allianz Assistance), Allianz ASSISTANCE will organise and take charge of :
- Transportation towards a regional institution or a nearby country capable of providing the appropriate care. Subsequently, the repatriation of the insured towards the French mainland, or Switzerland, or towards his country of origin, if his health justifies it at that moment in time.
- Depending on the seriousness of the case, transportation or repatriation can be organised under medical surveillance in the same conditions of cover.
- Transportation or repatriation can be organised by :
- special air ambulance or a regular airline
 - train, coach, ship, or ambulance
- S.2 **In the event of death**
- S.2.1 Allianz Assistance organises and takes charge of the transportation of the body of the Insured from the place of death to the place of burial or cremation in his country of origin.
- S.2.2 Allianz takes charge of the additional expenses that are necessary for the transportation of the body including a simple coffin (maximum CHF 1,000). Ceremonial expenses and accessories, burial or cremation costs in the country of origin of the Insured are the responsibility of the family/families concerned.
- S.2.3 The ceremony costs, accessories, burial or cremation in the country of origin of the beneficiary are the responsibility of the family/families concerned.
- S.2.4 If the said expenses have been prepaid by Allianz Assistance, the Company, the beneficiary or the rightful heirs will reimburse the amount upon request by Allianz Assistance.
- S.2.5 Allianz will also prepay hospitalisation expenses for the Insured abroad or overseas within the conditions of the repatriation guarantee.
- S.3 **Supplementary services**
- S.3.1 **Telephone medical service**
Allianz Assistance gives the insured access to a 24/7 telephone medical advice service. With a simple telephone call from the Insured, one of the Allianz Assistance medical practitioners will answer any medical questions and can provide names and addresses of practitioners or medical institutions, specialised or not, capable of receiving him.
- S.3.2 Third-party payment for hospital expenses outside Switzerland and outside the country of origin in case of emergency or accident

- S.3.3 In case of hospitalisation lasting more than three days outside of Switzerland and outside of the country of origin, Allianz Assistance will prepay the expenses guaranteed by the Allianz Collectives/Advisor Swiss Insurance contract if the expenses have been incurred under the control of Allianz Assistance.
- S.3.4 **Shipment/dispatch of medication**
Allianz Assistance takes all measures to supply and dispatch the necessary medication to continue on-going treatment, if after unforeseen circumstances, the Insured cannot find the prescribed medication or the equivalent on site.

The costs of this medication are charged to the Insured.
- S.4 **Conditions of intervention**
- S.4.1 The organisation, by the Insured or by a third party, of any of the above-mentioned types of intervention will not result in any reimbursement by Allianz Assistance.
- S.4.2 In all cases, the decision and conditions of repatriation or transfer to an appropriate medical institution belong exclusively to an Allianz Assistance medical practitioner after contact with the medical practitioner on site, and eventually with the family of the Insured.
- S.4.3 When Allianz Assistance organises and takes charge of the repatriation to mainland France or to an EU member state, if this is the origin country of the Insured, he can be asked to use his travel ticket.
- S.4.4 When Allianz Assistance organises repatriation to mainland France or an EU member state, if this is the origin country of the Insured, the return trip cost cover will be up to the additional costs incurred by the change of health resulting from the illness or the accident which caused the intervention.
- S.4.5 Allianz Assistance can only intervene within the limits of agreements with local authorities.
- S.4.6 Allianz Assistance can, in no case, substitute local rescue emergency organisations nor cover the expenses thus incurred.
- S.5 **Subrogation**
Any person benefiting from the assistance commits to subrogate Allianz Assistance in his rights and actions against any responsible third party up to the amount of expenses engaged in the execution of this guarantee.
- S.6 **Prescription**
Any action deriving from the present guarantee is prescribed within a period of two years from the date of the event causing it.
- S.7 **Responsibility – Exclusions**
Allianz Assistance will not be held responsible for failure or delay in the execution of its obligations if caused by case of force majeure.
- S.7.1 In addition, cover of repatriation costs cannot be obtained for the following cases:
- S.7.1.1 **Pregnancies**
- S.7.1.2 If the beneficiary, after a first repatriation, having returned from the location, relapses less than twelve months after his return.
- S.7.1.3 **Risks of war**
Consequences of civil or foreign war, riots, insurrection, civil uprising wherever these events take place and whoever the protagonists are, unless the guaranteed person does not take an active part in the events or unless he was called upon to execute a maintenance or surveillance mission to ensure the security of persons or assets belonging to the subscriber.

Allianz Assistance reserves the right to modify its guarantee for one or more of the indicated territories with a 15 day pre-advice notice. Furthermore, in case of a war in which France would be involved; the guarantee would not be extended.
- S.7.1.4 **Air travel risks**
The consequences of an accident during competitions, air demonstrations, acrobatic flights, expeditions, attempts to break records, flights on prototypes, flight tests, parachute jumps with

non-certified parachutes, and military flight personnel activities in which the Insured participated.

Consequences of an air travel accident are covered by the guarantee only in the following cases :

- the aircraft has a valid flight certificate
- the crew members (of which the Insured can be part) hold valid certificates, licences, and qualifications as required by their activity on board, in line with the appropriate aircraft, the nature of the flight and with the appropriate authorisations when required

S.8 Other risks.

The consequences of :

S.8.1 an illness or accident which are induced by the free will of the guaranteed person, voluntary self-mutilation, or suicide attempts.

S.8.2 a terrorist attack or attempt unless the guaranteed person did not take an active part.

S.8.3 the suicide of the beneficiary before the end of two years of insurance.

S.8.4 a surgical operation required by an accident excluded by the insurance.

S.8.5 drug use without any medical prescription.

S.8.6 the participation in a duel, a crime, an intentional offence, a fight, except in the case of legitimate defence and assistance to a person in danger.

S.8.7 the professional participation in sports and competitions.

S.8.8 the participation in military and police activities.

S.8.9 the ownership, possession or manipulation by the beneficiary of war devices or the holding of a prohibited weapon on the site of the accident.

S.8.10 an act of belligerence or terrorism whether responsibility for it was claimed or not.

S.8.11 the participation of the beneficiary in any competition (or tryout) necessitating the use of a motor vehicle or a motor boat.

S.8.12 an accident resulting from bungee-jumping, and the use by the beneficiary (including as a passenger) of hang-gliders, parasail, motorised ultra-light aircraft or any other aircraft not certified for public transportation.

S.8.13 a disaster resulting directly or indirectly from a nuclear explosion.

S.8.14 sudden climate changes such as storms or hurricanes.

S.9 Implementation of the guarantees

Any request for assistance, to be admissible, must be formulated directly by the beneficiary (or any person acting on his behalf) through any of the means listed below :

by telephone	+33 (0)1 40 25 50 87
by telex	282 560 F
by telegram	Mondial Assistance France
by fax	+33 (0)1 40 25 54 55

Art. T Applicable law

Your policy is governed by French law. Any dispute which cannot be otherwise resolved shall be submitted to the French courts. In case of dispute over the interpretation of this document, the French language version is deemed to be authentic and will take precedence over any version of the document in another language.

You can always get a copy on the site www.Advisor Swiss Insurance.com

U.1

Appeals

We welcome your comments on any aspects of your insurance cover that you particularly like or that have caused you problems. We have developed a straightforward procedure to ensure that your appeal is dealt with as swiftly and efficiently as possible.

For any comments or appeal, you can call customer service at Advisor Swiss Insurance on :
+ 41 21 620 75 00

You can also write to us at :

Advisor Swiss Insurance
Avenue de Provence 4
Case postale 35
CH-1000 Lausanne 20
Switzerland

U.2

Second instance

If we could not resolve your problem and you want to appeal to the second instance, please contact the person responsible for appeals in Advisor Swiss Insurance (Complaints Manager) on :

+41 21 620 75 00

It is very rare that we cannot solve a problem. However, you have the possibility to take an independent institution to make your appeal.

Joint services Advisor Swiss Insurance & Allianz



V.1 Object of the insurance

Protekta covers the protection of the legal interests of the Insured when damage occurs in Switzerland during the period of treatment with an authorised practitioner or a hospital, private or public. These services must be recognised by Advisor Swiss Insurance and covered by the insurance contract. The cover is valid in the following circumstances :

V.1.1 Responsibility right

When it concerns a justified complaint following a physical injury. These must be based on the Swiss legal provisions governing civil liability.

V.1.2 Criminal law

When it concern a Swiss penal procedure directed against the presumed author of the infringement.

V.2 Insured Benefits

When an accident takes place, Protekta (Insurance company for legal protection) will, within the limits of the provisions of these special conditions, deal with the following services :

- provide the Insured with any counselling on the extent of his rights
- to settle the dispute by amicable agreement
- to deal with the following expenses within the limit of CHF 250'000 in Europe and CHF 50'000 outside Europe per dispute :
 - fees and expenses of mediator
 - fees and expenses of lawyer, expert, chosen by Protekta
 - court expenses and costs that are charged to the Insured
- the expenses and costs reimbursed to the Insured must be returned to Protekta to the extent of its services

V.3 Conditions of intervention

Protekta intervenes under the following conditions :

- the origin of the dispute is posterior to the date of the beginning of the insurance contract
- the amount of the interests in damages is higher than CHF 500
- the Insured has his principal residency in Switzerland
- the Swiss law is applicable

V.4 Territorial validity

The insurance is valid in Switzerland.

V.5 Exclusions

Protekta does not take in charge the following services :

- fines and penalties
- damages which the Insured is responsible for
- advances and expenses related to legal proceedings for debts and bankruptcies

Protekta does not provide cover :

- When the dispute does not concern the fields mentioned in Art. V.1
- When the dispute was caused intentionally
- When the dispute is related to psychiatric or psycho-therapeutic treatment
- When the dispute is in relation to treatment that is not covered under the guarantees of the contract subscribed at Advisor Swiss Insurance
- When the defence of the Insured is taken in charge by a third party
- When the dispute is related to a contest of an invoices or medical fees
- When the policy-holder wishes to attack Advisor Swiss Insurance, Protekta, Allianz Assistance, lawyer or the expert in charge of the file

V.6 Execution of the guarantees

Any request for assistance must be formulated directly by the policy-holder (or any person acting as its name) through any of the means listed below and will include his full name and policy number. If the directives aren't followed the case will be inadmissible.

or by telephone	+41 21/331 20 50
or by fax	+41 21/331 20 51

Joint services Advisor Swiss Insurance & Protekta



Protekta
Protection juridique

Liability insurance

Common Provisions

Art. W.1 Legal basis

The legal basis of the personal liability insurance is formed by the agreements set out in the policy, the Swiss Federal Law on Insurance Contracts (LCA), the Swiss Civil Code and the Swiss Code of Obligations.

Art. W.2 Conclusion of the contract

W.2.1 Beginning, term and end of the insurance

The insurance cover starts at the day agreed in the insurance policy or the application form.

The contract is concluded for a duration of one year. It is tacitly renewed year by year if it is not terminated by one of the parties according to article C.

W.2.2 Duty of notification

You are obliged to inform us correctly of any substantial **risks** of which you are aware or should be aware and about which you were asked in writing.

Substantial risks are risks that may influence Swiss Mobiliar in its decision whether to conclude the contract at all or whether to conclude it under the agreed conditions.

Art. W.3 Termination of the contract

W.3.1 If the duty of notification has been violated (non-disclosure)

We can terminate the contract in writing if you infringed your duty of notification by not informing us correctly or not informing us at all of a significant risk. The notice of cancellation becomes effective when you receive it. Our right of cancellation lapses four weeks after we became aware of the violation.

Our obligation to pay compensation lapses for damage that occurred previously and the occurrence or extent of which was influenced by the risk about which we were not correctly informed or not informed at all. If we have already paid compensation for such damage, we are entitled to demand reimbursement of the sum remitted.

W.3.2 In the event of a claim

Both parties are entitled to terminate the contract after a claim for which compensation is due.

We must terminate the contract at the latest when the claim has been settled. Our liability to provide insurance cover lapses 30 days after you receive our notice of cancellation.

You must give notice of cancellation at the latest 14 days after you have received notice of our settlement payment. In this case, our liability to provide insurance cover lapses 14 days after we receive your notice of cancellation.

W.3.3 Other reasons for termination

We may cancel the contract if the risks increase significantly, an insurance claim is fraudulent or the ban on making changes in the event of a claim has been infringed, an insured event has been caused wilfully, the insured is intentionally over-insured or has taken out duplicate insurance cover.

The cancellation becomes effective when you receive notification thereof.

Art. W.4 Premiums

W.4.1 Due date and payment of premiums

The premium and payment are settled between the insured person and Advisor Swiss Insurance SA.

The premiums are payable in advance to Advisor Swiss Insurance SA.

W.4.2 Premium credit on termination of the contract

If the insurance is cancelled for statutory or contractual reasons before the end of the contractual term, the unused premium is repaid.

If for legal or contractual reasons, the contract is cancelled before its expiration, the refund of the premiums is made for the period of unexpired insurance. These regulations are not valid in case of abuse of the insurance particularly in case of swindle in the insurance.

No refund is granted by Advisor Swiss Insurance SA in the following cases :

- W.4.2.1 you terminate the insurance after submitting a claim and the policy has been effective for less than 12 months.
- W.4.2.2 we supplied our services and that the insurance thus finishes because of the disappearance of the insured risk (it's a pity total or payment of all the contractual services performances).
- W.4.2.3 insurance abuse or fraud.

Art. W.5 Duty of notification and or her obligations

W.5.1 Increase or change in risk

During the term of contract, you must inform us without delay of any significant change in risk of which you are aware or should be aware and about which you were asked in writing before the conclusion of the contract.

W.5.2 Moving house, changing place of residence

Any change of name or adress must be reported to Advisor Swiss Insurance SA in writing within 30 days.

The insured is considered for transferring his place of residence abroad from the moment when he announces his departure in competent authorities or when he moves of the place of insured risk at present abroad.

The last known address held by Advisor Swiss Insurance is legally valid.

W.5.3 Due diligence and prevention of loss and damage

Insured persons are obliged to act with care and take adequate measures and precautions in accordance with circumstances to protect insured property and items.

W.5.4 Notification in the event of a claim

You are obliged to **report any claim without delay** to Advisor Swiss Insurance SA or, if necessary to Swiss Mobiliar Insurance Company Ltd. There you will receive swift and competent assistance.

You authorise us, as well as Advisor Swiss Insurance SA, to acquire all information that serves to determine the cause and extent of loss or damage.

W.5.5 Obligation to minimise loss

When loss or damage occurs, **you are obliged** to do everything in your power to **save the insured items** and to **minimise the loss**. It is **essential** that you :

W.5.5.1 contact **Advisor Swiss Insurance SA** for advice and follow his instructions or those of our representatives;

W.5.5.2 change nothing **at the place where the loss or damage occurred**, unless such changes help minimise the loss or are in the interests of the public; This helps us determine the extent of loss or damage and calculate the compensation due. We support you in coping with the loss or damage and finding suitable workmen for repairs and other persons or institutions that could be of assistance.

W.5.6 Costs of loss minimisation

We compensate loss minimisation costs within the scope of the sum insured. If the costs and the claim payments together exceed the sum insured, the costs are only compensated if the measures were taken on our instructions.

Art. W.6 Compensation and deductible

W.6.1 Calculation

We calculate the compensation based on the provisions applicable in accordance with legal requirements. We hereby proceed as follows :

- W.6.1.1 first the replacement value or the damage for which compensation has to be paid is calculated.
- W.6.1.2 from this sum, a deductible per claim is subtracted as specified in the policy.
If the deductibles specified vary, the highest one is applicable.
- W.6.1.3 Subsequently the benefit limits are applied. Sentimental value of objects is not taken into account.
- W.6.2 **Reduction of compensation**
- W.6.2.1 We are entitled to reduce compensation payments to the extent that occurrence or scope of loss or damage have been influenced by an infringement on your part of contractual or statutory requirements, or if measures called for under the circumstances to protect the insured items or property have not been taken.
- W.6.2.2 However, we will not reduce compensation payments if the infringement of the due diligence or other obligations occurred unintentionally.

Art. W.7	Place of jurisdiction
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You may file a suit against Swiss Mobiliar Insurance Company Ltd. in the case of differences of opinion in connection with claims resulting from your insurance at :

- W.7.1 your place of residence in Switzerland,
- W.7.2 Swiss Mobiliar Insurance Company Ltd's domicile in Berne, or
- W.7.3 at the location of the insured object provided this is in Switzerland.

Personal Liability Insurance

Special conditions

Art. W.8 Basic cover

W.8.1 Object of the insurance

In accordance with the insured categories outlined below for personal liability insurance, we protect the assets of the insured persons from the financial consequences of statutory liability claims by third parties and assume the costs of fending off insured but unjustified claims.

The insurance does not cover claims based on contractually assumed liability that goes beyond the legally stipulated liability and claims for any non-fulfilment of statutory or contractual insurance obligations.

W.8.2 Categories of insured persons

We cover the insured person in its private quality and capacity enumerated hereafter:

W.8.2.1 Private individual and head of family

The insurance covers an insured person's statutory liability in connection with their everyday activities in their private life as an individual.

W.8.2.2 Amateur sportsperson

The insurance covers an insured person's statutory liability as amateur sportsperson.

The insurance does not cover claims arising from injury or damage

W.8.2.2.1 caused during participation in equestrian events (i.e. horse races, show jumping events, etc.)

W.8.2.2.2 to the horses, saddles, bridles, sulkies or carriages used

W.8.2.2.3 caused as a hunter

W.8.2.2.4 as horse rider

W.8.3 Owner and user of animals

The insurance covers an insured person's statutory liability resulting from ownership and use of animals for non-commercial purposes.

Other persons, who keep animals belonging to the insured person, provided that the animals are not kept for longer than three months and are not kept for commercial purposes, are also insured.

The insurance does not cover claims arising from injury or damage :

W.8.3.1 caused by horses participating in equestrian events (i.e. horse races, show jumping events, etc.);

W.8.3.2 to the horses, saddles, bridles, sulkies or carriages used.

W.8.4 Owner and user of bicycles and motorbikes

If insurance cover is compulsory by law, we insure only claims relating to that part of the injury or damage that exceeds the limit of liability insured under the compulsory insurance.

W.8.5 Tenant

The insurance covers the statutory liability in their capacity as :

W.8.5.1 tenant of self-occupied residential buildings or premises in Switzerland, including claims arising from damage to communal parts of buildings or facilities installations for common use.

W.8.5.2 lodger in hotel rooms, holiday apartments and holiday homes, including mobile homes and unregistered caravans at a permanent location.

In these cases, the deductible per event is CHF 500

The insurance does not cover claims for damage that occurs gradually or is due to wear and tear.

- W.8.6** **Person responsible for objects taken in charge**
 We insure claims arising from damage to objects, including bicycles and motorbikes, rightfully taken in charge by an insured person or entrusted to them, for example lent or rented out.
- The insurance does not cover damage to :
- W.8.6.1** objects belonging to an insured person's employer
 - W.8.6.2** any type of motor vehicle, water vessel and aircraft (excluding parachutes and hang-gliders) for which liability insurance is legally required
 - W.8.6.3** trailers and caravans drawn by motor vehicles
 - W.8.6.4** objects used by an insured person for gainful or educational purposes
 - W.8.6.5** cash, securities, credit and customer cards, valuables and antiques
 - W.8.6.6** drafts, manuscripts, documents, technical designs, software and data carriers
 - W.8.6.7** objects subject to reservation of ownership
 - W.8.6.8** horses, saddles, bridles, sulky or carriages
 - W.8.6.9** household contents, including bicycles and mopeds belonging to persons living in the same room or apartment.
- W.8.7** **Person causing environmental harm**
 The insurance covers statutory liability for injury and damage in connection with environmental harm if the injury and/or damage are the result of a single, unforeseen and suddenly occurring event that requires immediate action, e.g. notifying the authorities, alerting the public, initiating loss prevention or loss minimisation measures.
- The insurance does not cover costs if several events with the same impact together trigger measures that would not be necessary upon the occurrence of a single event, for instance if noxious substances penetrate the ground occasionally, drop-by-drop, or if liquids from a mobile container are repeatedly spilled.
- Environmental harm includes lasting impairment of the natural state of air, water (including ground water) and land (fauna or flora) through emission, provided that this impairment may have or did have a damaging effect on human health, property or ecological systems. Environmental harm also includes a state defined by the legislator as "environmental damage".
- The insurance does not cover costs and claims
- W.8.7.1** in connection with discovering leaks, malfunctions and causes of damage, emptying and refilling installations, containers and pipes, as well as costs for repairs and alterations thereof;
 - W.8.7.2** arising from the environmental damage itself or in connection with environmental harm through historic contamination such as contaminated soil, and from sites or facilities for storing, processing or disposing of waste of all kind unless these are privately used compost sites or facilities;
 - W.8.7.3** arising as a result of culpable disregard of legal provisions and regulations issued by authorities.
- W.8.8** **Insured benefits**
 The personal liability insurance covers the insured persons for the following injury or damage caused during the term of the contract :
- W.8.8.1** **Benefits from the insured categories**
 Our benefits comprise compensation in the case of justified claims and defence against insured but unjustified claims in connection with the insured persons' statutory liability for
 - W.8.8.1.1** personal damage, i.e. death, injury or other health impairment of a third party
 - W.8.8.1.2** property damage, i.e. destruction, damage or loss of third party property

W.8.8.1.3 animal-related damage, i.e. death, injury or loss of animals belonging to a third party.

Our benefits are limited to the **limit of liability** specified in the policy per insured event. The arranged deductible is taken into account in each case.

All claims arising from damage with the same cause are deemed to be claims for a single event. The number of injured parties, claimants or beneficiaries is irrelevant.

The insurance does not cover claims for loss of assets not due to any insured personal, property or animal-related damage inflicted on or incurred by the claimant, as well as costs or compensation arising from criminal or administrative proceedings.

W.8.8.2 **Compensation for loss prevention costs**

We assume the costs that you are legally obliged to bear for loss prevention **in connection with environmental harm**, provided that these costs are incurred for appropriate measures to avert the threat, and that the occurrence of an insured event is imminent.

The insured costs are limited per insured event to the limit of liability specified in the policy for the personal liability insurance. The arranged deductible is taken into account in each case.

The insurance does not cover :

W.8.8.2.1 other costs of preventing damage, in particular costs for remedying or dispelling a hazardous state

W.8.8.2.2 damage prevention costs in connection with events caused by motor vehicles, water vessels or aircraft, as well as parts or accessories thereof.

Art. W.9 General

W.9.1 **Insured persons**

The personal liability insurance applies, according to the convention with Advisor Swiss Insurance SA and only after payment of the corresponding premium, to the following persons:

W.9.2 **Single person**

The insured as a single insured person

Also insured are minors during their holidays, living in a joint household with the insured person.

W.9.3 **Scope of insurance**

W.9.3.1 **Where does the insurance apply?**

The insurance is valid **worldwide**, for damages caused during the period in which the insured persons have their place of residence in Switzerland and have student status in Switzerland.

W.9.3.2 **When does the insurance apply?**

The insurance covers loss or damage caused during the arranged term of the personal liability insurance.

W.9.4 **Subsidiary cover**

If some damages are covered by another insurance policy, then a complementary and subsidiary cover is granted by the present policy within the defined scope of cover. The services of the other insurers take precedence and are deducted from the sum guaranteed by the present policy.

Accordingly, the claims for damages are covered on a subsidiary base to any type of insurance which may be applicable in place of the cover detailed in this policy, such as for example but not limited to: objects insurance, civil liability, accident.

W.9.5 **Duty of notification and other obligations**

W.9.5.1 **General obligation of loss prevention**

For personal liability insurance, **the insured persons** are obliged to remedy or dispel a hazardous state that could lead to damage **at their own expense** and within a reasonable period of time.

W.9.6 Determination of damage

The following provisions apply in connection with the determination of damage under the liability insurance :

W.9.6.1 We negotiate with the injured party. In this regard, we represent the insured and our settlement of the injured party's claims is binding on the insured.

W.9.6.2 We are entitled to pay compensation directly to the injured party without subtracting any deductible. In this case, the insured must repay the deductible to us, waiving any objections.

W.9.6.3 The insured are obliged to refrain from conducting any direct negotiations with the injured parties or their representatives about claims for damages, any acceptance of claims, the conclusion of compromises and the payment of damages without our permission.

W.9.6.4 You are not entitled to assign claims under this insurance to injured parties or third parties. The insured must also provide us, promptly and on their own initiative, with all further information about the case and actions undertaken by the injured parties, and with all evidence and documents concerning the matter, and support us to the best of their ability in our handling of the claim.

W.9.6.5 You must let us conduct any civil proceedings if no agreement can be reached with the injured party and legal proceedings have to be initiated. We assume the costs within the terms of the contract, up to the limit of liability. If the insured are awarded compensation in connection with the proceedings, we are entitled to these funds unless they are intended to cover the personal expenses of the insured.

W.9.7 General exclusions

The insurance does not cover claims

W.9.7.1 arising from injury to the person or damage to the property of an insured person or a person living in the same household or living in the same room or apartment as the insured person as well as to objects belonging to them

W.9.7.2 arising in connection with an official or professional activity (excepting insured professional activities of self-employed insured persons) or related to a commercial or agricultural enterprise

W.9.7.3 arising from liability as the owner or user of any kind of motor vehicle, water vessel and aircraft, including parachutes, hang-gliders, delta-gliders and paragliders, for which the law requires liability insurance and/or cover of liability claims, or would require these if the said vehicles, vessels and aircraft were or had to be registered in Switzerland;

W.9.7.4 arising from liability as the owner or user of go-carts and pocket bikes;

W.9.7.5 arising from kite surfing;

W.9.7.6 arising from loss of or damage to data and software that is not the consequence of an insured event;

W.9.7.7 arising from liability of the perpetrator for injury or damage caused by an intentional criminal act, offence or act of violence, or any attempt thereof;

W.9.7.8 arising from injury or damage that could be expected to occur with a high degree of likelihood, or was taken into account; are also concerned the damage resulting from the non-observance of regulations relating to the places where they occur;

W.9.7.9 arising in connection with the transfer of infectious human, animal or plant diseases;

W.9.7.10 arising in connection with asbestos;

W.9.7.11 arising in connection with recourse and compensatory demands from third parties for payments they have made to an injured party;

W.9.7.12 as a weapon owner.

Art. W.10 Information on a data protection

- W.10.1 Preliminary remark** The processing of personal data is an indispensable component of the insurance business. We process personal data in compliance with the Swiss Federal Law on Data Protection (DSG), under which data may be processed if the DSG or other legislation makes provision for the processing of data or the person concerned has given his/her consent.
- W.10.2 Permission clause** The application for insurance cover or a quotation contains a permission clause under which you allow us to process your data in accordance with the law.
- W.10.3 Release from the** In order to allow persons who are subject to professional confidentiality to transmit data, **obligation of** these persons must be released from their obligation to maintain confidentiality. The forms for the different insurance lines contain the relevant clause providing release from this obligation.
- W.10.4 Processing of** The following provides information on the basic principles applying to data processing **personal data** and examples of the use of data :
- W.10.4.1 Data processing**
Data processing means all activities involving personal data, irrespective of the means and procedures used, especially when data are obtained, stored, used, altered, disclosed, archived or destroyed.
- W.10.4.2** We process the data relevant to the conclusion of agreements and settlement of claims. In the first instance we process the information provided in the application for insurance cover or a quotation and the claims report. If necessary, we obtain additional relevant information from third parties (e.g. previous insurers, doctor) or examine official records. We undertake to treat any information obtained with confidentiality.
- Our collections of data are kept electronically or on paper and, in compliance with the applicable provisions, are protected against unauthorised access and amendments.
- W.10.4.3 Data exchange**
If required, the data is passed on to third parties involved in the matter, in particular co-insurers, reinsurers and other private or social insurance schemes in Switzerland and abroad. Information may also be forwarded to other liable third parties and their liability insurance for the purpose of implementing rights of recourse.
- To enable us to provide comprehensive insurance cover and the best possible products and to cut costs, our services are sometimes provided by legally independent companies in Switzerland and abroad. These could be group companies or external cooperation partners. We therefore need to be able to forward and process data within the group and to external parties within the limits of the objective of the contractual relationship and in compliance with the law.
- The Swiss insurance companies have set up a central information system (CIS) to help us combat insurance fraud. The CIS database has been registered with the Federal Commissioner for Data Protection, and entries are made in compliance with the CIS regulations.
- W.10.4.4 Agents**
Agents appointed by us are contractually and legally obliged to observe the provisions of the DSG to the same extent as we do.
- W.10.4.5 Storage**
Only the data that needs to be kept is stored in accordance with the provisions of the law.
- W.10.4.6 Right to information**
Policyholders and insured are entitled to receive information on their personal data that and correction of data has been saved or filed. They can also demand that false data be corrected.

Joint services Advisor Swiss Insurance & La Mobilière



La Mobilière
Assurances & prévoyance

