

General Terms and Conditions of Insurance Groupe Mutuel Assistance

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Art. 1 General

Under the collective agreement between Groupe Mutuel and Groupe Mutuel Assurances GMA SA (hereafter GMA SA), an insured who is subject to the Federal Law on Accident Insurance or who has contracted a supplemental insurance explicitly comprising «Groupe Mutuel Assistance» coverage is insured for the benefits described below. «Groupe Mutuel Assistance» benefits are insured by GMA SA.

Art. 2 Purpose of the insurance

The purpose of this insurance is to provide insureds who are travelling or staying outside of Switzerland (see Article 5) with the medical, legal, financial and personal assistance defined in these general terms and conditions of insurance in the event of an incident or a medical emergency.

Art. 3 Definitions

- Insurer: the term «Insurer» within the meaning of these general terms and conditions refers to the insurer who provides the insured the «Groupe Mutuel Assistance» coverage.
- Emergency call centre: the emergency call centre made available to insureds by GMA SA, is opened 24 hours a day, 365 days a year.
- Illness: any sudden, unforeseen alteration in a person's state of health as ascertained by a competent medical

authority. Chronic illness: an illness which develops slowly and lasts for a long time. Serious illness: an illness with a negative vital prognosis.

- Accident: any event caused by an extraordinary, violent, sudden and unforeseen external cause. Food poisoning is treated as an accident.
- Emergency call centre doctors: the doctors who process the requests for assistance received by the emergency call centre and decide on the appropriate action and means in accordance with these general terms and conditions.
- Medical transport: transport requiring medical escort; it is arranged and decided by the emergency call centre doctors.

Art. 4 Validity

- The validity of the insurance coverage is tied to the validity of the insurance policy contracted with the Insurer. Coverage terminates when the insured ceases to be insured or on the expiry date of the contract between Groupe Mutuel and GMA SA; the Insurer shall inform the insured in good time.
- «Groupe Mutuel Assistance» coverage is only valid for trips outside of Switzerland of a duration not exceeding 60 consecutive days.

Art. 5 Territory

«Groupe Mutuel Assistance» coverage is valid worldwide, including in the insured's country of domicile beyond a 20 km radius from the insured's main residence.

Art. 6 Travel information desk

Before their departure, insureds may contact the emergency call centre for important medical or administrative inquiries concerning passports, visas, vaccinations, taxes, customs, foreign exchange and other services.

Art. 7 Doctor networks outside of Switzerland

Insureds may call the emergency call centre to obtain the particulars of a doctor in the region where he is travelling. Most doctors in our foreign network speak English and a second foreign language in addition to their own mother tongue.

Art. 8 Remote medical service

If, during his trip, an insured needs medical advice which he cannot obtain locally, he can call the emergency call centre; a doctor will then assist him or consult a colleague who can. Diagnoses cannot be made over the phone; the telephone calls should be merely regarded as advice.

Art. 9 Medical evacuation and/or repatriation

If the medical team provided by the emergency call centre decides that the insured's state of health necessitates medical treatment or specific tests which cannot be carried out locally, the emergency call centre shall arrange for and cover:

- transport to a regional hospital facility or to a country where the insured can be treated until his condition allows him, if necessary, to be medically repatriated by the emergency call centre on a normal airline to a hospital near his home in Switzerland; or
- repatriation to Switzerland if there is no appropriate medical facility in the vicinity.

Medical repatriation and evacuation benefits are provided at no cost and are not limited in amount.

Art. 10 Sending in a specialist

In certain cases, if medical repatriation is impossible because of the insured's condition, the emergency call centre may arrange for a specialist of its choice to be sent at its cost to assess the patient's condition, cooperate with the attending physician and arrange for a possible medical repatriation.

Art. 11 Supervision of treatment

Should the emergency call centre doctors decide that the insured can be treated where he is, they will nevertheless remain at the attending doctor's and the insured's disposal if necessary. Non medical seated transport is not generally covered unless otherwise decided by the emergency call centre doctors.

If, for personal reasons, an insured decides to undergo treatment in another country, the emergency call centre will provide the necessary information to help him consult a specialist. The insured shall bear the full cost of treatment and transport.

Art. 12 Cash advances for admission to hospital and inpatient treatment

If an insured is hospitalised and does not have with him sufficient means of payment (cash, cheque or credit card) and his family, employer, insurer or any other guarantor cannot be immediately reached, the emergency call centre will guarantee or transfer up to CHF 5,000 to the hospital by way of deposit for his admission.

Art. 13 Sending drugs

In case of an emergency, the emergency call centre may send any essential drugs that are not available locally. The emergency call centre will cover the cost of carriage by regular airline or courier service; the insured remains liable for the cost of the drugs themselves.

Art. 14 Third-party transport costs

If an insured travelling outside of Switzerland alone is hospitalised for more than 7 days, the emergency call centre will issue to the person of his choice, who must be domiciled in the same country of residence as the insured, a transport voucher for a return airplane ticket in economy class to visit him. The visitor remains liable for his own accommodation costs.

Art. 15 Child repatriation

If, following an insured event, no one can look after the insured's underage children abroad, the emergency call centre can arrange and pay for their return, with an escort if necessary, to the insured's home or to the home of a relative.

Art. 16 Repatriation of the body

If the insured dies outside of Switzerland, the emergency call centre will bear the cost of transporting the body, by regular airline or by a special vehicle, up to CHF 10,000.

The emergency call centre will ensure that the consulate and the undertakers complete the necessary formalities; the cost of such formalities and any other expenses (including the purchase of a coffin) shall be for the family or the employer's account.

Art. 17 Search and rescue costs

Search and rescue costs will be reimbursed up to CHF 10,000 if the insured was in a situation of provable distress justifying the cost.

Art. 18 Legal, technical and personal assistance

If, during a trip outside of Switzerland, an insured imperatively requires the services of a lawyer, interpreter, technician or other, he can contact one of the emergency call centre's non medical professionals in the region where he is travelling, and this worldwide. He need only apply to the emergency call centre by phone or fax, specifying the type of assistance required. The insured is liable for the full cost of any services provided by the emergency call centre's network.

The emergency call centre may also assist insureds with a number of other services such as: finding a motor vehicle repatriation service, informing the competent services in case of stolen or lost luggage or credit cards, locating spare parts or other items, etc. In all such cases, the insured shall bear the full cost of the services concerned on a case by case basis.

Art. 19 Urgent messages

The emergency call centre shall inform the insured's family and employer about his request for assistance, keeping them abreast of the rescue operations (at no additional charge). Non urgent messages for the insured or his correspondent may be kept by the emergency call centre for 10 days.

Art. 20 Decisions, means and payment

In case of a medical emergency, the emergency call centre doctors will, once alerted, contact the insured's attending physician to establish the seriousness and urgency of the case.

The decision concerning the means to be employed will take into consideration the options for treating the patient where he is, the distances to be travelled and the time frame; the insured's family doctor or the employer's medical advisors will be consulted wherever possible.

The emergency call centre doctors alone shall decide which services are necessary, who shall bear the cost and, in particular, what means of transport are to be employed, with or without medical or paramedical escort.

In any event, the insured will not be subsequently entitled to claim reimbursement or indemnification for insured benefits which he did not apply for during the trip or which were not arranged by or in agreement with the emergency call centre.

Art. 21 Exclusions

In the following cases, the benefits contemplated under these general terms and conditions of insurance are not due:

- a. Benign conditions or lesions which can be treated abroad and which do not prevent the insured from pursuing his trip.
- b. If the insured's condition allows him to travel normally, in a passenger seat and without medical escort, unless the doctors of the emergency call centre accept to cover the cost.
- c. Convalescence and conditions which are in course of treatment and not yet overcome, relapses from prior illnesses with a risk of sudden aggravation, and trips made for the purpose of obtaining medical treatment.
- d. Pregnancy, except in the event of clear and unforeseen complications. Unborn children are covered; they must be declared within 10 days of birth at the latest.
- e. The consequences of suicide or attempted suicide.
- f. Mental illnesses which have already been treated.
- g. If the insured participates in or voluntarily exposes himself to foreign war activities, civil unrest, riots, insurrections and reprisals.
- h. Use of drugs other than those prescribed by a doctor, including all alcohol-related pathologies.
- i. The direct or indirect consequences of atomic reactions.
- j. If the insured participates in sports competitions or exercises a reputedly dangerous professional activity.

Art. 22 Obligations of the insured in case of a claim

1. The insured shall immediately notify the emergency call centre of any event or condition affecting him, dialling 0848 808 111 (from abroad: +41 848 808 111); the number is on his insurance card.
If he does not comply with this rule, the insured forfeits his entitlement to benefits. The insured is liable for any additional expenses which the emergency call centre would not have incurred if the insured had declared the case immediately.
2. The insured undertakes to use his best efforts to limit losses and to clarify the relevant circumstances.
3. The insured must fully comply with his legal and contractual obligations to notify and inform, and duly observe the rules of good conduct (including, inter alia, prompt notification of the insured event to the specified contact address).
4. In the event of an illness or an accident, the insured shall release his attending physicians from their professional secrecy vis à vis the emergency call centre and GMA SA, and shall remain at the disposal of any doctors and representatives delegated by the emergency call centre for the purpose of establishing his state of health.
5. The insured shall safeguard any benefits he may be entitled to claim from the emergency call centre or GMA SA in respect of third parties, and assign them to GMA SA.
6. In any event, the decision whether or not to transport the insured, as well as the choice of date, means of transport and admission arrangements will be taken and made by the emergency call centre's medical team.
7. If the emergency centre decides to take over transport in accordance with Article 9 of these general terms and conditions of insurance, the insured shall remit to GMA SA his unutilised original return ticket or the corresponding refund.

Art. 23 Restrictions

No requests presented by a contracting party under these general terms and conditions will be deemed valid unless GMA SA is notified of the clause on which the request is based within 30 days of the occurrence of the insured event.

Art. 24 Subrogation

GMA SA is subrogated, up to the amount of the benefits provided, to the insured's rights and claims against any third parties liable for the insured event occasioning GMA SA's intervention. If the benefits provided under these general terms and conditions are fully or partially covered by compulsory or private insurance, GMA SA shall be subrogated to the rights and claims of the insured against such insurance.

Art. 25 Disclaimer

GMA SA declines all liability if, following a strike or for other reasons beyond its control, including cases of force majeure (war, invasions, enemy attack, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, riots or civil unrest, closed airports, or prohibitions under local law), it is unable to provide services at all, or cannot provide them in good time.

Art. 26 Notices

Notices by GMA SA to the insured shall be sent in writing to the insured's last known address. The same applies for notices by the insured which shall be sent to:

Groupe Mutuel Assurances GMA SA

Rue des Cèdres 5

P.O. Box - CH-1919 Martigny

Art. 27 Statute of limitations

Claims based on «Groupe Mutuel Assistance» coverage become statute-barred two years after the event giving rise to the claim.

Art. 28 Jurisdiction

In case of differences and disputes arising in connection with these general terms and conditions of insurance, the insured may choose the jurisdiction of the courts of his place of residence in Switzerland, or of the registered office of the Insurer. If the insured is domiciled outside of Switzerland, the courts of the canton of Valais shall have exclusive jurisdiction.

Art. 29 Governing law

The Federal Law of 2 April 1908 on Insurance Contracts is applicable.