

## Special Terms and Conditions for ActiVita Insurance

**AJ**

AJGA01-E5 – Edition: 01 Jun 2006

### Contents

<b>Art. 1</b>	Purpose of the insurance	<b>Art. 7</b>	Obligations of the insured
<b>Art. 2</b>	Scope of coverage	<b>Art. 8</b>	Premiums
<b>Art. 3</b>	Eligibility	<b>Art. 9</b>	Extension of Acrobat (AB) coverage
<b>Art. 4</b>	Insured benefits	<b>Annex A</b>	
<b>Art. 5</b>	Coverage for sports activities	<b>Annex B</b>	
<b>Art. 6</b>	Hazardous activities		

The following provisions are subject to the General Terms and Conditions for Supplemental Health and Accident Insurance (CGC), whose edition is specified in the insurance policy.

### Art. 1 Purpose of the insurance

1. ActiVita insurance covers the economic consequences of accident.
2. It provides benefits supplemental to those provided under the compulsory insurances (LAMa/KVG, LAA/UVG and LAM/MVG).
3. Illnesses (including occupational illnesses within the meaning of the LAA/UVG) are excluded from the coverage.

### Art. 2 Scope of coverage

1. Where health impairments are only partly due to an insured accident, benefits are determined proportionally based on a medical assessment.
2. Relapses and after-effects of accidents that occurred before the contract was concluded are not insured.
3. Relapses during the five years following the occurrence of the insured accident under this contract are covered provided the policy is still valid when the relapse occurs.
4. Accidents and their consequences occurring after the contract has expired are not covered by the insurance.

### Art. 3 Eligibility

ActiVita insurance may be contracted by any person domiciled in Switzerland up to the date of his 60th birthday.

### Art. 4 Insured benefits

The Insurer provides the following benefits:

1. Inpatient treatments
  1. General  
In case of hospitalisation, the Insurer covers the cost of treatment and accommodation in a private ward of a recognised hospital in Switzerland as long as the accident victim's condition is deemed acute.

2. Inpatient rehabilitation treatments  
In the case of inpatient rehabilitation treatments, the Insurer covers the cost of treatment and accommodation, for a maximum of 120 days per accident, in a private ward of a recognised hospital in Switzerland.
3. Hospitalisation abroad  
If an insured has an accident abroad and requires acute hospitalisation treatment, the Insurer covers the cost of treatment and accommodation up to a maximum of 90 days per accident, but not more than CHF 3,000 per day.
2. Search, rescue and emergency transport  
In the event the insured suffers an accident, the Insurer will cover the rescue costs as well as emergency transport to the doctor or nearest hospital.  
In addition, the Insurer refunds the costs incurred in searching for a missing person, if there is every reason to believe that this person went missing without any intention and that, in all likelihood, his life is seriously threatened following an accident.  
For all of these costs, total compensation is limited to CHF 60,000 per accident.
3. Repatriation on health grounds  
If necessary:  
Telephone number: 0848 808 111 (+41 848)  
With the Insurer's prior approval, repatriation transport costs are covered.  
Are also reimbursed the costs of repatriating the mortal remains of the insured, up to a maximum of CHF 10,000.
4. Transport costs when undergoing a medical treatment  
The Insurer reimburses the cost of transport, in Switzerland, required when undergoing an outpatient medical treatment following hospitalisation, when the consequences of this accident prevent the insured from getting around on his own.

The maximum coverage for these costs is CHF 1,500 per accident.

5. Plastic surgery

With the Insurer's prior approval, coverage can be extended to plastic surgery treatments, in Switzerland, that would be required following an insured accident. Coverage is limited to a maximum of CHF 60,000 per accident.

6. Fitness membership

If, following an accident, the insured can no longer practice a sport, the Insurer reimburses, on a pro rata basis and upon presentation of the original medical documents, the cost of sports subscriptions or memberships taken out before the accident and which can no longer be used. The maximum coverage for these costs is CHF 500 per accident.

7. Emergency hotline

If necessary:

Telephone number: 0848 808 111 (+41 848)

In the event of an accident involving the insured person and requiring that the insured or a third party undergoes a medical treatment or examination, the insured person may benefit from legal advice by phone in response to his urgent questions.

8. Caretaking for your home

If necessary:

Telephone number: 0848 808 111 (+41 848)

In the event of an accident requiring hospitalisation for more than 24 hours, the following services are covered by the Insurer and provided by a partner appointed by him, up to an amount of CHF 1,500 per accident and as long as hospitalisation is medically justified:

- checking fridges and freezers;
- checking electric facilities;
- emptying the letter box and forwarding the letters to the insured or to a person appointed by the latter;
- taking care of pets and feeding them;
- watering the plants;
- airing the rooms.

No benefits can be provided if the keys to the insured's domicile are unavailable in Switzerland.

Annex B specifies the conditions for the intervention of the partner appointed by the Insurer.

## Art. 5 Coverage for sports activities

Coverage also includes non-occupational sports activities, as long as these are not considered as hazardous activities within the meaning of Article 6 below.

## Art. 6 Hazardous activities

1. Hazardous activities refer to activities in which the insured knowingly exposes himself to a particularly strong hazard, without taking or being able to take precautions that would reduce the risk to a reasonable level. In case of doubt, LAA/UVG rules shall apply by analogy.

Hazardous activities include, in particular:

- motor racing (including training sessions);
- boxing matches, full-contact, etc.;
- extreme karate;

- motor boat racing (including training sessions);
- speed skiing (to attain speed records);
- base-jump;
- scuba diving below 40 metres.

The Insurer provides no benefits in the event of hazardous activities.

2. The following do not constitute hazardous activities, provided they are carried out in normal conditions:

- bungee jumping;
- scuba diving (above 40 metres);
- hydrospeed;
- base-jump;
- river rafting;
- parachuting and paragliding.

## Art. 7 Obligations of the insured

1. Before each hospitalisation for rehabilitation treatment, the insured shall check that the facility, hospital ward or clinic where he is to be treated is a facility recognised by the Insurer.
2. When the insured intends to receive any of the benefits mentioned in Articles 4.3, 4.7 and 4.8, he shall immediately report the accident by calling the following number: 0848 808 111 (+41 848 808 111, when calling from abroad).

## Art. 8 Premiums

An insured person who reaches the last year of his age group is automatically transferred to the next age group at the beginning of the following calendar year. The applicable age groups are:

- from 0 to 18;
- from 19 to 25;
- from ages 26 to 71, age groups are graduated in 5-year brackets.

## Art. 9 Extension of Acrobat (AB) coverage

1. The insured may take out ActiVita insurance without having to undergo a health examination providing that this insurance is replacing an Acrobat insurance of Groupe Mutuel Assurances GMA immediately after its expiry, due to the age limit of the insured. Any existing medical exclusion in Acrobat insurance will be carried over to the new contract.
2. In this case, and by way of derogation from Article 2.2 of these Special Terms and Conditions, relapses and after-effects covered under Acrobat insurance are insured.

## Annex A – Summary of benefits

	<b>Benefits</b>	<b>Covered</b>
<b>Worldwide</b>	Inpatient treatments in a private ward	– unlimited in Switzerland – max. CHF 3,000/day abroad
	Costs of search, rescue and emergency transport	max. CHF 60,000 per case
	Repatriation on health grounds	unlimited
	Emergency hotline	24/7
<b>In Switzerland</b>	Inpatient rehabilitation treatments	max. 120 days per case
	Transport costs when undergoing a medical treatment	max. CHF 1,500 per case
	Plastic surgery (inpatient and outpatient treatments)	max. CHF 60,000 per case
	Caretaking for your home	max. CHF 1,500 per case
	Refund of a fitness membership	max. CHF 500 per case

## Annex B – Caretaking for your home

### **Types of benefits/services provided by the partner appointed by the Insurer**

Benefits provided are decided upon in agreement between the insured person (or a third party on his behalf) and the service provider appointed by the Insurer.

The list of services mentioned in Article 4.8 of these insurance conditions is decisive.

The insured person (or a third party acting on his behalf) shall notify immediately and in writing the service provider appointed by the Insurer of any complaints regarding the services delivered.

### **Civil liability of the partner appointed by the Insurer**

The insured is covered for damages resulting from an incorrect execution of the mandate assigned according to the insurance policy concluded by the Insurer's service provider. Both physical injury and material damage are covered up to a maximum of CHF 10,000,000; patrimonial damages are covered up to a maximum of CHF 1,000,000 per case. The insured waives his right to any claims towards the service provider appointed by the Insurer.

The service provider appointed by the Insurer accepts no responsibility for damages due to technical defects on equipment or appliances, as well as due to theft/burglary or an assault.

The service provider appointed by the Insurer accepts no responsibility for services that were not provided or that were provided late due to accidents, poor services delivered by third parties (e.g. telecommunication network and electric power supply) or traffic disruptions.

### **Telephone recording**

The insured acknowledges that the service provider appointed by the Insurer will record, if necessary, the telephone conversations held with him.

### **Governing law and jurisdiction**

Swiss law shall apply to all legal relations between the insured and the service provider appointed by the Insurer; the place of jurisdiction is the headquarters of the service provider appointed by the Insurer.