UNIQA ÖSTERREICH VERSICHERUNGEN AG
SUCCURSALE DE ZÜRICH
GENERAL CONDITIONS OF GROUP HEALTH AND ACCIDENT INSURANCE

PERFORMA PREMIUM GPAFI

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GENERAL CONDITIONS OF THE "PERFORMA" GROUP
HEALTH AND ACCIDENT INSURANCE

A. GENERAL CONSIDERATIONS

Article 1 General bases

The health and accident insurance is based on:

a) these General Conditions of Insurance (GCI), any additional conditions, as well as the provisions in the policy and any additional clauses;

b) the Swiss Federal Law on the Insurance Contract of 2 April 1908 for issues that are not covered in subclause a);

c) the written statements made by the proposer in the proposal and in any other relevant documents.

Article 2 Purpose of the insurance

UNIQA will pay, within the limits of these General Conditions of Insurance, the costs and expenses incurred in treating illnesses and accidents.

Article 3 Definitions

Illness — Any unintended impairment of the state of health diagnosed by a medical practitioner that is not the consequence of an accident. Complications that develop during pregnancy and childbirth are deemed to be illnesses.

Accident — Any sudden and unintended injury to the human body caused by an unusual external occurrence.

Doctor — Any medical practitioner who has a degree from a Swiss university and is entitled to practice or any medical practitioner who has a degree from a foreign university that is deemed to be of an equivalent standard.

Hospital — Any establishment that provides medical treatment, surgery or rehabilitation prescribed by or under the continuous supervision of a medical practitioner, has full-time nursing staff, and:

a) primarily provides inpatient treatment to the sick and injured;

b) has the equipment and facilities required for treatment;

c) keeps an up-to-date medical file on each patient.

Maternity — The physical condition of a woman from conception to childbirth and all associated physical events. The term is understood in the broadest possible sense and includes pregnancy.

Hospitalisation — Any stay in a medical establishment that is prescribed by a medical practitioner for a period exceeding 24 consecutive hours is deemed to be hospitalization.

Treatment — Any scientifically recognized care given with the objective of re-establishing or preserving health.

Spa treatments — A course of treatment at a thermal spa or period of convalescence is deemed to be a temporary stay by the insured person away from his/her home, in a health resort where he/she undergoes spa treatment under the supervision of medical staff on the instructions of the medical practitioner in charge of the case.

Medical auxiliary — Any professional with a qualification that is legally recognized at the place where care and treatment are provided, which allows him/her to practice his/her profession in an auxiliary capacity and who assists the medical staff in treating and caring for the victims of illness or accidents.

Policyholder and insured person — The policyholder is the legal entity or individual that concludes a contract with the insurer. Insured persons are deemed to be the persons or groups of persons named in the policy.

B. SCOPE OF THE INSURANCE

Article 4 Benefits

The benefits provided are set forth in the insurance policy and any annexes thereto.

Article 5 Insured persons

a) All the persons named by the policyholder are insured subject to the provisions of Article 26 c).

b) The spouse and children of the insured person are not covered, unless expressly stated in the contract.

c) Whenever the circumstances of his insured members change, the policyholder will submit an updated list of members with the new details.

d) the age limit for membership is 65.

Article 6 Territorial validity

The Insurance cover is valid worldwide.

Article 7 Restrictions on the scope of the cover

The following are not covered by the insurance policy:

a) illnesses or accidents resulting from a deliberate and intentional act by the insured person, such as self-inflicted injury;

b) illnesses or accidents suffered by insured persons during military service or during voluntary service in wartime since insurance cover will be suspended under such conditions;

c) the consequences of wounds or injuries resulting from active participation in car and motorboat racing events and training on a race course or from active participation in dangerous competitive sports; the consequences of participating in other types of amateur competitive sports are usually covered;

d) subject to the provisions of Article 7e), amateur aviation, flight or jumping accidents (airplane, glider, hang-glider, paraglider, ULM, parachute, or other similar devices or equipment), when the flights or jumps are undertaken in breach of official regulations or without having obtained the official licences and certificates or without having taken out insurance that covers the disability claims that are specific to this type of risk;

e) aviation accidents are not covered unless the insured person or the beneficiary is on board an aircraft with a valid Certificate of Airworthiness and is flown by a qualified pilot who holds a valid licence for the type of aircraft concerned, whereby the pilot may be the insured person himself;

f) the consequences of riots or rebellions if the insured person has participated in them in breach of the applicable laws; the consequences of brawls, except in cases of legitimate self-defence are also excluded;

g) rejuvenation treatments and beauty treatments, subject to the proviso that plastic surgery is covered when it is necessary after the occurrence of an insured event and/or an accident or an illness that occurred after the insured person or beneficiary insured themselves against the risk;

h) illnesses or accidents that are the direct consequences of crimes or offences committed intentionally;

i) illnesses or accidents that occurred during periods of military service abroad;

j) the consequences of wartime events, unless the insured event occurs within a period of 30 days from the outbreak of hostilities in the country in which the insured person is staying and the events have consequently taken him/her by surprise;

k) damage to health due to ionizing radiation and the dangers of nuclear energy in the event of major incidents. The effects of medically prescribed radiotherapy for insured illnesses are covered, however.

Article 8 Other insurance policies

a) If the insured person has a primary insurance, UNIQA will always intervene in addition to this insurance.

b) If the costs are covered by several private insurers that are governed by the Swiss Insurance Contract Act, the costs covered under the present contract will only be reimbursed proportionate to the benefits that are covered by all the insurers concerned. It will not be possible to offset a reduction made by another insurer.

C. BENEFITS

Article 9 Level of benefits

The level of benefits is set forth in the "list of benefits" annexed to the policy concluded with the GPAFI.

Article 10 Insured costs

Cover includes reimbursement in addition to the entitlement to benefits allowed by the basic health insurance provided by the organization, with the exception of complementary or ex gratia benefits:

a) the costs of a room in a hospital (daily rate);

b) the medical fees;

c) the costs of scientifically recognized diagnostic and therapeutic measures;

d) the costs of the services of qualified nursing staff prescribed by the medical practitioner;

e) the costs of medicines, equipment and anaesthetics used in the treatment and the costs of the operating theatre.

d) a waiting period applies to the following benefits

i) Sterility treatments including in vitro fertilization: waiting period of 24 months.
Sterility treatments allowed by the basic insurance and starting from the 25th month of the affiliation might be covered. The sterility treatment starts from the first investigation in case of a possible sterility and includes all the other related treatments till the pregnancy.

ii) Psychological and psychiatric treatments: waiting period from the date of affiliation 12 months for adults and 6 months for children of the age group 0-18 years. The limit applies depending on the age at the date of the affiliation.
In all cases, the waiting period applies for outpatient or inpatient treatment for a psychological or psychiatric condition starting after the date of affiliation. For existing or planned treatment at the date of the affiliation, the insurer may make an exclusion for a longer period. The insurer may take all necessary medical information about the date of beginning of the disease and the treatment.

Article 11 Spa treatments

a) The costs of courses of treatment at thermal spas are paid subject to the stipulated ceilings.

b) Thalassotherapy, high-altitude, rejuvenation, rest and regeneration treatments and a change of air are not deemed to be cures within the meaning of these General Conditions of Insurance.

Article 12 Dental costs

According to the contractual provisions, dental costs that are within the stipulated ceilings are covered.

Article 13 Maternity and childbirth

a) Waiting time of 12 months
Any pregnancy starting within 12 months from the date of the affiliation is not covered, including the costs of birth of the baby.
The costs of a pregnancy starting from the 13th month of the membership are covered, including delivery charges. The insurer may request a medical certificate to verify the date of the beginning of the pregnancy.

b) In the case of childbirth, when UNIQA pays benefits to the insured woman, it will also pay the costs of the standard care of the newborn while the mother is hospitalized. This additional cover does not include the costs of the child's medical treatment.

Article 14 Benefits in the event of a stay abroad

Benefits are covered worldwide.

Article 15 Ceilings

The reimbursement ceilings are set forth in the "list of benefits".

D. PREMIUMS

Article 16 Calculation of the premium

Unless otherwise agreed, the premium is payable for each full month.

Article 17 Provisional premium and final statement

a) The policyholder is required to pay a provisional premium at the beginning of each month that corresponds as closely as possible to the estimated level of the premium. Payment is due one month in arrears.

b) The final premium statement is prepared at the end of each calendar year or upon termination of the contract. The insurer will provide the policyholder with a form for this purpose, asking him/her to supply all the information that is required to determine the final statement. The ensuing additional premium must be paid within one month from the date the insurer notifies the amount that is payable to the policyholder. The insurer will reimburse the policyholder any excess premium paid within the same deadline, commencing from the date of preparation of the final premium statement.

If the policyholder fails to return the form that is needed to determine the final premium statement within one month from receipt, the insurer is entitled to set the final premium on the basis of its own assessments.

c) The insurer is entitled to verify the data supplied by the policyholder, who must accordingly allow the insurer to inspect all the relevant items (payslip, etc.). If the declarations made by the policyholder regarding the bases for the calculation of the premiums have no bearing on reality, the insurer will send the policyholder, at the latter's expense, a formal demand to amend his statement within 30 days commencing from the dispatch of the aforementioned formal demand. If the formal demand does not have the desired effect, the obligations on the part of the insurer will be suspended upon expiry of the 30-day deadline. Upon amendment of the declaration, the insurer will send the policyholder an amended premium statement, with retroactive effect, which the policyholder must pay within 30 days.

d) The insurer may adjust the provisional premium (Article 17 a)) at the beginning of each calendar year to the changes in the circumstances of the policyholder.

Article 18 Non-payment of premiums

If the premium is not paid within the stipulated deadlines, the insurer will send the policyholder a reminder to pay within 14 days, setting forth the consequences of further default.
If the reminder does not have the desired effect, UNIQA will suspend benefits upon expiry of the deadline for payment.

If a reminder to pay the premium is sent by UNIQA or late payment is accepted, the contract will become effective again from the date the outstanding premium, including default interest and costs, was paid.

Article 19 Change to the premium rate

The insurer may change the premium rate. If the premium rate is changed, the insurer will inform the policyholder of the new contractual provisions no later than 90 days before the end of the insurance year.

The policyholder is then entitled to terminate the contract for the end of the insurance year under review. The notice of termination is not valid unless it reaches the insurer by the last day of the insurance year. If the contract is not terminated, the policyholder is deemed to have agreed to the contractual amendment.

E. CLAIMS

Article 20 Reporting a claim

When the insured person has a claim to a benefit, he/she must inform the insurer without delay. A medical practitioner must be consulted within a reasonable time limit following the onset of the illness or after the accident.
The insured person agrees to do his/her utmost to assist in determining the nature and causes of the illness as well as the after-effects of an accident. The insured person will be required to undergo a medical examination performed by a medical officer designated by the insurer, whenever he/she is requested to do so, and a period of hospitalization, if this is necessary for recovery.

Article 21 Obligation to provide information

The insured person agrees to provide the insurer with all the information that is likely to be relevant to the assessment of an insurance claim. The insurer is entitled to request information about his/her state of health from the medical practitioners who are treating or have treated the insured person, provided this information is used to determine the entitlement to benefits. The insurer may specifically request medical certificates and other documents and arrange for the medical examination of the insured person to be performed by one or more medical practitioners of its choice.

Article 22 Refusal to provide information

If the insured person breaches the obligations set forth in Article 21, he/she will lose his/her right to benefits until such time as he/she complies with them again. The insurer will set

an additional deadline of 14 days for compliance with all these obligations. The benefits will cease upon expiry of this deadline.

Article 23 Notifications and address

All notifications that the policyholder or the insured person are required to send to the insurer will only be valid if they are addressed directly to the headquarters of UNIQA in Geneva.

UNIQA will send all requisite notifications to the last known address indicated by the policyholder or by the insured person.

F. EFFECTIVE DATE, DURATION AND TERMINATION

Article 24 Duration and termination

a) The contract will enter into force as soon as the company issues the policy to the policyholder or confirms acceptance of the proposal to the policyholder, but no earlier than on the date agreed and stated in the policy (commencement of the contract).

The contract is automatically renewed each year, unless it is terminated by either party three months prior to 31st December.

Article 25 Insurance cover

The insurer decides whether the insurance is to be subject to normal or stricter conditions or whether it is to be refused. This decision is normally made on the basis of the files that are available to the insurer, but the insurer is also entitled to make its decision contingent upon the additional information to be provided by the policyholder, or upon a medical examination at the expense of the insurer, of those proposers for whom the insurer deems it to be necessary. The proposer is obliged to answer the questions asked accurately and truthfully and not to conceal any facts about his/her state of health that might influence the decision made by the insurer.

Article 26 End of the insurance cover

Cover will cease:

a) when the insured person is no longer a member of GPAFI;

b) when the insured person is no longer a member of his organization's basic insurance;

b) when the insurance contract is terminated or suspended due to non-payment of the premium.

Article 27 Damage limitation clause

In the event of a claim, the insured person shall do his/her utmost to limit the damage.

G. MISCELLANEOUS

Article 28 Medical secrecy

The insured person releases all the medical practitioners whom he/she has consulted before and during his/her acceptance of the insurance cover from professional secrecy vis-à-vis UINQA ASSURANCES SA and its medical officers.

The insurer agrees to treat all the information supplied to it in the strictest confidence, including the results of examinations and analyses which are disclosed to the insurer.

Article 29 Assignment of rights

The insured person assigns to UNIQA all his/her rights up to the total amount of the benefits that he/she has paid.

The insured person is obliged to provide written confirmation of this assignment of rights upon request by UNIQA , failing which the cover will expire.

Article 30 Breach of contractual obligations

If the insured person breaches one of the obligations to which he/she is bound, this will release the insurer from its obligations, unless there is evidence that this breach was not the result of negligence, or that it has had no impact whatsoever on the damage or on the rights and obligations of the insurer. In the event of abuse or fraud or attempted abuse or fraud that is proven by the insurer, the latter is entitled to exclude the insured person concerned from cover with immediate effect.

Article 31 Place of performance and jurisdiction

The obligations arising from this insurance contract must be performed on Swiss territory and in Swiss currency.

The place of jurisdiction is Geneva as the headquarters of the Swiss branch of the insurer or the domicile in Switzerland of the insured person or beneficiary.

Article 32 Concluding provisions

In the event of conflicting interpretations of these General Conditions of Insurance, the French version shall prevail.

H. ASSISTANCE

Article 33 Subject matter

The insurance cover is defined by the policy, these general conditions and any special conditions and the table of guarantees.

Article 34 Definitions

Accident
An accident is deemed to be any sudden and unintentional indemnifiable event, caused to the human body by an extraordinary external cause which compromises physical safety or results in death, but excluding psychological or mental disorders (cf. art. 4 LPGA).

Insured persons

a) All the persons named by the policyholder are insured subject to the provisions of Article 26 c).

b) The spouse and children of the insured person are not covered, unless expressly stated in the contract.

c) Whenever the circumstances of his insured members change, the policyholder will submit an updated list of members with the new details.

d) the age limit for membership is 65.

Insurer
AXA Assistance is represented in Switzerland by Inter Partner Assistance S.A., Brussels, Geneva office, located at Cours de Rive 2, 1204 Geneva.

Baggage
All effects which the insured person carries with him whilst travelling for his personal or professional use or which he hands to a carrier to be transported.
Baggage is understood to mean: travelling bags, suitcases, bags and their content, excluding clothes worn by the insured.

Travel
Coverage is valid for private trips of a maximum duration of 180 consecutive days outside of the home country.

Home
Home means the insured's place of residence prior to travelling.

Damaged home
The damaged home or usual place of residence of the insured which has become uninhabitable for reasons beyond the insured's control.

Epidemic
A contagious disease affecting a large number of people at the same time and classified as such by the World Health Organisation.

War
Any activity arising out of the use or attempted use of an armed force between nations including civil war, revolution, invasion. War does not include acts of terrorism or attacks.

Accommodation
A middle range hotel room + breakfast. No other temporary accommodation can give rise to reimbursement of any kind.

Hospitalisation
Unexpected and necessary stay, for a period of more than 24 hours, in an official public or private care facility, medically prescribed, for medical treatment following an illness or accident (not treatment of a cosmetic nature or the consequences thereof) of which the insured was not aware prior to leaving.

Illness
An illness is deemed to be any involuntary impairment of physical health which is not due to an accident and which requires a medical examination or treatment or renders the person unfit for work.

Policyholder
The insured person with an health insurance UNIQA via the GPAFI designed in the insurance policy.

Early return
The early and necessary return of the insured to his home country or usual country of residence occurring during the trip.

Loss occurrence
Any event likely to give rise to the involvement of AXA Assistance.

Terrorism/attack
An act which:

- is committed for political, religious, ideological or similar reasons, involving the use of violence, or the unlawful use of force, or an unlawful act which endangers human life or material property;
- is committed by any person or group of persons acting alone or on behalf of any organisation or government (de jure or de facto), or in relation with such governments or organisations.

Ticket
A plane ticket in the same class as that used by the Insured for the trip or a 1st class train ticket. The insurer may ask the insured to use his ticket if the latter can be used or changed. Otherwise, when the assistance service has paid for his return, the insured must forward his original ticket unused to the insurer or such amount as is reimbursed to him by any authorised body.

Cover zone
The assistance/insurance cover applies worldwide unless any other area of application is specified in the policy

regarding the various insurance elements and with the exception of the following countries or territories:

- Antarctica;
- Arctic;
- More than 200 kilometres offshore.

Benefits
The benefits described below are limited depending on the upper limit selected in the Policy.

Article 35 Medical Assistance

a) Benefits and insured events

The insurer pays and makes the necessary arrangements for the provision of the guarantees and benefits set out above. These guarantees and benefits are provided 24/7 in the event of accident or illness suffered by the insured whilst on a trip.

b) Search and rescue costs

The insurer pays the search and rescue costs necessary and justified to save the life or physical well-being of the insured. The costs in question must be justified by the situation. Furthermore, all cover is excluded in the event of the insured being kidnapped.

c) Medical transportation

Medical evacuation

Where the primary emergency services are non-existent in the country of travel, the insurer organises and pays for emergency transportation to the nearest hospital with appropriate medical facilities, subject to the approval of the insurer's medical team on the means and place of evacuation.

Medical repatriation

The insurer's doctors contact the local doctors treating the insured and take the decisions best suited to the insured's condition based on the information obtained and medical requirements only.

If the insurer's medical team recommends the repatriation of the insured, the insurer organises and pays for the said repatriation based solely on medical requirements.
The destination of the repatriation is:

- either the most suitable hospital;
- or the nearest hospital in the home country or the assigned country;
- or the insured's home or usual place of residence.

The final choice of the place of hospitalisation, the date, the need for the insured to be accompanied and the means used are a matter solely for the insurer's medical team.

Sending out a doctor

If the circumstances require it, the insurer's medical team may decide to send out a doctor in order to better assess the measures to be taken and to organise them. The insurer pays the travel costs and consultation costs of the doctor which it has appointed.

Monitoring in-patient and out-patient care

Throughout his treatment, the insured has access to the insurer's medical team who can advise him if need be.
The medical team must have access to the insured's medical records. Therefore, the insured expressly authorises the insurer's medical team to request medical results and reports from the doctor treating the insured locally.

Assistance in the event of death

Repatriation in the event of death

With the agreement of the deceased's family, the insurer organises and pays for the repatriation of the insured's body (or his ashes) from the place of death to the place of interment in his home country or country or origin.
The insurer pays the costs of post mortem treatment, laying in a coffin and making the arrangements necessary for transportation.
Funeral and ceremonial costs and the costs of local convoys, interment or cremation remain payable by the insured's family.
The choice of companies involved in the repatriation process is a matter solely for the insurer.
If desired, the insurer pays the costs of interment locally, up to the amount which it would have been liable to pay in the event of repatriation of the insured's mortal remains.

Assistance with formalities following a death

If the presence locally of a member of the insured's family or a close relative proves to be essential for identifying the body of the deceased insured and the formalities of repatriation or cremation, the insurer provides a return ticket. This benefit can only be claimed if the insured was alone in the location at the time of his death.
The insurer pays the costs of accommodation for a period of 3 consecutive nights.

Costs of coffin

The insurer pays the costs of a coffin required for transport.

Return of the person accompanying the insured in the event of medical repatriation or death

If, following a medical repatriation or the death of the insured, the insured person who was travelling with the insured also has to return early, the insurer organises and pays for a ticket home, provided that the means initially intended for his return trip are not usable or cannot be changed. The insurer reserves the right to use the initial ticket.
This cover cannot be used in conjunction with the "Visit by close family members" cover.

Visit by close family members

If the insured's condition prevents him from being repatriated and if the local hospitalisation is more than 5 consecutive days, the insurer organises and pays for a return ticket and accommodation locally for 2 close family members.
This cover is only granted in the absence, locally, of a legally adult member of the insured's family.

Medical advice 24/7

The insurer will provide medical advice to any insured calling the helpline. In an emergency situation and insofar as it is able, the insurer may put the insured in contact with doctors appointed by the insurer, and help the insured to find the most appropriate solution to his health problem, i.e. taking medication, medical treatment or hospitalisation. The involvement of the doctor will be limited to giving objective information. The purpose of the service is not under any circumstances intended to provide a personalised telephone medical consultation or to promote self-medication. If this were to be requested, the insurer's doctor would advise the insured to consult the doctor treating him.

Access to the network of local medical service providers

At the insured's request, the helpline will provide the contact details of a medical service provider listed on its network. The helpline may, subject to what is available locally, arrange an appointment for the insured. The cost remains payable by the insured.

Second medical opinion

A "Second Medical Opinion" is an assessment of the case carried out by another doctor. A second medical opinion is a service intended to identify whether the diagnoses made are correct and whether the treatment prescribed is in line with the current state of scientific knowledge, as well as the patients' needs. The insurer's part consists of arranging an appointment with a third party doctor. The insured remains responsible for paying for the consultation.

Sending out medication which cannot be found locally

In the event of it being impossible to find essential medication locally, which was prescribed prior to departure by the doctor treating the insured in his home country or in the event of illness or accident, the insurer looks for it in Switzerland, on condition that the medication is not available locally. If the medication is available, it is sent as quickly as possible, subject to the constraints of local legislation and the means of transport available. This cover is provided for one-off requests. Under no circumstances can it be granted as part of long-term treatments requiring regular sendings or a request for a vaccine. The cost of the medication remains payable by the insured.

Linguistic assistance

If necessary, the insurer provides the insured with a free translation service by means of a telephone conference set up between the insured, the doctor treating the insured and the insurer's medical officer for questions relating to medical treatment arranged by the insurer. This service is provided in English, or in other languages depending on the availability of the doctors. The insurer does not undertake any written translation.

Psychological assistance

In the event of a request for psychological assistance following a trauma caused by the insured being attacked or dying abroad, the insurer's team puts the insured or members of the insured's close family in contact with a psychologist and/or organises an appointment with a psychologist.

Article 36 Cancellation of travel

a) Benefits

Cost of cancelling or changing stay and transport arrangements prior to departure

If the insured is unable to go on the trip and therefore has to cancel or change his travel arrangements, the insurer pays the actual costs incurred by the insured for cancellation of the trip.

b) Insured events

- In the event of the death, accident or illness of the insured, including any relapse, aggravation of a chronic or pre-existing illness, unforeseeable complication with the insured's pregnancy up to the 28th week of pregnancy; consequences, sequelae of an accident which occurred prior to taking out this agreement;
- In the event of the death, accident or illness of one of the insured's work colleagues or a member of the insured's close family, including any relapse, aggravation of a chronic or pre-existing illness, unforeseeable complication of pregnancy up to the 28th week of pregnancy; consequences, sequelae of an accident which occurred prior to taking out this agreement;
- In the event of contraindication or consequences of vaccinations compulsory for the trip;
- In the event of being summoned unexpectedly before the court;
- In the event of damage to the home or professional premises;
- In the event of a strike preventing the trip.

Article 37 Travel Assistance

These benefits are used provided that the tickets originally intended for use by the insured for his trip are not usable or cannot be changed. Where the insurer pays for a new ticket, the costs of the return trip originally reserved are not reimbursed.

These benefits are used provided that the tickets originally intended for use by the insured for his trip are not usable or cannot be changed. Where the insurer pays for a new ticket, the costs of the return trip originally reserved are not reimbursed.

Interruption of trip

Benefits

If the insured has to interrupt his trip early, the insurer pays the costs in respect of the non-used part of the trip pro rata to the cost of the insured arrangement and a ticket back home. In order to enable the insured to return to the initial trip location, the insurer pays for a return ticket.

Insured events

- In the event of the death, accident or illness of the insured, including any relapse, aggravation of a chronic or pre-existing illness, unforeseeable complication with the insured's pregnancy up to the 28th week of pregnancy; consequences, sequelae of an accident which occurred prior to taking out this agreement;

- In the event of the death, accident or illness requiring hospitalisation for more than 5 days of a member of the family or a work replacement, if the presence of the insured person at the place of work becomes essential. This cover is granted when the date of hospitalisation or death is after the insured's departure date;

- In the event of being summoned unexpectedly before the court;

- In the event of damage to the home or professional premises of the policyholder.

Extension of stay

If, following an illness or accident of the insured or member of his close family accompanying him, the insured is prevented from returning on the date initially intended and if the case does not require hospitalisation or medical repatriation, the insurer pays for the costs of extending the stay at the insured's hotel, as well as those of the insured persons travelling with the insured provided that they stay with him.
The insurer pays for the cost of extending his accommodation and for a ticket home. This cover can only be granted upon recommendation from the insurer's medical team.

Advance of funds in the event of loss or theft of means of payment

In the event of loss or theft of the insured's means of payment during his trip, and after a declaration is made to the relevant local authorities, the insurer may make an advance. This advance may be made in return for collateral provided by the policyholder.

The insured undertakes to reimburse the insurer for the whole of the amount advanced, within a period of 30 days calculated from the date on which the funds are made available. The insurer is available to the insured to inform him about the procedures for blocking the means of payment, declaring the loss or theft and obtaining replacements.

Assistance in the event of loss or theft of identity and travel documents

In the event of loss or theft of the insured's passport or identity papers and/or tickets during his trip, the insurer steps in to help him with the various procedures required to locate them.
The insurer undertakes to reimburse the direct costs of duplicate official papers lost or stolen and/or replacement tickets. Reimbursement is made upon submission of the declaration of theft or loss to the local authorities.

Concierge services and corporate assistance

During the trip, the concierge and lifestyle service is provided to the insured 24/24 hours, 7 days a week. The insurer organises services on behalf of the insured such as car rental, ticket reservation for shows, restaurant guide, travel reservations/changes of seat, delivery of gifts; the costs of the services remain payable by the insured.
At the insured's request, the insurer may make available services such as telephone translation, postponement of a professional meeting, sending forgotten/lost documents and messages. The costs of these services are payable by the policyholder.

Article 38 Baggage Assistance

a) Benefits and events insured

Loss, theft, damage and destruction of baggage
Baggage is insured against the following events during the trip:

- theft and burglary;
- robbery;
- damage, destruction, loss in transit by a transport company, provided that the baggage is checked-in and travel at the same time as the insured.

Indemnity is paid exclusively to the insured or to member company instructing him in the case of professional equipment entrusted to the insured.
Indemnity is calculated:

- based on the replacement value, after deducting wear and tear, if the property suffers a total loss;
- based on the repair cost, subject to not exceeding the replacement value, after deducting wear and tear, if the property has only suffered a partial loss;
- Excess of CHF 200.- per event is deducted.

b) Delayed delivery of baggage

In the event of the insured's baggage not being handed back at the airport and not being returned within 4 hours of arrival at his destination, provided that the baggage was

duly checked in and placed under the responsibility of the carrier to be transported at the same time as the insured, the latter is reimbursed for his emergency outgoings (spare clothing, toiletries).

In the event of loss of baggage, the reimbursement made for the "Delayed delivery of baggage" will be deducted from the payment for "Loss, theft, damage and destruction of baggage and professional equipment".

Emergency items purchased more than 4 days after the official arrival time indicated on the ticket or purchased after the baggage has been handed over by the carrier, will not be reimbursed.

c) Specific exclusions

In addition to the general exclusions under this policy, cover also excludes:

Items misplaced, lost, abandoned and forgotten;
Cash, bank notes, securities and valuables of any kind, precious metals, real pearls, precious stones, paintings, works of art, jewellery, watches, prototypes, musical instruments, fragile items, vehicle accessories, such as car radios and navigation systems, travel tickets, manuscripts, papers, passports and other identity documents;

Arms of any kind;

Perfumes, perishable goods, alcohol, tobacco and foodstuffs in general;

Prostheses of any kind, spectacles and contact lenses;

Property entrusted to third parties or which is the responsibility of a third party such as bailees, hoteliers. However, baggage handed over to a carrier is not deemed to be property entrusted to third parties;
Thefts committed without forcible entry or exit to/from any premises used as a dwelling or a vehicle not complying with the following three conditions: enclosed, covered and locked;

Theft or destruction of baggage left unattended in a public place or in premises made available to several occupants;

Theft or any kind or destruction in hangars, boats, tents, caravans, caravan awnings, trailers;

Bicycles, skis, snowboards, boats and other sports equipment are only insured whilst being carried by a transport company;

Destruction due to inherent vice, the effects of wear and tear, natural deterioration, due to the specific nature of a foodstuff or its packaging and the effects of temperature and atmospheric conditions;

Destruction resulting from inherent vice in the insured property, normal wear of the property, seepage of liquids, fats, dyes, corrosive, inflammable or explosive substances forming part of the contents of the insured baggage;

Seizure, embargo, confiscation, capture, destruction or sequestration, ordered by any public authority;

The indirect costs associated with a loss occurrence (e.g. cost of travel to purchase new items);

Costs associated with computer equipment such as:
- cost of reconstituting data,
- additional costs associated with the deactivation / reactivation of accounts and programmes
- cost of replacing computer software and applications.

It should be remembered that the right to benefits is in addition to and subsidiary to any other insurance benefit and indemnity paid by third parties, notably the carrier.

The insured has a duty to provide evidence to the insurer of the value and existence of the baggage stolen, lost, damaged, destroyed and delayed by sending the insurer all information and supporting documentation and, generally, any documentation which enables the insurer to ascertain precisely the actual costs for which it is still liable.

Article 39 Crisis Assistance

a) Benefits and events insured by the Insurer

Cost of changing stay
In case of political events, war, attack, epidemic or natural catastrophe in the country of destination, if the life of the beneficiary or his property is specifically endangered and if, after reserving the trip, the official Swiss services (Federal Department of Foreign Affairs or Federal Office of Public Health) and/or the World Health Organisation advise against making the trip, the insurer pays the following costs:

Prior to departure:
- In the event of cancellation of the stay, the costs of cancelling the trip which are contractually payable,
- In the event of delayed departure, the cost of changing the trip.

After departure:
- In the event of interruption of the stay, costs relating to the unused part of the trip pro rata to the price of the insured arrangement and a ticket home,
- In the event of extension of the stay, the costs of extending his accommodation as well as a ticket home,
- In the event of amending the trip: cost of reorganising the trip (necessary accommodation costs and costs of amending tickets).

*The "crisis assistance" cannot be used in conjunction with "*Cancellation" and "Travel assistance"

It should be remembered that the right to benefits is in addition to and subsidiary to any other insurance benefit and indemnity paid by third parties, notably the carrier.

b) Benefits and events insured by the Insurer and organised by the security partner of the Insurer

Information & Hotline

→ TELEPHONE ASSISTANCE 24/7

The insureds can contact the telephone hotline of the security partner 24/7 and be put in touch with a security expert who will answer their questions regarding security whilst travelling on business.

The service provided by the expert is intended to provide advice by telephone on what to do in order to ensure the safety of the insureds, the procedures to follow in order to minimise exposure to the risk.

→ ADVICE SITE FOR TRAVELLERS

The security partner provides all insureds with an information portal on risks relating to international mobility. Accessible by means of a password and personal identifier from any Internet connection, the portal is available in French and English and is updated on a daily basis.

For each country (over 180 countries and territories are covered), the site shows a risk rating scale, an analysis of the security, political, natural and health risks and practical information about the country (culture, entry and exit formalities, safety of the various modes of transport, communications (electricity, mobile phones), legal and financial context, official languages and languages used). Factsheets and illness information sheets are also available.

The recommendations on this site are given for guidance only.

Operational and proactive monitoring of trips

→ SECURE REGISTRATION OF TRIPS

Secure registration on line:

The travellers' information portal includes a module for registering your trips. In order to best cover all cases which arise, several types of forms are available: return trips, travel in stages, expatriation. Travellers are therefore asked to provide essential information about their trip (departure and return date, countries and towns visited, contact details during the stay, etc.).

Pre-registration of the trip is compulsory in the case of countries in levels three (3) to five (5) (average, high and severe) in order to ensure the proactive monitoring of your trips. The security policy for online registration is implemented in accordance with best practice (Securisation of Internet portal links via the SSL protocol (Secure Socket Layer with 256 bit encryption) – Physical localisation of servers in Europe…)

→ PROACTIVE MONITORING OF TRIPS

The security partner provides a daily monitoring service of trips in order to inform the insureds proactively of any situation which may significantly affect the security of insureds abroad.

In the event of serious and immediate danger to an insured (occurrence of a critical incident – tsunami, attack etc. – which may have direct consequences for the physical wellbeing of the insureds), the security partner's monitoring centre may also alert the insured directly in accordance with the situation and the information given at the time the trip was declared.

Operational assistance and Crisis management

→ "KEEPING SAFE AND EMERGENCY EVACUATION" ASSISTANCE

In the event of serious political disturbances, following a recommendation to evacuate from the security partner and with the Insurer's agreement, the security partner runs and coordinates the emergency evacuation of insureds to a safe place, either within the country, in a neighbouring country or in the insured's country of residence.

The destination is decided upon with the policyholder's consent. The date of the evacuation and the means of transport used are decided upon exclusively based on the security partner's knowledge. The security partner may ask the insured to use his initial ticket if this can be changed. The decision to evacuate or repatriate on political grounds is taken with the Insurer's consent. If the security partner has issued a recommendation to evacuate which has not been followed by the policyholder, the security partner cannot be held liable for the consequences of this decision. Any refusal of the solution proposed by the security partner shall give rise to the termination of cover.

This assistance is covered up to 15,000 CHF per year per beneficiary.

This service can only be activated for trips which have been previously registered or upon express request by the insureds and with the Insurer's consent.

→ SEARCH AND RESCUE IN NATURAL CATASTROPHE

If one or more insureds are reported missing for more than twenty four (24) hours after a situation linked to a natural catastrophe (flooding, torrent of mud, earthquake, tsunami, typhoon), and after the policyholder has contacted the security partner within two (2) days following the loss, the security partner shall, once the request has been approved, take the most appropriate decision to send a search and rescue team for a maximum period of five (5) days. This assistance is covered up to 10,000 CHF per year per beneficiary.

- Organisation of search,

- Organisation of rescue,

- Organisation of medical repatriations (including emergency medical expenses).

→ "FOREIGN KIDNAPPING" ASSISTANCE

If an insured is kidnapped and/or kept locked up, whether or not he is the subject of a ransom demand, the security partner intervenes to help the insureds.

In the event of a loss, the security partner will appoint a specialist consultant depending on the geographical location and nature of the loss.

The security partner (and its network of specialist experts) intervenes in particular to:

- analyse the situation associated with the event and its context,
- put in place the strategy for managing the response to the event,
- recommender the action to take (advice on negotiation, handover of the ransom, etc.) during

the crisis, in the country where the loss event occurs,

- recommend the corrective measures after the event in order to improve the security of the policyholder,
- analyse the performance of the crisis management team.

Negotiation costs are covered until the crisis is resolved, up to a maximum of one hundred and twenty (120) days as well as the securisation, transport and handover of the ransom. (This service can be covered as an option or coordinated with the existing K&R cover).

→ ARBITRARY ARREST

In the event of arbitrary arrest without any breach of the laws and regulations in force committed by the insured in the geographical areas of the stay, the security partner shall intervene from the 2nd day of detention at the policyholder's written request. The policyholder shall provide the security partner with a copy of the detention report.

Negotiations, and the cost thereof, are covered for 5 days. Fines are not covered. Any refusal of the solution proposed by the security partner shall give rise to the termination of the intervention. The provision of bail is covered up to 5'000 CHF per year per beneficiary.

c) Compliance of services provided

The security partner expressly guarantees that the services it provides comply with the laws and regulations. The security partner shall exercise due diligence when performing its services, in accordance with the norms and standards in force within the profession.

d) Procedure for triggering "assistance"

The request must be made immediately by the policyholder to the Insurer and the latter shall inform the security partner immediately.

e) Specific exclusions

The Insurer and the security partner decline all liability and reserve the right to limit or even refuse the cover they provide in the following cases:

- the Insurer shall not intervene and shall not provide assistance if one of the insureds voluntarily finds himself in a sensitive and/or crisis situation as a result of failure to apply the safety/security advice given by the security partner,
- the security partner shall invoke the means necessary to respond to a crisis but cannot be held responsible if the situation prevents, slows down or stops the implementation and/or progression of its assistance programme,
- the security partner is the only body authorised to activate the assistance actions. The policyholder cannot ask the Insurer to reimburse costs if the Insurer has taken action without the consent of the security partner,
- the security partner must be kept constantly informed of travel schedules and all changes to the insureds' mobility. **The pre-registration of trips is compulsory** in the case of countries in levels three (3) to five (5) (average, high and severe) otherwise cover will be refused,
- the security partner is not responsible for the legal and criminal repercussions of false declarations or the absence of travel declarations,
- in the event of *force majeure* making it impossible to provide the assistance, in particular prohibitions decided by local, national or international authorities.

Article 40 General Exclusions

In addition to the exclusions specific to each insurance hereunder, unless an extension to the contrary is specified in the policy and in the special conditions, cover excludes any event and the consequences thereof resulting from:

- an intentional act or serious negligence or omission on the part of the insured;
- intentionally committing crimes and offences and attempting to commit them;
- deliberate failure to comply with the regulations of the country visited or carrying out activities not permitted by the local authorities;
- taking part in
  - competitions, races, rallies or training with motor vehicles or boats or aeroplanes;
  - competitions or training associated with professional sport;
- high-risk undertakings involving conscious exposure to a particularly serious danger, taking part in fights except in the event of self-defence, armed conflicts or acts of war, unless the event occurs within 14 days of the start of hostilities in the country where the insured is staying and the latter has been taken by surprise by the outbreak of the warlike events, riots, strikes, acts of terrorism, piracy, sabotage or civil commotion;
- natural catastrophes, such as windstorms, earthquakes, volcanic eruption, tidal wave or other disasters, unless stated otherwise;
- ionising radiation, of whatever kind, including, in particular, radiation resulting from the transmutation of the atom;
- the use of alcohol (blood alcohol level found to be higher than the rate set under current Swiss regulations), the abusive and deliberate use or ingestion of medicines, drugs or tranquillisers which have not been medically prescribed;
- sexually transmissible diseases, especially HIV and the consequences (SIDA);
- benign ailments or lesions which may be treated locally and which do not prevent the insured from continuing his trip;
- convalescence, ailments in the course of treatment and not yet consolidated and/or requiring a subsequent schedule of treatment;

- illnesses which were known about prior to the start of the trip and involving a risk of deterioration or recurrence;
- the potential consequences (check-ups, additional treatment, recurrences) of an ailment which gave rise to repatriation;
- events consequent upon illnesses and accidents which have not been noted by a doctor and proven by means of a medical certificate at the time off occurrence;
- conditions associated with pregnancy, apart from an unforeseeable complication prior to the 28th week;
- childbirth and the consequences thereof for newborn babies,
- voluntary abortions and abortions required for medical reasons;
- psychological problems, any form of mental illness;
- events such as suicide, attempted suicide or self-harm and the consequences thereof;
- loss events which are the subject of a declaration by a person (expert, doctor, solicitor, etc.) who is a relative or relative by marriage of the insured or who would favour the insured;
- the cancellation or amendment of the trip, notably by the organiser, service provider or travel agency or the interruption or cessation of business of thereof.

Article 41 Restrictions on application

a) Limit of liability

The insurer cannot be held liable for potential damage of a professional, commercial or other nature, suffered by an insured or the policyholder following an incident which required the involvement of the emergency services.
The insurer cannot take the place of local or national emergency or search and rescue organisations, and does not pay the costs incurred as a result of their involvement unless contractually stated otherwise.

b) Exceptional circumstances

The insurer cannot be held liable for the non-performance or delayed performance of services resulting from armed conflicts, general mobilisation, any requisition of men and/or property by the authorities, any act of sabotage or terrorism, any social conflict such as strike, riot, civil commotion, any restriction on the free movement of property and people, natural disasters, the effects of radioactivity, epidemics, any infectious or chemical risk, all instances of force majeure.

Article 42 General conditions of application

a) Validity of covers

The assistance/insurance covers are granted for all losses occurring during the whole of the period of validity of this policy to any person insured hereunder.
The covers ceases automatically, without further notification, on the date on which the insured is no longer part of the policyholder's staff or is no longer placed under the policyholder's responsibility.

b) Inception

The duties of the insurer come into effect on the date shown in the policy.

c) Period of the contract

The contract is entered into for the period shown in the policy; it is then tacitly renewed from one year to the next, unless it is cancelled in writing at least 3 months prior to expiry.
Cancellation is valid if it reaches the insurer/policyholder no later than the day prior to the start of the 3 month period.

d) Cancellation in the event of a loss occurrence

After each loss for which indemnity is payable, the insurer may cancel the contract no later than upon payment of the indemnity and the policyholder may cancel no later than 14 days after becoming aware of the payment thereof.
In the event of cancellation of the contract, the insurer's liability ceases 14 days after notification of the cancellation to the other party.

e) Early termination

In the event of non-compliance with one of the obligations under this contract of insurance, and after giving notice by recorded delivery letter with no response within one month, the said contract of insurance may be terminated by either party, notwithstanding any damages which it might be entitled to claim.

f) Amendment

Any amendment to the provisions of this insurance required by one of the parties must be the subject of an agreement evidenced by a written endorsement signed by both parties.

g) Triggering of cover

Only the benefits arranged by or with the consent of the insurer are covered. The insurer intervenes within the framework set by the national and international laws and regulations.
Except in exceptional circumstances or instances of force majeure, the insured must notify the insurer and declare its loss within 10 working days following the date of the loss occurrence and/or in accordance with the arrangements defined for each type of cover.
After this period, the insured forfeits all right to indemnity.
The arrangement by the insured or his entourage of all or some of the assistance covers set out in this contract of insurance without the prior consent of AXA Assistance, as evidenced by means of a file number, cannot give rise to reimbursement.

h) Forfeiture of right to benefits

Non-compliance by the insured with its duties to the insurer results in the forfeiture of its rights against the insurer.

i) Inspection

The insurer reserves the right to have inspected, at any time and by any person of its choice, the documents evidencing the information on which the premium is calculated, throughout the period of the insurance and for two years following expiry of the contract.
If the policyholder has not provided accurate information about the basis on which the premium is calculated, the insurer's duties are suspended from the date on which the declaration for the calculation of the premium within the meaning of the previous paragraph should have been made, and until the day on which the additional payment (including interest and costs) arising out of an inaccurate declaration, is paid.

j) Financial terms

Due date, payment by instalments, reimbursement, notice

The premium is set for each policy year. It is payable in advance, by no later than the first day of the agreed payment months. The first premium, including Swiss federal stamp duty, falls due when the policy is issued, but no earlier than the start of the insurance.
In the event of payment by instalments, the portions of the premium payable during the course of the policy year are deemed to have simply enjoyed a deferment period.
If the contract is cancelled for whatever reason prior to the expiry of the policy year, the premium paid for the unexpired period is not reimbursable and in the case of payment by instalments, the premium payable for the unexpired period remains payable to the insurer.
If the premiums are not paid on the agreed due dates, the policyholder is sent notice, in writing at its expense, to pay the amount within 14 days. The notice sets out the consequences of delays in payment of the premium. If this notice does not produce any effect, the duties of the insurer are suspended between the aforesaid expiry date and payment in full of the premium, including Swiss federal stamp duty.

Adjustment of the premiums

The insurer may ask for the premiums, excesses and general conditions to be adjusted for the next policy year. To this end, the insurer must send all the new contract provisions to the policyholder, no later than 25 days prior to expiry of the policy year.

The policyholder is then entitled to terminate the contract with effect from the end of the current policy year. In this case, the contract ceases in full at the end of the policy year. In order to be valid, notice of termination must reach the insurer no later than the last day of the policy year.

Article 43 Arrangements for cover

a) Obligations of the insured

The insured must send the insurer the following information and documents:

- the nature, circumstances, date and place of occurrence of the loss event;
- the original invoices of all expenses;
- the original bordereaux and/or statements of reimbursement from any payment organisation affected and copies of the invoices for expenses.

b) Arrangements for applying cover

Medical expenses
Involvement is limited to the maximum amount insured, and on condition that the insured sends the insurer:

- The original invoices for the medical expenses;
- Certificate of refusal to pay from social and private insurers.

Request for reimbursement from the insured to the insurer:
The insured will first submit its claims for reimbursement to its usual social organisations and will give the insurer:

- Copies of paid invoices + prescription;
- Copy of the medical report;
- Original statements from social organisations;
- Bank details.

Advance of hospitalisation costs by the insurer: the insurer will send back to the insured the invoices paid in advance. The insured will have 30 days from receipt of the invoices to request reimbursement of the amounts due from its social organisations and will then pass these on to the insurer. The insurer will re-invoice the excess and quota share which are not refundable.

Search and rescue costs

- The insurer must be notified no more than forty eight hours after the mission and the service must have been ordered by the relevant local authorities or official emergency organisations.

- The insured must provide the following information: the nature, circumstances, date and place of occurrence of the loss giving rise to the search costs locally, the original invoices of all expenses incurred for the search and the original bordereaux and/or statements of reimbursement from any payment organisation affected and copies of the invoices for expenses.

Psychological assistance

- The request for psychological assistance must be made within 3 months from the date of occurrence of the trauma.

- The consultations paid for by the insurer are granted within a period of 6 months from the date of occurrence of the trauma.

Cancellation of travel

The insured must send the insurer the following information and documents:

- Medical certificate with the diagnosis or death certificate or summons to the court or loss declaration in the event of damage at home or at the professional premises;
- Initial invoice for reserving the trip;
- Invoice of cancellation costs or cost of unused services.

Interruption of trip

The insured must send the insurer the following information and documents:

- Medical certificate with the diagnosis or death certificate or summons to the court or loss declaration in the event of damage at home or at the professional premises;
- Initial invoice for reserving the trip;
- Invoice of cancellation costs or cost of unused services.

Emergency assistance for services to change stay and evacuation after departure

- In the event of an attack, the request for emergency assistance must be made within a maximum of 72 hours following the occurrence of the attack.
- In the case of political events or war, the request for emergency assistance must be made within a maximum of 14 days from the outbreak of hostilities.
- In the event of an epidemic or natural catastrophe, the request for emergency assistance must be made within a maximum of 7 days after classification by the World Health Organisation and/or the advice/recommendations to travellers by the Federal Department of Foreign Affairs. This cover does not apply where the epidemic was declared prior to the arrival of the insured on site.

Cover for crisis assistance is only granted with official confirmation from the insurer. This decision is taken jointly with its security partners.

Article 44 Legal framework

a) Confidentiality

The insurer undertakes to take the necessary measures to ensure the continued confidentiality of the information sent to it in connection with this insurance, not to disclose such information nor to use it for purposes other than those specified in this insurance.

b) Subrogation

Having provided assistance or paid the indemnity, the insurer is subrogated, up to the amount of such assistance or indemnity, to the rights and actions of the insured or policyholder against the third parties responsible for the loss.
If, for reasons attributable to the insured or policyholder, subrogation can no longer apply in the insurer's favour, the latter can demand reimbursement of the indemnity paid up to the amount of the loss suffered.
Subrogation cannot prejudice the insured or policyholder if they have only been indemnified in part. In this case, the insured or policyholder may exercise its rights in respect of the balance due preferably against the insurer.
Except in cases of malicious actions, the insurer cannot seek to recover against the descendants, ascendants, spouse and direct relatives of the insured, nor against persons living within his household, his guests and his household staff.
However, the insurer may seek to recover against these persons insofar as their liability is effectively covered by a contract of insurance.

c) Subsidiarity

The right to benefits is subsidiary and additional to the benefits from social, private or third party payer insurances
If an insured person is entitled to benefits under another contract and/or another contract of insurance, the cover is limited to the part of the insurer's benefits which exceeds those under the other contract and/or other contract of insurance.
As part of this insurance, an advance is however granted against these benefits. The heir must assign its rights to the insurer up to the amount of the advance granted.
The insurer does not provide any benefit to compensate for the excess under another policy.

d) Waiver

As regards the said benefits, the insurer acts as a local agent and arranges certain services from third parties on behalf of the beneficiary or insured, in particular third party services authorised by the insurer. The insurer is not responsible for the quality of the third party services, nor for damage resulting therefrom.

e) Time limits

Amounts receivable under the contract of insurance are limited to two years from the date on which the duty arises, in accordance with article 46 of the Swiss Law on Insurance Contracts.

f) Jurisdiction and applicable law

In the event of disputes, jurisdiction lies with the courts in Geneva or the policyholder's home in Switzerland. Otherwise, the provisions of the Swiss Law on Insurance Contracts (LCA) are applicable.

Insurance risks for the assistance benefits are covered and managed under the name of UNIQA Assistance by:

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