

## General Terms and Conditions of Insurance Health Care for Visitors Association World Gymnaestrada 2011

### Information for customers in accordance with the VVG (the Swiss law governing insurance contracts)

The following information for customers provides a clear and concise overview of the identity of the Insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss law governing insurance contracts, the VVG).

#### Who is the Insurer?

The Insurer is Mondial Assistance International AG, called Mondial in the following text. The insurance products are sold under the ELVIA brand. The headquarters of the company is at Hertistrasse 2, 8304 Wallisellen, Switzerland.

#### Who is the policyholder?

The policyholder is the company Association World Gymnaestrada 2011 headquartered at post office box 108, 1018 Lausanne 18.

#### What risks does the insurance cover, and what is the scope of the insurance protection?

The insured risks and the scope of insurance cover are set out in the policy and the General Terms and Conditions of Insurance.

#### Who are the people covered by the insurance?

Under the collective insurance contract concluded with the policyholder, Mondial grants insurance coverage as well as a direct lien on the insurance benefits to persons defined by the insurance proposal and designated on confirmation of the insurance.

The insured individuals are listed in the policy and the General Terms and Conditions of Insurance.

#### What are the important exclusions?

- Events that have already occurred at the time of concluding the contract or booking the trip, or events that were discernible for the insured individual at the time of concluding the contract or booking the trip.
- Accidents and illnesses which existed at the time of the entry into force of the insurance and their sequelae. Complications, aggravations or relapses, including chronic and recurrent illnesses, whether or not known to the insured at the time of entry into force of the insurance.
- Events connected with participation in risky actions, where the individual is knowingly exposed to danger.

This list only contains the most common exceptions. Further exceptions are set out in the General Terms and Conditions of Insurance and the VVG.

#### How much is the premium?

The level of the premium depends on the insured risks in each case, and on the cover required. The level of the premium will be defined at the time of application, and is set out in the policy.

#### What are the duties of the Policy Holder and the insured individuals?

- To fulfil their contractual and legal duties of notification, information and conduct in full (e.g. prompt notification of a case of loss/damage to Mondial).
- To do all that they can to help minimise and clarify the loss/damage (e.g. authorising Mondial to issue the relevant documents, information etc. to third parties to clarify the case of loss/damage).

This list only contains the most common duties. Further duties are set out in the General Terms and Conditions of Insurance and the VVG.

#### When does the insurance cover begin and end?

The beginning and end of the insurance cover are defined in the application and specified in the policy.

#### How do Mondial handle information?

Mondial handles information that arises from the contractual documents or the processing of the contract, and uses this in particular to establish the premiums, clarify risk, handling benefits cases, statistical evaluations and marketing purposes. The information is stored physically or electronically.

If necessary, the information is passed to involved third parties, to the extent needed. These third parties might be other participating insurers, the authorities, lawyers or external experts. Information may also be passed on in order to reveal or prevent the misuse of insurance.

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#### Overview of insurance benefits

Insurance type	Insurance protection	Sum insured	(Maximum)
A Health Care for visitors	Payment of the medical costs resulting from an accident or illness in Switzerland Search and rescue costs Medically indicated repatriation Repatriation of body in the event of death	per person per case per case per case	CHF 50'000.- 10% of insured sum unlimited unlimited

#### General Terms and Conditions of Insurance

Mondial Assistance (Schweiz) (hereinafter referred to as Mondial) shall be responsible for collective insurance benefits agreed with the Association World Gymnaestrada 2011, in accordance with the collective insurance contract, as well as for the benefits enumerated in this insurance contract. The benefits are defined in the General Terms and Conditions of Insurance (GTCI) as well as by the provisions of the Swiss law governing insurance contracts.

#### I Common provisions relating to all components of insurance

The common provisions for all components of insurance only apply to the extent that there are no contrary provisions in the Special Provisions to the individual components of insurance.

##### 1 Insured persons

The insurance covers the people listed in the insurance policy, as long as

- they are not older than 80 years of age, and
- that their permanent place of residence is not in Switzerland nor in the Principality of Liechtenstein, and
- that they are travelling into Switzerland, or (with a Schengen visa issued by the Swiss authorities) into one of the Schengen countries.

##### 2 Scope of the insurance

The insurance is valid for the agreed period of insurance within Europe, with the exception of the country of residence of the insured person.

##### 3 Obligations in the event of loss/damage

- 3.1 The insured person has a duty to do everything possible to minimise the loss/damage and to clarify it.
- 3.2 The insured person has a duty to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct (including immediate prompt notification of the insured event to the contact address specified in the common provisions).
- 3.3 If the loss/damage has arisen as a result of illness or injury, the insured person must ensure that the medical personnel providing treatment are freed from their duty of confidentiality with regard to Mondial.
- 3.4 If the insured person is also able to assert claims for which Mondial has furnished provisions against third parties, he/she must safeguard these claims and cede them to Mondial.
- 3.5 The following documents must be made available to Mondial at the contact address specified in the common provisions (in accordance with the insured event):
  - confirmation of insurance
  - documents or official certificates justifying the claim (e.g. detailed medical certificate with diagnosis, medical report)
  - a copy of the passport showing the stamp of entry into the country
  - original invoices for medical care, hospitalization and medicines, as well as prescriptions.

##### 4 Violation of obligations

If the person with the right to claim violates his/her obligations, Mondial can refuse or reduce its benefits.

##### 5 Non-insured events

- 5.1 If an event has already taken place at the time the contract is concluded or the trip is booked, or if the event was discernible for the insured person at the time the contract was concluded or the trip was booked, there will be no right to claim benefit.
- 5.2 Events are not insured if they have been caused by the insured person as follows:
- Misuse of alcohol, drugs or medical products
  - Suicide or attempted suicide
  - Participation in strikes or unrest
  - Participation in competitions and training sessions involving motor vehicles or boats
  - Participation in actions involving risks, where the individual knowingly exposes himself/herself to danger
  - Grossly negligent or pre-meditated conduct/omission
  - Commitment of a crime or offence, or the intention to do so
- 5.3 The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or police-related matters.
- 5.4 The insurance does not cover the following events or their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- 5.5 The insurance does not cover the consequences of events caused by official decrees, e.g. confiscation of assets, imprisonment or ban on leaving the country.
- 5.6 If the purpose of the trip is for medical treatment as an in-patient.
- 5.7 If the certifier (expert, doctor, etc.) is a direct beneficiary or relative of the insured person by blood or by marriage.
- 5.8 The insurance does not cover costs relating to kidnappings.

## **6 Definitions**

- 6.1 Europe  
The European area of application includes all the nations on the European continent plus the Mediterranean and Canary Islands, Madeira and the nations that border the Mediterranean but are outside Europe. The eastern border north of Turkey is formed by Azerbaijan, Armenia and Georgia, together with the Ural mountain range.
- 6.2 Switzerland  
The Swiss area of application covers Switzerland and the Principality of Liechtenstein.
- 6.3 Personal injury  
An injury is the sudden, unintended damaging effect of an unusual factor on the human body.

## **7 Complementary clause**

- 7.1 If an insured person has an entitlement under a different contract of insurance (voluntary or compulsory insurance), the cover is limited to that part of our benefits that exceeds that provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 7.2 If Mondial has nevertheless provided benefits for the same loss/damage, these shall be regarded as an advance payment, and the insured person shall cede his/her entitlement to claim against the third party (third-party, voluntary or compulsory insurance) to Mondial to the same extent.

## **8 Period of limitation**

- The period of limitation for claims resulting from the insurance contract is 2 years from the time of the event upon which the duty to provide the benefit is based.

## **9 Hierarchy of standards**

- The "Special provisions relating to the individual components of insurance" take precedence over the "General provisions relating to all components of insurance".

## **10 Place of jurisdiction and applicable law**

- 10.1 Actions against Mondial may be filed in the court at the company's headquarters, or at the Swiss place of residence of the insured person or the person with an entitlement to claim.
- 10.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) is applied as a supplement to these provisions.

## **11 Contact address**

- Mondial Assistance (Schweiz), Hertistrasse 2, Postfach, 8304 Wallisellen, Switzerland

## **II Special provisions relating to the individual components of insurance**

### **A Health Care for visitors**

#### **1 Sums insured**

- The sums insured are given in the Overview of insurance benefits.

#### **2 Scope**

- 2.2 Insurance protection will begin on the date indicated in the insurance certificate (policy). If no date has been indicated, the date on which the policy was issued will apply as the beginning of insurance protection.
- 2.3 Health Care for visitors is only valid if it is arranged no later than 5 days after arrival in Switzerland or a country within the Schengen area. If the person already has suitable insurance upon entry into Switzerland or a country within the Schengen area, subsequent Health Care for visitors cover will only be valid if this is arranged no later than 5 days after the end of the existing insurance cover. A medical certificate of health is required for later arrangement, and must be handed to Mondial. The costs of this medical certificate are borne by the insured person. In this case, if the date on which the insurance cover starts is missing from the proof of insurance, insurance cover will begin on the day of arrival in Switzerland or a country within the Schengen area, as certified by the authorities.
- 2.4 Extension of the insurance cover is only valid if no gaps in insurance arise, and if there has been no case of loss/damage. In addition, the contract can only be extended on a maximum of two occasions within the permissible maximum duration of 31 days. Mondial has the right to refuse extensions without giving reasons.
- 2.5 Permissible documents as evidence of date of arrival are: passport with entry stamp. If this is not available: ticket (train, plane, bus, etc.); and if this is not available: written confirmation from the employer. If no proof of arrival can be produced, the insurance is not regarded as having been arranged.

#### **3 Insurance benefits**

- 3.1 In the event of an accident or an illness, Mondial will pay the costs of the following listed medical benefits (if the following benefits are accumulated, they will be limited by the maximum sum insured), as long as the emergency medical intervention has been requested by a certified doctor or dentist:
- Treatment measures, including medication
  - Hospital treatment
  - Service of qualified medical care staff in the event of care at home
  - Treatment by a state registered chiropractor
  - Hire of medical aids
  - In the event of an accident; initial provision of prostheses, spectacles, hearing aids etc
  - Repair or replacement of medical aids if these have been damaged by an accident requiring medical treatment
  - Transport to the nearest suitable hospital for treatment

Mondial retains the right to decide upon the continuation of treatment in Switzerland, or a possible repatriation to a suitable hospital in the country of origin of the insured person.

#### **3.2 Search and rescue costs**

If the insured person has been declared missing or has to be rescued from a physical emergency, Mondial will pay the necessary search and rescue costs, up to a maximum of 10% of the sum insured.

#### **3.3 Medically indicated repatriation**

Mondial will organise and pay for repatriation to a suitable hospital for the treatment in the country of origin of the insured person. Mondial will be responsible for deciding about the necessity and the type and timing of transport. Mondial's doctors alone will decide upon the necessity and upon the type and timing of repatriation. In any event, the repatriation must be requested by telephone from the Mondial emergency call centre.

#### **3.4 Repatriation of the body in the event of death**

If an insured person dies during the stay/journey, Mondial-Assistance will pay the costs of conveying their mortal remains to the person's last permanent place of residence. The decision about the type and timing of the transport is the responsibility of Mondial. In any event, the repatriation must be requested by telephone from the Mondial emergency call centre.

### **4 Insured events**

Accidents and illnesses for which emergency medical intervention is appropriate.

### **5 Non-insured events (as a supplement to Clause I 5: Non-insured events)**

- 5.1 Accidents and illnesses that were already present when the insurance cover started, together with their consequences. Complications, worsening or relapse, particularly for chronic and repeated illnesses, and independently of whether they were already known to the insured person at the time the insurance cover started.
- 5.2 Investigation and treatment of dental and jaw diseases.
- 5.3 Investigation and treatment of conditions of tiredness and exhaustion, as well as nervous or psychological illnesses.
- 5.4 Investigation and treatment of malignant diseases, including checks.
- 5.5 Gynaecological, paediatric or general check-ups.

- 5.6 Prophylactic medication, sleeping tablets, tranquillisers, vitamins, homeopathic medications, vaccinations, first-aid kits, amphetamines, hormones and cholesterol-reducing drugs.
- 5.7 Pregnancy, abortion and birth, together with any complications, and the consequences of contraceptive or abortion measures.
- 5.8 Accidents while driving a motor vehicle for which the insured person does not fulfil the statutory requirements.
- 5.9 Accidents while flying in any kind of flying device.
- 5.10 Accidents while carrying out manual work.
- 5.11 Massages and well-being treatments, plus cosmetic surgery.

**6 Cost credit**

Mondial does not issue cost credits nor make advance cash payments. The insured person will continue to be the debtor to the service providers (doctor, hospital, etc.).

**7 Obligations in the event of loss/damage (as a supplement to Clause I 3: Obligations in the event of loss/damage)**

- 7.1 Mondial must be informed in writing within 5 days of the occurrence of the event.
- 7.2 The insured person must, at the request of Mondial, be willing to undergo a medical inspection by the company doctor at any time.
- 7.3 In order to be able to claim the benefits in accordance with Clause II A 3.2, 3.3 and 3.4, they must be requested from the Mondial emergency call centre in every case: **Tel. +41 44 202 00 00 / Fax +41 44 283 33 33**

**8 Premature annulment of the insurance contract**

- 8.1 If the insured person can produce official proof in written form (embassy, foreign police, community) that entry into Switzerland has not been permitted, the premium will be repaid.
- 8.2 When a premium repayment is made, a charge of CHF 100.– will be deducted for administrative expenses.

**9 Excess**

In every case of loss/damage, an excess of CHF 200.– will be deducted to the cost of the insured person.