

General Conditions

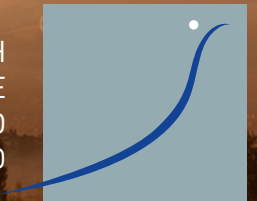
GOLDEN CARE[®]

TravelCover Schengen

TO HELP YOU
UNDERSTAND AND USE
YOUR PLAN BETTER

GOLDEN CARE[®]

YOUR HEALTH
INSURANCE
AROUND
THE WORLD



INTRODUCTION

- 0.1 The General Conditions set out herein define the benefits provided under the Golden Care TravelCover Schengen *Plan*, in addition to setting out how to apply for cover. The documents listed below, taken together with the General Conditions, make up the contract known as *Golden Care*, agreed between the *contracting* and the *insurer*.
- The Application Form sets out the information provided by the *contracting*, as recorded on the *application date*. The form must also specify *your* exact address in *your* country of *usual residence*.
 - The Insurance Certificate defines the characteristics of the *Plan* as chosen by the *contracting party* and accepted by *Golden Care Services*. Throughout this document, reference is made to the following: *insured(s)*, protection zone, *insurance period*, *inception date*, *expiry date*, *insurer* and the document contains all other observations and/or special conditions applying to this *Plan*.
 - The Endorsement Forms list any amendments which may affect the General Conditions and the Insurance Certificate.
- 0.2 The assistance benefits are provided by MEDIC’AIR INTERNATIONAL.

IMPORTANT

- 0.3 Any verbal communication between *Golden Care Services* and its *insured(s)*, contracting parties or any other person shall only take effect when such a communication has been duly requested and/or confirmed in writing. Communication can also take place electronically through our secure website and e-mail. This rule applies equally to both parties.
- 0.4 *Your* address in the country of *usual residence* must be kept up-to-date at all times. Any delay concerning or non-fulfilment of this requirement could jeopardise the exercise of *your* rights and the continuity of *your* contract.
- 0.5 *Golden Care Assistance Services* can be contacted by telephone 24 hours a day, seven days a week and is itself in charge of loss management and processing

Key words are written in *italics* and their definition is given in section 11.

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1. WHO IS ENTITLED TO BE A BENEFICIARY UNDER THE GOLDEN CARE PLAN?

- 1.1 **Insured person** : Any individual, irrespective of his/her nationality, travelling outside his/her country of *usual residence*.
- 1.2 **Insurance purchaser** : As a *contracting party*, for a private reason or in a professional capacity, *you* can take out insurance for any individual.
- 1.3 The age limit is set at 80 years for all applicants.

2. WHAT ARE YOUR OPTIONS?

2.1 The TravelCover Schengen Plan

The benefits under the *Golden Care Travel Cover Schengen Plan* provide cover by the *insurer* for payment of expenses for *repatriation* due to a medical emergency, for emergency medical care and/or emergency *hospital* care, as may be necessary and providing that such expenses are economically acceptable, following an *accident* and/or *illness* not diagnosed and/or treated prior to the *inception date* of the contract and/or date of departure..

2.2 Protection zone

Your protection zone is defined as the geographical space within which *you* can assert *your* rights in accordance with the General Conditions and the Insurance Certificate.

- 2.2.1 *Your* protection zone enables *you* to enjoy the entire range of benefits in all member states within the Schengen Space, including Switzerland and Liechtenstein, excluding any other country.

2.3 Periods of cover

You can choose from among the following periods: 3, 8, 10, 15, 22, 31, 45, 62, 92 days. Benefits are restricted to a maximum travel period of 92 consecutive calendar days. Events arising outside that period shall not qualify for any cover whatsoever.

2.4 Deductible

The *deductible* is the sum shown on the Insurance Certificate and is payable by the *insured* at the time of payment of health care expenses.

- 2.4.1 The *deductible* is set at CHF 100.- per event and applies to each of the *insureds* mentioned in the same contract.
- 2.4.2 The *deductible* does not apply to assistance benefits or to care provided following an *accident*.

2.5 Premium payments

The premium is the sum *you* are required to pay for the defined *insurance period*, in exchange for the benefits under the *Plan* selected. *You* can choose to pay:

- In Swiss francs, the reference currency of the *Plan*, or in another fully convertible currency provided *Golden Care Services* has given its prior approval in that currency and communicated its accepted exchange rate.
- By debit card, credit transfer, payment slip or as specified on *your* Application Form.

2.6 Languages of correspondence

The documents relating to *your Plan* are also available in French. All translations have been provided for *your* own use. In the event of a legal dispute, it is understood that only the version in English shall be deemed authentic.

2.7 Terms of reimbursement

You may choose reimbursement:

- In Swiss francs, or in any other fully convertible currency
- By credit transfer

3. WHAT ARE YOUR BENEFITS?

3.1 Your benefits according to your Plan

The benefits only apply outside *your* place of *usual residence* and/or *country of departure* and are restricted to countries within the Schengen Space, in addition to Liechtenstein. The *Golden Care Travel Cover Schengen Plan* covers the risks defined herein as *accident* and *illness*, with or without *hospitalisation*, in addition to *out-patient care*, occurring solely due to a medical emergency.

3.2 Assistance benefits

You have access to an *alarm centre*, available 24 hours a day, seven days a week, 365 days a year. The benefits and services as defined in *your Golden Care TravelCover* contract shall only be provided subject to the agreement of the medical service department of the *insurer*, in close collaboration with *your* usual *doctor* or the *doctors* in charge at the location where the medical emergency arises and strictly and only in accordance with medical requirements. *You* must IN ALL CASES contact the *alarm center* by telephone or email before undergoing treatment and/or receiving assistance services. Particulars of the *assistance agent* are set out on *your Golden Care* identification card.

The *assistance agent* specified on *your* identification card is the sole representative in charge of arranging all assistance benefits.

Assistance services	Details
3.2.1 Assistance services in a medical emergency	Organisation of and acceptance of responsibility for payment of assistance benefits defined below. These benefits shall be provided according to and solely to medically assist the <i>insured</i> at the time of the <i>medical emergency</i> .

3.2.1.1 <i>Local medical transport</i> (*), <i>evacuation, repatriation</i> from the medical emergency location.	Organisation for and transportation of the <i>insured</i> resulting from a medical emergency, with the agreement of <i>doctors</i> in charge of the <i>insured's</i> case and under the required medical conditions for their <i>injury or illness</i> .
3.2.1.2 Medical care escort personnel	Only when strictly required for medical reasons, the <i>insured</i> , during <i>evacuation</i> or <i>repatriation</i> , will be escorted and assisted by medical and/or paramedical personnel trained in the specialisation required for treatment of the condition of the <i>insured</i> and appointed solely by the <i>assistance</i> <i>agent</i> .
3.2.1.3 Ambulance transport (organised by <i>Assistance Agent</i>)	Up to the nearest <i>hospital</i> , by a health care service vehicle (duly recognised as such) and driven by an authorised person.
3.2.2 Assistance services in the event of death	Organisation and payment arranged by <i>Golden Care</i> <i>Services' assistance agent</i> for <i>repatriation</i> of corpse in the event of death.
3.2.2.1 <i>Repatriation</i> of mortal remains	In the event of the death of the <i>insured</i> , whilst the latter is travelling outside his/her place of <i>usual</i> <i>residence</i> , the <i>assistance agent</i> shall organise the <i>repatriation</i> of the mortal remains from the place where death occurs up to the place of <i>usual of</i> <i>residence</i> , in compliance with national and international legislations and providing such transport is physically feasible. Expenses related to the funeral ceremony, the definitive coffin, local transportation and burial are not covered. are not covered.

(*) Strictly limited to transport, excluding any other expenses, on a *hospital* plane, by regular economy class airline, first class train or ambulance, in the case of local medical transport for *evacuation* or *repatriation* of the *insured*. Transport, excluding any other expenses, by first class train or regular economy class airline in all other cases.

The *insured* undertakes to transfer to the *assistance agent* of the *Plan* the right to use the transport ticket that he/she holds or to pay to the said agent any sums obtained as reimbursement from the entity which issued the transport ticket.

3.3 Benefits for medical treatment costs

Your benefits shall take the form of a payment based on services provided. The said expenses must be for a reasonable sum in line with what is usually applied under this heading in the country where the *medical treatment* is dispensed. In the Schengen Space, reimbursement for services insured shall be on the basis of the fees applied in public *hospitals*. In Switzerland and Liechtenstein reimbursement for any services *insured* shall be in accordance with the fees applied in district and/or university *hospitals* in the district in which *your hospitalisation* or *your medical treatment* is provided. *You* must IN ALL CASES contact the *alarm center* before receiving treatment and/or assistance services.

Medical treatment services	Details
3.3.1 Hospital treatment in a medical emergency	<i>Hospital</i> care benefits shall be provided when the <i>insured</i> is hospitalised due to an emergency. As soon as the medical condition of the <i>insured</i> has stabilised and the <i>insured</i> is considered fit to be moved, acceptance of responsibility for payment of <i>hospitalisation</i> shall cease and the <i>insurer</i> reserves the right to have the <i>insured</i> repatriated to his/her <i>country of origin</i> and/or <i>usual residence</i> .
3.3.1.1 First aid provided at <i>medical emergency</i> site. Care in emergency ward.	Care provided by a first aid medical team, within a <i>hospital centre</i> immediately after an <i>accident</i> or <i>illness</i> .
3.3.1.2 <i>Hospitalisation</i> as a result of <i>accident</i> and <i>illness</i>	If medically necessary and prescribed by a <i>doctor</i> .
3.3.1.3 Organ transplant solely in the event of an <i>accident</i>	Kidneys, liver, lungs, heart and/or skin graft, solely following an <i>accident</i> , excluding any other transplant operation.
3.3.1.4 Dental treatment following an <i>accident</i>	If performed by a <i>dentist</i> within 48 hours following the <i>accident</i> , for relief of pain, repair or replacement of healthy and natural teeth only, at time of the <i>accident</i> . Maximum : CHF 500.-
3.3.1.5 Standard room and meal	Standard room (shared) and meal at <i>hospital centre</i> .

3.3.1.6	Room and meal for person accompanying a hospitalised child less than 10 years of age	Accommodation at the <i>hospital centre</i> and if no additional bed is available, at a hotel. Benefit limited to up to 10 days <i>hospitalisation</i> of child insured. Maximum : CHF 100.- per day.
3.3.2	Out-patient care : Emergency ambulatory medical care	<i>Out-patient care</i> is provided when the <i>insured</i> is not hospitalised and in the event of emergency (<i>accident</i> or <i>illness</i>).
3.3.2.1	Consultation with general practitioners and specialist <i>doctors</i> .	The <i>doctor</i> must be officially qualified and authorised to practice by the authorities in the country where the treatment is dispensed and must exercise his/her profession within the scope of his/her capabilities and qualifications. The <i>doctor</i> must not be a member of the <i>insured's</i> family.
3.3.2.2	Laboratory and X-ray service	Strictly refers to laboratory examinations, X-rays, electrocardiography, advanced <i>diagnosis</i> using (including but not limited to Magnetic Resonance Imaging (MRI), Scanner, Emission Tomography (PET)) in addition to nuclear medicine procedures strictly necessary to establish a <i>diagnosis</i> for the purpose of prescribing <i>medical treatment</i> in the event of an <i>accident</i> or <i>illness</i> .
3.3.2.3	Prescription medicines	Applies strictly to medicines that are only legally authorised for sale and only to be taken, subject to a prescription issued by a <i>doctor</i> , within the framework of the treatment dispensed. They must not be intended for preventative purposes.

4. WHAT ARE THE LIMITS OF YOUR BENEFITS?

4.1 In the Schengen Space and Liechtenstein

- 4.1.1 Your benefits apply in any countries in the Schengen Space and Liechtenstein to which *you* may travel or where *you* may stay for professional or private reasons, outside of *your country of usual residence* and/or *departure*, providing *you* have complied with the General Conditions and the Insurance Certificate for *your Plan*.
- 4.1.2 For implementation of any benefits or services detailed in these General Conditions and particularly those under section 3, as soon as a *doctor* has informed *you* that *hospitalisation* is necessary and/or when *you* have taken the decision to start *medical treatment* or *hospitalisation*, *you* MUST IN ALL CASES CONTACT the *alarm centre*, by using the numbers given on *your*

identification card. Non-fulfilment of this requirement shall result in cancellation of *your* entitlement to any benefit and/or cover whatsoever, except if the respective expenses, when duly substantiated by the submission of documentary evidence to the *Assistance Agent*, were necessary for emergency reasons (*Force Majeure* occurrences).

- 4.1.3 The refusal to accept the course of action proposed by the medical team shall result in the cancellation of benefit payable under this policy.

4.2 Application of the deductible

In the event of *illness* and/or *accident*, a deductible of CHF 100.- applies per *insured* and per event.

4.3 Application of the ceilings

The ceiling is the maximum limit for any reimbursement or acceptance of responsibility by the *insurer*. We reserve the right to limit payment to the cost of treatment and services usually applied in the geographical region where treatment is provided.

- 4.3.1 Maximum ceiling for *Travel Cover Schengen Plan* : CHF 50'000.- above the deductible.
- 4.3.2 In Switzerland and Liechtenstein, reimbursement applies to insured services and shall be carried out based on fees applied by district and/or university *hospitals* in the district where *your hospitalisation or medical treatment* is provided. In countries within the Schengen Space, reimbursement for *insured* services shall be carried out based on public *hospital* fees.
- 4.3.3 Emergency dental benefit : only expenses for care following an *accident* are covered. Ceiling: CHF 500.- per *insured*.
- 4.3.4 Benefits will be calculated based on the treatments and services provided. Treatments or expenses not ordered or approved by the *assistance agent* are not covered.
- 4.3.5 A ceiling of CHF 100.- per day applies to the provision of a room and meal for a person accompanying an insured hospitalised child under the age of 10 years.

5. WHAT ARE THE EXCLUSIONS?

5.1 Risks excluded under the Golden Care Travel Cover Schengen Plan

The following risks are excluded:

- 5.1.1 All treatment relating to eyesight and/or hearing problems, except if they are the direct consequence of an *accident* arising during the *insurance period*.
- 5.1.2 Costs incurred to search for an organ, and acquisition of the organ itself, in addition to expenses incurred by the donor, irrespective of the nature thereof.
- 5.1.3 All mental, neuro-psychic and psychosomatic illnesses, in particular states of fatigue and exhaustion, in addition to nervous illnesses.

- 5.1.4 All treatment carried out outside the Zone defined in section 2.2.1.
- 5.1.5 All *medical treatment* for persons 80 years of age and over at time of application.
- 5.1.6 All *medical treatment* undertaken in the country of *usual residence* and/or *country of departure* of the *insured*.
- 5.1.7 All *medical treatment* undertaken when the state of health of the *insured* has stabilised and when the latter can return to his/her country of *usual residence*, in particular treatment resulting from the extension of stay for the sole purpose of continuing the treatment.
- 5.1.8 All treatment directly relating to pregnancy or pathological situations resulting in particular care required during delivery, as well as for after-effects of contraceptive or abortion inducement methods.
- 5.1.9 All dental treatment, other than emergency dental care following an *accident*.
- 5.1.10 All treatment relating to cancer, Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV), as well as any check-up tests.
- 5.1.11 Anxiolytic drugs, sleeping tablets, prophylactic treatments and travel medicines, hormone treatment and medicines to lower cholesterol levels.
- 5.1.12 Absence of prior approval of the *assistance agent* in regards to the implementation of any benefit for Assistance and/or recovery treatment expenses, in particular, benefits provided by other service providers and/or insurers other than the *insurer* for this contract.
- 5.1.13 All costs for transport and/or recovery treatment expenses other than as defined in the General Conditions and approved by the *assistance agent* designated in the contract.
- 5.1.14 Benign ailments or *injuries*, which may be treated on site without requiring *hospitalisation* and which do not prevent the *beneficiary* from continuing his/her journey or stay, shall not give rise to *repatriation* for *medical emergency* reasons.
- 5.1.15 All *medical treatment* occurring after 92 consecutive days of travel.

5.2 Self-aggravated risks

This is a risk which is created or increased as a direct result of the activities of the *insured*.

- 5.2.1 *Illness/injury* connected with the following events: war, invasion, enemy act, hostilities (war, whether or not declared), civil war, revolution, rebellion, insurrection, usurpation of power, acts of sabotage, *act of terrorism* or vandalism, participation by the *insured* in civil uprisings, riots of any kind, criminal acts, in addition to imprisonment that could result therein.
- 5.2.2 *Accidents* occurring at the time of participation in races, rallies or competitions or similar training sessions using power-driven vehicles or power-driven boats, dangerous activities or sports. *Accidents* resulting from the practice of sporting activities carried out professionally.
- 5.2.3 *Illness/injury* resulting from the participation of the *insured* in one of the following activities, including training sessions: mountaineering involving rock scaling or glacier ascent, ski-jumping

with Alpine skis or water-skiing, rock climbing, bobsleighbing, tobogganing, potholing, aerial sports in general and use of hang-gliders and other types of ultra-light aerial vehicles and devices, parachuting, kite surfing, reckless acts, wilful manipulation of engines of war whose possession is prohibited, other dangerous activities or pursuits.

- 5.2.4 *Accidents* occurring during the practice of a sport involving the use of a motor-assisted vehicle by the *insured*, such as flights in delta-planes and hang-gliders, in addition to diving, at depths exceeding 30 metres.
- 5.2.5 *Injuries* or pathological states resulting from an intentional act of the *insured*, which includes but is not limited to self-inflicted *injuries* and suicide attempts, even if such an attempt results from a declared and/or latent pathological state, or needless exposure to danger (except the attempt to save human life).
- 5.2.6 *Accidents* or *illnesses* occurring during a state of drunkenness, in addition to *accidents* and *illnesses* occurring under the influence of drugs or psychotropic medicines, in addition to the non-therapeutic use of narcotics or hallucinogenic drugs.
- 5.2.7 Voluntary interruptions of pregnancy not justified by medical or serious therapeutic reasons, namely, when continued pregnancy could place the life of the *insured* at risk.
- 5.2.8 Sexually transmitted diseases.
- 5.2.9 *Injuries* and/or pathological conditions resulting from negligence, of the *insured*, following a medical operation of any kind, in particular, the failure to take medicines prescribed or the abuse of medicines.
- 5.2.10 *Accidents* occurring whilst driving a motor-assisted vehicle for which the *insured* has not fulfilled all legal requirements.
- 5.2.11 *Accidents* whilst carrying out a manual professional activity.
- 5.2.12 Events brought about by a reckless act including as a result of a bet or challenge involving the *insured*.

5.3 Existing or birth defect risks

The following risks are excluded:

- 5.3.1 *Illnesses* and *accidents*, together with their consequences, that gave rise to treatment and/or whose symptoms were not diagnosed and/or treated prior to the *inception date* and/or date of departure.
- 5.3.2 Relapses and convalescence concerning any recorded ailment from which recovery has still not occurred, or known prior to the *inception date* of the contract and/or date of departure, are excluded.
- 5.3.3 Birth malformations, whether or not hereditary.

5.4 Environmentally aggravated risks

The following risks are excluded:

- 5.4.1 *Accidents or illnesses* resulting from nuclear energy or any other source of ionizing radiation.
- 5.4.2 *Accidents or illnesses* occurring whilst the *insured* is completing service in a military unit.
- 5.4.3 *Illnesses* contracted at the time of an epidemic whose existence has been officially recognised by the Public Authorities.
- 5.4.4 Telluric movements, floods, volcanic eruptions and any other natural phenomenon in the form of a natural disaster.

5.5 Absence of pathological evidence

The following risks are excluded:

- 5.5.1 All symptoms not due to any pathological condition that arises and requires *diagnosis* hereunder.
- 5.5.2 Examinations and *medical treatment* performed for preventative and/or routine purposes (such as compulsory vaccinations for a healthy person, inoculations, prophylactic anti-biotherapies and preventive serotherapies).
- 5.5.3 Medical check-ups, including systematic and periodical screening of biological or pathological anomalies.
- 5.5.4 Contraceptive and voluntary sterilisation methods, including investigations and treatment of sterility. Treatment carried out with a view to restoring fertility, vasectomy, impotency, gender change, sexuality disorders and any forms of assisted reproduction.
- 5.5.5 Any treatment or surgical operation intended for aesthetic purposes (except those required following an *accident* or surgical operation that led to an aesthetically displeasing deformation), in addition to cryopreservation and implantation of living cells.
- 5.5.6 Eyesight and hearing tests, cost of spectacles, contact lenses and hearing aid devices.
- 5.5.7 Services and treatment at long stay establishments, sanatoriums, gerontology, thalassotherapy, hydrology thermal spa, convalescent care centres.
- 5.5.8 Prosthesis, corrective devices and artificial limbs requiring surgical operation in order to be fitted.
- 5.5.9 Juvenile acne.
- 5.5.10 Functional endocrine disorders, as well as menopause and hormone replacement therapy.
- 5.5.11 Any benefits not expressly set out under section 3 of these General Conditions.
- 5.5.12 Dental care, following an *accident*, does not include repair or restorative work or other surgery at the *hospital* unless dental surgery is the only available treatment for pain relief sustained.

6. HOW TO USE YOUR BENEFITS ?

6.1 Medical emergency

In order to be able to make use of *your* benefits, *you* MUST IN ALL CASES contact the *assistance agent* as soon as any occurrence arises, it being understood that cases involving *Force Majeure* may affect the ability to provide cover under this *Plan*. If *you* fail to contact the *assistance agent*, expenses incurred without prior agreement from the *assistance agent* or any other arrangements, not organised by the *assistance agent*, shall not qualify for reimbursement or coverage under this contract.

6.1.1 All telephone, fax and email contact details of the *assistance agent* are set out on the back of *your* insurance card and also on the last page of these General Conditions. The *assistance agent* will inform *you* about which procedure to follow, in addition to specifying which documents *you* must provide in order to be able to obtain reimbursement or coverage under this contract.

In the event of a *medical emergency*, please ensure *you* have the following:

- Certified accident report and/or statement issued by the police authorities,
- Full medical file prepared by the *doctor* consulted or the *hospital* establishments visited at the location where the *accident* occurred,
- *Your* declaration form, prescriptions and invoices.

6.1.2 After receiving a request for reimbursement or acceptance of responsibility for payment, the *assistance agent* reserves the right to request additional information in order to process *your* request or, as the case may be, to arrange to have the *insured* examined by a consulting *doctor* appointed by the said agent.

6.1.3 If *you* are a *beneficiary* under other insurance contracts, *you* must specify this on *your* declaration form and/or notify the *assistance agent* thereof; reimbursement and/or acceptance of responsibility for payment shall be subject to the submission of copies of all documentary evidence, accompanied by the original detailed account for reimbursement already issued by the insurance company or companies. The *assistance agent* shall carry out adjusted proportional share reimbursement if the sum already reimbursed is greater than that of the other Company/Companies.

6.1.4 As soon as the *assistance agent* has arranged for a benefit payment, carried out a reimbursement or issued an acceptance of responsibility under the *Plan*, the *assistance agent* for the contract shall be subrogated as regards the rights and prerogatives of the *insured*, including any claims and action by the latter taken against liable third parties, it being understood that this *subrogation* applies up to the limit of the sum of expenses incurred by the *assistance agent*.

6.1.5 Reimbursement shall be issued in favour of the *beneficiary* named on *your* Application Form. In the event of death or disablement, reimbursement shall be issued in favour of the legal representative of the *insured*.

6.1.6 The *assistance agent* shall settle claims for reimbursement or issue acceptance of responsibility for payment on the basis of the scale of charges set by district and/or university *hospitals* in

Switzerland or Liechtenstein and those set by public *hospitals* in countries belonging to the Schengen Space. The ceiling mentioned under section 4.3 shall apply to all payments. For all reimbursements, if the study of the claim file reveals evidence of clear abuse, the *assistance agent* reserves the right to limit any payments or acceptance of responsibility for payment, on the grounds of the average prices applied in the zone where the services *insured* are provided.

- 6.1.7 If, after issuing reimbursement or acceptance of responsibility for payment, the *assistance agent* becomes aware that *you* are not entitled to such a payment on account of the General Conditions and the Insurance Certificate for *your Plan*, *you* will be requested to reimburse the respective sum to the *assistance agent* within 30 days after *you* receive notification to that effect. In the event of failure to issue and/or delay payment on *your* part, the *assistance agent* reserves the right to increase the sums due by applying an interest rate of 5 per cent per year for overdue payment.
- 6.1.8 Part or full settlement by the *assistance agent* following a request for reimbursement or acceptance of responsibility for payment shall not make the *assistant agent* liable for any other related claim.
- 6.1.9 The benefits are provided subsidiarily to those of any other insurers required to provide benefits. This restriction also applies to contracts containing a subsidiarity clause.
- 6.1.10 Reimbursement may be required from *you* where more than one insurer is liable and a double-recovering or extra payment is received. Any rights *you* hold against liable third parties must be ceded to the *insurer* of *your* contract. However, if *you* relinquish entitlement to benefit payments with respect to third parties, the obligation to cede any benefit payments shall be removed, this stipulation applying up to the benefit sum paid.
- 6.1.11 In the event of a medical necessity arising, that requires *evacuation* to a *hospital centre* outside the country where the event took place and providing the said centre is not located in *your country of usual residence*, *you* must hold a current valid passport in addition to a visa for the country concerned. Otherwise, the *assistance agent* will make all arrangements as necessary to help *you* to obtain such documents but shall under no circumstances be held liable if the said documents are unable to be issued and the said *evacuation* action is thereby prevented from being carried out.
- 6.1.12 Any action carried out by the *assistance agent* depends on local available resources and remains subject at all times to national and international laws and regulations in force. Action by the *assistance agent* remains subject to the obtaining of any required authorisation from the competent authorities.
- 6.1.13 The *assistance agent*, the *insurer* and/or *Golden Care Services* shall under no circumstances be held liable for delay in or suspension of their assistance services in Switzerland or abroad. They shall not be obliged to provide their services in the event of *Force Majeure*.
- 6.1.14 The *assistance agent* for the contract will arrange for contact to be made as necessary between the medical team, the local *doctor* or the *hospital centre* where *you* have been admitted, in order to take decisions appropriate for *your* condition, following consultation with the local *doctor*, *your* own *doctor* and possibly *your* family *doctor*.

6.1.15 Exclusion of Liability

Within the scope of this insurance, the *assistance agent*, acting as representative in place and instead of the *insured* or his/her relations, shall organise action as provided for in this contract with the aid of a network of suitable service providers. The *assistance agent* shall not be held liable for the quality of services provided by third parties nor for any possible loss that the latter may cause.

The *assistance agent* shall not be held liable for any loss whatsoever, of a professional or commercial nature, sustained by an *insured* following an incident requiring the implementation of assistance services.

The *assistance agent* is not permitted to act as a substitute for local or national emergency or search and rescue organisations and shall not accept responsibility for payment of the expenses incurred on account of their involvement, except where expressly accepted by the *insurer*.

7. WHAT IS YOUR PERIOD OF COVER?

7.1 Commencement of cover

7.1.1 *Your Plan* comes into force on the *inception date* shown on *your* Insurance Certificate. This date is determined following definitive acceptance of *your* application file by *Golden Care Services*. It shall commence at the very earliest at midnight on the day on which total cash payment of the premium is received by *Golden Care Services* or its authorised representatives.

7.1.2 The benefits as defined in the General Conditions and *your* Insurance Certificate are understood to apply from the *inception date* of *your Plan*. In keeping with the principles of the *insurance*, *your Plan* only covers random risk events. As a result, it shall not take into account events that already exist in a latent manner and, all the more so, those which have already occurred before *your* departure.

7.2 Term of cover

Your Plan has been issued for the selected number of days and cover cannot exceed 92 consecutive days in total.

7.3 Insurance period

The *insurance period* is specified in *your* insurance proposal and shown on *your* Insurance Certificate. It corresponds to the premium sum indicated based on the most recent valid rate.

7.4 End of benefits

If *your* contract expires during *your hospitalisation*, *you* shall continue to be entitled to benefits under the contract until the end of the said *hospitalisation* for up to a maximum of 20 days following the date of expiry of *your* contract.

8. HOW TO USE YOUR CONTRACT ?

8.1 Applying for cover

- 8.1.1 In order to apply for one of the *Plans*, *Golden Care Services* must receive the duly completed and signed Application Form, together with *your* premium contribution payment. Following receipt of these documents, *Golden Care Services* shall proceed to study the medical risk determined according to details in *your* application file and will advise *you* of acceptance by issuing *your* Insurance Certificate. Cover may also be purchased through the Golden Care secure website by following the instructions online.
- 8.1.2 Without having to provide any justification, *Golden Care Services* can refuse *your* application. *Your* file will then be returned to *you* together with reimbursement of the payment of *your* premium contribution.

8.2 Termination and its consequences

8.2.1 False declaration

It is understood that the basis of the agreement between *Golden Care Services*, acting on behalf of the *insurer*, and yourself, rest upon *your* own declarations made at the time of application or during the term of *your* contract. Thus, any wilful non-disclosure of information, false declaration, simulation or use of false or altered documents, intentionally carried out with full knowledge of the facts, shall render *your* contract null and void and *your* contribution shall be retained. If services have been provided, the sums provided in advance must be reimbursed to the *insurer* as soon as *you* have received the respective notification to that effect from the *insurer*.

8.2.1.1 Consequences for the premium contribution

In the event of the wilful non-disclosure of information or false declaration, the entire premium remains due.

8.2.1.2 Consequences for *your* benefits

In the event of cancellation due to wilful non-disclosure of information or false declaration, any payment of benefit in progress shall be stopped.

8.2.2 Premium non-payment

If *Golden Care Services* becomes aware, even once *your* Insurance Certificate has been issued, that *your* contribution has not actually been received by *us*, *your* contract shall be terminated with immediate effect and any payment of benefit in progress stopped.

8.2.3 Cancellation

8.2.3.1 In the event of the cancellation of *your* journey before the *inception date*, it is possible to cancel *your* contract by submitting all documentary evidence mentioning visa refusal. *Your* premium will be reimbursed to *you* subject to deduction of a fee of CHF 50.-

8.2.3.2 Following the *inception date* of *your* contract, cancellation is subject to acceptance by *Golden Care Services* following the submission of documentary evidence. If *Golden Care Services* accepts *your* request, *your* premium will be reimbursed to *you* subject to the deduction of a fee of CHF 50.- in *addition* to the pro rata premium sum due corresponding to the period between the *inception date* and the date of the cancellation request.

9. WHAT HAPPENS IN CASE OF A DISPUTE?

- 9.1 Any disagreement concerning the medical decisions relating to a request for reimbursement or acceptance of responsibility for payment shall be settled by two *doctors*, one of whom shall be appointed by *you* and the other by the *assistance agent*, each being required to pay the respective expenses. If the two *doctors* fail to reach agreement, an expert appraisal must be carried out by a *doctor* chosen by amicable agreement, or, failing that, in accordance with instructions from the said *doctors* or from the presiding magistrate of the competent court corresponding to the head office of the *insurer*.
- 9.2 Any right to lodge claim action before the courts or to carry out civil recovery proceedings concerning an event relating to *your* contract shall lapse unless such action commences within two years following the occurrence of the event that gave rise to the said action or proceedings. The lapse of the right to claim can be interrupted through the appointment of an expert following an event implicating *your* contract.
- 9.3 In the event of any divergence between a translated contract version and the version in French, it is understood that only the original document in English shall be deemed authentic.
- 9.4 The courts that will have jurisdiction in the event of a dispute between *insured* and *insurers* and the laws that will apply are those of: England and Wales.

10. DATA PROTECTION

- 10.1 All data, in particular medical data, forwarded to the *assistance agent* concerning the *insured* may be used with a view to providing customer-related, risk acceptability, contract and loss management services.
- 10.2 The *insurer* processes the data, deriving from the contractual documents or the implementation of the contract, and uses them in particular in the processing of cases that give rise to the entitlement to receipt of benefits or for statistical purposes. The data is physically stored or recorded using electronic software and will be forwarded, to the extent that may be necessary, to any interested third parties, in particular other *insurers*, authorities, lawyers, *doctors* and external experts. The data can be processed for insurance fraud prevention purposes.

11. DEFINITIONS

The following words have these meanings wherever they appear in this policy in *italics*.

<i>Accident</i>	Any sudden, unintentional <i>injury</i> due to an extraordinary external cause which compromises the physical or mental health of the <i>insured</i> or leads to his/her death during the <i>insurance period</i> .
<i>Act of terrorism</i>	An act which includes, but is not limited to the use of force or violence and/or the threat thereof, by a person or group of persons, acting in the name of, on behalf of, or in relation to one or more organisations or one or more governments, and committed to political, religious, ideological aims or for similar reasons or purposes, including the intention to influence a government and/or all or part of the population by terror.
<i>Alarm centre</i>	The structure including the <i>doctors</i> , technicians and operators at <i>your</i> disposal 24 hours a day, every day of the year, provided by the <i>Assistance agent</i> .
<i>Application date</i>	Date mentioned on the Application Form recording the date of the request for cover. This date does not indicate the date of inception of cover
<i>Assistance agent</i>	<i>Assistance company</i> providing assistance services, responsible for coordination of the service 24 hours a day, seven days a week, 365 days a year and which processes all requests for reimbursement and/or acceptance of responsibility for payment. The <i>assistance agent</i> for the Schengen Golden Care TravelCover Contract is MEDIC'AIR INTERNATIONAL.
<i>Assistance company</i>	The company which provides assistance services. The <i>assistance company</i> for the <i>Golden Care</i> policies is MEDIC'AIR INTERNATIONAL.
<i>Beneficiary</i>	Person who has signed a <i>Golden Care TravelCover Schengen</i> contract and who is entitled to receive reimbursements.
<i>Contracting party</i>	Person or company who signs the Application Form on behalf of each <i>insured</i> . The <i>contracting party</i> is the representative authorised by <i>Golden Care Services</i> and is responsible for information forwarded to <i>Golden Care Services</i> and for premium payments.
<i>Country of departure</i>	Country in which the <i>insured</i> begins his/her journey on account of which the insurance described in these General Conditions is contracted.
<i>Country of origin</i>	Country of nationality of the <i>insured</i> as shown on his/her passport. The nationality of the <i>insured</i> is shown on the Insurance Certificate.
<i>Deductible</i>	The <i>deductible</i> is the sum specified on the Insurance Certificate and is payable by the <i>insured</i> .

<i>Dentist</i>	Qualified practitioner from a dental school or faculty duly authorised to practice in accordance with the laws of the country where the treatment is provided. The <i>dentist</i> must not be a member of the <i>insured's</i> family.
<i>Diagnosis</i>	Identification of an <i>illness</i> or <i>injury</i> by a <i>doctor</i> , based on respective symptoms.
<i>Doctor</i>	Qualified practitioner from a faculty of medicine, duly authorised to practice in accordance with the laws of the country where the <i>medical treatment</i> is provided. The <i>doctor</i> must not be a member of the <i>insured's</i> family.
<i>Evacuation</i>	Transport of an <i>insured</i> arranged by the <i>assistance agent</i> , following a <i>medical emergency</i> , to a destination outside the country where the <i>insured</i> is located and where local facilities are inadequate.
<i>Expiry date</i>	Date from which the contract is no longer in force and on which the benefits under the <i>Plan</i> cease to apply.
<i>Force Majeure</i>	An occurrence outside of the control of <i>Golden Care Services</i> and/or the assistance company and/or the <i>insurer</i> which would include but not be limited to accidental and unforeseeable events, natural disasters, civil or international wars, riots, <i>acts of terrorism</i> , insurrections, reprisals, restrictions on the free circulation of goods and persons, curfews, strikes, explosions, heat or radiation produced by nuclear transmutation or disintegration, radioactivity or any other unforeseen event.
<i>Golden Care</i>	Registered trademark designating the name of <i>your</i> contract. The General Conditions specify the benefits and covers for which the designated <i>assistance agent</i> agrees to accept responsibility for payment.
<i>Golden Care Services</i>	Administration and management centre for <i>Golden Care Plans</i> . <i>Golden Care Services</i> is at <i>your</i> disposal available for information and advice about <i>your</i> contract. <i>Golden Care Services</i> acts on behalf of the <i>insurer</i> and the <i>assistance agent</i> within the scope of an agreed management protocol.
<i>Hospital</i>	See <i>hospital centre</i>
<i>Hospital centre</i>	Medical or surgical institution duly recognised as such in the country where it is located and placed under the permanent supervision of a resident <i>doctor</i> . The institutions mentioned under 5.5.7 of these General Conditions are not considered to be <i>hospital centres</i> .
<i>Hospitalisation</i>	Admission to a <i>hospital centre</i> for a stay of more than 24 hours, requiring a notice of entry, during which the <i>insured</i> undergoes emergency medical and/or surgical treatment. The <i>insured</i> shall be

entitled to occupy a bed for one or several nights based on established medical grounds.

<i>Illness</i>	Any impairment to the health of the <i>insured</i> , which first manifests itself during the insurance period and which is duly diagnosed by a <i>doctor</i> , not due to an <i>accident</i> and requiring <i>medical treatment</i> .
<i>Inception date</i>	Date on which the contract or extension endorsement comes into effect. This date is shown on the Insurance Certificate issued by <i>Golden Care Services</i> .
<i>Injury</i>	Identifiable physical <i>injury</i> resulting directly from an <i>accident</i> .
<i>Insurance period</i>	Period of time specified in <i>your</i> insurance contract, during which the policy is in force.
<i>Insured</i>	Any person mentioned in the Insurance Certificate as the <i>beneficiary</i> of the benefits provided by the <i>Plan</i> .
<i>Insurer</i>	The <i>Golden Care Plans</i> are underwritten by Global Health and Accident Insurance Limited which is regulated by Guernsey Financial Services Commission (licence number: 2291879).
<i>Local medical transport</i>	Transport by ambulance or other vehicle to the closest <i>Hospital Centre</i> to the <i>medical emergency</i> location.
<i>Medical emergency</i>	<i>Accident</i> or <i>illness</i> requiring immediate care/treatment.
<i>Medical treatment</i>	All medical or surgical procedures and medical care prescribed and administered under the control of a <i>doctor</i> for the purpose of treating an <i>injury</i> or <i>illness</i> .
<i>Out-patient care</i>	<i>Medical treatment</i> administered to the <i>insured</i> by a <i>doctor</i> or prescribed by the latter, without requiring admission to a <i>hospital centre</i> . <i>Out-patient care</i> benefits are provided only in the event of a <i>medical emergency</i> .
<i>Plan</i>	Name of the <i>Plan</i> for the benefits detailed on <i>your</i> Insurance Certificate.
<i>Repatriation</i>	Emergency transport to enable an <i>insured</i> to return to his/her country of <i>usual residence</i> .
<i>Subrogation</i>	<i>Our</i> right to act in a substitute capacity as regards any rights and prerogatives <i>you</i> may hold due to claims against possible liable third parties, applicable up to the sum of expenses incurred within the framework of this <i>Plan</i> .
<i>Usual residence</i>	Address where the <i>insured</i> resides the majority of the time, as stated on the Application Form.

Us/our

Golden Care Services acting on behalf of Global Health and Accident Insurance Limited which is regulated by Guernsey Financial Services Commission (licence number: 2291879).

You/your

The *insured* of the *Golden Care Plan*.

Contact

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