General Conditions

GOLDEN CARE TravelCover Worldwide

TO HELP YOU UNDERSTAND AND USE YOUR PLAN BETTER

GOLDEN CAR

YOUR HEALTH INSURANCE AROUND THE WORLD



IMPORTANT

- 0.1 The present General Conditions specify the benefits and guarantees of the *Golden Care TravelCover Worlwide Plan* as well as the ways in which they apply. All the documents listed below, together with the General Conditions, form the contract entitled *Golden Care* between the *subscriber* and the *insurer*.
 - The Application Form specifies the information provided and choices made by the *subscriber* at the *date of subscription*. It must also specify *your* exact address in *your* country of *usual residence*.
 - The Medical Declaration details the answers given to the medical questions in the Application Form.
 - The Special Policy Conditions define the features of the *Plan* as well as the start and end dates for the *insurance period* as chosen by the *subscriber* and accepted by *Golden Care Services*. They are determined, for each *insured*, at the time of subscription or following an endorsement.
 - The receipt also specifies the total amount of the premium received subject to effective receipt by *Golden Care Services*.
 - The Endorsement Forms list modifications that may affect the General Conditions and Special Policy Conditions.
- 0.2 Assistance and complementary medical Insurance benefits are provided by Global Health and Accident Insurance Limited which is regulated by Guernsey Financial Services Commission (licence number : 2291879).
- 0.3 Any oral information that has passed between *Golden Care Services, subscribers* or any other individual shall only become applicable once it has been requested and/or confirmed in writing. This rule applies to both parties and both ways.
- 0.4 *Your* address in *your* country of *usual residence* as well as the one listed on *your* passport (*domicile*) must be permanently updated. Any delay or failure to respect this obligation may jeopardise *your* rights and affect the continuity of *your Plan.*
- 0.5 The insurance and assistance company for the *Golden Care TravelCover Worldwide Plan* covered by the present general conditions is MEDIC'AIR INTERNATIONAL.
- 0.6 **Patient Protection and Affordable Care Act:** This insurance is not subject to, and does not provide certain insurance benefits required by the United States Patient Protection and Affordable Care Act (PPACA). The insurance benefits provided by this policy are stated in *your* policy documents and do not include any additional benefits required by the PPACA. The PPACA requires certain US residents and citizens to obtain PPACA compliant insurance coverage. In certain circumstances, penalties may be imposed on US residents and citizens who do not maintain PPACA compliant insurance coverage. *You* should consult *your* attorney, insurance agent, or tax professional to determine if the PPACA's requirements are applicable to *you*.

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

CONTENTS

_		
1.	Who can benefit from the Golden care Plan?	p.4
2.	What are your options?	p.4
2.1	The TravelCover Worldwide Plan	p.4
2.2	Areas of coverage	p.4
2.3	Deductibles	p.4
2.4	Premium payments	p.4
2.5	Languages of correspondence	p.5
2.6	Terms of reimbursement	p.5
3.	What are your benefits?	p.5
3.1	Your benefits according to the Plan	p.5
3.2	Assistance benefits	p.5
3.3	Recovery benefits and guarantees	p.7
4.	What are the limits of your benefits?	p.8
4.1	Abroad and/or at home	p.8
4.2	Application of deductibles	p.9
4.3	Application of limits	p.9
5.	What are the exclusions?	p.9
5.1	General exclusions of Golden Care Plans	p.9
5.2	Self-aggravated risks	p.10
5.3	Pre-existing conditions or birth defects	p.11
5.4	Environmentally aggravated risks	p.11
5.5	Absence of pathological evidence	p.12
6.	How to use your benefits?	p.12
6.1	Medical treatment	p.12
6.2	Medical emergency	p.14
7.	What is your period of cover?	p.15
7.1	Commencement of cover	p.15
7.2	Term of cover	p.15
7.3	Insurance period	p.15
7.4	End of benefits	p.15
8.	How to take out, extend and cancel your policy?	p.16
8.1	Subscription	p.16
8.2	Extension of term	p.16
8.3	Cancellation and its consequences	p.16
9.	What happens in case of a dispute?	p.17
10.	Data protection	p.17
11.	Definitions	p.18

1. WHO CAN BENEFIT FROM THE GOLDEN CARE PLAN?

- 1.1 Any person whatever their nationality, travelling outside their country of *usual residence*.
- 1.2 As a *subscriber*, for either private or professional reasons, *you* may have *insured*.
 - Any member of *your* family: spouse and unmarried children under parental support.
 - Any active employed person at work at the time of subscription.
- 1.3 The age limit for subscription is 80 years.

2. WHAT ARE YOUR OPTIONS?

2.1 The TravelCover Worldwide Plan

The *TravelCover Worldwide Plan* benefits and guarantees cover medical services that are necessary and economically acceptable subsequent to an *accident* and/or an *illness* that was not diagnosed and/or treated before the *Plan* coming into effect.

2.2 Areas of coverage

The areas of coverage are the geographical areas within which *your* benefits and guarantees apply, in conformity with the General Conditions and Special Policy Conditions of *your Plan*.

- 2.2.1 Zone 1 allows *you* to enjoy full benefits worldwide except for the United States and Canada.
- 2.2.2 Zone 2 allows *you* to enjoy full benefits worldwide.
- 2.2.3 Coverage periods

You can choose between the following periods: 8, 10, 15, 22, 31, 45, 62, 92, 122, 152, 180, 213, 244 or 274 days.

2.3 Deductibles

The *deductible* is the amount of medical expenses for which you are responsible.

- 2.3.1 For the *TravelCover Worldwide Plan*, the *deductible* is CHF 100.- applicable to each of the *insured* featured on the same contract.
- 2.3.2 The *deductible* does not apply to *assistance services* or treatment following an *accident* involving one or more identified third parties.

2.4 Premium payments

The premium is the sum *you* have to pay for the *period of insurance* specified, in consideration of the benefits of *your Plan. You* are free to pay *your* premium :

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 cheque or bank card, bank transfer, payment slip or as specified on *your* Application Form,

By cheque or bank card, bank transfer, payment slip or as specified on *your* Application Form, or *Notification of Term*, whichever is the case.

2.5 Languages of correspondence

The documents relating to *your Plan* are available in English or French, whichever is *your* preference. All other translations are made for sales purposes. In the event of a dispute, only the english version shall serve as proof.

2.6 Terms of reimbursement

You may choose reimbursement:

- In Swiss francs, or in any other fully convertible currency
- By bank cheque or by transfer

3. WHAT ARE YOUR BENEFITS?

3.1 Your benefits according to the Plan

The benefits and guarantees are only valid outside *your* country of *usual residence* and/or *country of departure*. The *TravelCover Worldwide Plan* covers risks of *accident* and *illness* with or without *hospitalisation*, as well as *out-patient care*.

3.2 Assistance benefits

You have access to an *Emergency Centre* 24 hours a day every day of the year. The benefits and services defined in your Golden Care Plan will only be provided with agreement from the *insurer*'s medical department, in close co-operation with the attending *physician* or *physicians* responsible at the place of *medical emergency*. You must COMPULSORILY contact the *Emergency Centre* before undertaking treatment and/or an assistance intervention.

	Assistance services	Details
3.2.1	Assistance services in a medical emergency	Organisation and payment of <i>assistance services</i> as defined below. These services are performed in accordance with and in the interest alone of the <i>insured</i> and at the time of <i>medical emergency</i> .

3.2.1.1	Local medical transportation (*), evacuation or repatriation from the place of medical emergency with agreement from physicians attending to the insured's case and in the conditions required by the insured's condition.	<u>Evacuation</u> : organisation and cover for medical transport to a specialised medical establishment, nearest to the place of the medical emergency. <u>Repatriation</u> : medical transport of the insured from the place of medical emergency to their place of usual residence.
3.2.1.2	Sending a member of the family	Organisation and coverage of a return trip by a <i>member of the family</i> of the <i>insured</i> of less than 18 years of age and hospitalised for a duration of more than seven days. Costs of maintenance for the relative at the place of <i>hospitalisation</i> are not covered.
3.2.1.3	Medicalised accompaniment	Only where medically required, the <i>insured</i> will be accompanied and assisted during <i>evacuation</i> or <i>repatriation</i> by medical and/or paramedical personnel having the specialisation required by his/her condition and appointed by the <i>assistance</i> <i>services' physicians</i> only.
3.2.1.4	Accompaniment for the return of children less than 15 years old being with the <i>insured</i> outside their country of <i>usual</i> <i>residence</i> at the time of the <i>medical</i> <i>emergency</i> .	When, after an <i>illness</i> or an <i>accident</i> , the <i>insured</i> is unable to take care of children aged less than 15 years travelling in their company and on condition that the said children are also ensured by <i>Golden</i> <i>Care</i> , the <i>assistance services</i> will send and cover travel expenses for an accompanying party to fetch and accompany the children back to their <i>domicile</i> or place of <i>usual residence</i> .
3.2.1.5	Delivery of indispensable prescription drugs not available at the site of <i>medical</i> <i>emergency</i> .	The assistance services will cover sending prescription drugs required by treatment of the <i>insured</i> , on condition that the said drugs are not available in the country of <i>hospitalisation</i> where the treatment takes place and that the drugs are commercially available in the country where the <i>assistance services</i> are based and where their use is authorised at the place of administration. Customs duties are payable by the <i>insured</i> .
3.2.1.6	Transportation by ambulance (organised by the <i>assistance services</i>)	Transportation to the nearest <i>hospital,</i> by a medical vehicle (duly recognised as such) and driven by an authorised person.

3.2.2 Assistance services in the event of	death
---	-------

Organisation and payment by the *assistance services* of *repatriation* of the body in case of death.

3.2.2.1	<i>Funeral repatriation</i> of the deceased <i>insured</i> to the funeral site.	In the event of the <i>insured</i> dying during travel outside their place of <i>usual residence</i> , the <i>assistance services</i> will organise <i>repatriation</i> of the mortal remains in the state they were in on examination of the body to the place of <i>usual</i> <i>residence</i> , in accordance with national and international legislation and on condition that such transport is materially achievable. Expenses relating to the funeral ceremony and the final coffin are not covered.
---------	---	--

(*) Strictly limited to transport, excluding any other expenses, by medical aircraft, regular airline aeroplane, train or ambulance, whether for local medical transport, *evacuation* or *repatriation* of the *insured*. Transport to exclude any other expenses, by first class railway travel or airline economy class in all other cases.

The *insured* undertakes to forward to the *assistance services* of the *Plan* the right to use the transport document they hold or to pay back to the latter the amounts he/she obtains as a refund from the organisation issuing the transport document.

3.3 Recovery benefits and guarantees

Your guarantees operate by settlement of care on a true cost basis. Costs must be reasonable and customary in the area and country where care and treatment are provided.

In Switzerland and in Liechtenstein, the settlement of *your Insured person* benefits shall be made on the basis of the rates applicable in the teaching and/or canton *hospitals* ("hôpitaux universitaires et/ou cantonaux") where *your* treatment or *hospitalisation* take place. *You* must COMPULSORILY contact the *Emergency Centre* before undertaking treatment and/or an assistance intervention.

	Medical treatment services	Details
3.3.1	Hospital care benefits	The <i>hospital</i> care benefit is provided when the <i>insured</i> is hospitalised. As soon as the <i>insured</i> 's medical condition is stabilised, <i>hospitalisation</i> will no longer be covered and the <i>insurer</i> reserves the right to repatriate the <i>insured</i> to his/her <i>country of origin</i> and or place of <i>usual residence</i> .

3.3.1.1 First aid care dispensed at the site of the Care provided by the first aid medical team. Provided

	<i>medical emergency</i> . Care in emergency ward.	within a <i>hospital</i> immediately after an <i>accident</i> or <i>illness.</i>
3.3.1.2	Care for hospitalised patient	If medically required and prescribed by a <i>physician</i> .
3.3.1.3	Organ transplant in case of <i>accident</i> only.	Kidneys, heart and/or liver, excluding any other.
3.3.1.4	Dental care consequent upon an <i>accident</i>	If undertaken or diagnosed by a <i>dentist</i> within 48 hours of the <i>accident,</i> only to restore or replace healthy and natural teeth.
3.3.1.5	Private room and meals	Standard private room and meals taken in the <i>hospital</i> .
3.3.1.6	Room and board for a person accompanying a hospitalised child under age 10.	• •
	Out patient care	
3.3.2	Out-patient care	<i>Out-patient</i> treatment is provided when the <i>insured</i> is not admitted to <i>hospital</i> .
3.3.2.1		
3.3.2.1	Consultation of general practitioners and	not admitted to <i>hospital</i> . The <i>physician</i> must be officially qualified and recognised by the law of the country where treatment is provided, and who is practising within the scope of his/her license and training. He cannot be a member
3.3.2.1	Consultation of general practitioners and specialists.	not admitted to <i>hospital</i> . The <i>physician</i> must be officially qualified and recognised by the law of the country where treatment is provided, and who is practising within the scope of his/her license and training. He cannot be a member of the <i>insured</i> 's family. Strictly includes laboratory testing, radiographic and nuclear medical procedures undertaken to establish a

4. WHAT ARE THE LIMITS OF YOUR BENEFITS?

4.1 Abroad and/or at home

- 4.1.1 *Your* benefits and guarantees apply everywhere *you* go or stay, for personal or professional reasons, outside *your* country of *usual residence* and/or departure, provided that *you* are in compliance with the General Conditions and Special Policy Conditions of *your Plan*.
- 4.1.2 Under the terms of all the benefits and services detailed in the present General Conditions and especially under section 3, you must COMPULSORILY contact the *Emergency Centre* whose numbers are shown on your identification card as soon as a *physician* has informed you of the need to be admitted to *hospital* and/or if you yourself have decided to start treatment or *hospitalisation*. Failing this, you shall be entitled to no benefit and/or guarantee. Except where emergency made such expenses necessary as proven by documentary proofs being provided to the *assistance services* (case of force majeure).
- 4.1.3 Under the *assistance* scheme, in case of *medical emergency* requiring an *evacuation*, the extra costs shall be borne by *you* if *you* request to be transported towards a *hospital* different to the one decided by the *assistance services* and/or using a means of transport other than that recommended by the *assistance services*. Prior agreement shall be required from the *assistance services* and secured guarantee of payment from *you* will be required before intervention. Any delay in submitting guarantees and/or payments required thus preventing the *assistance services* in exercising performance, will release the latter from any responsibility in the event of the *insured*'s state of health being aggravated.

4.2 Application of deductibles

4.2.1 In the event of *illness* and/or *accident*, the *deductible* of CHF 100.- will apply per *insured* and per *illness*.

4.3 Application of limits

The limit is the maximum limit for settlement or coverage per *insured*. With a concern to control costs, *your* refunds may be covered by a limitation only if the costs relating thereto are higher than the average observed in the region where the said treatment took place.

4.3.1 Maximum limit for the TravelCover Worldwide Plan

- 4.3.1.1 For recovery cost insurance, the limit for reimbursement or coverage is independent of *your deductible* :
 - CHF 150'000.- per *insured* throughout the duration of the subscription for both zone 1 and 2.

In Switzerland and Liechtenstein, the settlement of *your Insured* Person benefits shall be done on the basis of the rates applied in the university or canton *hospitals* in which *hospitalisation* or care is being provided. In all other countries worldwide, the limits for the settlement are the customary and reasonable medical costs applied in the area where care and treatment are provided.

4.3.1.2 For assistance, coverage is based on the real cost. A limit of CHF 100.- per day applies to the guarantee for room and board of one person accompanying a hospitalised child.

5. WHAT ARE THE EXCLUSIONS?

5.1 General exclusions of Golden Care Plans

The following risks are excluded:

- 5.1.1 All treatment related to problems of sight or hearing except if they are the direct result of an *accident* that occurred during the *insurance period*.
- 5.1.2 All organ transplants except heart, kidneys and liver are excluded. Acquisition of the organ itself (including heart, kidneys and liver), and all expenses incurred by the donor
- 5.1.3 All mental *illnesses* and psychological disorders, especially conditions of fatigue, exhaustion and nervous *illnesses*.
- 5.1.4 All treatments administered outside the coverage area chosen and mentioned in the Certificate of Insurance.
- 5.1.5 All *medical treatment* for people aged 80 and more on subscription.
- 5.1.6 All *medical treatment* undertaken in the country of *usual residence* of the *insured* and/or *country of departure*.
- 5.1.7 All treatment undertaken while the *insured's* state of health is stabilised and the latter can return to their country of *usual residence*, especially those resulting from prolonging the stay with the sole purpose of continuing treatment.
- 5.1.8 All treatment relating directly to pregnancy, especially childbirth care, as well as the sequelae of contraceptive or abortion related methods.
- 5.1.9 All treatment relating to dental or maxillary *illness*.
- 5.1.10 All treatment relating to cancer, AIDS, as well as check-up examinations.
- 5.1.11 Anxiolytic treatment, sleeping pills, prophylactics, travel pharmacy, hormones or drugs to reduce cholesterol.
- 5.1.12. Absence of preliminary approval of the *assistance services* for any assistance benefits and/or recovery expenses, especially those performed by other benefit debtors and/or another *insurer* than that for the *Plan*.
- 5.1.13. All transportation and/or recovery costs, with the exception of those defined in the General Conditions and approved by the *assistance services* stated in the contract.
- 5.1.14 List of excluded countries and territories for application of *assistance services:* Antarctica, Afghanistan, Rwanda, Iraq, Syria, Ukraine and North Korea

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 *Accidents* and *illnesses* resulting from the active participation of the *insured* in war, terrorist activity, riots, insurrections or any criminal act including resultant imprisonment.
- 5.2.2 Accidents occurring during the practice of racing, rallies, competitions or similar training sessions with motorised vehicles or power boats, as well as taking part in professional team sports (e.g., football and ice hockey), and mountain-climbing requiring the use of any equipment, rock-climbing, bobsleigh, skeleton, potholing, parachuting, acrobatic ski-jumping, voluntary handling of weaponry possession of which is forbidden, or training for such activities.
- 5.2.3 *Accidents* occurring during practice of a sport that involves the *insured* using a motor vehicle, hang-gliding and other flying wings, as well as skin diving at more than 30 metres depth.
- 5.2.4 *Injuries* or pathological conditions resulting from an intentional act of the *insured* (self-mutilation, attempted suicide, etc.).
- 5.2.5 *Accidents* caused by the effect of alcohol at a rate of 1/1000 or more, as well as *accidents* and *illnesses* caused by the use of drugs or narcotics.
- 5.2.6 Abortion which has no medical or therapeutic reason when the pursuit of pregnancy could endanger the *insured's* life.
- 5.2.7 Venereal diseases.
- 5.2.8 *Injuries* and/or pathological conditions resulting from intentional or unintentional negligence of the *insured*, especially not taking prescribed drugs, abuse of drugs, after a medical intervention of any kind.
- 5.2.9 *Accidents* arising when driving a motor vehicle for which the *insured* does not fulfil the legal conditions.
- 5.2.10 *Accidents* during exercise of a professional manual activity.

5.3 Pre-existing conditions or birth defects

The following risks are excluded:

- 5.3.1 *Illnesses, accidents,* as well as their consequences, which have incurred treatment and/or whose symptoms appeared:
 - Prior to the *date of subscription* and/or date of departure,
 - It is compulsory that such former treatment and symptoms be mentioned on the Medical Declaration at the *date of subscription* where the latter is required.
- 5.3.2 Birth defects, whether congenital or not, are excluded.

5.4 Environmentally aggravated risks

The following risks are excluded:

5.4.1 *Accidents* or *illnesses* resulting directly or indirectly from nuclear energy, any other source of ionizing radiation or a chemical or biological agent.

- 5.4.2 *Illnesses, accidents* and resulting *injuries* while the *insured* is serving in a military unit.
- 5.4.3 *Illnesses* caused by an epidemic whose existence has been officially recognised by the health authorities.
- 5.4.4 War, whether declared or not, in all cases 48 hours after the start of hostilities recognised by the federal department of foreign affairs or other official bodies.
- 5.4.5 Involvement in revolution, acts of sabotage, terrorism or vandalism.

5.5 Absence of pathological evidence

The following risks are excluded:

- 5.5.1 All symptoms not due to a duly diagnosed pathological condition.
- 5.5.2 Examinations and treatment for preventive purposes (eg: vaccinations on a healthy person, inoculations, prophylactic antibiotherapies, preventive serotherapy, etc.)
- 5.5.3 Check-ups (eg: systematic and periodical screening for biological or pathological anomalies).
- 5.5.4 Tests and treatment for sterility or to regain fertility.
- 5.5.5 The purchase and/or the fitting of all contraceptive means such as intra-uterine devices, contraceptive pills or condoms, as well as voluntary sterilisation.
- 5.5.6 Cosmetic treatment or surgery (except consequent upon an *accident* or a surgical operation having caused an unsightly deformation) as well as cryo-preservation and implantation of living cells.
- 5.5.7 Eye and ear examination, the cost of spectacles, contact lenses and hearing aids.
- 5.5.8 Services and treatment in long term care facilities, spas, sanatoria, homes for the aged, thalassotherapy establishments, hydroclinic establishments, and nursing homes.
- 5.5.9 Prostheses, corrective devices and medical appliances, which do not require surgical intervention.
- 5.5.10 Treatment for juvenile acne.
- 5.5.11 Functional endocrinous disorders as well as menopause.

6. HOW TO USE YOUR BENEFITS ?

6.1 Medical treatment

- 6.1.1 Medical care expenses can be either reimbursed if already paid by *you*, or *hospitalisation* costs may be directly settled in compliance with the General Conditions and Special Policy Conditions of *your Plan*.
- 6.1.2 *Your* claim or expense recovery file must always include all forms required as well as all originals of *your* prescriptions, invoices, and any relevant supporting documents. The exact elements that form *your* claim file are detailed in the *Emergency Centre* contract.
- 6.1.3 In all events, *you* must COMPULSORILY contact the *assistance services* whose numbers are shown on *your* card.
- 6.1.4 *Your* claim must be sent to the *assistance services* within the following time limits:

	Your claim	Time limit for sending the claim	Consequences
6.1.5	Reimbursement of medical care expenses.	 In an accident : At the latest 5 days after the accident. In the event of <i>illness</i>: At the latest 90 days after the start of the start of <i>treatment</i> 	If this time limit is not met, your reimbursement claim may not be accepted.
6.1.6	For physiotherapy sessions or medical assistance at home, prior agreement is compulsory.	As soon as <i>you</i> come into possession of the corresponding medical prescription.	If <i>you</i> do not make <i>your</i> claim straightaway, it may not be accepted.

- 6.1.7 If *you* fail to comply with the above time limits, *your* claim for reimbursement may be refused.
- 6.1.8 Following a claim for reimbursement and/or direct settlement, the *assistance services* may, if they deem it necessary for the processing of said claim, ask for further information or possibly have the *insured* examined by an advisory *physician* appointed by them.
- 6.1.9 If you benefit from other insurance policies, you should specify this on your Claim Form and/or inform the assistance services thereof and the reimbursement and/or direct settlement will be made on presentation of copies of all documentary proofs accompanied by the original detailed accounts of settlements already made by the other insurance company / companies. The assistance services will settle remaining costs without applying your deductible if the amount already settled is greater.
- 6.1.10 After the *assistance services* have provided the benefits, or made any payment, coverage or assumed liability thereon under the chosen *Plan*, the *assistance services* for the *Plan* shall be subrogated to all rights and prerogatives of the *insured*, including recourse and actions against any liable third parties, up to the amount of the *assistance services*' expenses.

- 6.1.11 The reimbursement of a claim is issued in favour of the *beneficiary* who has been specified in *your* Claim Form. In case of death or incapacity, reimbursement will be issued in favour of the *insured*'s legal representative.
- 6.1.12 The *assistance services* will settle claims or make direct settlement on the basis of tables defined by canton and or university *hospitals* in Switzerland and within the limits specified in the chosen *Plan.* For any reimbursement outside Switzerland and Liechtenstein, the *assistance services* reserve the right, if study of the claim file reveals manifest deception, to limit the settlement of claims or coverage to the basis of the average prices applied in the area where the *insured* benefits are to be provided.
- 6.1.13 If the *assistance services* were to realise, after having settled a claim or made direct settlement, that *you* were not entitled to settlement of said claim, in view of *your Plan* General Conditions and Special Policy Conditions, *you* shall be asked to reimburse the amount settled by the *assistance services* within thirty days of receipt of the notification sent to *you* by the latter. In the event of default and/or delay on *your* part, the *assistance services* reserves the right to increase the amounts due with interest for late payment of 1.25 per cent a month.
- 6.1.14 Partial or total payment of a claim by the *assistance services* of a claim or direct settlement shall not hold the *assistance services* liable for the settlement of all other claims in relation with the former.
- 6.1.15 The benefits are assigned as an alternative to those of other *insurers* required to provide services. This restriction also applies to *Plans* that themselves include a subsidiarity clause.
- 6.1.16 When an *insurer* is required to provide benefits, and if the benefits have been afforded, this fact forms the basis for entitlement towards *you* or with respect to the *insurer* of *your* contract to demand restitution thereof. Rights against responsible third parties must be transferred to the *insurer* of *your* contract. If *you* refrain from benefits with respect to third parties, the obligation to pay benefits is removed to the amount they represent.

6.2 Medical emergency

6.2.1 In case of *medical emergency* or death, the *assistance services* designated on *your* identification card are the exclusive performer of all Assistance benefits. To this purpose, they put an *Emergency Centre* at *your* disposal 24 hours a day, every day of the year, to intervene at the site of the *accident* or *illness*. To benefit from medical services, it is COMPULSORY to call, immediately or as a matter of priority, the *assistance services' Emergency Centre* by telephone, fax or mail box. The *assistance services'* contact details are shown on *your Golden Care* identification card.

	Your claim	Time	e limit fo	or making	the cla	iim	Consequences
6.2.2	Medical emergency assistance in the event of an accident, illness or death.	GOL Tel: Fax:	DEN CA +41 (0) +41 22	he event o RE ASSIST 840 410 41 594 37 77 ance@gol provide	ANCE S LO		If <i>you</i> do not do this immediately, the costs incurred without the prior agreement of the <i>assistance company</i> or any intervention not organised by that

documents:	company may not be
 The accident report and/or reports issued by the police. 	reimbursed or covered.
 The full medical file issued by the <i>doctor</i> consulted or the <i>hospitals</i> visited in the place where the <i>accident</i> or <i>illness</i> occurred. <i>Your</i> declaration form, prescriptions and invoices. 	Failure to supply one of these documents

- 6.2.3 In case of medical necessity for *evacuation* towards a *hospital* outside the country where the event occurred and that is not *your* country of *usual residence, you* must have a valid passport and a visa for the country concerned. Where this is not the case, the *assistance services* will do their best to help obtain them but cannot be held liable if said documents are not delivered and the intervention is thereby impossible to carry out.
- 6.2.4 The *assistance services'* intervention depends on local availabilities and is always subject to applicable national and international laws. Their intervention depends on obtaining the necessary authorisations issued by the competent authorities.
- 6.2.5 The *assistance services* and *insurer* shall not be held responsible for delays and suspensions of services in Switzerland or abroad. They shall not have to supply their services in the event of force majeure such as an accidental and unpredictable event, natural disasters, civil or international war, riots, acts of terrorism, uprisings, reprisals, restrictions on free movement of individuals and circulation of goods, curfews, strikes, explosions, heat or radiation produced by the transmutation or disintegration of atomic nuclei, radioactivity, and other fortuitous cases.
- 6.2.6 The *assistance services* for the policy shall organise the necessary contacts between its medical staff, the local *physician* and the *hospital* where *you* have been admitted so that the appropriate decisions, after consultation of the local *physician*, of yourself, and possibly *your* family, can be made according to *your* medical condition.

7. WHAT IS YOUR PERIOD OF COVER?

7.1 Commencement of cover

- 7.1.1 Your Plan shall begin on the *effective date* specified on *your* Special Policy Conditions. This date is determined following medical underwriting and final acceptance of *your* application by *Golden Care Services*. It is at earliest, at midnight the day after receipt of *your* premium by *Golden Care Services* or its authorised agents.
- 7.1.2 The benefits and guarantees apply on the *effective date* stated on *your* Special Policy Conditions. In accordance with insurance principles, *your Plan* covers uncertain events. Consequently, it does not take into consideration latent and, of course, pre-existing conditions.

7.2 Term of cover

Your Plan is drawn up for the number of days chosen. It may not exceed 9 months in total with postponements.

7.3 Insurance period

The *period of insurance* is specified in *your* insurance proposal and on *your* Certificate of Insurance. It corresponds to the amount of the premium indicated at the last valid rate.

7.4 End of benefits

If your Plan comes to a term while you are hospitalised, you will continue to benefit from the effects of the contract until the end of *hospitalisation* to a maximum of 30 days after the *expiry* date of your Plan. The premium corresponding to the period incurred must be paid to Golden Care Services on reception of the additional premium call.

8. HOW TO TAKE OUT, EXTEND AND CANCEL YOUR PLAN?

8.1 Subscription

- 8.1.1 To subscribe to the *Plan, Golden Care Services* must receive an Application Form and, where required, a Medical Declaration, both duly completed, signed and accompanied by payment of *your* premium. After receiving these documents, *Golden Care Services* will proceed with a study of the medical risk in *your* subscription file and will inform *you* of its acceptance by issuing *you your* Special Policy Conditions.
- 8.1.2 *Golden Care Services* may refuse, without justification, *your* subscription. *Your* file will then be returned with reimbursement of *your* subscription settlement.

8.2 Extension of term

If your voyage is extended, you may modify your insurance period; to this purpose, you must compulsorily and before the due date mentioned on your certificate, fill in a request for extension of term and send it to Golden Care Services with your settlement. Extensions of term cannot have the effect of extending medical care if the insured is capable of returning to his/her country of origin and/or usual residence

8.3 Cancellation and its consequences

8.3.1 False declaration

The bases for the agreement between *Golden Care Services* on behalf of the *insurer* and yourself rely on *your* declarations made on the *date of subscription* or during the lifetime of *your* contract. Also, any withholding of information, false declaration, simulation or intentional use of false or falsified documents will lead to the contract being nullified and *your* subscription being retained. If services have been provided, the amounts paid in advance must be refunded to *Golden Care* as from reception of notification that will be sent to *you* by *Golden Care* for this purpose.

8.3.1.1 **Consequences on the subscription**

In the case of cancellation for withholding information or false declaration, the entire subscription will remain due.

8.3.1.2 Consequences on guarantees

In the case of cancellation for withholding information or false declaration, any payments of benefits in process will be stopped.

8.3.2 Non-payment of premium

If, even after having issued *your* certificate for a new period and/or extension of contract, *Golden Care* were to realise that *your* subscription did not reach *us*, *your Plan* would be cancelled and any payment of subscriptions in process stopped.

8.3.3 Cancellation

- 8.3.3.1 In the event of cancellation of *your* trip before the date of departure, the premium will be refunded to *you* with deduction of CHF 50.- for expenses.
- 8.3.3.2 After the date *your Plan* comes into effect, no cancellation or *termination* will be possible.

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 party 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*.

Accident	Any bodily <i>injury</i> , sudden and unforeseen, beyond the <i>insured</i> 's control, the cause of which is external to the <i>insured</i> 's own body and involving first and/or third parties
Assistance services	Company that provides the <i>assistance services</i> , ensuring service 24 hours a day and every day of the year and that covers all claims and/or direct settlement. The <i>assistance services</i> for the <i>Golden Care TravelCover Worlwide Plan</i> is <i>Golden Care assistance services</i> and MEDIC'AIR INTERNATIONAL.
Beneficiary	Person who has signed a <i>Golden Care TravelCover Worldwide</i> contract and who is entitled to receive reimbursements.
Country of departure	Country in which the <i>insured</i> begins his/her journey on account of which the insurance described in these General Conditions is contracted.
Country of origin	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 Certificate of Insurance.
Date of subscription	Date mentioned on the Application Form stating the day of the
	request for application. This date is not the date at which coverage commences.
Deductible	The <i>deductible</i> is the sum specified on the Certificate of Insurance and is payable by the <i>insured</i> .

Dentist	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 family member of the <i>insured</i> .
Diagnosis	Identification of an <i>illness</i> or <i>injury</i> by a <i>physician</i> , based on respective symptoms.
Domicile	<i>Domicile</i> and/or <i>usual residence</i> . Place where the <i>insured</i> works and resides most of his/her time. This is shown on the <i>insured</i> 's passport.
Effective date	Date as of which <i>your Plan</i> or endorsement becomes effective. This date is specified in the Special Policy Conditions issued by <i>Golden Care</i> .
Emergency Centre	The structure including <i>physicians</i> , technicians and operators made available to the <i>insured</i> 24 hours a day every day of the year. This service is ensured by <i>Golden Care Services</i> and MEDIC'AIR INTERNATIONAL.
Evacuation	Transportation by the <i>assistance services</i> of an <i>insured</i> following a <i>medical emergency</i> from the country where the emergency occurred, excluding the <i>country of origin</i> or country of <i>usual residence</i> where guarantees do not apply.
Expiry date	Date on which the <i>Plan</i> comes to its term. This date is shown on the insurance proposal and the Special Policy Conditions issued by <i>Golden Care Services</i> .
Funeral repatriation	Transportation carried out by the <i>assistance services</i> of mortal remains.
Golden Care	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.
Golden Care Services	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.
Hospital	Institution legally recognised as a medical or surgical <i>hospital</i> in the country where it is located, under permanent supervision by a resident <i>physician</i> which has local administrative authorisations and is authorised to perform medical acts and treatment for people who are ill or have been victims of <i>accidents</i> . Institutions mentioned under paragraph 5.5.8 of the present General Conditions are not considered <i>hospitals</i> .

Hospitalisation	<i>Hospital</i> confinement of more than 24 hours during which the <i>insured</i> undergoes <i>medical treatment</i> or surgery. Emergency treatment of less than 24 hours is also included.
Illness	Any impairment to the health of the <i>insured</i> duly diagnosed by a <i>physician</i> , not due to an <i>accident</i> and requiring <i>medical treatment</i> .
Injury	Identifiable physical injury resulting directly from an accident.
Insurance period	Period of time specified in <i>your</i> insurance contract, during which the policy is in force.
Insured	Any person mentioned in the Certificate of Insurance as covered by the services provided by the <i>Plan</i> .
Insurer	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).
Local medical transportation	Transportation by ambulance or other vehicle to the closest <i>Hospital</i> complex to the medical emergency location.
Medical emergency	Accident or illness requiring immediate care and treatment.
Medical treatment	All medical or surgical procedures and medical care prescribed and administered under the control of a <i>physician</i> for the purpose of treating an <i>injury</i> or <i>illness</i> .
Member of the family	Grandparents, parents, children, grandchildren, brothers and sisters.
Out-patient care	Medical treatment administered to the insured by a physician or prescribed by the latter, without requiring admission to a hospital complex. Out-patient care benefits are provided only in the event of a medical emergency.
Physician	Legally licensed medical practitioner recognised by the law of the country where treatment is provided, and who is practising within the scope of his/her licence and training. The <i>physician</i> cannot be a member of the <i>insured</i> 's family.
Plan	Name of the <i>Plan</i> for the benefits detailed on <i>your</i> Certificate of Insurance.
Repatriation	Emergency return transportation of an <i>insured</i> during a <i>medical emergency</i> to his/her country of <i>usual residence</i> .
Subscriber	Person having signed the Application Form. The <i>subscriber</i> is the authorised representative towards <i>Golden Care Services</i> . He/she is responsible for information sent to <i>Golden Care</i> as well as payment of premiums.
Termination	Act resulting in the cessation of the contract and all respective cover.

Usual residence	Address where the <i>insured</i> resides the majority of the time, as stated on the Special Policy Conditions.
Us/our	<i>Golden Care Services</i> 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.

Any claims relating to your insurance benefits, EXCLUDING MEDICAL EMERGENCIES, may be addressed to the Admission Centre at:

Contact

Golden Care SA - Medical and Assistance Management and Administration Center Boulevard Helvétique 31, 1207 Geneva - SWITZERLAND Tel: +41 22 786 12 00 Fax: +41 22 786 12 20 Email: contact@goldencare.ch Website: www.goldencare.ch

