

# Vacation and Travel Insurance General Insurance Terms and Conditions

1997 Edition

## I. Definition and Purpose

### 1 Purpose

By taking out Vacation and Travel Insurance, the following risks that could arise during a vacation or business trip abroad are insured in the sense of the following provisions:

- outpatient and inpatient medical expenses;
- health and accident transport;
- search and rescue operations;
- repatriations;
- advance payments for hospital costs;
- visits while sick;
- emergency aid.

### 2 Illness and Accident

CONCORDIA Insurances Ltd, hereinafter referred to as CONCORDIA, provides benefits from Vacation and Travel Insurance in the event of illness or accident. The definitions of the Swiss legislation (KVG/LAMa, UVG/LAA/LAINF) prevail.

## II. Insurance Options

### 3 Insurance for Individuals, Couples or Families

- 3.1 Vacation and Travel Insurance may be taken out by individuals (Insurance for Individuals), by couples (Insurance for Couples) and by families (Insurance for Families).
- 3.2 Regarding Insurance for Couples, insurance protection applies to the policy holder and one travel companion that lives in the same household with, or that is related to, the policy holder.
- 3.3 Regarding Insurance for Families, insurance protection applies to the following group of people:
- the policy holder,
  - the policy holder's marriage partner or long-term partner living in the same household,
  - the policy holder's children up to the age of 25.
- 3.4 Insurance for Couples and for Families may only be taken out for a joint trip of the aforementioned group of people. Family members travelling separately must take out Insurance for Individuals.

## III. Benefits

### 4 Emergency Call Centre

- 4.1 In the event of sudden illness, accident, unexpected childbirth or death, which necessitates emergency aid for or the hospitalisation of the insured person, the CONCORDIA emergency call centre is to be notified immediately.
- 4.2 The necessary emergency aid is ordered, organised and, in case of need, carried out through the CONCORDIA emergency call centre, which is operated by "medical", and is reimbursed by CONCORDIA.
- 4.3 The costs of emergency aid that has not been ordered through the CONCORDIA emergency call centre is borne only if these costs would have also resulted had the measures been carried out through the CONCORDIA emergency call centre.

### 5 Medical Expenses

In the event of sudden illness, an accident or childbirth, the following medical costs are borne at the local tariffs subsequent to the existing insurances (Art. 14):

- 5.1 medical treatments (only medical practices that are recognised in Switzerland);
- 5.2 medicines;
- 5.3 analyses;
- 5.4 treatments at the chiropractor;

- 5.5 dental treatments resulting from an accident;
- 5.6 inpatient treatments in an acute hospital.

### 6 Emergency Aid

- 6.1 In the event of a serious illness, severe accident or death, CONCORDIA bears the costs of the following services organised by "medical":
- 6.1.1 medically necessary rescue operations and transport;
- 6.1.2 search operations for the rescue and recovery of an insured person up to a maximum amount of CHF 10,000;
- 6.1.3 in case of medical necessity, the repatriation of the insured person that is ill or is the victim of an accident to the place of residence or to the responsible hospital;
- 6.1.4 recovery and repatriation of a deceased insured person to the place of residence in Switzerland that existed prior to the departure;
- 6.1.5 advanced payments of up to a maximum of CHF 10,000 if an insured person must be hospitalised abroad. The advanced payment shall be reimbursed within 30 days of returning to Switzerland unless CONCORDIA calculates it among its benefits;
- 6.1.6 in the event of a hospital stay of an insured person that lasts longer than 10 days, the travel costs of a visit that has been organised by the emergency call centre for a relative or a close friend of the insured person (first-class train ticket or economy-class flight ticket, but not including accommodation and food costs).
- 6.2 Should search, rescue or transport measures be made impossible due to strikes, disorders, acts of war, radioactivity, force majeure or similar causes, it is not possible to request for them to be carried out.

### 7 Duration of Benefits

Benefits are only provided until such time when the insured person's return home or transfer to the responsible medical institution in Switzerland is deemed reasonable from a medical point view, but for no longer than 90 days after the expiration of the duration of insurance.

## IV. Miscellaneous Provisions

### 8 Geographical Area of Validity

- 8.1 With Vacation and Travel Insurance, insurance protection is valid worldwide outside of Switzerland.
- 8.2 In the case of cross-border commuters, the area stretching 20 km from the Swiss border is equated to Switzerland.

### 9 Taking Out Insurance

- 9.1 Vacation and Travel Insurance may be taken out, regardless of age, by anyone whose place of residence is in Switzerland and by cross-border commuters that live within 20 km from the Swiss border.
- 9.2 The insurance is taken out by paying the corresponding premium via the bank or post office and providing all the information required to effect insurance.
- 9.2.1 If paying via the post office, the payment slip provided for this purpose shall be completely filled out and the post office shall acknowledge receipt of the payment before the departure.
- 9.2.2 If paying via the bank, the payment slip provided for this purpose shall be completely filled out and submitted to the bank before the departure so that the premiums may be transferred. In addition, the information on the payment slip required to effect insurance (the name or names of the insured person or persons, the policy number, the start date and duration of the insurance) shall be submitted to

CONCORDIA in writing before departure.

- 9.3 If the information required to effect insurance is not complete or does not correspond with the actual facts, the insurance is regarded as not having existed.

### 10 Start of Insurance

The insurance begins on the date indicated on the payment slip, but no earlier than the departure from the place of residence, the date as postmarked (if paying via the post office) or the date of the bank credit to CONCORDIA (if paying via the bank).

### 11 Duration of Insurance

- 11.1 Insurance may be taken out as desired for a fixed contract duration of 8, 15, 22, 30, 60, 90, 120, 150, 180 or 365 days.
- 11.2 The desired duration of insurance shall be indicated precisely on the declaration of conclusion.
- 11.3 If the premium has been paid for a shorter duration than has been applied for, the insurance duration calculated on the basis of the premium payment is valid from the start of the insurance in accordance with Art. 10.

### 12 Exclusion from Benefits

- 12.1 Illnesses and accidents which occur in connection with the following incidents are excluded from the insurance:
- the consequences of warlike incidents; however, if the insured person is caught unaware by the outbreak of such events in a country in which he is staying, insurance protection does not lapse until 14 days after their initial occurrence;
  - military service abroad;
  - participation in acts of war or terrorism;
  - participation in disturbances, demonstrations or similar occasions;
  - crimes and offences committed wilfully or through gross negligence;
  - participation in brawls and fights unless the insured person has been injured by the persons fighting while otherwise uninvolved or while assisting a defenceless person;
  - dangers to which the insured person exposes himself by seriously provoking others;
  - the effects of ionising radiation and injuries caused by nuclear energy;
  - the consumption of drugs, narcotics and addictive substances as well as the abuse of alcohol and pharmaceuticals;
  - attempted or accomplished suicide or self-inflicted injury.
- 12.2 In addition, no benefits are provided for the following:
- cellular therapies, diets, strengthening therapies;
  - treatments of which the effectiveness, appropriateness and cost effectiveness are not proven by scientific methods;
  - abortion, artificial insemination and sterility treatments;
  - cosmetic treatments (including complications and after-effects);
  - cost sharing (deductibles and retention fees) for mandatory health care insurance and other insurances;
  - cures at a spa/institution;
  - treatments and emergency aid in Switzerland.
- 12.3 Illnesses and accidents which were included in a proviso in the insurance existing prior to the departure or which already existed at the time the insurance was taken out or at the beginning of the trip are excluded.
- 12.4 If insured persons travel abroad for treatment, care, convalescence or childbirth, no benefits are provided from Vacation and Travel Insurance.

### 13 Reductions in Benefits

- 13.1 The insured benefits are reduced and, in particularly serious cases, denied:
- if the policy holder or the insured person does not fulfil his obligations and responsibilities, unless he can prove that the breach of duty occurred through no fault of his own;
  - if the insured event is caused by the gross negligence of the policy holder or the insured person;
  - in the event of accidents resulting from reckless ventures.  
Reckless ventures are acts where the insured person exposes himself to a particularly great danger without taking or being able to take precautions that limit the risk to a reasonable degree. However, human rescue attempts are insured, even if they may be regarded as reckless ventures in themselves.
- 13.2 Possible reductions that have been made in other CONCORDIA insurances or in insurances existing with another health or accident insurance provider are not covered by Vacation and Travel Insurance.
- 13.3 If an organisation makes the invoice for assistance it has provided dependent on the benefits of CONCORDIA, the benefits are reduced by 50%.

### 14 Provision of Benefits, Secondary Liability

- 14.1 Benefits from Vacation and Travel Insurance are furnished subsequent to the benefits in accordance with the Swiss federal legislation regarding health, accident, military and disability insurance as well as to benefits of corresponding foreign insurance carriers. If the insured person is entitled to benefits from the social insurances mentioned above, benefits are only granted if such insurance carriers were notified of the case in a timely manner.
- 14.2 If insurance contracts exist under private law with a number of insurance providers that are liable to pay benefits, benefits are only paid out once in total. In this case, it is determined how much each insurance provider would have to pay out of its particular insurance if it were solely liable to provide benefits, and the total sum of these benefits is then calculated. Each insurance provider must only bear the proportion that corresponds to its share of the total sum.
- 14.3 If a claim is made on CONCORDIA instead of a liable third party or the insurance provider of a liable third party, the insured person must assign his claims to CONCORDIA within the framework of the benefits that have been provided. Compensation which has been borne by a liable third party or the liability insurance provider of a liable third party is deducted from the benefits of CONCORDIA.

- 14.4 The duty to provide benefits ceases if the insured person, without the consent of the insurance provider, makes any agreement with a third party liable to provide benefits under which he waives insurance benefits or compensation for damage in part or in full or receives a lump-sum settlement.

### 15 Duties to Notify

- 15.1 In the event of sudden illness, accident or unexpected childbirth, CONCORDIA must be informed without delay (Art. 4.1).
- 15.2 The detailed original invoices, the statement of benefits from other possible insurance providers and the necessary medical information shall be submitted to CONCORDIA as soon as possible.
- 15.3 In addition, the policy holder or the insured person must give complete and truthful information concerning everything relating to the case of damage, as well as to past illnesses and accidents, and releases the service providers that are treating or have treated him from the professional duty of confidentiality with regard to the insurance provider.
- 15.4 If the insured person is refunded by the tour operator or the transport company for vacation or travel costs that were already paid before the departure and have become unnecessary or useless due to sudden illness or an accident, CONCORDIA must be notified of this without delay.
- 15.5 The insured person must inform the insurance provider of the type and extent of all benefits which he is entitled to claim from or which are paid out to him by liable third parties in the event of illness or accident, arising out of tort, from contracts or due to the law.

### 16 Duty to Pay

- 16.1 In principle, the insured person is the debtor of fees with regard to the service providers.
- 16.2 In the event that emergency aid is ordered through the CONCORDIA emergency call centre, Art. 4.2 shall apply.

### 17 Statement of Account

- 17.1 The statement of account of CONCORDIA is made on the basis of the original invoices that have been submitted, the statement of benefits from other possible insurance providers and the necessary medical information.
- 17.2 If the billing details are insufficient and the additional information requested has not been provided, CONCORDIA determines its benefits according to its best judgement, taking into consideration the gravity of the illness or accident.
- 17.3 Reimbursements in accordance with Art. 15.4 are deducted from the benefits of the Vacation and Travel Insurance.

### 18 Assignment

- The entitlement to insured benefits may be neither assigned nor pledged.

### 19 Premiums

- 19.1 The premiums are fixed in a special premium tariff.
- 19.2 The premiums that have been paid in must correspond with the chosen insurance option and insurance duration.

### 20 Application of these General Insurance Terms and Conditions

For all matters not specifically regulated in these General Insurance Terms and Conditions, the Swiss federal law on insurance contracts (VVG/LCA) applies.

### 21 Place of Jurisdiction

Claims arising from this contract are subject to Swiss law. They may be legally asserted at the insured person's place of residence or at the head office of CONCORDIA in Lucerne.

**The following abbreviations, with corresponding translations in German, French, Italian and English, are used in these Regulations:**

#### KVG/LAMal

KVG: Bundesgesetz über die Krankenversicherung; Krankenversicherungsgesetz  
LAMal: Loi fédérale sur l'assurance-maladie  
LAMal: Legge federale sull'assicurazione malattie  
Swiss federal law on health insurance

#### UVG/LAA/LAINF

UVG: Bundesgesetz über die Unfallversicherung  
LAA: Loi fédérale sur l'assurance-accidents  
LAINF: Legge federale sull'assicurazione contro gli infortuni  
Swiss federal law on accident insurance

#### VVG/LCA

VVG: Bundesgesetz über den Versicherungsvertrag; Versicherungsvertragsgesetz  
LCA: Loi fédérale sur le contrat d'assurance  
LCA: Legge federale sul contratto d'assicurazione  
Swiss federal law on insurance contracts



Bound by trust

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