



**ESI Expatriate plan**  
General Insurance Conditions  
NHC 249



*“Insure your health abroad  
worldwide”*

[www.swisscare.ch](http://www.swisscare.ch) :    

Swisscare Insurance AG • Switzerland - Beaulieu 8 • 1752 Villars-sur-Glâne • Call center +41 840 001 001

**CHAPTER1 - PRELIMINARY PROVISIONS**

- 1.1 Acceptance and commencement of the insurance
- 1.2 Who can take out the insurance?
- 1.3 Who is covered by the insurance?
- 1.4 Where does the insurance provide cover?
- 1.5 Insurance policy and conditions
- 1.6 Premium payment
- 1.7 Sums insured
- 1.8 Adjustment of premiums and sums insured
- 1.9 Amendment of premium or conditions
- 1.10 What is a claim event?
- 1.11 Passing on information
- 1.12 Claims procedure
- 1.13 Duration and cancellation of the insurance

**CHAPTER2 - IN- AND OUTPATIENT BENEFITS**

- 2.1 Inpatient and day care benefits
- 2.2 Patient transport to hospital
- 2.3 Outpatient benefits
- 2.4 Pregnancy and birth
- 2.5 Physiotherapy, chiropractic treatment, acupuncture and speech therapy
- 2.6 Home nursing
- 2.7 Rehabilitation
- 2.8 Vaccinations and health checks
- 2.9 Hospice and terminal care
- 2.10 Exclusions

**CHAPTER3 - DENTAL COVERS****CHAPTER4 - MEDICAL ESCORT AND SUMMONING****CHAPTER5 - CURTAILMENT****CHAPTER6 - PERSONAL ACCIDENT****CHAPTER7 - FUNERAL****CHAPTER8 - TRAVEL INSURANCE**

- 8.1 Repatriation to residential country
- 8.2 Resuming of scheduled itinerary
- 8.3 Medical escort and summoning
- 8.4 Curtailment

**CHAPTER9 - GENERAL CONDITIONS**

- 9.1 General exclusions
- 9.2 Double insurance
- 9.3 Transfer of rights
- 9.4 Rights of subrogation
- 9.5 Legal venue and choice of law
- 9.6 Definitions

## CHAPTER 1 - PRELIMINARY PROVISIONS

### 1.1 Acceptance and commencement of the insurance

The insurance shall enter into force, if Europäische Reiseversicherungs AG and Nordic Health Care, hereinafter "the Company", has accepted the application and health declaration from the applicant and informed the applicant on which terms the insurance will be issued, and the agreed premium has been paid to the Company in due time.

If the state of health of the applicant alters during the period from the proposal is signed and the Company accepts the insurance, the applicant must inform the Company thereof at once.

Upgrading of the medical cover is considered a new insurance, where the applicant is under obligation to submit new health declarations for medical underwriting. The upgrade shall only enter into force upon acceptance of the Company and after expiry of any applicable waiting periods. Until the expiry of waiting periods the applicant is covered by the previous cover.

### 1.2 Who can take out the insurance?

The insurance can be taken out by anyone irrespective of nationality and country of residence, except for persons with a permanent address in USA or Canada. In case of relocation to USA or Canada the insurance will automatically expire at the anniversary date of the insurance unless otherwise has been agreed upon in writing with the Company.

Persons under the age of 18 cannot take out insurance individually. Persons who have attained the age of 65 cannot take out the insurance without specific approval by the Company.

### 1.3 Who is covered by the insurance?

The person(s) listed as covered by the insurance are hereinafter referred to as "the Insured".

### 1.4 Where does the insurance provide cover?

The insurance provides worldwide coverage unless otherwise stated in the policy. In USA and Canada the insurance will only cover acute illness/injury sustained during travel in the afore-said countries. Once the Company's physician has evaluated, that the medical condition is stable, the cover ceases and further treatment must take place outside USA and Canada.

### 1.5 Insurance policy and conditions

The insurance includes a review of cover types and related sums insured. The only way in which one can form a complete and detailed picture of the actual cover and sums insured is to study the Insurance Conditions and compare them with the cover and sums specified in the insurance. If a benefit is not included in the description of cover (Which expenses are covered by the insurance?), the expenses are not covered by the insurance.

### 1.6 Premium payment

The first premium is due for payment on the commencement date of the insurance. If the payment has not been received by the Company in due time, the Company will send a reminder. If the premium still not is paid the policy shall be annulled as of commencement date of the insurance.

### 1.7 Sums insured

The sums insured/sub sums stated in the table of benefits and the conditions for the individual cover types comprise the maximum limit of the Company's liability for all occurring claims in the insurance year under the chosen coverage. Sums insured/sub sums are per Insured per insurance year, unless otherwise stated in the conditions or in the insurance policy.

### 1.8 Adjustment of premiums and sums insured

Adjustments of premiums and sums insured are effected annually at the anniversary date of the

insurance. Premiums shall be adjusted by a standard rate of 5%, but the Company can also adjust the premium to a higher percentage if necessary.

The overall sums insured for the covers Platinum, Gold, Silver, Basic, Extended dental, Standard dental, Personal accident and Funeral shall be adjusted by a standard rate of 5%.

### **1.9 Amendment of premiums or conditions**

The Insured remains in the entry premium age group applicable when the insurance was taken out. However, insured persons under the age of 18 shall pay the premium valid for adults at the first anniversary date, when the Insured attains the age of 18.

If the Company changes premiums or insurance conditions, the change will be implemented as of the forthcoming anniversary date of the insurance.

If the policyholder cannot accept an increase of the premium or a change in the insurance conditions, the Company must be notified thereof no later than 14 days after the Company's notification of the policyholder, after which the insurance and the Company's liability shall cease at the next anniversary date of the insurance.

### **1.10 What is a claim event?**

A claim event is one or several events that occur at the same time or in continuation of each other, and which arise out of the same cause of damage.

Expenses incurred by the Insured in an insurance year as a consequence of the same illness or injury are considered one claim event.

In case of treatment which continues for longer than the actual insurance year, the claim event is regarded as having been terminated upon expiry of the insurance year or upon expiry of the insurance, if the insurance expires at an earlier date.

The continuation of treatment in a new insurance year is regarded as a new claim event, which is covered up to the limit of the sum insured for such new insurance year. Any portion or portions of the sum insured, which have not been disbursed in an insurance year, cannot be transferred for expenditure during a later insurance year.

### **1.11 Passing on information**

In the event of a claim the Company may need to disclose information provided by the Insured and the scope of cover to the Company's international network, including alarm centres and global service offices. This is to ensure optimum assistance.

### **1.12 Claims procedure**

It is a condition for the Company's liability to pay damage, that

- a) the Insured forwards a completed claim form to the Company along with original receipts for expenses in connection with all claims, and the Insured must procure from the attending physician or hospital, a medical certificate stating the diagnosis and cause of the illness or injury when requested by the Company.
- b) the Insured grants the Company's physician access to all relevant medical records, including information on previous ailments.
- c) the Insured in case of non-acute in-patient and day-care treatment, outpatient surgery and childbirths informs the Company and obtains approval of the costs.
- d) the Insured reports the claim no later than 1 year after the claim incident has occurred (commencement of treatment).

### **1.13 Duration and cancellation of the insurance**

- a) The insurance can be cancelled by the policyholder with 1 month's notice annually from the

anniversary date of the insurance. Against a fee the insurance can be cancelled with 1 month's notice at the end of a month. If the insurance is cancelled during the first insurance year an extra fee will be charged.

b) During the insurance period the Company guarantees lifetime renewal of the standard covers to the agreed payment terms without any requirement of new health information. The Company can cancel all supplementary covers with 3 months' notice from their anniversary dates.

c) The Company can stop or suspend an insurance product and offer the policyholder a similar insurance cover with 3 months' notice from the anniversary date of the insurance.

d) The Company can cancel the insurance, if it is found that the policyholder has withheld information important to the Company or disclosed incorrect information at the time of taking out the insurance.

e) The Company can cancel the insurance, if it is found, that the policyholder has committed a fraudulent action in connection with a claim or otherwise supplied incorrect information at the time of the claim.

f) In connection with cancellation of the policy due to the fraudulent actions mentioned in d) and e) the Company shall as maximum pay back premium as of the last anniversary date of the insurance.

## **CHAPTER2 - IN- AND OUTPATIENT BENEFITS**

### **2.1 INPATIENTAND DAY CAREBENEFITS**

#### **2.1.0 Sum insured - Please see the table of benefits**

#### **2.1.1 Which claims are covered by the insurance?**

The insurance covers claims arising out of illness or injury.

#### **2.1.2 Which expenses are covered by the insurance?**

Somatic diseases

The insurance covers usual, customary and reasonable expenses for

- a) stay - maximum standard private room - in hospital,
- b) intensive care unit,
- c) surgery, medical treatment, examinations, lab tests, x-rays and scans carried out by authorised physicians and nurses,
- d) medicine, dressings and nursing,
- e) pacemaker and other medical appliances implanted during surgery,
- f) organ transplants,
- g) treatment of cancer including chemo- and radiation therapy carried out in ambulatory,
- h) dialysis,
- i) rehabilitation applied during hospitalisation,
- j) medically prescribed hospital room/board for 1 relative accompanying an insured child under the age of 18,
- k) hospital cash benefit. In case the Insured is hospitalised, and the Company is not to cover the expenses of the hospitalisation, the Insured is entitled to receive a daily compensation for a maximum of 30 days per insurance year. The compensation must be pre-approved by the Company before the hospitalisation.

l) emergency room treatment,

m) HIV/AIDS treatment, irrespective of the nature of the illness or complications herewith, if the Insured supplies the Company with a issued medical HIV-antibody certificate providing proof, that the Insured is HIV-negative before taking out the insurance.

Mental disorders

n) stay - maximum standard private room - and treatment in hospital. The stay and treatment must be prescribed by a specialist in psychiatry.

Congenital disorders diagnosed before the age of 3 years

o) treatment of birth defects, inherited disorders, malformations and related conditions up to a maximum of 2% of the overall sum insured per insurance year.

## **2.2 PATIENT TRANSPORT TO HOSPITAL**

### **2.2.0 Sum insured - Please see the table of benefits**

#### **2.2.1 Which claims are covered by the insurance?**

The insurance covers claims arising out of illness or injury.

#### **2.2 Which expenses are covered by the insurance?**

The insurance covers usual, customary and reasonable expenses for

- a) transportation by ambulance, prescribed by a physician, to and from the place of treatment,
- b) medical evacuation in case of treatment failure to a suitable place of treatment. Medical evacuation must be pre-approved by the Company and the attending physician.
- c) transport to the nearest undertaker in case of loss of life.

## **2.3 OUTPATIENT BENEFITS**

### **2.3.0 Sum insured - Please see the table of benefits**

#### **2.3.1 Which claims are covered by the insurance?**

The insurance covers claims arising out of illness or injury.

#### **2.3.2 Which expenses are covered by the insurance?**

Somatic diseases

The insurance covers usual, customary and reasonable expenses for

- a) surgery carried out by authorised physicians including 1 follow up examination after surgery,
- b) general practitioner/specialist consultations and treatment,
- c) lab tests, x-rays, scans and endoscopies,
- d) accommodation expenses for the Insured in case of medical evacuation.
- e) medicine prescribed by a physician,

Mental disorders (Sum insured - Please see the table of benefits)

f) outpatient treatment by a psychiatrist. The treatment must be prescribed by a specialist in psychiatry.

Congenital disorders diagnosed before the age of 3 years

g) treatment of birth defects, inherited disorders, malformations and related conditions up to a maximum of 1% of the overall sum insured per insurance year.

## 2.4 PREGNANCY AND BIRTH

### 2.4.0 Sum insured per pregnancy - Please see the table of benefits

#### 2.4.1 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable expenses - at the earliest 12 months after the Insured's insurance cover has commenced - for

- a) outpatient pregnancy check-ups and childbirths, both normal delivery and caesarean,
- b) treatment of illness or injury, which is not related to pregnancy/birth complications, of the child/children under the mother's insurance policy and under her insured sums during the first month after the birth.

#### 2.4.2 Special provision for children whose birth was covered by the insurance

To have the child/children covered under the mother's insurance after the first month without submitting health declaration(s), cover can be requested by informing the name and date of birth of the child/children to the Company. The insurance cannot be taken out with any other standard cover than the cover applicable for the mother's insurance at the time of birth. If the insurance is taken out later than 3 months after the birth, a health declaration must be submitted for each child.

#### 2.4.3 Special provision for pregnancy/birth, which is not a result of fertility treatment

The insurance covers expenses for treatment of pregnancy/birth complications, if these have incurred as a result of pregnancy/birth, which is defined as unusual by the Company's physician, under section 1-3.

#### 2.4.4 Exclusion for pregnancy/birth, which is a result of fertility treatment

The insurance does not cover expenses for treatment related to pregnancy/birth complications, including miscarriage, under section 1-3.

## 2.5 PHYSIOTHERAPY, CHIROPRACTIC TREATMENT, ACUPUNCTURE AND SPEECH THERAPY

### 2.5.0 Sum insured - Please see the table of benefits

#### 2.5.1 Which claims are covered by the insurance?

The insurance covers claims arising out of illness or injury.

#### 2.5.2 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable expenses for outpatient treatment by physiotherapists, chiropractors, acupuncturists and speech therapists.

## 2.6 HOME NURSING

### 2.6.0 Sum insured - Please see the table of benefits

#### 2.6.1 Which claims are covered by the insurance?

The insurance covers claims arising out of illness or injury.

#### 2.6.2 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable expenses for care and nursing performed by a registered nurse in the insurance takers own home for a maximum of 90 days per insurance year following an illness or injury. Home nursing must be prescribed by a physician and pre-approved by the Company before any treatment is initiated.

## 2.7 REHABILITATION

### 2.7.0 Sum insured - Please see the table of benefits

#### 2.7.1 Which claims are covered by the insurance?

The insurance covers claims arising out of illness or injury.

#### 2.7.2 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable expenses for medically prescribed rehabilitation at an authorized rehabilitation centre for a maximum of 90 days per insurance year following a serious illness/injury. Rehabilitation must be pre-approved by the Company before the treatment is initiated.

## 2.8 VACCINATIONS AND HEALTH CHECKS

### 2.8.0 Sum insured - Please see the table of benefits

#### 2.8.1 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable expenses for vaccinations and health checks. Cover is provided on condition that vaccination and health checks are made later than 6 months after the date on which the insurance comes into force.

For children, who are born into the policy, the waiting period of 6 months does not apply, and the cover is in force from the date of birth.

## 2.9 HOSPICE AND TERMINAL CARE

### 2.9.0 Sum insured - Please see the table of benefits

#### 2.9.1 Which claims are covered by the insurance?

The insurance covers claims arising out of illness or injury.

#### 2.9.2 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable expenses for stay, care and nursing in a registered hospice of the Insured's choice following an illness or injury. Stay and care in a hospice must be prescribed by a physician and pre-approved by the Company before commencement of the stay.

## 2.10 EXCLUSIONS

The insurance does not cover expenses for

- a) illness, injury and congenital conditions (including symptoms related to the before-mentioned) known prior to the commencement date of the insurance - unless it is mentioned specifically in the insurance policy or accepted by the Company in accordance with the submitted health declaration.
- b) hospitalisation, if outpatient treatment can be provided in a medically acceptable manner,
- c) treatment performed by the Insured or related family members or any enterprise owned by or connected with one of the aforesaid persons,
- d) dental treatment, including dentures and artificial teeth,
- e) treatment for childlessness, contraception, induced abortion and treatment of sequelae or complications in connection herewith,
- f) prophylactic investigations, vaccinations, general health tests and check-ups, where no specific diagnosis is to be investigated - unless the chosen cover includes vaccinations and health checks,
- g) plastic and cosmetic surgery or related treatment, which has not been medically prescribed and pre-approved by the Company,

- h) prosthesis, which are not acquired for the first time as a consequence of acute illness or injury,
- i) glasses, contact lenses and hearing aids,
- j) stays at nursing homes, convalescence or health resorts,
- k) medical treatment that is not approved by the health authorities in the insured's country of residence,
- l) complementary treatments, including herbal medicine, OTC products, EDTA treatment, homoeopathy, kinesiology, Chinese medicine or the like,
- m) consequential illness or complications due to pregnancy or childbirth within the first 12 months of the insurance period,
- n) pregnancy and birth or related complications, including miscarriage, under section 1-3, if the chosen insurance cover does not include pregnancy and birth benefits,
- o) claims stemming from USA or Canada - except for claims related to acute illness/injury sustained during travel in the aforesaid countries. Once the medical condition is stable, further treatment must take place outside USA or Canada.
- p) psychological treatment.

## **CHAPTER3 - DENTAL COVERS**

### **3.0 Sum insured - The sum insured is shown in the insurance policy**

#### **3.1 Which expenses are covered by the insurance?**

The insurance covers usual, customary and reasonable expenses for

- a) check-ups, tooth fillings and cleaning, tooth extraction, x-ray, root canal work, bridges, pivot teeth, paradentosis, gold work, crowns and implants. It is a condition, that the treatment takes place later than 6 months after the insurance has taken effect. In the Standard cover 65% of the expenses are covered, and in the Extended cover 80% of the expenses are covered.
- b) orthodontics for persons under the age of 18. It is a condition, that the treatment is carried out later than 6 months after the insurance has taken effect. In the Standard cover 65% of the expenses are covered, and in the Extended cover 80% of the expenses are covered - but only to a maximum of 50% of the sum insured.
- c) dental treatment as a consequence of an accident.

#### **3.2 Exclusions**

The insurance does not cover the expenses for

- a) damage sustained while chewing, under section 3.1 c,
- b) cosmetic treatment,
- c) transport in connection with the treatment.
- d) dental treatment for teeth in a considerably worse condition than the teeth of the persons of the same age as the Insured.

## CHAPTER4 - MEDICAL ESCORTAND SUMMONING

### 4 MEDICAL ESCORTAND SUMMONING

#### 4.0 Sum insured - Unlimited

#### 4.1 For whom are such expenses covered?

Up to 2 persons chosen by the Insured.

#### 4.2 Which claims are covered by the insurance?

The insurance covers medical escort in case the Insured is admitted to a hospital due to acute illness/injury or dies.

#### 4.3 Special provisions

The insurance covers summoning

- a) if the Company assesses, that the Insured must be hospitalised for at least 5 days,
- b) if the Company considers the Insured's life to be in danger,
- c) in the event of the loss of life of the Insured.

#### 4.4 Which expenses are covered by the insurance?

The insurance covers - for a maximum of 30 days - usual, customary and reasonable extra expenses for

- a) transportation accompanying the Insured - maximum the same class of transportation of the Insured, although not air ambulance - if the Insured is to be transported to a suitable place of treatment or repatriated,
- b) transportation - maximum economy class - to the Insured,
- c) accommodation and local transportation. The expenses must be pre-approved by the Company.
- d) transportation - maximum economy class - to the medical escort's residence or the place where the medical escort was at the time of the medical escort/summoning. The medical escort/summoning ceases, when the Insured is discharged or after accompanying the Insured to the Insured's residence/country of residence.

## CHAPTER5 - CURTAILMENT

### 5 CURTAILMENT

#### 5.0 Sum insured - Unlimited

#### 5.1 Which claims are covered by the insurance?

The insurance covers, if the Insured is recalled due to loss of life or suddenly occurred life-threatening illness/injury requiring hospitalisation of a member of the Insured's close family.

#### 5.2 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable extra expenses for

- a) transportation - maximum economy class - to the place of hospitalisation, loss of life or funeral,
- b) transportation - maximum economy class - to the Insured's residence or the place where the Insured was at the time of the curtailment.

### 5.3 Exclusions

The insurance does not cover

- a) if the time of arrival is less than 12 hours prior to the Insured's originally planned time of arrival,
- b) in the event the person whose condition caused the curtailment was travelling with the Insured.

## CHAPTER 6 - PERSONAL ACCIDENT

### 6 PERSONAL ACCIDENT

#### 6.0 Sum insured - The sum insured is shown in the insurance policy

#### 6.1 Which cover types are included under Personal Accident?

The insurance covers compensation due to disability and loss of life.

#### 6.2 Definition of Personal Accident

A sudden external event causing personal injury or loss of life.

#### 6.3 What does the insurance cover?

A Loss of Life compensation

1) If a personal accident is the sole and direct cause of the loss of life of the Insured within 3 years of the date of the personal accident, the sum insured as specified in the insurance for loss of life will be paid.

2) If any disability compensation amount has been paid by the Company in connection with the personal accident, this amount will be deducted from the sum insured for loss of life.

B Disability compensation

1) Disability compensation is regulated in compliance with Swiss law, and the degree of disability will be determined in accordance with Swiss regulations.

2) The Insured is entitled to disability compensation, if a personal accident has resulted in permanent disability of at least 5%. The degree of disability is fixed as soon as the Insured's state of health has stabilised, i.e. when the Insured's state of health is no longer expected to alter to a marked extent.

3) The degree of disability will be assessed without taking the Insured's occupation into consideration.

4) The compensation will amount to the percentage of the sum insured for compensation corresponding to the degree of disability.

5) An existing disability will not entitle the Insured to a higher assessment of compensation than if such disability had not previously existed.

6) The degree of disability cannot exceed 100%, even if several parts of the body suffer permanent disability as a consequence of the same personal accident. No compensation will be paid in respect of a disability existing prior to the occurrence of the personal accident.

7) The Insured shall receive continuous and relevant treatment by a physician and comply with the physician's instructions. Failure to do so might delay payment of the compensation.

#### 6.4 Limitations of liability

a) For persons older than 65 years the compensation in case of disability is reduced by 50%.

b) For persons older than 75 years the compensation in case of loss of life is reduced by 50%.

c) Even if higher sums have been insured in one or more insurances taken out with the Company, the Company's compensation liability can never exceed EUR 2,000,000 under disability and EUR 1,400,000 under loss of life. The Company's total liability per claim event cannot exceed EUR 46,000,000.

d) The insurance covers aviation accidents only in cases in which the Insured is involved as a passenger on board a nationally registered aircraft.

### **6.5 Exclusions**

The insurance does not cover permanent disability or loss of life caused by

a) illness and/or the onset of a latent predisposition to illness, even if the illness has occurred or been aggravated as a result of a personal accident,

b) aggravation of the consequences of a personal accident caused by an existing illness or by an illness occurring by chance.

Furthermore the insurance does not cover

c) if the cause of the personal accident is unknown,

d) expenses towards treatment of dental damage.

e) loss of life cover for persons who have not reached the age of 18 years,

f) self-induced intoxication, when such intoxication has been a substantial contributory cause of the claim,

g) post traumatic stress disorders.

### **6.6 Who will receive compensation?**

Compensation for personal disability is paid to the Insured. It is a condition for payment of the compensation, that the Insured is alive on the date of payment.

### **6.7 Arbitration**

Upon demand by the Insured, the degree of permanent disability can be finally determined according to Swiss law and regulations. The expenses for such arbitration shall be shared equally by the Insured and the Company.

## **CHAPTER7 - FUNERAL**

### **7 FUNERAL**

#### **7.0 Sum insured - The sum insured is shown in the insurance policy**

#### **7.1 Which expenses are covered by the insurance?**

In the event of the Insured's loss of life the insurance covers usual, customary and reasonable expenses for

a) transportation of the Insured,

b) transportation expenses incurred by the Insured's relatives accompanying the Insured,

c) burial/cremation of the Insured, including undertaker's fee,

d) legislatively stipulated measures governing transportation and interment/cremation of the Insured.

## CHAPTER 8 - TRAVEL PROTECTION

The cover is activated from the time the Insured leaves the country of residence. The cover ceases when the Insured returns to the country of residence.

### 8.1 REPATRIATION TO RESIDENTIAL COUNTRY

#### 8.1.0 Sum insured - Unlimited

#### 8.1.1 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable extra expenses for

- a) repatriation of the Insured following an acute claim event covered under In- and Outpatient benefits. The Company decides whether repatriation should take place and which mean of transportation should be used.
- b) repatriation of luggage, which the Insured has left behind due to the repatriation

### 8.2 RESUMING OF SCHEDULED ITINERARY

#### 8.2.0 Sum insured - Unlimited

#### 8.2.1 Which expenses are covered by the insurance?

The insurance covers usual, customary and reasonable extra expenses for

- a) resuming a scheduled itinerary following an acute claim event covered under In- and Outpatient benefits, where the Insured has been prevented from following the planned itinerary.
- b) resuming of scheduled itinerary – maximum economy class – to the planned place of stay according to the itinerary for the Insured.

### 8.3 MEDICAL ESCORT AND SUMMONING

#### 8.3.0 Sum insured - Please see the table of benefits

#### 8.3.1 For whom are such expenses covered?

1 person chosen by the Insured.

#### 8.3.2 Which claims are covered by the policy?

The insurance covers medical escort in case the Insured is admitted to a hospital due to acute illness/injury or dies.

#### 8.3.3 Special provisions

The insurance covers summoning

- a) if the Company assesses, that the Insured must be hospitalised for at least 5 days,
- b) if the Company considers the Insured's life to be in danger,
- c) in the event of the loss of life of the Insured.

#### 8.3.4 Which expenses are covered by the insurance?

The insurance covers - for a maximum of 30 days - usual, reasonable and customary extra expenses for

- a) transportation accompanying the Insured - maximum the same class of transportation of the Insured, although not air ambulance - if the Insured is to be transported to a suitable place of treatment or repatriated,
- b) transportation - maximum economy class - to the Insured,
- c) accommodation and local transportation. The expenses must be pre-approved by the Company.

d) transportation - maximum economy class - to the medical escort's residence or the place where the medical escort was at the time of the medical escort/summoning. The medical escort/summoning ceases, when the Insured is discharged or after accompanying the Insured to the Insured's residence/country of residence.

## **8.4 CURTAILMENT**

### **8.4.0 Sum insured - Please see the table of benefits**

#### **8.4.1 Which claims are covered by the policy?**

The insurance provides cover, if the Insured is recalled due to loss of life or suddenly occurred life-threatening illness/injury requiring hospitalisation of a member of the Insured's close family.

#### **8.4.2 Which expenses are covered by the insurance?**

The insurance covers usual, customary and reasonable extra expenses for

- a) transportation - maximum economy class - to the place of hospitalisation, loss of life or funeral,
- b) transportation - maximum economy class - to the Insured's residence or the place, where the Insured was at the time of the curtailment.

#### **8.4.3 Exclusions**

The insurance does not cover

- a) if the time of arrival is less than 12 hours prior to the Insured's originally planned time of arrival,
- b) in events where the person whose condition caused the curtailment was travelling with the Insured.

## **CHAPTER 9 - GENERAL CONDITIONS**

### **9.1 General exclusions**

The insurance does not cover claims

- a) which are not usual, customary and reasonable,
- b) occurred in areas, which are listed as a war zone in the Company's War and Risk List at the time of the occurrence of the claim.

Furthermore the insurance does not cover claims caused/occurred as a direct or indirect consequence of

- c) the Insured's intent or gross negligence,
- d) the Insured's abuse of alcohol, narcotics, medicine or other psychotropic substances,
- e) the Insured's participation in professional sports or training for professional sports,
- f) the Insured's participation in scientific expeditions,
- g) the Insured's participation in war, civil unrest or comparable high risk activities.
- h) strike, lockout, seizure, confiscation or other measure by a public authority,
- i) release of nuclear energy, radioactive forces or radiation from radioactive fuel or wastes.

### **9.2 Double insurance**

The insurance does not cover expenses covered by other insurance. Compensation under the terms of Personal Accident will not, however, be limited by the taking out of another insurance.

### **9.3 Transfer of rights**

No one can pledge or assign the Insured's rights under this insurance without the consent of the Company.

#### 9.4 Rights of subrogation

In the event of payments in pursuance of the insurance, the Company shall be fully and completely subrogated to the rights of the Insured.

#### 9.5 Legal venue and choice of law

Actions against the Company shall be tried at a legal venue in Switzerland. The choice of law is Swiss.

#### 9.6 Definitions

For the purposes of this insurance the following definitions shall be used in any interpretation of its wording

- accident. Sudden external event causing personal injury.
- acute illness/injury. Bodily injury or sudden unforeseen illness or justified suspicion of the before-mentioned.
- anniversary date of the insurance. The date upon which the insurance is up for renewal.
- close family. Spouse, children, stepchildren, cohabitant, children-in-law, grandchildren, parents, grandparents, parents-in-law, siblings and sister/brothers-in-law.
- country of residence. The country in which the Insured is registered as a resident. The country must appear from the insurance policy.
- day care benefits. Dialysis, treatment of cancer including chemo- and radiation therapy carried out in ambulatory and HIV/AIDS treatment.
- dental treatment. Treatment primarily caused by dental diseases, infections or damages, diseases or infections in the surrounding tissue.
- extra expenses. Expenses solely incurred by the insurance as a consequence of a claim for which compensation can be paid. If such expenses were to have been defrayed irrespective of the claim event, such expenses shall not be considered extra expenses.
- insurance period. The period in which the Company is liable for payment of claims.
- insurance year. The 12 months between each anniversary date. The period appears from the insurance policy.
- inpatient. Hospitalisation with minimum one night spent in a hospital.
- occurred. Illness/injury occurred, when the illness/injury in question has been diagnosed by a physician. Complications to the illness/injury or sequelae with another diagnosis are considered as being part of the original illness/injury.
- outpatient. Treatment, which does not include hospitalisation over night.
- prosthesis. Artificial limbs.
- psychotropic substances. Marijuana, cannabis, hash and the like.
- scheduled itinerary. Itinerary that can be documented by prepaid plane, railway or bus tickets or booked accommodation.
- scientific expeditions. Expeditions to areas where the local authorities require a special permit to stay.
- standard private room. Room with one bed. A standard private room is the lowest rate private room in a hospital.
- surgery. Surgical treatment/intervention including endoscopies.
- usual, customary and reasonable expenses. Usual and customary fee for the same service in the area, where the treating facility is located or on some other judgement of reasonableness

#### Swisscare insurance plans list :

- **ESI Expatriate**
- **ESI World**
- **ESI Switzerland**
- **ESI Travel**

#### Swisscare Insurance AG is Partner of :

