

Swisscare exclusions

2.17. General exclusions

The following situations are excluded from the scope of insurance, so that the insurer is relieved of any obligation to provide indemnification or services:

- a) If the insured commits a crime or offence that leads to the claim;
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- b) Any health effects resulting from ionising radiation (nuclear irradiation);
- c) Health or bodily harm stemming from the knowingly or unknowingly manufacturing of chemical, biological or biochemical substances or the use of such or electro-magnetic waves as weapons (notwithstanding eventual collateral causes). All risks stemming from ABC – weapons, nuclear energy and other ionising radiation.
- d) Any claim stemming from an act of god (force majeure) or a natural disaster deriving from the unusual intensity of a natural agent (eg. volcanic eruptions, meteorite impact, tidal wave, earthquake);
- e) If the insured undertakes any hazardous activities which would impact the risk evaluation;
- f) If the insured participates in high-risk sports (parachuting, acrobatics, races involving mechanical or motor vehicles, ski jumping, skiing outside of marked territories (off piste), paragliding, canyoning, boxing, rugby and martial arts, etc.);
- g) War, whether declared or otherwise, and in all cases 48 hours after the Swiss Federal Department of Foreign Affairs or other official authorities have confirmed the start of hostilities;
- h) Revolution, acts of sabotage, hooliganism or vandalism; strikes, roadblocks established during mass demonstrations and, in general terms, disturbances of any kind and measures taken to re-establish public order;
- i) Epidemics and pandemics;
- j) If the insured party takes drugs and/or alcohol and/or other hallucinogenic products leading or contributing to the incident;
- k) Suicide or attempted suicide;
- l) If an incident occurs in a country which is excluded from the insurance contract or if it happens outside the effective period of coverage.

2.18. General limitation of coverage

a) Notwithstanding the other exclusions the insurer has the right to refuse indemnification and the provision of services and if deemed necessary, to cancel the contract in the following cases:

- 1. If the insured or any third party does not report the incident immediately to the Alarm Center of the insurer;
- 2. If the insurer does not give prior approval before arranging and accepting responsibility for assistance or treatment, hospitalization or the acquisition of medication by the insured;
- 3. If the insured does not provide the insurer with the necessary information and original documents or does not submit them within the delay;
- 4. Any preexisting health conditions. Moreover, the insurer reserves the right to reduce the amount of indemnification if the health condition of the insured, even though not having preexisted, bears heavy risks such as diabetes, high blood pressure, hypercholesterolemia, etc;
- 5. Incidents, troubles and complications associated with pregnancy where the risk was known or could reasonably have been foreseen before the date of departure;
- 6. If the insured does not notify the insurer of the existence of another insurance covering the same risks and in case of non-disclosure
- 7. If the insured fails to take measures which might reasonably have been expected to avoid substantial aggravation of the risk and thus prevent the incident from occurring in the first place;
- 8. Any refusal to cooperate.

b) If the insured or any person making decisions on behalf of the insured declines to accept the

contractual services (eg. offer of repatriation) proposed in the event of an incident, the contract shall be suspended. Any costs incurred as a result of the insured declining the insurer's services shall be assumed entirely by the insured. If the insured changes his/her mind before the end of the coverage period, he/she shall assume any costs in relation with a prior refusal to accept the insurer's benefits (eg. costs induced by the extension of hospitalization, etc.) as well as if his/her change of mind.

c) Under penalty of forfeiture of any contractual rights, the insured and the policyholder abstain from interfering with the claim's handling by the insurer without the latter's prior written consent.

3.3. Limitations

In addition to the exceptions and exclusions already specified, the insurer will not provide any services or benefits for the consequences of the following situations:

- a) If the insured behaves abusively by requesting the insurer to organise a transfer or repatriation whereas he is in fact suffering from a minor affliction or injury which could be treated in situ and which would not prevent the insured from continuing the journey or stay;
- b) Accidents caused by the symptoms of epilepsy and malaria;
- c) Removal or transplants of organs, tissue or cells;
- d) Consultations related to in vitro fertilisation or similar methods; pregnancy and its consequences;
- e) Running away and kidnapping;
- f) Practising sports professionally or as part of an official competition organised by a sporting association for which a licence is issued, plus training in view of entering competitions;
- g) Ignoring official prohibitions or official rules concerning the safe practice of a given sports and/or leisure activity;
- h) taking part in a motor racing at any level, the use of motorcycles powering more than 125 cm³;
- i) Any type of hunting;
- j) Costs for meals in restaurants;
- k) Costs for excess luggage in the event of repatriation on a commercial airline as well as customs costs;
- l) If the insured has the intention of becoming established in the territory where the incident took place (asylum request, marriage, family reunion, etc.)

4.9. Limitations and exclusions

The following limitations and exclusions are applicable additionally to the exclusions and limitations already mentioned:

General

medical examinations, analyses or similar investigations as well as any treatment undertaken by the insured, his/her doctor or the hospital establishment to which the insured was admitted and which has not been approved of by the medical staff of the insurer beforehand. Treatment and other services given by persons belonging to his family, a spouse or a next-of-kin are not covered.

Spontaneous

consultations with a specialist;

Treatment

of symptoms not caused by a properly diagnosed pathological condition;

Treatment

of a preexisting medical condition and any of its consequences or complications;

Treatment

of symptoms of an illness or an injury that any reasonable person would have taken care of immediately and prior to the effective starting date of the insurance contract;
costs related to an illness or an injury that were not stabilized at the time of departure;

Afflictions

of mental, psychological or psychiatric origin as well as their symptoms and consequences;

The

consequences of a complaint that is being treated and require a period of convalescence;

Complaints

occurring during the trip taken for the purpose of diagnosis and/or treatment;

Costs

for care and treatment with therapeutic character not recognized under the national jurisdiction of the residency country;

The

consequences of situations bearing the following risks: declared risks of infection in the context of epidemics, exposure to infectious biological agents, chemical agents, incapacitating agents, neurotoxins, provided the local or national health authorities of the country of destination or of travel have ordered a quarantine;

Hospital

as well as medical expenses from the day on that the insurer would have the possibility and the right to organise the repatriation of the insured;

Acquisition

of medication by the insured that has not been prescribed by a doctor who has been approved by the insurer ;

Expenses

related to contraceptives, interruption of pregnancy and birth;

Expenses

related to optical aids (glasses, contact lenses, etc.), optical implants or prosthetics;

Surgery

or treatment for aesthetic or similar reasons;

Rehabilitation,

physio- and kinesitherapy, chiropractic costs; thermal cure and thalassotherapy costs;

Expenses

associated with the purchase of vaccines and vaccination costs.

2 Furthermore, the insured is not covered:

- a) If a trip is taken against medical advice;
- b) After having been diagnosed with a terminal illness;
- c) If the insured has the intention of obtaining medical treatment for a preexisting condition;
- d) If the insured undertakes a journey during an illness or period of inability to work;
- e) If the insured undertakes a journey during pregnancy exceeding the 7th month since conception;
- f) If the insured undertakes a journey when a doctor has recommended surgery which has not yet been performed.

3 This additional coverage complements the obligatory social security insurances as well as other insurances which the insured party may have taken out previously if this has proved to be insufficient. The same goes for other services provided by the affiliation to an association.

5.2. Limitations and exclusions

1 The following limitations and exclusions are applicable additionally to the exclusions and limitations already mentioned, in the following situations the insurer is not required to provide any services or benefits:

- a) Delays of chartered flights. Only regular flights that make their take-off and arrival times public are considered insured and covered. In the event of an objection, the "ABC World Airways Guide" is applicable as a reference of departure and arrival times of airplanes and their correspondences;
- b) If there is a delay of luggage when the insured party finds himself back at his country of origin;
- c) If the insured does not, within 8 hours after having been informed of the delay or the loss of his luggage, inform the person responsible from the airline;
- d) In the event that the customs or government institutions confiscate or keep the luggage.
- e) If the insurer has not first made a claim at the airlines company desk.

2 Furthermore, the insurer declines indemnification for items, if:

- a) indispensable purchases as well as clothing and toiletries were bought only two days after the effective arrival at the airport of destination;

- b) indispensable purchases as well as clothing and toiletries were bought only after the delayed luggage was delivered by a carrier business to the insured at the destination.
- c) The insured does not provide the insurer with documentation proving that a claim announcement has been made at the airlines company desk.

6.2. Special limitations of the insurance coverage

1 The following limitations and exclusions are applicable additionally to the exclusions and limitations already mentioned, in the following situations the insurer is not required to provide any services or benefits:

already mentioned, in the following situations the insurer is not required to provide any services or benefits:

- a) Luggage and personal belongings insured during their handling by a transportation company designated or belonging to the flight company or handled by means of public transportation and therefore covered by a liability insurance;
- b) Documents recorded on tape or film, collections, alarm systems, computer material (soft or hardware), telephones, office or professional material, keys, pens, lighters, bikes, trailers, camping cars and all vehicles and means of transport, glasses, contact lenses;
- c) Passports, identity cards, authorizations of residence and other travel or identity documents;
- d) Tickets and transportation titles;
- e) Articles of value that are not locked up or kept safe outside the time when they are being used;
- f) Jewellery, precious metals and stones, other valuables which are not in a safe when not being used;
- g) Objects of art with collector's value;
- h) All objects bought during the trip including souvenirs;
- i) Objects left in a vehicle (even locked);
- j) Banknotes, cheques and travellers' cheques, other marketable security papers, credit cards as well as other means of payment exceeding € 1'000.-;
- k) Cards for buying petrol, stamps, commercial samples, and commercial goods, tickets for events or performances.

2 Furthermore, the insurer is not obliged to provide services in the event of:

- a) Confiscation and withholding of luggage by customs, administration or police authorities;
- b) Accidents caused by smokers, dribbling or leaking liquids, deterioration or faulty material;
- c) Accidents caused by insects, other animals or by climatic conditions;
- d) Indirect damages incurred by a failed right of use, fines.

6.3. Obligations of the insured

In order to obtain the right to indemnification, the insured is obliged to transmit the claim in writing to the insurer immediately by handing in the following documents:

- a) The notice of loss registered with the conveyor;
- b) The report of the damage signed by the police at the place of the damage;
- c) Report of any witnesses;
- d) A copy of the claim presented to the hotel manager, the conveyor or the keeper of the deposit as to the damaged object;
- e) Original invoice of the costs of repair;
- f) The original invoice proving the acquisition of the object of the claim giving the date and price; the receipt of the acquisition of the foreign currency.

8.6. Limitations

1 The following limitations and exclusions are applicable additionally to the exclusions and limitations already mentioned, the insurer is not required to provide any services or indemnification if the consequences of the following facts lead to disability or death:

- a) An attempted or completed criminal act done by the insured;
- b) Accidents during a flight (all kinds of airplanes);
- c) Accidents due to practising sports as part of an official competition organised by a sporting association for which a license is issued, plus training in view of entering a competition;
- d) Accidents due to exercising a manual profession or when hunting;
- e) Humanitarian missions, warlike situations or war;

- f) Physical damages stemming from illness such as epilepsy;
- g) Physical damages resulting from tests or from using atomic, chemical or bacteriological weapons, x-rays, radium and radium enrichment as well as its derivatives, unless the wounds were afflicted in the frame of handling a defect apparatus or by mishandling of equipment, or are the consequences of the necessary treatment needed because of the insured accident.
- h) In the event of an aneurysm, brain stroke, paralysis or delirium tremens, mental disorder, disease of the brain or disease of the spinal marrow as well as deafness or blindness that already existed.