

HIRSLANDEN HEALTHLINE

GENERAL CONDITIONS OF INSURANCE (GCI)

A. COMMON PROVISIONS

A.1. Object of the contract

The provisions of these General Conditions of Insurance apply to the services «Telephone consultation in medical matters» (B.1.) and «Medical assistance abroad» (B.2.). These services are provided under the name «Hirslanden Health Line» (hereinafter referred to as «HHL»); they are provided by Klinik Hirslanden AG, Zürich, in collaboration with Europ Assistance (Switzerland) Insurance, Geneva. The insurer is Europ Assistance.

A.2. Territorial coverage

Telephone consultation in medical matters is a service provided in Switzerland. The term «Switzerland» refers to the entire territory of Switzerland, including the enclaves of Büsingen and Campione as well as the entire territory of Liechtenstein. Medical assistance is provided world-wide.

A.3. Insured persons

All persons who have signed a HHL insurance policy are insured.

A.4. Term of validity of Hirslanden Health Line

The beginning is the day of receipt of the HHL card. The insurance policy is valid for a period of one year. An extension is available, in writing, prior to expiry.

A.5. Uninsured events

HHL cannot on any account substitute the official local emergency services, such as for example the police or fire brigade. The insurance cover excludes measures not ordered and expenses not approved by HHL as well as measures and expenses whose assumption is not expressly envisaged by the convention. The insurance cover also excludes:

- events in relation with war or domestic political unrest (instability, civil war, terrorism, riots or revolution);
- the organisation and payment of transport as referred to in article B.2. in connection with minor complaints that can be treated on the spot and that do not prevent the insured person from pursuing his/her journey or stay.

HHL cannot be held responsible for the non-provision of benefits resulting from instances of force majeure or from events such as war, political instability, riots, acts of terrorism, restrictions imposed on the free circulation of persons and goods, strikes, explosions or natural disasters, nor for delays in the provision of benefits for the same reasons.

A.6. Assumption of external costs

HHL will only assume the costs of repatriation of an insured person who is domiciled in Switzerland (transport, escort and materials).

A.7. Communication with Hirslanden Health Line

HHL can be contacted at the following, 24-hour-number:
Telephone +41 (0)848 333 999
HHL counsels and supports the insured party in coordinating the services

Any measures and expenses relating thereto must be previously discussed with HHL. The insured party shall undertake to comply with the instructions issued by HHL. The original documents necessary for verifying the right to the benefits must be sent to HHL within 20 days following the request for benefits.

A.8. Non-respect of the insured party's liabilities

In case of a belated announcement, HHL will assume no liability for any benefits that could not be provided in due time. Should the insured party be in breach of the obligation to advise, inform or provide the documentation required, HHL reserves the right to reduce or to withhold its benefits unless the insured can prove that his/her omission had no impact on the occurrence and extent of the damage.

A.9. Travel tickets

When a transport is organised and paid for by HHL under the terms of the present agreement, the eligible person shall undertake to cede to HHL the right to avail itself of the unused ticket. He/she shall also undertake, if necessary, to cede to HHL any amounts reimbursed by the body issuing that ticket.

A.10. Transfer

The insured party shall undertake to cede to HHL any rights that he/she could claim from a third party in lieu and stead of the benefits provided.

A.11. Prescription

All action devolving from this agreement shall lapse within 2 years following the event that gave rise thereto.

A.12. Jurisdiction

Jurisdiction with respect to any claims or disputes arising from the present agreement, the insured party may lie with the Swiss courts in its place of domicile as well as with those of the place of domicile of the Europ Assistance head office in Geneva. Only Swiss Law shall apply.

A.13. Complementary legal bases

The legal provisions of the Insurance Contract Act [*Bundesgesetz über den Versicherungsvertrag; VVG*] as well as those of Swiss Contract Law [*Obligationenrecht; OR*] shall also apply.

B. BENEFITS / FINAL PROVISIONS

B.1. Telephone consultation in medical matters

Benefits are provided in Switzerland during office hours and comprise:

- telephone consultation, support, and organisation before and after a stay in hospital and during the patient's stay in a Hirslanden clinic
- supplying information about Hirslanden clinics, their medical specialisms, and the services they offer
- sending information material from Hirslanden and its clinics
- arranging appointments with doctors registered with Hirslanden clinics
- making arrangements with Hirslanden clinics and treatment centres
- making arrangements regarding telemedical appliances
- organising transport to Switzerland for hospitalisation in a Hirslanden clinic (only for persons domiciled outside of Switzerland)
- organising transport for accompanying relatives (only for persons domiciled outside of Switzerland)

B.2. Medical assistance abroad

The policy covers persons domiciled in Switzerland. Liability to provide benefits includes only benefits outside of Switzerland (benefits provided in Switzerland are excluded). Benefits concern transportation back to Switzerland, as follows:

The insured falls ill or has an accident abroad. HHL doctors contact the doctor at the place of loss or the doctor in attendance to decide on how to proceed in the insured's best interests. As soon as the insured's state of health permits and as decided by the doctors, HHL makes arrangements, within the context of doctors' orders, to return the insured, if necessary under medical supervision, to a Hirslanden clinic in the vicinity of the insured's domicile by ambulance, first-class rail (couchette or reserved seat), regular airline, or flying ambulance. Such transport may be effected only with the consent of HHL doctors and after consultation with the doctor at the place of loss. The decision to undertake such transport and the choice of means of transport and the location of any necessary hospitalisation in Switzerland is governed solely by the state of health of the insured and by the public health regulations in force.

B.3. Final provisions

Category of persons insured. HHL is a service available to persons with supplementary insurance (semi-private/private sickness or accident insurance) or for self-payers (patient pays all clinic expenses personally at the Swiss private rate).

Area of validity of General Conditions of Insurance. These terms of trade form an integral part of all offers and contracts. Subsidiary agreements, amendments, or additions, even if agreed only subsequently, do not become valid until confirmed in writing by HHL. Particulars given in catalogues, leaflets, and the like are wholly without obligation.

Use of data. HHL relies for the provision of its services on being able, for the duration of the contractual relationship, to process the personal data of insured persons in fulfillment of current statutory or officially prescribed requirements or to pass such data on in a controlled manner (e.g. for statistical purposes, codification, etc.). To that end, HHL is also permitted to gather requisite or missing data from other sources. HHL undertakes to handle gathered data in accordance with the best of its knowledge and belief and at all times to manage it in accordance with statutory data-protection regulations. In particular, HHL undertakes not to pass on personalized data to third parties for use or sale. HHL excludes any liability in connection with the management of data within statutorily permissible limits. In signing the proposal, the insured is declaring that he/she expressly agrees to the processing or transfer of his/her personal data as set out above. In becoming a member of HHL, the insured is declaring that he/she agrees that his/her data may be used by HHL for marketing purposes and that his/her attention may be drawn directly (by post) to interesting offers. The insured may stop this at any time by requesting in writing that his/her address should be blocked. In the event of legal enforcement of expenses vis-à-vis the insured or third parties, HHL is authorised to disclose all of the insured's personal data to everyone directly involved in the relevant proceedings where such disclosure is necessary to assert HHL's claims vis-à-vis those third parties or where the purpose of the proceedings requires such disclosure.