KPT, Postfach, CH-3001 Bern
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Area MedEvac

General Insurance Conditions (GIC)
Issue 01.2024

Contract

Purpose *Art. 1*
AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch (Switzerland) (hereinafter AWP), grants the benefits agreed in accordance with the framework agreement with KPT Versicherungen AG (hereinafter KPT) and listed in these General Insurance Conditions (GIC).

Insured persons *Art. 2*
The persons insured are employees of the Federal Department of Foreign Affairs (FDFA) who are posted abroad and their family members, provided that they have joined the underlying framework contract (hereinafter 'you').

Geographical scope of cover *Art. 3*
For the term of insurance, the insurance coverage is generally valid worldwide, with the exception of Switzerland, without prejudice to conflicting economic or trade sanctions or embargoes of the United Nations, the European Union, the United States of America or Switzerland.

Duration of cover *Art. 4*
The insurance coverage will remain in place for as long as the framework agreement between AWP and KPT exists and you remain subject to this framework agreement, and will end upon termination of the framework agreement or your withdrawal from the framework agreement.

General terminology *Art. 5*
The terms Illness (Krankheit) and Accident (Unfall) are as defined in the Federal Act on General Aspects of Social Security Law (Art. 3 and 4 GSSLAa) and the term Risky Behaviour (Wagnisse) is as defined in the Accident Insurance Ordinance (Art. 50 AIO).

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Benefits

Emergency transport services *Art. 6*

1 If a serious medical reason exists following an illness or accident and this is not covered by the employer under AIA or other insurance, AWP will cover costs of up to CHF 50,000 for local emergency transport from the original location of the incident to a local medical facility. Any additional service costs are to be borne by the insured person/FDFA. If AWP determines that local medical facilities are unable to provide adequate medical treatment:
- The KPT emergency call centre will consult with the doctor at the scene to obtain the necessary information to make appropriate decisions based on your overall health condition
- AWP will locate the nearest suitable, available hospital and will organise and pay for your transport there
- AWP will organise and pay for medical accompaniment, should it determine that this is necessary.

2 The following conditions apply:
a. You are required to inform the KPT emergency call centre in advance and let them arrange the emergency transport. Otherwise, the transport services will not be covered. This legal detriment will not occur if circumstances indicate that the breach of obligation is not your fault or if the entitled person proves that the breach of obligation had no influence on the nature or scope of the services provided.
b. All decisions regarding your transport must be made by medical professionals with a licence to a practice in the country in question.
c. The KPT emergency call centre will decide on the need for emergency transport from the local medical facility to a nearby foreign country or to Switzerland.
d. You must comply with the decisions of the KPT emergency call centre. If you fail to comply, AWP reserves the right to refuse provision of benefits.
e. One or more emergency transport providers must be willing and able to transport you from your current location to the suitable medical facility.

Uninsured events and costs *Art. 7*

AWP will not cover events or costs in connection with:
- Extraordinary danger, such as riots, acts of war or warlike operations; acts of terror; earthquake; volcanic eruption; flood; meteorite impact; hijack; nuclear reaction; radiation and radioactive contamination
- Military service
- Participation in races, rallies or other competitive driving events or training sessions using motor vehicles or motor vessels; participation in professional competitions or training for these
- Premeditated and attempted crimes and offences
- Self-harm, suicide and suicide attempts
- Participation in brawls, fights, strikes or riots
- Risky behaviour
- Abuse of alcohol, tobacco, drugs and chemicals
- Health impairments that existed at the time of contract conclusion or were known to the insured person prior to their trip
- The routine delivery of a baby
- Treatment for pre-existing conditions or injuries or cosmetic procedures abroad.

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The following costs are not insured:
- Travel of family members to the treatment country
- Accommodation for family members in the treatment country
- Return of the insured person and their family to the posting location
- Return of the insured person and their family to Switzerland.

Subsidiarity and recourse *Art. 8*
1 AWP will pay benefits subsequent to other providers.
2 If an insurer has a benefit obligation and AWP has made advance payments, AWP has a right to recover the amount paid from you or the liable insurer.
3 In the case of multiple insurance, the benefits payable by AWP will be limited to the proportion defined by the statutory provisions on multiple insurance.
4 Claims against liable third parties must be assigned to the insurer providing the insurance.
5 If you waive the right to benefits from third parties, AWP's obligation to provide such benefits will lapse.

Obligations

Obligation to cooperate and notify the insurer *Art. 9*
You are obliged to:
1 Notify the KPT emergency call centre immediately of an event by calling: +41 (0)58 310 99 99 or e-mailing: kpthelp@kpt.ch
2 Provide all information necessary to clarify the entitlement and establish the insurance benefits payable. In particular, you must submit all medical certificates, official reports, original bills and, on request, payment receipts
3 Authorise the treating physicians, medical professionals, facilities and official bodies to provide the information necessary to clarify the entitlement to benefits.

Final provisions

Time limitation *Art. 10*
Claims in connection with this contract are time barred five years after the occurrence of the fact on which the benefit obligation is based.

Jurisdiction and applicable law *Art. 11*
1 Legal action against the AWP can be filed with the court in the location of the company's registered office or your Swiss place of residence.
2 In addition to these provisions, the Swiss Federal Insurance Policies Act (IPA) applies.

Bern, 1 October 2023
KPT Versicherungen AG