General conditions of insurance (GCI) E603

INFORMATION FOR THE INSUREE

Use of the male gender to facilitate readability is intended to also refer to the female gender.

EUROPÄISCHE Reiseversicherungs AG, hereinafter referred to as ERV, with registered office in Basel is the insurer pursuant to the general terms and conditions of insurance (GCI).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form, on the insurance policy and in the accompanying GCI. The GCI and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insurer.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

1.1 Insured persons, special provision

The insured persons are those listed on the booking confirmation/arrangement invoice and for whom the insurance premium has been paid. The insurance covers people:

a) who have their place of residence in civil law or habitual abode in Switzerland;

b) who have their place of residence in civil law or habitual abode abroad, as long as they book their travel arrangements together with the policy in Switzerland.

Limiting provision for persons having their place of residence in civil law or habitual abode abroad: The insurance is valid only if at the time when the insurance policy is taken out they are not physically present on French territory and the policy is valid for less than 4 months.

B In the case of persons suffering from chronic mental illnesses, the ability of the insured to travel must be attested at the time when the booking is made.

1.2 Tax liability of foreign policyholders

A General provisions: policyholders with their place of residence in civil law or habitual abode abroad are themselves responsible for ensuring that they comply with the relevant provisions of tax law. Policyholders should obtain information about the laws and regulations applicable in their country of domicile on the basis of an insurance relationship with ERV and seek individual expert advice.

B Specific provisions for Germany: payment of the insurance cost based on the insurance relationship between ERV and a policyholder who has his place of residence in civil law or habitual abode in Germany at the time when the insurance cost is paid is liable for German insurance tax. German insurance tax amounts to 19% of the cost of the insurance. The policyholder is required by law to notify conclusion of the insurance without delay to the Central Federal Tax Office (Bundeszentralamt für Steuern) based in Bonn. He must submit an insurance tax return signed in his own hand to the Central Federal Tax Office within 15 days of the end of the month in which the insurance cost was settled and pay the self-calculated tax. A form can be retrieved electronically on the website of the Central Federal Tax Office (www.bzst.de) or will be forwarded by post by ERV at the request of the policyholder. These comments concerning tax are based on the legal situation and practice known at present in Germany. Amendments to the legislation, case-law or decrees and practice of the tax authorities are specifically reserved.

1.3 General exclusions

Not insured are events:

a) having already occurred, or that were manifest or could – theoretically – have been diagnosed by a doctor on the occasion of a medical examination when the travel was booked or when the policy was taken out. The provisions of par. 2.2 C and par. 3.2 C are reserved;

b) in connection with illnesses and accidents, which have not been detected by a doctor at the time of occurrence and confirmed by a medical certificate;

c) where the assessor (expert, doctor etc.) is a direct beneficiary of or is related by birth or by marriage to the policyholder;

d) which are attributable to a consequence of acts of war or terrorism, subject to the provisions of par. 3.2 A b);

e) in connection with strikes or unrest of all kinds, acts of God, epidemics or quarantine, subject to the provisions of par. 2.2 A b ) and 3.2 A b);

f) in connection with abduction;

gh) which are a consequence of dispositions made by a public authority;

i) which occur on the occasion of participation in:

- competitions, races, rallies or trainings with motor vehicles or boats,
- competitions and training sessions in connection with professional sport or an extreme sport,
- acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk;

j) which occur when driving a motor vehicle or a boat without the legally required driver’s license or in the absence of the legally required accompanying person;

k) which are caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;

l) which occur under the influence of alcohol, drugs, narcotics or psychological condition;

m) which occur on the occasion of the willful commitment or attempted commitment of crimes and misdemeanours;

n) in connection with suicide, self-mutilation and the attempt to do so;

o) which are caused by ionising rays of any kind, in particular as a result of nuclear reactions;

1.4 Claims against third parties

A If the insured has been compensated by a liable third party or his insurance, any reimbursement on the basis of the present contract is cancelled. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to ERV.

B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the Terms and Conditions of Insurance of the other insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance shall apply.

C If the insured person has a claim on another insurance policy (voluntary or compulsory insurance), cover is limited to the part of the ERV benefits exceeding those of the other insurance agreement.

D Costs will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

1.5 Additional provisions

A Claims superannuate 2 years after the claim.

B The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.

C Payments received unrightfully from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.

D The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).

E For the purpose of assessing whether a journey to a country is or is not reasonable because of strikes, unrest, war, terrorist attacks, epidemics, etc., the currently valid recommendations of the Swiss authorities shall as a matter of principle apply. These are in the first instance the Federal Department of Foreign Affairs (EDAF) and the Federal Department of Health (BAG).

F ERV pays its benefits in principle in CHF. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured person.

1.6 Obligations in case of claim

A Please contact:

- in case of claim, the Insurance Claims Department of EUROPÄISCHE Reiseversicherungs AG, MARGARETENSTRASSE 38, P.O. Box, CH-4003 BASEL, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch,
- in cases of emergency the ALARM CENTRE with 24-hour service, either by dialing the number +41 848 801 803 or by dialing the toll-free number +800 8001 8003, fax +41 848 801 804. It will be available to you day and night (including Sundays and public holidays). The ALARM CENTRE will offer advice to you concerning the steps to be taken and will organise the necessary assistance.
2 CANCELLATION COST

2.1 Special provision, scope, policy period
The policy is only valid if arranged within 15 days of the date of issue of the final booking confirmation. The insurance cover is valid worldwide and takes immediate effect once the insurance has been taken out. It ends once the insured journey has begun (check-in, boarding the reserved mode of transport etc.).

2.2 Insured events
A ERV grants insurance protection if the insured person is unable to start the booked travel service as a result of one of the occurrences listed below, provided such an occurrence begins after the insurance has been taken out or the journey has been booked:
- unforeseen severe illness, severe injury, severe pregnancy complication as well as death
- of an insured person,
- of a person travelling with the insured,
- of a person not travelling with the insured, who is very close to the insured,
- of the acting representative at the place of work, so that the presence of the insured person at that place is indispensable;
- b) severe detriment to the insured's property at his place of residence as a consequence of fire, storm, theft or water damage, so that his presence at home is indispensable;
- c) non-functioning or delay caused by a technical defect of the public means of transport to be used to reach the official place of departure in the country of residence (airport, departure railway station, port or coach boarding place);
- d) if within the last 30 days prior to departure
  - the insured person unexpectedly takes up a new permanent post as an employee with a new employer (promotions etc. are excluded), or
  - the contract of employment of the insured person is terminated through no fault of his own by his employer;
- e) theft of tickets, passport or identity card.

B If the person touching off the claim through an insured event is neither related to the insured person, there is only an entitlement to benefits if the latter would have to continue the journey alone.

C If an insured suffers from a chronic disease without this disease appearing to be discontinued, interrupted or prolonged. Previous or subsequent events are not taken into consideration.

2.3 Insured benefits
A The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the trip. Previous or subsequent events are not taken into consideration.

B ERV reimburses the actually incurred cancellation costs (excl. administrative fee, security fee and airport taxes) if the insured is unable to start the journey as a result of the insured occurrence limited by the price of the arrangement or the cancellation cost/amount insured stated at the scheduled time. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with par. 2.3 B.

2.4 Exclusions
Payments are excluded
- a) if the service provider (travel company, hirer, organiser etc.) cancels the agreed service or should have cancelled the service for objective reasons;
- b) if the illness/complaint which gave rise to the annulment is a consequence of fire, storm, theft or water damage, so that the presence of the insured person is indispensable;
- c) if an insured suffers from a chronic disease without this disease appearing to be discontinued, interrupted or prolonged. Previous or subsequent events are not taken into consideration;
- d) if the medical certificate was not made out as soon as the inability to travel could have been established;
- e) if the cancellation is the result of a mental or psychosomatic illness of persons in gainful employment which cannot be additionally substantiated by the presentation of a certificate of 100% absence issued by the employer for the duration of the inability to travel certified by a medical practitioner;
- f) if the person of persons in gainful employment which cannot be substantiated by a finding and attestation by a psychiatric specialist.

2.5 Claim
A The booking agency (travel office, transport enterprise, landlord, etc.) must be notified immediately after the occurrence of the event.
B The following documents must i.a. be delivered to ERV:
- the confirmation of the booking/invoice for the journey as well as the bill(s) for the cancellation or the subsequent journey costs (originals),
- a detailed medical certificate or a certificate of death or another official document.

3 SOS PROTECTION FOR UNFORESEEN INCIDENTS DURING THE TRIP

3.1 Scope, policy period
The insurance cover is valid worldwide during the period of the booked travel service (maximum 62 days).

3.2 Insured events
A ERV grants insurance protection if the insured person has to discontinue, interrupt or prolong the booked travel service as a consequence of one of the following events:
- unforeseen severe illness, severe injury, severe pregnancy complication as well as death
- of an insured person,
- of a person travelling with the insured,
- of a person not travelling with the insured, who is very close to the insured,
- of the acting representative at the place of work, so that the presence of the insured person at that place is indispensable;
- severe detriment to the insured’s property at his place of residence as a consequence of fire, storm, theft or water damage, so that his presence at home is indispensable;
- the breakdown of a booked or used means of public transport caused by a technical defect if on this account the continuation of the journey as scheduled cannot be guaranteed. Delays and detours of the booked or used means of public transport are not deemed to be breakdowns. There is no claim to benefits in the event of breakdowns or accidents with private vehicles which are not driven by the insured or used by the insured as a passenger;
- warlike events or acts of terrorism, within the first 14 days of such an event, if these have caught the insured unaware abroad;
- theft of tickets, passport or identity card: only the benefits in par. 3.3 B are insured.

B If the person touching off the discontinuation, interruption or prolongation of the journey through an insured event is neither related by birth nor marriage to the insured, there is only an entitlement to benefits if the latter would have to continue the journey alone.

C If an insured person is suffering from a chronic illness, without the travel seemingly being called into question for that reason at the time when the insurance is taken out or when the booking is made or before the journey is begun, ERV will pay the incurred insured costs if the journey must be cancelled due to unforeseen severe acute aggravation of the disease or if the person dies as a result of the chronic disease (subject to the provisions of par. 1.1 B).

3.3 Insured benefits
A The extent of entitlement to benefits is determined by the event causing the trip to be discontinued, interrupted or prolonged. Previous or subsequent events are not taken into consideration.

B In case of the occurrence of the insured event ERV will bear up to the maximum total amount of CHF 250,000
- a) the costs
  - for transfer into the nearest hospital suited for the treatment,
  - of a medically attended emergency transport to the hospital suited for the treatment at the place of residence of the insured;
- b) the costs of an necessary search and rescue operation up to CHF 10,000 per person if the insured is considered to be lost or must be rescued;
- c) the organisation and costs of the formalities required by the public authorities if an insured person dies during the travel. In addition, ERV will pay the cost of cremation elsewhere than in the country of residence or the additional costs to comply with the international convention on the transport of corpses (minimum requirements such as a coffin or zinc lining) and repatriation of the coffin or urn to the last place of residence of the insured person;
- d) the costs of temporary return to the place of residence in an amount of up to CHF 3,000 per person (outward and return journey for a maximum of 2 insured persons) if a stay for a period fixed in advance was booked with the bookings agency;
- e) the costs of an unscheduled return, and this on the basis 1st class ticket by train and economy class by plane;
- f) a repayable cost advance up to CHF 5,000 per person if an insured must be hospitalised abroad (repayment within 30 days after the insured person’s return home);
- g) the costs corresponding to the non-used part of the booked journey (excluding the costs of the originally booked return journey); this benefit is limited to the price of the journey or the cancellation cost/amount insured stated...
in the policy and comprises a maximum of CHF 10,000 per person or, in the case of several insured persons, CHF 20,000 per booking;

h) either the additional costs for continuation of the journey including accommodation, subsistence and communication costs (for a maximum of 7 days) in an amount of up to CHF 700 per person,
or if a hire car is used up to CHF 1,000, regardless of how many persons use the hire car;
i) the travel costs (flight in the economy class/medium-priced hotel) to the sickbed of the insured up to CHF 5,000 per person for 2 persons who are very close to him if he must stay for more than 7 days in a hospital abroad;
j) the organisation of the cancellation of mobile phones, credit and debit cards, but not the resulting costs.

C The decision as to the necessity, nature and timing of these benefits rests with ERV.

3.4 Exclusions
Payments are excluded:

a) if the ALARM CENTRE or ERV has not given its prior approval to the benefits in accordance with par. 3.3;
b) if the service provider (travel company, hirer, event organiser etc.) changes or interrupts the agreed service or should have changed or interrupted the service for objective reasons;
c) in the event of termination, interruption or extension of the travel in respect of par. 3.2 A a) without medical indication and if no physician was consulted locally;
d) if the illness/complaint which gave rise to the interruption or prolongation of the journey is a complication or consequence of an operation already planned prior to the commencement of insurance coverage or at the time the journey was booked.

3.5 Claim
A In order to be entitled to benefits from ERV, the ALARM CENTRE or ERV must be notified immediately when an insured event occurs.
B The following documents must i.a. be delivered to ERV:
• the booking confirmation (original or copy),
• a medical certificate incl. diagnosis, official certificates, the certificate of death, receipts, bills concerning insured additional costs, tickets and/or police reports (originals).

4 GLOSSARY

A–Z

Abroad
Abroad is deemed to be not Switzerland and not the country in which the insured person has their permanent residence.

Accident
An accident is a sudden unintended harmful effect of an unusual external factor on the human body which results in an impairment of the physical, mental or psychological health or death.

Act of God
A sudden and unforeseeable natural event with catastrophic characteristics. The damage-causing event is brought about by geological or meteorological activity.

Cancellation costs
If the traveller cancels the contract, the tour operator loses the right to the agreed trip price. He may however claim reasonable compensation. The level of compensation is based on the trip price less the expenses saved by the tour operator and the price he can obtain by using the travel services elsewhere.

Country/place of residence
The country of residence is the country in which the insured person has their place of residence in civil law or habitual abode or last had their place of residence in civil law or habitual abode before the commencement of the insured stay.

Epidemic
An epidemic is an infectious disease occurring at above-average levels and limited in time and space (e.g. influenza).

Extreme sport
The practice of unusual sporting disciplines, in which the person concerned is exposed to very great physical and psychological stresses (e.g. Ironman Hawaii distance).

Gross negligence
Gross negligence is committed when a person breaks an elementary rule of caution which, under the same circumstances, would have been imposed on any reasonable person.

Illness
Illness means any impairment of the physical, mental or psychological health which is not a consequence of an accident and requires a medical examination or treatment or results in incapacity from work.

Insured persons
Insured persons are the persons named in the insurance policy or the receipt, or the group of persons described in the insurance policy.

Policyholder
The policyholder is the person who has concluded an insurance policy with ERV.

Public means of transport
Public means of transport relates to all vehicles licensed for public conveyance of persons by air, land and sea. Vehicles used for tours/air tours, and hire cars and taxis are not deemed to be public means of transport.

Switzerland
For the purposes of territorial limits, Switzerland includes Switzerland and the Principality of Liechtenstein.

Terrorism
The term terrorism means any act of violence or threat of violence to attain political, religious, ethnic, ideological or similar ends. The act of violence or threat of violence is liable to spread fear or terror among the population or parts of it or to influence a government or state institutions.

Travel service/arrangement
Travel service/arrangement means, for example, booking air, ship, coach or rail travel, a coach transfer or other transport to or from the location or locally booking a hotel room, holiday apartment, mobile home or houseboat or chartering a yacht.

Unrest of all kinds
Acts of violence against persons or property arising from unlawful assembly, riot or tumult.

EUROPÄISCHE REISEVERSICHERUNGS AG

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THE LARGEST TRAVEL INSURERS ASSOCIATION IN EUROPE