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# General conditions of insurance (GCI). Corporate Travel Insurance<sup>(CTI)</sup>.

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

In cases of doubt about the interpretation and content of all documentation, the German version shall prevail.

## General conditions of insurance (GCI)

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### 1 General provisions

#### 1.1 Object insured

- A Notwithstanding anything to the contrary contained in this agreement, a business trip is the temporary professional absence, arranged by the employer (policyholder), of the person insured from their permanent residence or regular place of work.
- B The duration of a business trip is limited to 365 days. Leisure activities during the business trip, together with a maximum of 21 days off or holiday taken in addition before, during or after the business trip at the same location are also covered.
- C Journeys at the permanent residence or the regular place of work and between these places are not deemed to be business trips.
- D Expatriates who transfer their domicile abroad are not regarded as business travellers.
- E Business travel to a crisis territory is in principle excluded from the cover and can only be insured by taking out additional cover which requires an amendment of the contract and a change of premium (risk verification). If such supplementary insurance is taken out, capital benefits (accident capital payment) are generally excluded from the cover. No guarantee of benefits in respect of personal assistance (SOS protection) can be provided. This is dependent upon the security situation prevailing at the place concerned and on the available resources.

#### 1.2 Insured persons

- A The insured person is the natural or legal person having their place of residence in civil law or registered office in Switzerland or the Principality of Liechtenstein who signs the insurance contract.
- B The persons insured are
- a) the individuals listed in the insurance policy who have their place of residence in civil law or habitual abode in Switzerland or in the Principality of Liechtenstein;
  - b) all permanent employees and/or the groups of persons specified on the policy of companies which have their registered office in Switzerland or the Principality of Liechtenstein. The main and secondary businesses, branch establishments and subsidiary companies listed in the policy and domiciled in Switzerland or the Principality of Liechtenstein are likewise insured.
- C If the supplementary insurance has been taken out, cover also extends to spouses or partners, children or children of the partner when they accompany the person insured.
- D Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued immediately before booking a travel service.

#### 1.3 Regional area of application

The insurance applies globally unless another area of application is provided for in the "Special provisions relating to the individual components of insurance".

#### 1.4 General exclusions

The insurance does not cover events

- a) which have already occurred or were manifest when the insurance was taken out or the travel service was booked. The provisions of para. 2.2 C, para. 3.2 B and para. 6.6 a) are reserved;
- b) which occur in connection with illnesses or accidents that have not been directly diagnosed by a doctor at the time of occurrence and are supported by a medical certificate, or medical certificates that were only obtained by telephone consultation;
- c) where the assessor (expert, doctor, etc.) who makes the findings on the loss event is a direct beneficiary or is related by birth or marriage to the insured person;
- d) which are a consequence of warlike events or are due to terrorism, subject to the provisions for SOS protection (for details see para. 3.2 A f)) and possible inclusions of additional cover within the insurance policy;
- e) which are in connection with abductions;
- f) which are a consequence of official orders, subject to the provisions for travel legal protection (para. 12.3 and 12.4) and subject to para. 2.2 A h) and para. 3.2 A h);
- g) which occur when taking part in
  - competitions, races, rallies or training sessions with motor vehicles or boats;
  - competitions or training sessions in connection with professional sport or an extreme sport;

- trekking trips and mountain tours when sleeping at altitudes of over 4,000 m above sea level;
  - acts of daring (reckless actions) in which the person concerned knowingly exposes themselves to particularly great danger; the current SUVA classifications apply in principle;
- h) which occur when driving a motor vehicle or boat without the legally required and valid driving licence or in the absence of the legally required accompanying person;
- i) which are caused by deliberate or grossly negligent acts or omissions or are due to a failure to observe the generally accepted duty of care;
- k) which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- l) which occur on the occasion of the wilful or attempted committing of crimes or offences;
- m) which the insured person causes in connection with suicide, self-harm and the attempt thereof;
- n) caused by ionizing rays of any kind, in particular as a result of nuclear reactions;
- o) caused by a pandemic. The exceptions are if the insured person falls ill and where individual quarantine is ordered by a health authority if the insured person is suspected of being infected with a contagious disease (see para. 2.2 A h) + 3.2 A h)).

#### 1.5 Claims against third parties

- A If the insured person has been indemnified by a liable third party or their insurer, no payment will be made under this contract. If ERV is sued instead of the liable party, the insured person must assign their liability claims to ERV up to the amount of the expenses incurred.
- 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 the other insurer likewise contain a subsidiary clause. In this case the statutory provisions for double insurance are applicable.
- 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 in total once, even where there is multiple insurance with licensed companies.
- E The provisions of para. 1.5 A–D do not apply to capital benefits on death or disability.

#### 1.6 Other provisions

- A Claims lapse five years after any loss events.
- B The sole place of jurisdiction for the person entitled to make a claim is their Swiss domicile or the domicile of ERV, Basel.
- C Any benefits unduly received from ERV must be refunded to ERV within 30 days, together with any expenses incurred.
- D The insurance contract is governed exclusively by Swiss law, in particular by the Swiss Federal Act on Insurance Policies (IPA).
- E When assessing whether or not a trip to a country is reasonable because of strikes, unrest, war, terrorist attacks, epidemics, etc., the current recommendations of the Department of Foreign Affairs in the country of residence or in the country of nationality of the insured person shall as a matter of principle apply.
- F Changes of address must be reported immediately to ERV. If the insurance contract or the premium invoice cannot be delivered, the insurer's obligation to pay benefits will be suspended until such time as the outstanding premium has been paid in full.
- G ERV generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate on the day on which these costs were paid by the insured person.
- H When ERV pays the claim, the policyholder will assign their claim resulting from the insurance contract as an automatic lump sum to ERV.
- I ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.
- K If the contract is cancelled for a legal or contractual reason before the end of the contract period, ERV will reimburse the unused portion of the premium unless the policyholder terminates the contract following a claim and the contract had been in force for less than 12 months at the time of the cancellation or ERV pays the insurance benefits and the insurance contract is invalid because the risk no longer applies (total loss or exhaustion of the benefits).

#### 1.7 Obligations in the event of a claim

Information on what to do in the event of a claim can be found at [www.erv.ch/cti-vorgehen](http://www.erv.ch/cti-vorgehen).

- A In the event of:
- a claim, please contact the ERV claims service, P.O. Box, CH-4002 Basel, [www.erv.ch/schaden](http://www.erv.ch/schaden), phone +41 58 275 27 27, [schaden@erv.ch](mailto:schaden@erv.ch)
  - an emergency, please contact the 24-hour alarm center on +41 848 406 406. This number is available day and night (including Sundays and public holidays). The alarm center will advise on the appropriate course of action and organize the necessary assistance.
- B The insured person/recipient of benefits must do everything before and after the loss event to help avert or reduce the loss and clarify it.
- C The insurer
- must be provided immediately with any information requested,
  - must be provided with the necessary documents, and
  - must be provided with payment details (IBAN of the bank or post office account).
- D In the event of illness or accident, a doctor must be consulted immediately; the insured person/recipient of benefits must inform the doctor of their travel plans and must follow the doctor's instructions. The insured person/recipient of benefits shall release the doctors treating them from the duty of confidentiality towards the insurers.
- E All originals of documents as well as damaged items must be retained and provided to ERV at its request.

### 1.8 Culpable breach of obligations in the event of a claim

- A In the event of a culpable breach of obligations when a claim is made, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.
- B The insurer is not obliged to pay benefits if the insurer suffers a disadvantage as a result and
- false information is provided intentionally,
  - facts are concealed, or
  - the required obligations (including police report, statement of facts, confirmation and receipts) are not met.

## 2 Cancellation costs

### 2.1 Scope, period of validity

Insurance cover, which is valid worldwide, begins when the insurance is taken out or in the case of existing insurance cover when the business travel is booked, and ends when it commences (checking in, boarding the booked means of transport etc.).

### 2.2 Insured events

- A ERV will provide insurance cover if the insured person is unable to take up the booked travel service as a result of any of the following events, provided this occurred after taking out the insurance or booking the business travel:
- a) Unforeseen serious illness, serious injury, serious pregnancy complications or death
- of an insured person;
  - of a person travelling with the insured person;
  - of a person not travelling with the insured person, who is very close to the insured person;
  - of the direct deputy at the place of work, so that their presence at work is essential;
- b) Strikes (except in the case of active participation) on the planned travel route abroad. Unrest of any type, epidemics or natural disasters at the travel destination if the life and property of the insured person is at real risk and/or the Swiss authorities have issued an official travel warning for the destination;
- c) Serious damage to the property of the insured person at their place of residence as a result of fire, natural disasters, theft or water damage so that their presence at home is essential;
- d) Failure or delay – in either case resulting from a technical defect or an accident involving persons – of the public transport (including conductor lines, rails, electronics and control systems; exhaustive list) to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence; The same applies to following rail vehicles whose path is blocked as a result;
- e) Failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery and keys) of the private vehicle or taxi during the direct journey to the place of departure (airport, departure railway station, port or coach boarding place) in the country of residence;
- f) Theft of tickets, passport or identity card;
- g) Pregnancy of an insured person, if the date of return is after the 24th week of pregnancy, or if a vaccination that would present a risk to the unborn child is recommended for the destination of travel, or if an official travel warning for pregnant women has been issued for the travel destination. In this case the benefits are limited to the maximum sum insured;
- h) Individual quarantine ordered by a health authority if the insured person is suspected of being infected with a contagious disease.
- B If additional insurance has been taken out, the list of insured events in para. 2.2 A is extended by the following point:
- i) Cancellation of the business appointment of the person insured by the business partner for a reason independent of the will of the insured individual and their principal or employer, within 30 days prior to departure.
- C If an insured person suffers from a chronic illness without that person's travel appearing to be in question at the time of taking out the insurance or booking the travel, ERV will pay the insured costs incurred if the business travel has to be cancelled due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness.

### 2.3 Insured benefits

- A When assessing entitlement to benefits the decisive criterion is the event which triggers the cancellation of the travel service. Previous or subsequent events are not taken into account.
- B If the insured event occurs, ERV will pay the cancellation costs actually incurred (excluding security and airport fees). The sums insured are specified in the insurance policy or in the overview of insurance benefits. Disproportionate or repeated processing fees are not insured.
- C ERV will pay the additional costs for delayed commencement of travel if the insured person is unable to commence travel at the scheduled time as a result of the insured event; this benefit is limited to the travel service price or to a maximum amount of CHF 3,000 per person. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with para. 2.3 B.

### 2.4 Exclusions

- Benefits are excluded:
- a) if the service provider (tour operator, landlord, organizer, etc.) cancels the agreed service or should have cancelled it for objective reasons; this applies in particular to package holidays;
- b) if the illness/complaint which gave rise to the cancellation was a complication or consequence of medical treatment or surgery already planned at the commencement of the insurance term or at the time of booking the business travel;
- c) if an illness or the consequences of an accident, operation or medical intervention already existed at the time of travel booking and the insured person had not recovered by the travel date;
- d) in the event of cancellation under para. 2.2 A a) without medical indication

or if the medical certificate was not issued at the time of the first possible determination of incapacity to travel or was only obtained by telephone consultation;

- e) if a cancellation due to a mental or psychosomatic illness
- cannot be established by a psychiatric specialist and in the form of a certificate issued on the day of cancellation and
  - in relation to persons in employment cannot additionally be established through production of a 100% confirmation of absence by the employer for the duration of the medically certified inability to travel;
- f) in the event of inadequate maintenance of the private vehicle or if it had already sustained defects or was manifestly defective when the trip was commenced or continued;
- g) if the event is attributable to improper repair, self-repair or unauthorized changes made to the private vehicle.

### 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,
  - a copy of the insurance policy.
- C In the event of cancellation of the business appointment, the following documents are also to be submitted:
- the confirmation of cancellation of the appointment by the business partner,
  - the confirmation of cancellation of the appointment by the principal or employer.

## 3 SOS protection

### 3.1 Scope, period of validity

Insurance cover applies worldwide for the duration specified in the policy for as long as and as often as the insured person is travelling on business.

### 3.2 Insured events

- A ERV will provide insurance cover if the insured person has to discontinue, interrupt or extend the booked travel service as a consequence of any of the following events:
- a) Unforeseen serious illness, serious injury, serious pregnancy complications or death
- of an insured person;
  - of a person travelling with the insured person;
  - of a person not travelling with the insured person, who is very close to the insured person;
  - of the direct deputy at the place of work, so that their presence at work is essential;
- b) Strikes (except in the case of active participation) on the planned travel route abroad. Unrest of any type, epidemics or natural disasters at the travel destination if the life and property of the insured person is at real risk and the continuation of the trip or stay is therefore rendered impossible or unreasonable;
- c) Serious damage to the property of the insured person at their place of residence as a result of fire, natural disasters, theft or water damage so that their presence at home is essential;
- d) Failure of a booked or used means of public transport (including conductor lines, rails, electronics and control systems; exhaustive list) as a result of a technical defect or an accident involving persons, if the continuation of the travel service in accordance with the itinerary is not, therefore, guaranteed. The same applies to following rail vehicles whose path is blocked as a result. Delays or detours of the booked or used means of public transport will not be regarded as failure;
- e) Failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery or keys) of the private vehicle to be used, if the continuation of the trip in accordance with the itinerary is not, therefore, guaranteed;
- f) Warlike events or terrorist attacks within 14 days of their first occurrence, if the insured person is caught unawares by them while abroad;
- g) Theft of tickets, passport or identity card: Only the benefits pursuant to para. 3.3 B h) are insured;
- h) Individual quarantine ordered by a health authority if the insured person is suspected of being infected with a contagious disease.
- B If an insured person suffers from a chronic illness without that person's travel appearing to be in question at the time of taking out the insurance, at the time of booking, or prior to the commencement of the travel, ERV will pay the insured costs incurred if the travel has to be interrupted, abandoned, or extended due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness.

### 3.3 Insured benefits

- A The event which triggers the abandonment, interruption or extension of the travel service is decisive when assessing the entitlement to benefits. Previous or subsequent events are not taken into account.
- B If the insured event occurs, ERV will pay
- a) the costs
- for transfer to the nearest suitable hospital for treatment;
  - of medically attended emergency transport to the hospital suitable for treatment at the place of residence of the insured person.
- ERV's doctors alone will decide on the necessity, nature and timing of these benefits;
- b) the costs of any necessary search and rescue operation, up to CHF 100,000 per person, if the insured person is considered missing or has to be rescued;
- c) the organization costs and cost of the formalities ordered by the authorities if the insured person dies during the trip. In addition, ERV will pay the costs of cremation outside the country of residence or the additional costs of com-

plying with the international Agreement on the Transfer of Corpses (minimum requirements such as a zinc coffin or lining) and the return of the coffin or urn to the last place of residence of the insured person;

- d) the costs for burial in the country of residence, up to max. CHF 10,000, if an insured person dies while on travelling on business. The benefits provided by ERV are additional to the participations by the locality of residence, the canton of residence and any compulsory or voluntary insurance and are confined to the proportion which exceeds these benefits. This benefit is only included in the Premium cover variant;
  - e) the costs of a temporary return to the place of residence in an amount of up to CHF 5,000 per person (outward and return journey for a maximum of two insured persons) if a stay for a period fixed in advance was booked with a return journey;
  - f) the additional costs of an unscheduled return, based on the flight class (max. business class) or rail class booked for the outward journey;
  - g) a repayable advance on costs of up to CHF 10,000 per person if an insured person has to be hospitalized abroad (reimbursement within 30 days of return to the place of residence);
  - h) the costs corresponding to the unused portion of the travel arrangement (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 specified in the insurance policy or in the overview of insurance benefits;
  - i) either the additional costs for continuation of the journey, including accommodation, subsistence and communication costs for calls to the alarm center (for a maximum of seven days), up to the amount of CHF 5,000 per person or up to CHF 5,000 if a rental car is used, regardless of how many people use the rental car;
  - k) the expenses actually incurred (economy-class flight/medium-class hotel) for two persons very close to the insured person to travel to the latter's sickbed if they have to spend more than seven days hospitalized abroad;
  - l) if the person insured is no longer able to work as a result of a serious accident or serious illness, the cost of organizing and paying for a stand-in employee to travel to and from the place of work (based on the flight class [max. business class] or rail class previously booked for the insured person who is no longer able to work);
  - m) the necessary additional costs for subsistence and communication during a hospital stay up to max. CHF 100 per day if the insured person has to remain in a hospital abroad for more than 24 hours. This benefit is only included in the Premium cover variant and is limited to not more than 364 days;
  - n) in the event of the insured person being hospitalized abroad, the external care costs involved in providing professional third-party care for children under 12 years of age in Switzerland will be covered for the duration of the hospitalization (but not the cost of organizing the care). These costs are limited to a maximum of CHF 200 per day and to a maximum of CHF 2000 per incident.
- C SOS protection at home: The insured person can request assistance via the alarm center (24-hour service), on +41 848 406 406, if they become aware of a particular dangerous or emergency situation at home (e.g. unlocked doors/windows, electric cooker left switched on, a pet not cared for). In such cases ERV will pay the costs for organizing assistance, but not the costs for remedying the dangerous or emergency situation.
- D ERV is responsible for the decision on the necessity, nature and timing of the above-mentioned benefits.

### 3.4 Exclusions

- A The insured person is obliged to claim the benefits for SOS protection via the alarm center and to have them approved in advance by the alarm center or ERV. **Otherwise, benefits are limited to a maximum of CHF 400 per person and event.**
- B Benefits are excluded:
- a) if the service provider (tour operator, landlord, organizer, etc.) changes or abandons the agreed service or should have changed or abandoned it for objective reasons; this applies in particular to package holidays;
  - b) in the case of abandonment, interruption or extension of the trip with regard to para. 3.2 A a) without medical indication or if no doctor was consulted locally;
  - c) if the illness/complaint which triggers the abandonment, interruption or extension of the trip was a complication or consequence of medical treatment or surgery already planned at the start of the insurance term or time of booking, or prior to commencement of the trip;
  - d) in the event of inadequate maintenance of the vehicle or if it had already sustained defects or was manifestly defective when the trip was commenced or continued;
  - e) if the event is attributable to improper repair, self-repair or unauthorized changes.

### 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),
  - a copy of the insurance policy.

## 4 Flight delay (missed connection)

### 4.1 Scope, period of validity

With the exception of the country of residence, the insurance cover is valid worldwide for the policy period set out in the insurance policy, for as long as and as often as the insured person is travelling on business.

### 4.2 Insured event and benefit

If a connection between two flights is missed owing to a delay of at least three hours due solely to the fault of the first airline, ERV will as a supplement to the

benefits provided by the airline pay the additional costs (hotel costs, rebooking costs, phone charges) to enable continuation of the journey. The sums insured are specified in the insurance policy or in the overview of insurance benefits.

### 4.3 Exclusions

Benefit payments are excluded if the insured person is responsible for the delay.

### 4.4 Claim

- A The insured person shall on return from the journey, immediately inform ERV in writing and state the reasons for the claims.
- B The following evidence must i.a. be submitted to ERV:
- a proof of delay from the air transport company,
  - the confirmation of the booking (original or copy),
  - the original receipts concerning insured additional costs,
  - a copy of the insurance policy.

## 5 Baggage

### 5.1 Scope, period of validity, special provision A (conduct obligations while travelling)

- A Insurance cover applies worldwide for the duration specified in the policy for as long as and as often as the insured person is travelling on business.
- B When they are not being worn or used, valuable items
- must have been handed over to an overnight accommodation provider or a guarded cloakroom for custody or
  - must be kept under lock and key in a locked room with restricted access; bags of all kinds, beauty and attaché cases, as well as jewellery boxes, are not regarded as sufficient containers.
- C Travel warnings issued by the Swiss Federal Department of Foreign Affairs (FDFA) in relation to the specific travel destination, in particular the level of criminality there as well as associated precautions, must be noted and followed.

### 5.2 Insured items

- A All items taken on the business trip for personal use by the insured persons are insured.
- B Insurance cover for sports equipment, wheelchairs and buggies applies exclusively during conveyance by public transport, and for as long as the insured items are in the care of a transport company.
- C Insured persons must carry any medically required items at all times. This does not apply to items that must be in the care of a transport company during conveyance by public transport.
- D If the Premium cover variant has been taken out, the policy also covers all items which the insured person takes with them on the business trip for the purpose of engaging in their professional work provided that such items are owned by either the employer or the insured person.

### 5.3 Uninsured items

The insurance does not cover:

- a) cash, tickets, securities, software, precious metals, deeds and documents of all kinds, precious stones and pearls, merchandise, samples, items with artistic or collector value, musical instruments, motor vehicles, trailers, boats, surfboards, caravans and aircraft, each including accessories;
- b) items covered by special insurance;
- c) medical aids that were voluntarily placed in the care of the transport company for conveyance.

### 5.4 Insured events

- A The insurance covers:
- theft, burglary, robbery;
  - damage, destruction;
  - permanent loss during conveyance by public transport, provided the baggage was placed in the care of the transport company for conveyance;
  - late delivery (by at least three hours) by a public means of transport.
- B Insurance cover is in place, provided the event occurred within an official camping site.

### 5.5 Insured benefits

- A ERV indemnifies:
- a) in the event of total loss of insured items, the full replacement value;
  - b) in the event of partial loss, the costs of repair;
  - c) spectacles, contact lenses, prosthetic devices and wheelchairs up to a limit of 20% of the sum insured;
  - d) in the event of theft or permanent loss of passport, identity card, driver's, vehicle or similar identity documents and keys, the cost of recovery;
  - e) in the event of late delivery of the baggage by a public means of transport, the cost of absolutely essential purchases up to CHF 2,000 per person and subject to a maximum of CHF 4,000 per journey. There is no right to indemnification for the return journey to the place of residence;
  - f) If the Premium cover variant has been taken out, the policy also covers items used for professional purposes up to a maximum of CHF 5,000 per insured trip, provided that they are covered by other insurance.
- B The sums insured specified in the insurance policy or in the overview of insurance benefits limit the total benefits for losses occurring while travelling on business during the period of the insurance cover.

### 5.6 Exclusions

Benefits are excluded:

- a) for damage due to wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the items;
- b) for damage resulting from leaving behind, misplacing, losing or dropping the items or where the damage was the fault of the claimant;
- c) for items left behind, even for a short time, at a location accessible to the general public, which is outside the control of the insured person;

- d) for items which are kept in a manner inappropriate to their value;
- e) if items were stolen from a motor vehicle, boat or tent that was not closed or locked and/or there is no evidence of burglary;
- f) for valuable items left in a vehicle, boat or tent, or entrusted to a transport company for conveyance;
- g) for items left on or in vehicles, boats or tents overnight (10 p.m. to 6 a.m.).

## 5.7 Claim

- A The insured person shall,
- in the event of theft or robbery, immediately seek an official investigation at the nearest police station or obtain a report of the incident (police report, report of loss of air ticket, etc.),
  - in the event of damage, late delivery or loss during transport of the baggage by the responsible body (hotel management, travel leader, transport company, etc.), instantly arrange for the causes, circumstances and extent of the damage to be confirmed in a report and must therein apply for indemnity,
  - on return from the journey, immediately inform ERV in writing and state the reasons for the claims.
- B The following documents must i.a. be submitted to ERV:
- the police report, report on the circumstances, report of loss of air ticket,
  - the confirmation, receipts or evidence of purchase (originals),
  - the booking confirmation (original or copy).
- C Damaged objects shall be kept at the disposal of ERV.

## 6 Medical and hospital expenses worldwide

### 6.1 Scope, period of validity, specific provision

With the exception of the country of residence, the insurance cover is valid worldwide for the policy period set out in the insurance policy, for as long as and as often as the insured person is travelling on business. At the request of ERV and at the expense of the insured person, the latter must be prepared to undergo a medical examination by a medical officer at any time.

### 6.2 Insured events and benefits

- A In the event of illness or accident, ERV will reimburse costs incurred abroad for:
- a) medically necessary treatment measures (including medicines) prescribed or implemented by a licensed doctor/chiropractor;
  - b) medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff for the duration of the treatment; If the supplementary insurance has been taken out, the insured persons are insured on the basis of a public hospital with a private ward;
  - c) initial purchase, hire, replacement or repair of medical aids such as prostheses, glasses and hearing aids provided they are the consequence of an accident and are prescribed by a doctor;
  - d) medically necessary rescue and transport costs to the nearest appropriate hospital for treatment, up to 10% of the sum insured;
  - e) emergency dental and dental surgical treatments (incl. medicines) prescribed or carried out by a qualified dentist/oral surgeon are insured up to a maximum of CHF 1,000, provided that the Business or Premium cover variant has been taken out.
- B These benefits are paid up to 90 days beyond the agreed duration of insurance provided the insured event (illness or accident) occurred during the insurance period. The sums insured are specified in the insurance policy or in the overview of insurance benefits.
- C All benefits are paid as a supplement to the benefits of statutory social insurance schemes and taking into account the benefits of any other supplementary insurances. Cover is contingent upon health and accident insurance being in place.

### 6.3 Cost credits

In the case of cost-intensive treatments, ERV will issue cost credits (directly to the hospital) within the framework of this insurance and as a supplement to the statutory social insurance schemes (health insurance, accident insurance) and taking into account the benefits of any other supplementary insurances for all inpatient hospital stays. ERV will not issue cost credits for outpatient treatment (medical, pharmaceutical and pharmacy costs).

### 6.4 Uninsured accidents

The insurance does not cover:

- a) accidents that occur during foreign military service;
- b) accidents that occur while parachute jumping or piloting aeroplanes or aircraft;
- c) accidents suffered by the insured person as a passenger of an aircraft.

### 6.5 Uninsured illnesses

The insurance does not cover:

- a) general check-ups or routine consultations;
- b) symptoms or illnesses which already existed when the insurance was taken out, together with their consequences and complications;
- c) illnesses as a consequence of prophylactic, diagnostic or therapeutic medical actions (e.g. vaccinations, radiation) insofar as they are not occasioned by an insured illness;
- d) disorders of the teeth and jaws, unless the Business or Premium cover variant has been taken out;
- e) consequences of contraceptive or abortion-inducing measures;
- f) pregnancy or childbirth, together with attendant complications;
- g) conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

### 6.6 Further exclusions

- a) Benefits for existing illnesses and accidents (including symptoms, consequences or complications) – which existed when the insurance was taken out or when the trip was commenced, or which could – hypothetically – have been diagnosed by a doctor during an examination. An exception is an unforeseen acute deterioration in health due to a chronic condition;

- b) Deductibles and excesses under other private and social insurance schemes;
- c) Events and benefits that are attributable to epidemics and pandemics;
- d) Participation in strikes, unrest or demonstrations of any kind;
- e) Benefits for treatment or care abroad if the insured person has gone abroad for this purpose;
- f) Treatments which are not carried out effectively, expediently and economically according to scientifically proven methods (Arts. 32 and 33 HIA);
- g) Benefit reductions imposed by other insurances.

## 6.7 Claim

- A In the event of an accident or illness a physician must be consulted immediately and the instructions given by him complied with.
- B The following documents must i.a. be delivered to ERV:
- a detailed medical certificate,
  - the medical, hospital and pharmacy bills,
  - a copy of the insurance policy.
- C The insured person must agree at all times to be medically examined by an independent medical examiner of ERV and at its (the Company's) expense.

## 7 Medical expenses

### 7.1 Scope, period of validity, benefits

- A With the exception of the country of residence, the insurance cover is valid worldwide for the policy period set out in the insurance policy, for as long as and as often as the insured person is travelling on business.
- B In the event of illness or accident, ERV will pay all costs incurred abroad in accordance with para. 6.2 A a)–d) up to the maximum sum insured. Other provisions see para. 6.2 A e) – para. 6.6.

## 8 Accident capital payment

Accident capital payments are a fixed-benefit insurance.

### 8.1 Scope, period of validity

With the exception of the country of residence, the insurance cover is valid worldwide for the policy period set out in the insurance policy, for as long as and as often as the insured person is travelling on business.

### 8.2 Insured events and benefits

- A In the event of the death of the insured person as a result of an accident or within five years of an accident as a consequence thereof, the beneficiaries specified in the policy (if none are given: the legal heirs) will receive the agreed sum. The method of payment is specified in the insurance policy. Any disability payments already made as the result of this contract are deducted from the sum insured in case of death.
- B In the event of medically diagnosed 100% disability resulting from an insured accident within five years of the date of the accident, ERV will pay the agreed capital and in the event of partial disability a corresponding percentage thereof. The method of payment is specified in the insurance policy.
- a) The degree of disability is measured on the basis of the scale of compensation for physical or mental impairment of the Accident Insurance Ordinance (AIO) and additionally in accordance with the scales of SUVA;
  - b) The total inability to use limbs or organs is equated with loss;
  - c) For partial loss or only partial inability to use limbs, an appropriate lower degree of disability will apply;
  - d) If several body parts are affected, the severity of the disability, which cannot exceed 100%, is determined by adding the individual percentage rates together;
  - e) Where the case is not listed in the AIO and/or SUVA scales, the degree of disability based on medical diagnosis is calculated using these scales and taking into account the insured person's circumstances;
  - f) If body parts were already missing or had lost some or all of their function prior to the accident, the pre-existing degree of disability calculated according to the above principles will be deducted when establishing the degree of disability;
- C The sums insured are specified in the insurance policy or in the overview of insurance benefits.

### 8.3 Benefit limits

ERV will pay:

- a) in the event of the death
  - of insured children who had not reached age 16 at the time of the accident, a maximum of CHF 10,000;
  - of insured persons who at the time of the accident had reached age 65, half of the agreed sum insured;
- b) in the event of disability
  - of insured children who had not reached age 16 at the time of the accident, a maximum of CHF 200,000;
  - of insured persons who at the time of the accident had reached age 65, instead of the lump sum, a life annuity; The annuity is set at CHF 83 per year per CHF 1,000 of disability capital for a degree of disability of 100% (pro-rated according to the degree of disability in accordance with para. 8.2 B);
- c) under all accident insurance policies in force with ERV on a combined basis per person a maximum of
  - CHF 2 million in the event of death,
  - CHF 2 million in the event of disability.

If multiple insured persons have an accident due to one and the same loss event, the compensation payable by ERV is limited to a maximum amount of CHF 15 million in the event of death and disability. If the claims exceed this amount, this sum is applied proportionately.

### 8.4 Aircraft hijacking, violent incidents on board or acts of war

- A In case of acts of war or terrorist events, the insurance remains valid, in the case

of prior expiry of the policy, for a year after the date of the hijacking, parachute jump or emergency landing. The above extensions of cover apply provided that the insured person was demonstrably not active in or was incited to take part in the relevant events.

#### B Aircraft hijacking

Accidents are covered during deprivation of liberty after a hijacking of the aircraft used, during involuntary sojourns following a parachute jump to safety or an emergency landing as well as the subsequent direct return of the insured person to their place of residence or continuation of the journey to their original destination.

#### C Violent incidents on board

Accidents related to acts of war or terrorist events are insured

- on board the insured aircraft, insofar as the accident is caused by persons who are also on board or by dangerous substances smuggled on board the aircraft;
- during deprivation of liberty after a hijacking of the aircraft used, during involuntary sojourns following a parachute jump to safety or an emergency landing as well as the subsequent direct return to the place of residence or the continuation of the journey to the original destination.

#### D Acts of war

If a war breaks out

- in which Switzerland or one of its neighbouring countries is involved,
  - between individual countries of the United Kingdom, the countries of the former Soviet Union, the United States of America, the People's Republic of China or between one of these countries and a European state,
- the insurance cover becomes invalid 48 hours after the outbreak of hostilities. However, if the deprivation of liberty, parachute jump or emergency landing has already occurred, the insurance cover becomes invalid after one year.

### 8.5 Claim

A Death as the result of an accident is to be advised in writing to ERV within 24 hours. If requested, the beneficiaries must permit an autopsy or exhumation to be carried out.

B The following documents must i.a. be delivered to ERV:

- the original of a detailed doctor's certificate and/or death certificate,
- a copy of the insurance policy.

## 9 Motor vehicle breakdown assistance

### 9.1 Scope, period of validity

The insurance cover is valid Europe-wide excluding Switzerland for the policy period set out in the policy, for as long as and as often as the insured person is travelling on business.

### 9.2 Insured vehicles

The insurance covers the passenger car, motorhome with a total weight of up to 3,500 kg or motorcycle used by the insured person. The insurance also covers trailers that, together with the towing vehicle, are legally registered for road use.

### 9.3 Insured events and benefits

A ERV pays the following costs if the vehicle used by the insured person within Europe from their place of residence is involved in a traffic accident, suffers a breakdown or is stolen:

- Having the vehicle towed away and repairs up to the value of CHF 400 (including any small parts carried by the breakdown service that are required to make the vehicle roadworthy again, but excluding the cost of any other materials). The costs for work carried out in a garage and any further spare parts are not covered;
- Parking fees (garaging costs), up to a maximum of CHF 300;
- Recovery of the vehicle, up to a maximum of CHF 2,000;
- Forwarding of spare parts, if they cannot be sourced locally;
- An expert assessment up to a value of CHF 200 if the repair bill appears unjustified;
- Costs specified in para. 3.3 B h) for the continuation of the journey or return to the place of residence (including hire of a replacement vehicle of the same category), if for compelling reasons – evidence of which must be provided – it is not possible to wait for the vehicle to be repaired;
- Recovery of the vehicle, to be organized by ERV, if
  - it cannot be repaired within 48 hours,
  - the stolen vehicle is only found after 48 hours, or
  - the insured person is forced to leave their vehicle behind and use another form of transport, or if they fall ill, are injured or die and no accompanying person has a valid driving licence.These costs will be no higher than the current value of the vehicle being recovered;
- Rail journey to location of vehicle if the insured person is collecting the vehicle themselves;
- Customs duty on the vehicle if it cannot be returned to the insured person's home country due to total loss or theft.

B ERV will also provide the insured person with an advance of costs of up to CHF 2,000 in the event of large repair bills incurred abroad. This advance is repayable within 30 days after the insured person returns to their place of residence.

### 9.4 Exclusions

Benefits are excluded:

- if the alarm center or ERV has not given its prior approval to the above-mentioned benefits in relation to breakdown assistance.
- if the vehicle is inadequately maintained or if the vehicle had already sustained defects or was manifestly defective when the journey was commenced;
- for vehicles equipped with trade plates (U-number);
- if the vehicle has been driven by an insured person without the consent of the keeper;
- if the insured vehicle was used to carry passengers for commercial purposes or for commercial car-sharing or rental;

- in the event of claims which occur off the public highway or on unofficial roads or on race tracks.

### 9.5 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 original report on the circumstances (police report, accident report),
- the original receipts and bills,
- a copy of the insurance policy.

## 10 Deductible guarantee for rental vehicles

### 10.1 Scope of insurance, scope of application, period of validity

The insurance provides collision damage waiver insurance for rental cars and covers the vehicle rented by the policyholder. The insurance cover is applicable worldwide for the duration of the rental as stated in the booking or reservation confirmation.

### 10.2 Insured vehicles

The insurance covers passenger cars, motor homes, campers, motor caravans, camping buses or motorcycles (this list is exhaustive) rented by an insured person and legally authorized for highway use.

### 10.3 Insured events

The term insured events means damage to the rented vehicle (excluding inventory) covered by an existing comprehensive or theft insurance.

### 10.4 Insured benefits

A If the insured event occurs, ERV will pay the repair costs incurred, up to a maximum of the deductible charged by the rental car insurance. Follow-up costs, e.g. loss of no-claims bonus, increase in premium or forgone rental income are excluded.

B The amount of the insurance benefit will depend on the particular deductible, but is limited to the sum insured specified in the insurance policy or in the overview of insurance benefits. Tyre damage is insured up to a maximum of CHF 1,000, windscreen damage up to a maximum of CHF 2,000.

### 10.5 Exclusions

Benefits are excluded:

- if the comprehensive or theft insurer declines the claim;
- in the event of claims for which the compensating insurance does not stipulate a deductible;
- in the event of claims in connection with a breach of the contract with the car rental company;
- in the event of claims caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
- in the event of damage to the oil sump;
- in the event of claims caused by loss of, or damage to, the car key;
- in the event of claims which occur off the public highway or on unofficial roads or on race tracks;
- if the insured vehicle was used to carry passengers for commercial purposes or for commercial car-sharing.

### 10.6 Claim

A In the event of a claim, the following procedure must be respected absolutely on the site: the insured person must

- notify the vehicle hire company immediately;
- if other road users are involved in an accident, notify the local police at once and request an official investigation or a report on the incident (police report, accident report);
- on return of the hired vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
- pay any excesses directly himself on site.

B The following documents must i.a. be submitted to ERV:

- a copy of the vehicle rental agreement,
- the evidence of payment of the guarantee (receipt for the car hire or evidence of debit to a credit card),
- the original report on the circumstances (police report, accident report),
- a copy of the final account statement from the vehicle hire company,
- the statement confirming payment of the invoiced excess,
- a copy of the insurance policy.

## 11 Liability supplement for rental vehicles

The risk carrier is Helvetia Swiss Insurance Company Ltd (referred to in the following as "Helvetia") which has its registered office in St. Gallen.

### 11.1 Scope of insurance

In the event that the limit of indemnity of the hired vehicle's motor liability insurance is lower than CHF 5 million, Helvetia offers herewith insurance cover for claims that are insured by the hired vehicle's liability insurance but exceed the limit of indemnity of said insurance. In such cases, insurance cover is limited to the portion of the loss exceeding the limit of indemnity of the hired vehicle's motor liability insurance.

### 11.2 Insured liability

Cover is provided for the statutory liability of the insured as the driver of the rental vehicle referred to in para. 10.2 as a consequence of

- death or injury of human beings and other impairments to their health (personal injury);

- destruction, damage or loss of property (property damage). The killing, injury or loss of animals or other impairment to their health is treated as equivalent to property damage.

### 11.3 Insured benefits

- A Helvetia will pay compensation for justified claims and the cost of mounting a defence against unjustified claims, with the benefits limited by a maximum sum insured of CHF 5 million; any interest on losses, costs of loss mitigation, expert opinions, lawyers' fees, court costs and compensation paid to parties are included in the maximum sum insured.
- B The benefits will be paid on a subsidiary basis to other insurers required to assume the losses. Benefits due under the liability insurance of the rental vehicle will be deducted from the benefits due under the present policy.

### 11.4 Exclusions

- A The following are not covered:
- liability for losses relating to the person or belongings of an insured person;
  - liability for property damage incurred by the spouse or registered partner of the insured, their relatives of ascending and descending lineage and by persons residing in the same household as the insured;
  - liability of persons not designated as insured persons in the insurance contract (e.g. of other persons who use the rental vehicle without authorization) and liability of the insured for damage/losses caused by persons for whom the insured is responsible;
  - liability of persons barred from using the vehicle by legal or official regulations and damage/losses in connection with journeys which were not permitted by the law, the authorities or for other reasons;
  - liability arising from the use of vehicles for which no liability insurance has been taken out;
  - liability arising from the transportation of hazardous loads;
  - damage to the insured vehicle and damage to property attached to or carried in these vehicles and personal injury to passengers;
  - damage/losses that the insured should have expected to be highly likely to occur;
  - financial loss that is attributable neither to insured personal injury nor to property damage suffered by an injured party;
  - claims based on a contractually assumed liability beyond the scope of the statutory provisions;
  - damage/losses arising during journeys undertaken by the insured in return for remuneration;
  - liability for loss events for which no insurance cover is provided by the motor vehicle liability insurance of the rental vehicle or for which benefits have been curtailed by the motor vehicle liability insurer and for the replacement of any deductible set by the liability insurance of the rental vehicle.
- B All rights of recourse and compensatory claims arising from the insurance policies taken out for the rental vehicle are excluded.

### 11.5 Claim

- A ERV is the representative of Helvetia Swiss Insurance Company Ltd for the present liability insurance and issues the policies in its name and checks any claims for cover. All communications in connection with the present insurance contract should therefore be addressed to ERV. In the event of a loss which is likely to have consequences relevant to the insurance policy or in the event of liability claims being brought against the insured, the insured will be obliged to notify ERV without delay. In addition to the required documents, notifications must also be accompanied by a copy of the motor vehicle liability policy of the rental vehicle and the relevant contact details.
- B ERV is authorized by the insured to obtain additional information from all insurance companies. The insured releases insurance companies, central information systems belonging to insurance companies and other associated parties from their duty of confidentiality and grants them the authority to provide ERV or Helvetia with any information relating to the implementation of the insurance contract.

- C Helvetia reserves the right to appoint, on behalf of the insured, a defence counsel or lawyer, to whom the insured must grant power of attorney. Helvetia will conduct binding negotiations with the injured party, at its discretion either as the representative of the insured or in its own name.
- D Helvetia's settlement of the injured parties' claims is binding on the insured in all cases. The insured is obliged to support Helvetia in determining the facts of the matter and to refrain from taking any separate position on the injured party's claims (contractual fidelity). In particular, the insured may not recognize liability claims or remit any payments to injured parties or assign claims under this insurance contract to injured parties or to third parties and will moreover leave the conduct of any civil litigation to Helvetia. If opponent's court costs are awarded to an insured person, Helvetia is entitled to these unless they are intended to cover the insured person's personal expenses.

## 12 Business travel legal protection

The risk carrier is Coop Rechtsschutz AG (referred to in the following as "CRS") which has its registered office in Aarau.

### 12.1 Scope, period of validity

The insurance cover is valid worldwide for the policy period set out in the insurance policy. The country in which the business traveller has their permanent place of work is excluded. In the case of business travel by public means of transport (train/aircraft), cover already begins from the place of work. In the case of business travel by individual means of transport (motor vehicle), the cover does not begin until the national border of the place of work is reached.

### 12.2 Insured benefits

- CRS provides benefits only in the following exhaustively enumerated situations:
- A The protection of the insured person's legal interests through the legal service of CRS.
- B Payment up to the sums insured specified in the insurance policy or in the overview of insurance benefits for:
- the costs of appointed lawyers;
  - the costs of appointed experts;
  - any court costs or costs of proceedings to be borne by the insured person;
  - the fees and costs of legal proceedings to be reimbursed to the opposing party;
  - any bail required in order to avoid detention while awaiting trial. This benefit is paid in the form of an advance only and must be repaid to CRS;
  - translation costs for a non-national language up to a maximum of CHF 5,000;
  - expenses up to a maximum of CHF 5,000 incurred as a result of being required to appear before a foreign court of law
- C The following will not be paid:
- fines;
  - compensation for damage;
  - costs which a third party is liable to pay;
  - costs of authentication by a notary public and register entries.
- Any judicially awarded reimbursement of fees and costs of legal proceedings must be assigned to CRS.

### 12.3 Insured capacities

The insured person enjoys legal protection in their capacity as

- a business traveller;
- the driver of a motor vehicle;
- a pedestrian, cyclist, motorcyclist or passenger in any means of transport;
- a contracting party to a contract concluded for the insured legal protection events.

### 12.4 Insured legal protection cases

	Occurrence of the case	Benefit limitations	Other limitations or exclusions
a) Claims made against the insured person or the insured person's liability insurer for non-contractual damages	Date on which the damage was caused	As specified in the insurance policy or in the overview of insurance benefits	<ul style="list-style-type: none"> <li>Minimum amount in dispute CHF 500</li> <li>The insurance does not cover: defence against claims for either damages or pure financial loss (in the absence of associated physical injury or property damage).</li> </ul>
b) Criminal proceedings against an insured person	Date on which the legal offence occurred	As specified in the insurance policy or in the overview of insurance benefits	<ul style="list-style-type: none"> <li>If the insured person is charged with a premeditated offence, costs will be paid only after their acquittal.</li> </ul>
c) Legal disputes with insurance companies, health insurance funds or pension funds	Date on which the insured event occurred; otherwise date on which the legal obligations were breached	As specified in the insurance policy or in the overview of insurance benefits	<ul style="list-style-type: none"> <li>Minimum amount in dispute CHF 500</li> <li>Cover is provided for disputes relating to events which occur while travelling on business.</li> </ul>
d) Legal disputes arising from contracts governed by the Swiss Code of Obligations	Date on which the breach of contract occurred	Business CHF 10,000 Premium CHF 25,000	<ul style="list-style-type: none"> <li>Minimum amount in dispute CHF 500</li> <li>The following exhaustive list shall apply: purchase contract for movable objects, rental agreement as a tenant in relation to the lessor, credit card agreement*, travel agreement*, telecommunications agreement*, accommodation agreement, restaurant agreement, repair agreement for motor vehicles, agreement for the transport of persons, medical and hospital agreement for accident or illness occurring during business travel</li> <li>Contracts or agreements marked with * also apply in the country in which the place of work is situated.</li> </ul>
e) Legal protection Assistance		Business CHF 1,000 Premium CHF 2,500	<ul style="list-style-type: none"> <li>On-the-spot legal support in all legal matters related to an insured event.</li> </ul>

## 12.5 Exclusions

Legal protection is not provided for

- any legal protection cases or capacities not specifically listed;
- cases which occurred before the relevant insurance was taken out; the case is deemed to have occurred at the time the insured event took place or at the time of the breach of contract;
- disputes between insured persons or with CRS, ERV or their governing bodies or representatives;
- cases relating to the collection of debts or relating to assigned payments;
- cases relating to the purchase, sale, pledge and rental of properties or relating to the dissolution of common ownership of such properties.

## 12.6 Claim

### A Submission of a legal protection claim

CRS must be informed of any legal protection claim immediately and in writing if it so requests. The insured person must assist CRS with the processing of the legal protection claim, provide it with the necessary powers of attorney and information and pass on to it without delay any notices they receive, in particular from the authorities. Should the insured person culpably breach any of these obligations, CRS may reduce its benefits to the extent that the breach caused additional costs. In the event of serious breaches, CRS may refuse to pay benefits altogether.

### B Processing a legal protection claim

After consultation with the insured person, CRS will take any measures necessary to protect the former's interests. If the services of a lawyer are required, particularly for court or administrative proceedings or in cases of conflicts of interests, the insured person is free to select a lawyer of their choice. CRS's approval and commitment to provide cover must be obtained prior to engaging the lawyer. If this condition is not observed, CRS may reduce its benefits. Unless there are any valid reasons for changing lawyers, the insured person will bear the costs incurred as a result of doing so.

### C Procedure in the event of differences of opinion

If CRS and the insured person disagree on what further action should be taken, in particular in cases which CRS sees as having no prospect of succeeding, the insured person may request the initiation of arbitration proceedings. The arbitrator will be a person appointed jointly by both parties. Other aspects of this process are governed by the Intercantonal Arbitration Convention. If an insured person takes legal action at their own expense, CRS will pay the contractually agreed benefits if the outcome of the main proceedings is more favourable than the assessment previously made by CRS.

### D Communications

All notices should be sent to the head office of Coop Rechtsschutz AG, Entfelderstrasse 2, P.O. Box 2502, CH-5001 Aarau, phone +41 62 836 00 00, info@cooprecht.ch, or to one of its branch offices.

## 13 Business travel third-party liability

The risk carrier is Helvetia Swiss Insurance Company Ltd (referred to in the following as "Helvetia") which has its registered office in St. Gallen.

### 13.1 Scope, period of validity

The insurance cover is valid worldwide for the policy period set out in the insurance policy. The country in which the business traveller has their permanent place of work is excluded.

### 13.2 Insured events and benefits

- A Helvetia will compensate the insured person within the limits of statutory liability for incidents occurring during the insured business travel due to the following circumstances:
- homicide, bodily injury or other damage to the health of another person (personal injury);
  - destruction, loss or damage to the property of another person (property damage).
- B Compensation is provided up to the maximum amount stated in the policy or in the overview of insurance benefits, this being the total amount for all losses occurring during the insured business travel. This total amount includes all costs and expenditure incurred – with the written consent of Helvetia – in connection with claims brought against the insured person within the framework of the present cover.

### 13.3 Exclusions

No insurance cover is provided for:

- claims in respect of the person or property of an insured person, one of their employees, family members or other persons residing in the same household as the insured person;
- liabilities inherited by reason of the business or profession of the insured person or because of their professional and business activity;
- damage caused by animals owned or kept by the insured person or caused by persons for whom the insured person has a statutory liability;
- damage to buildings or parts of buildings belonging to the insured person or rented or lived in by them;
- loss of, or damage to, assets belonging to an insured person or kept by them for the purpose of use, modification, trustee custodianship or transport;
- loss of, or damage to, property through the fault of an insured person who pursues or fails to pursue an activity on or with this property;
- liability arising either directly or indirectly in connection with mechanically driven vehicles, aircraft or watercraft or are caused by the latter if the insured person is the owner, driver or pilot of such vehicle or if the person who supervises a driver or pilot of such vehicles is a servant, a retained provider or a person for whom the insured person has statutory liability;
- purely financial losses;
- damage or injuries caused by deliberate, malicious or unlawful actions on the part of the insured person (criminal acts, misdemeanours or attempts to commit criminal acts or misdemeanours);

- damage or injuries caused by the insured person while taking part in civil war, acts of war or acts of terrorism, sabotage, rioting, public demonstrations, strikes and lockouts;
- claims attributable to the fact that an insured person is incapacitated or under the influence of drugs or alcohol (excluding medication prescribed by an approved physician);
- claims on grounds of contractually accepted liability extending beyond statutory requirements or on grounds of failure to comply with a statutory or contractual obligation to take out insurance;
- liability for damage which should have been expected to occur with a high degree of probability or the likelihood of which was accepted.

## 13.4 Claim

### A Settlement of claims

Claims will be settled by Helvetia. The insured persons are entitled to make claims directly against Helvetia.

### B Communications

All notices should be sent to Helvetia Versicherungen, Schaden Center, P.O. Box, 9001 St. Gallen, phone +41 58 280 30 00.

### C Obligations

Without the express written consent of Helvetia, the insured person must not concede any liability, make any offers, give promises or make payments. The insured person must contact Helvetia immediately upon becoming aware of an incident which is covered and might lead to physical injury or property damage involving another person. If Helvetia suffers prejudice because a declaration is made too late, then any entitlement to compensation will be forfeited. Helvetia is entitled at its own discretion to introduce and effect claims or the settlement of claims with the claimant and for this purpose may use the name of the insured person. Helvetia may make objections in this regard at its own discretion and may enforce at its own expense and for its own benefit against other persons any desired claims for compensation or claims in respect of damage suffered. The insured person must give Helvetia their full support in presenting or enforcing claims and must make all information and documents to which they have access available to Helvetia.

### D Other provisions

In all other respects, the provisions and exclusions of the contract shall apply.

## 14 Services

### 14.1 Alarm center

In an emergency the insured person can contact the alarm center, which provides a 24-hour service 365 days a year. It organizes

- international crisis management,
- professional assistance worldwide,
- the transmission of messages to family members,
- administrative referrals to an embassy or to a lawyer,
- notification of transport companies and hotels in the event of delayed arrival.

### 14.2 Travel, country and safety information

Through the online portal [www.sentinel.com](http://www.sentinel.com), ERV gives the insured person access to the latest safety, health and country information before and during travel. The login data must be requested beforehand from ERV.

ERV is not liable for any losses resulting from information provided by the online portal.

### 14.3 Financial advance

If the insured person is robbed or has all their cash stolen while travelling on business and has no other means of obtaining cash, the alarm center will provide a repayable cash advance of CHF 2,000 on receipt of a call (repayment within 30 days of the insured person returning to their place of residence).

### 14.4 Blocking service

In the event of theft, robbery or loss of mobile phones, credit and account cards, the alarm center will assume responsibility for blocking them, but will not assume the resulting costs. ERV is not liable for losses which arise because the relevant institution could not be reached, or for financial losses resulting from the loss of credit, bank and post office account cards.

### 14.5 Medical information service

On request, the alarm center will provide the insured person with advice on minor medical problems in the destination country or with the telephone number of a local doctor. ERV is not liable for any losses resulting from information given by the medical information service.

## 15 Glossary

### A Abroad

Neither Switzerland nor the country in which the insured person has a permanent residence is regarded as a foreign country.

### Accidents

An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body resulting in impairment of physical, mental or psychological health or death.

### C Cancellation costs

If the traveller withdraws from the contract, the travel agent loses the claim to the agreed travel price. The travel agent may, however, demand appropriate compensation. The amount of compensation is determined by the travel price less the value of the expenses saved by the travel agent as well as what the travel agent can acquire through other use of the travel services.



**Crisis territories**

Destination countries are classified as crisis territories, if the Department of Foreign Affairs in the country of residence or country of nationality of the insured person advises against travel to that country or undertakes a formal evacuation of all nationals of that country of residence from the destination country.

**E Epidemic**

An epidemic is an infectious disease which occurs to an above-average extent, in terms of both place and time.

**Europe**

The territory of Europe includes all states in the continent of Europe as well as the Mediterranean islands and the Canary Islands, the Azores, Madeira, Spitsbergen and the non-European Mediterranean rim states. The eastern border to the north of Turkey is formed by the Ural mountain range and the countries of Azerbaijan, Armenia and Georgia, which likewise are deemed to be in the territory of Europe.

**Expedition**

An expedition is a scientific journey of discovery or research lasting several days in a remote and undeveloped region or a mountain tour from a base camp to altitudes of over 7000 m above sea level. This also includes tours in extremely remote lowlands such as at the two poles or, for example, in the Gobi desert, the Sahara, the jungle in the Amazon region or Greenland, as well as the exploration of specific cave systems.

**Extreme sport**

Engaging in exceptional sporting disciplines, whereby the person concerned is exposed to the highest physical and mental stress. The current SUVA classifications, among others, apply.

**G Gross negligence**

Gross negligence means failing to observe an elementary duty of caution incumbent upon any reasonable person finding themselves in the same situation.

**I Illness**

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

**Insured persons**

Insured persons are the persons named in the policy or proof of payment or the group of persons described in the policy.

**Isolation/quarantine**

Isolation or quarantine are measures intended to interrupt chains of infection and thus prevent an infectious disease from spreading.

**M Medical aids**

Medical aids are any essential items used for treatment or examination (wheel-chairs, prostheses, respiratory therapy equipment, prescription drugs, glasses, contact lenses, etc.).

**N Natural disaster**

Sudden, unforeseeable natural event of a catastrophic nature. The damaging event is triggered by geological or meteorological processes.

**O Official order**

Official orders are deemed to be any instruction or decree issued by a domestic or foreign official authority (detention, entry or exit bans, closure of borders and/or airspace, extensive generally imposed quarantine, e.g. upon arrival at the travel destination or return to the country of residence). They are mandatory in nature.

**P Pandemic**

A pandemic is the transnational, global spread of an epidemic.

**Place of residence/country of residence**

The insured person's country of residence is the country in which they have (or had before commencement of the insured stay) their legal domicile or habitual abode.

**Policyholder**

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

**Public transport/aircraft**

Public transport/aircraft denotes all land vehicles and aircraft or watercraft registered for public passenger transport. Public transport does not include means of transport used for sightseeing tours/flights, rental cars and taxis.

**R Robbery**

Theft involving the use or threat of violence.

**S Sports equipment**

Sports equipment means all items needed to practise a sport (bicycles and e-bikes, skis, snowboards, hunting rifles, diving and golf equipment, rackets, stand up paddle boards, etc.), including accessories.

**Switzerland**

Switzerland and the Principality of Liechtenstein come within the territorial scope of Switzerland.

**T Terrorism**

Terrorism is defined as any act or threat of violence to achieve political, religious, ethnic, ideological or similar objectives. The act or threat of violence is designed to spread fear or terror among the population or parts of the population or to influence a government or state institutions.

**Travel service**

Travel services refers for example to the booking of a flight, a ship, bus or train journey, a bus transfer or other transport to or from the travel destination or to the local booking of a hotel room, a holiday flat, a motor home or a houseboat or to the chartering of a yacht.

**U Unrest of any kind**

Acts of violence against people or property by gangs or during violent demonstrations or rioting.

**V Valuable items**

Any item with a replacement value of more than CHF 2,000 is considered to be a valuable item.