

# General conditions of insurance (GCI) E488

## Information about your insurance policy

Dear Client

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Insurance Contract Act).

### Who is your contracting party?

The insurer is EUROPÄISCHE Reiseversicherungs AG (hereinafter referred to as "ERV"), a stock corporation under Swiss law, with its registered office at St. Alban-Anlage 56, 4002 Basel.

Depending on the line of insurance, you may also be insured through Helvetia Swiss Insurance Company Ltd, a stock corporation under Swiss law, with its registered office at Dufourstrasse 40, 9001 St. Gallen or through Coop Rechtsschutz AG, a stock corporation under Swiss law, with its registered office at Entfelderstrasse 2, 5001 Aarau.

### What risks are covered and what scope does the insurance cover have?

The insurance application, the corresponding General terms and conditions of insurance (GCI) and/or any Special conditions (SC) stipulate the events upon whose occurrence ERV is obliged to make a payment.

### What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits can be gathered from the insurance application, the policy and the corresponding GCI or SC. The same applies to any deductibles or waiting period.

### How high is the premium payable?

The amount of the premium depends on the insurance cover selected and on the insured risks. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the quote, the insurance application or in the policy and premium note. The premium is generally paid once a year. Other types of payment are possible on request, and may involve a supplement. If the contract is terminated early, ERV reimburses the premium not spent in accordance with the statutory and contractual provisions.

### What other duties do you, as policyholder, and the insured persons have?

The essential duties of the policyholder and the insured persons include the following, for example:

- In the event of a claim, it must be reported to ERV immediately, e.g. using the 24-hour helpline +41 848 406 406.
- The policyholder and insured persons must cooperate in clarifications of ERV, e.g. in clarifications in the event of a claim (obligation to cooperate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate loss).
- If a change in the material circumstances recorded in the insurance application and policy leads to an increase in risk, there is a duty to notify ERV of this without delay (aggravation of risk).

### When does your contract of insurance commence and end?

The contract commences and ends on the date stated in the insurance application and in the policy. If proof of insurance or a provisional cover note was issued, ERV will grant insurance cover from the date specified therein until delivery of the policy. After the expiration of the agreed contract period, the contract will be tacitly renewed for successive terms of one year unless one of the contracting parties gives three months' prior written notice of termination. If the term of the contract is less than one year, it terminates on the expiry date stated in the policy.

The contract may, among other things, be terminated prematurely by notice of cancellation:

- following a loss event for which ERV has made payments:
  - by the policyholder within 14 days of being notified of the payment; the insurance cover terminates 14 days after receipt of the notice of cancellation;
  - by ERV at the latest at the time when payment is made; the insurance cover terminates 14 days after receipt of the notice of cancellation;
- in the event of an increase in the premiums or deductible by ERV: by the policyholder at the end of the insurance year, if he does not agree with the revision. Officially prescribed adjustments (such as changes in the premiums, the deductibles, the indemnity limits, the scope of cover or the duties and fees) shall be reserved in the case of cover regulated by law.

### Why is personal data processed, passed on and stored?

#### What personal data is processed?

Data acquisition and processing serves the business of insurance transactions, the marketing, selling, administration, mediation of products and services and risk assessment, as well as the handling of insurance contracts and any secondary business associated with this.

The data is physically and/or electronically acquired, processed, stored and deleted in accordance with the regulations of the legislator. Data which concerns business correspondence must be stored for at least 10 years from contract termination and claims data for at least 10 years after completion of the claim.

In essence, the following data categories are processed: interested parties data, customer data, contract and claims data, health-related data, data from injured parties and claimants as well as collection data.

ERV is authorised to disclose all this data to the extent required to co-insurers and reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies, other entities within the group of companies, cooperation partners, hospitals, doctors, external experts and other involved parties in Switzerland and abroad and to obtain information from all of the above. This authorisation includes, in particular, the physical and/or electronic storage of data, the use of the data for determining the premium, assessing risk, processing insured events, combating abuse, preparing statistical evaluations and, within the group of companies, including cooperation partners, also for marketing purposes, including the creation of client profiles for the purpose of offering the applicant individual products.

### What fees are charged?

In the event of reminders and debt enforcement, ERV charges the following fees:

- fee for a statutory reminder CHF 20,
- fee for initiating debt enforcement (plus official enforcement costs and court costs) CHF 50,
- fee for the deletion of a debt enforcement CHF 80. (deletion will only be performed if all outstanding amounts have been settled)

### What else must be observed?

The actual insurance contract remains authoritative in any case.

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

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

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The following general provisions and the glossary apply to all types of travel insurance offered by EUROPAISCHE Reiseversicherungs AG (hereinafter referred to as "ERV"). The following parts (2–13) govern the cover provided by each type of insurance.

## 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 his 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 is 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 (PERSONAL ACCIDENT) are generally excluded from the cover. No guarantee of benefits in respect of personal assistance (SOS PROTECTION FOR UNFORESEEN INCIDENTS DURING THE TRIP) can be provided. This is dependent upon the security situation prevailing at the place concerned and on the available resources.

### 1.2 Persons insured

- A The insured person is the natural or legal person who signs the insurance contract.
- B The persons insured are
- the individual(s) listed in the insurance policy who have their place of residence in civil law or habitual abode in Switzerland;
  - all permanent employees of companies which have their registered office in Switzerland. The main and secondary businesses, branch establishments and subsidiary companies listed in the policy are likewise insured.
- C PREMIUM cover extends to spouses or partners, children or children of the partner when they accompany the person insured.

### 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 Period of validity, contract termination

- A The contract is concluded for the period stated in the insurance policy. It is valid for 365 days from the date of issue and is extended tacitly from year to year unless one contracting party gives notice of cancellation at the latest 3 months before the date of expiry. Cancellation must be in writing.
- B Contract termination
- Following each loss event for which ERV makes payments, the contract can be terminated
    - by the policyholder within 14 days of being notified of ERV's payment,
    - by ERV at the time when payment is made.
  - The insurance ends 14 days after the notice of termination has been received by the other party.
- C If the contract is cancelled before the end of the contract term for a statutory or contractual reason, ERV reimburses the premium not spent unless
- the policyholder cancels the contract following a claim and the contract had been in force for less than 12 months at the moment of the cancellation,
  - ERV pays the insurance benefits and the insurance contract is invalid because the risk no longer applies (total loss or exhaustion of the benefits).

### 1.5 General exclusions

Not insured events:

- 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, par. 3.2 B and par. 5.3 I) are reserved;
- 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;
- where the assessor (expert, doctor, etc.), who reaches conclusions about the claim event, is a direct beneficiary of or is related by birth or by marriage to the policyholder;

- which are attributable to a consequence of acts of war or terrorism, subject to the provisions of par. 3.2 A e) and possible inclusions of additional cover within the insurance policy;
- in connection with abduction;
- which are a consequence of dispositions made by a public authority (detention or ban on departure from the country, closure of air space, etc.), subject to the provisions of par. 11.3 and par. 11.4;
- 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,
  - trekking and tours in the mountains when sleeping at altitudes of more than 4,000 m above sea level,
  - acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk;
- 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;
- which are caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
- which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals; this does not apply to unintentional external influences or to pharmaceutical mistakes caused by third parties;
- which occur on the occasion of the wilful commitment or attempted commitment of crimes and misdemeanours;
- in connection with suicide, self-mutilation and the attempt to do so;
- which are caused by ionising rays of any kind, in particular as a result of nuclear reactions.

### 1.6 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.
- E The provisions of par. 1.6 A–D are not applicable for capital benefits in case of death or disability.

### 1.7 Additional provisions

- A The claims lapse after a damage event occurs
- for capital accident insurances after 5 years,
  - for other insurances after 2 years.
- 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 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 ERV invoices are payable within 30 days. In the event of reminders and debt enforcement, ERV charges the following fees:
- statutory reminder CHF 20,
  - initiating debt enforcement (plus official enforcement costs and court costs) CHF 50,
  - deletion of a debt enforcement CHF 80. (deletion will only be performed if all outstanding amounts have been settled)
- G 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.

### 1.8 Obligations in case of claim

- A Please contact
- in case of claim, the Insurance Claims Department of EUROPAISCHE Reiseversicherungs AG, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch (LEGAL PROTECTION see par. 11.6 D, THIRD-PARTY LIABILITY see par. 12.4 B),
  - in cases of emergency the ALARM CENTRE with 24-hour service, either by dialling the number **+41 848 406 406** or by dialling 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 it will organise the necessary assistance.
- B The insured must take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the loss or damage.
- C ERV must be furnished immediately with
- requested information and
  - the necessary documents and
  - account details (IBAN of bank or post office account) – should this be omitted, the insured will bear all bank transfer charges of CHF 20.
- D In case of illness or accident, seek medical advice without delay; the doctor should be informed of the travel plans and his instructions followed. The insured/entitled person must release the physician who treated him from the duty of secrecy vis-à-vis ERV.

- E In case of culpable violation of the duties in connection with a loss or damage, ERV has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of a conduct in accordance with such duties.
- F ERV will not make any payments if
- false representations are made,
  - facts are concealed,
  - the obligations (e.g. report on the facts of the case and receipts) are omitted, if ERV suffers any loss as a consequence.

### 1.9 Premium calculation, payment and change

- A The insurance premium is calculated on the basis of the scope of cover as provided in the policy and the risk information provided by the policyholder (e.g. estimated days of travel per year, etc.).
- B An increase of risk occurs if the final risk is greater than the risk information provided by the policyholder (e.g. number of employees, estimated days of travel per year, etc.). The policyholder must advise ERV of any increase of risk of which he becomes aware. Should there be a considerable deviation, ERV can adjust the premiums or exclude the higher risk from the insurance cover.
- C Premiums are due according to the date specified on the invoice. If the premiums are not paid on the respective due date, ERV sends the policyholder, at his own expense, a written reminder calling upon him to make payment within 14 days on pain of the consequences of failing to do so. If this reminder has no effect, ERV ceases to be on risk for damage which occurred from the expiry of the period of grace until the premiums have been paid in full.
- D ERV may alter premiums and excesses at the beginning of a new insurance year, notifying the policyholder of such changes at least 30 days before the end of the current insurance year. If the policyholder does not agree with an increase in premiums or excesses, he may cancel the insurance contract. Notice of cancellation is valid if it is received by ERV on or before the last day of the current insurance year.



## 2 CANCELLATION COST

### 2.1 Scope, policy period

The insurance cover is valid worldwide and takes immediate effect once the insurance has been taken out or, if insurance cover already exists, when the reservation is made. It ends once the insured business trip has begun (check-in, on 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 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;
  - strikes (except in the case of active participation) on the designated travel route abroad. Unrest of any kind, quarantine, epidemics or acts of God at the travel destination, should the life and property of the insured be at real risk;
  - 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;
  - non-functioning or delay both 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);
  - vehicle failure (unfitness to drive) as the result of an accident or breakdown (excl. lack of fuel and lost keys) of the private vehicle or taxi during the direct journey to the point of departure in the country of residence;
  - theft of tickets, passport or identity card.
- B If additional insurance has been taken out, the list of insured events in par. 2.2 A is extended by the following point:
- 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 his principal or employer, within the last 30 days before departure.
- C If an insured suffers from a chronic disease without this disease appearing to call into question the journey at the time the journey is booked, ERV will pay the incurred insured costs if the journey must be cancelled due to unforeseen severe acute aggravation of this disease or if the person dies as a result of the chronic disease.

### 2.3 Insured benefits

- A The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the booked travel service. Previous or subsequent events are not taken into consideration.
- B ERV reimburses the actually incurred cancellation costs (excl. security fee and airport taxes) if the insured is unable to start the business trip, as a result of the insured occurrence. The sums insured are specified in the insurance policy or in the overview of insurance benefits.
- C ERV reimburses the additional costs for the late start of the journey if the travel service cannot be started due to the insured event at the scheduled time; this benefit is limited to the price of the travel service and comprises a maximum of CHF 3,000 per person. 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

- if the service provider (travel company, hirer, organiser, etc.) cancels the

- agreed service or should have cancelled the service for objective reasons;
- if the illness/complaint which gave rise to the annulment is a complication or consequence of an operation or medical treatment already planned prior to the commencement of insurance coverage or at the time the journey was booked;
- if an illness or the consequences of an accident, an operation or medical treatment already exist at the time of booking the trip and have not been resolved by the time of departure;
- in the event of cancellation in respect of par. 2.2 A a) without medical indication, and if the medical certificate was not made out as soon as the inability to travel could have been established or was obtained by means of a telephone consultation;
- if the cancellation is the result of a mental or psychosomatic illness
  - which cannot be substantiated by a finding and attestation by a psychiatric specialist and
  - 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.

### 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 FOR UNFORESEEN INCIDENTS DURING THE TRIP



### 3.1 Scope, policy period

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 on a business trip.

### 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;
  - strikes (except in the case of active participation) on the designated travel route abroad. Unrest of any kind, quarantine, epidemics or acts of God at the travel destination, should the life and property of the insured be at real risk and the continuation of the journey or stay therefore become impossible or unreasonable;
  - 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;
  - warlike events or acts of terrorism, within the first 14 days of such an event, if these have caught the insured unawares abroad;
  - theft of tickets, passport or identity card: only the benefits in par. 3.3 B i) are insured.
- B 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.

### 3.3 Insured benefits

- A The extent of entitlement to benefits is determined by the event causing the travel service 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
- 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.
 Only ERV's doctors decide on the necessity, nature and timing of these benefits;
  - the costs of a necessary search and rescue operation up to CHF 50,000 per person if the insured is considered to be lost or must be rescued;
  - 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 zinc coffin or zinc lining) and

repatriation 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 business travel. 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 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 extra costs of an unscheduled return, and this on the basis 1st class ticket by train and economy class by plane (business class cover in the BUSINESS and PREMIUM cover variant);
- g) a repayable cost advance up to CHF 10,000 per person if an insured must be hospitalised abroad and no treatment cost cover has been taken out with ERV (repayment within 30 days after the insured person's return home);
- h) 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 specified in the insurance policy or in the overview of insurance benefits;
- i) the additional costs for continuation of the journey including hire car, accommodation, subsistence and communication costs for calls to the ALARM CENTRE (for a maximum of 7 days) in an amount of up to CHF 2,000 per person;
- k) the travel costs actually incurred (flight in the economy class/medium-priced hotel) for 2 persons who are very close to him if he must stay for more than 7 days in a hospital abroad;
- l) the organisation and payment of the return journey of a stand-in employee to the place of work, if the person insured is no longer fit to work as the result of a serious accident or a serious illness (1st class rail and economy class air ticket or business class air ticket in the BUSINESS and PREMIUM cover variant);
- 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.

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

### 3.4 Exclusions

A The insured person must take advantage of the services stipulated in par. 3.3 via the ALARM CENTRE and arrange for such services to be approved in advance by the ALARM CENTRE or ERV. Failing this, the benefits are limited to a maximum of CHF 400 per person and event.

B Payments are excluded

- a) 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;
- b) in the event of termination, interruption or extension of the travel in respect of par. 3.2 A a) without medical indication (e.g. if adequate medical care was available locally, etc.) and if no physician was consulted locally;
- c) if the illness/complaint which gave rise to the interruption or prolongation of the journey is a complication or consequence of an operation or medical treatment already planned prior to the commencement of insurance coverage or at the time the booking was made or before the journey was begun.

### 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 BAGGAGE



### 4.1 Scope, policy period

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 on a business trip.

### 4.2 Insured objects

A The insurance covers all objects which are taken by insured persons for their personal use on the business trip.

B Sports equipment, wheelchairs and children's prams are insured only if they are handed over to a public means of transport for carriage. The insurance cover applies for the period during which such objects are in the custody of the transport operator.

### 4.3 Uninsured objects

The following are not insured:

- a) cash and travel tickets (subject to par. 4.5 A d)), securities, official deeds and documents of all kinds (subject to par. 4.5 A g)), software, precious metals, precious stones and pearls, postage stamps, commercial goods, samples of goods and objects with an artistic or collection value, musical instruments, motor vehicles, trailers, boats, surfboards, caravans and aircraft, in each case with their accessories;
- b) objects purchased or received as gifts during the travel (such as souvenirs) which are not personal travel effects;
- c) valuables which are covered by a special insurance.

### 4.4 Insured events

The following are insured:

- theft, breaking and entry, robbery,
- damage, destruction,
- loss during carriage by a public means of transport,
- late delivery of at least 6 hours by a public means of transport.

### 4.5 Insured benefits

A ERV provides the following compensation:

- a) in the event of total loss of insured objects, their value as new;
- b) in the event of partial loss, the costs of repair;
- c) for the totality of valuable objects a maximum equivalent to 50% of the insured sum;
- d) cash and travel tickets solely in the event of robbery and up to a limit of 20% of the insured sum, subject to a maximum of CHF 3,000 and CHF 2,000 for the replacement of tickets;
- e) damage caused by breakage, up to a limit of 20% of the insured sum;
- f) spectacles, contact lenses, prosthetic devices and wheelchairs up to a limit of 20% of the insured sum;
- g) in the event of theft or loss of a passport, identity card, drivers licence, vehicle log book and similar documents and keys, the replacement costs;
- h) 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. Payments are excluded for losses happening during the return travel to the place of residence;
- i) for objects which are not valuables left in a locked vehicle, boat or tent, up to 50% of the insured sum subject to a maximum of CHF 7,000 per insured journey.
- B The sums insured which are specified in the insurance policy or in the overview of insurance benefits limit total payments for losses which occur on a business trip during the period of the insurance cover.

### 4.6 Exclusions

Payments are excluded for

- a) damage caused by wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the objects;
- b) damage caused by leaving behind, misplacing, losing and dropping;
- c) objects which were left, even temporarily, in a place which is accessible to the public outside the area of influence of the insured person, on or in unlocked vehicles or boats;
- d) objects which are kept in a manner inappropriate to their value;
- e) valuable objects which are left in a vehicle, boat or tent or entrusted to a transport company for carriage and for as long as said objects are in the custody of the transport operator;
- f) objects which are left behind on or in vehicles, boats or tents overnight (10 pm to 6 am).

### 4.7 Duties of conduct while travelling

A Valuable objects, if they are not worn or used, must

- have been handed over to an overnight accommodation provider or a guarded cloakroom for custody or
- be stored in a locked room which is not accessible to the public and kept under separate lock and key in that room; bags of all kinds, beauty and attaché cases, as well as jewellery boxes, are not regarded as sufficient containers.

B The travel advice issued by the Federal Department of Foreign Affairs (EDA) for the particular travel destination, in particular concerning local crime and the precautionary measures to be taken, must be noted and complied with.

### 4.8 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.

## 5 MEDICAL AND HOSPITAL EXPENSES WORLDWIDE



### 5.1 Scope, policy period

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 on a business trip.

### 5.2 Insured events and benefits

A In cases of accident or illness – subsequent to the legal social insurances (health and accident insurances) and having regard to the benefits provided by any other additional insurances – ERV pays the costs incurred abroad for

- a) medically necessary treatment measures (including therapeutic agents) prescribed or implemented by a licensed doctor/chiropractor;
- b) medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff;
- c) purchase, rental, replacement or repair of medical aids such as artificial limbs, glasses or hearing aids if they are a consequence of an accident and prescribed by a doctor;

d) medically necessary rescue and transport costs to the nearest appropriate hospital for treatment, to max. 10% of the amount insured.

B These benefits will be provided until 90 days after the stipulated end of the policy period, if the insured event (illness or accident) occurred during the policy period. The sums insured are specified in the insurance policy or in the overview of insurance benefits.

### 5.3 Exclusions

No payments will be made for

- general check-ups and routine verifications;
- symptoms or illnesses which already existed when the insurance was taken out or the booking made, together with their sequels and complications;
- 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;
- disorders of the teeth and jaw;
- sequels of contraceptive or abortive measures;
- pregnancy and childbirth, together with accompanying complications;
- conditions of fatigue and exhaustion, nervous, mental and psychosomatic disorders;
- accidents that occur while parachute jumping or piloting of airplanes and aircraft;
- cost sharing and franchises from other insurances;
- participation in riots or demonstrations of any kind;
- benefits for illnesses or accidents that had been in existence before the insurance was taken out – an exception is an unforeseen acute deterioration in health due to a chronic condition;
- benefits for treatments or care abroad when the insured person took himself to the place for such treatment.

### 5.4 Reimbursement of costs

In the case of cost-intensive treatments, ERV credits costs (directly to the hospital) within the framework of this insurance and subsequent to the Swiss legal social insurances (KVG, UVG) and having regard to the benefits provided by any other additional insurances for all inpatient stays in hospital. ERV grants no cost credits for outpatient's treatments (physician's, pharmaceutical and pharmacist's costs).

### 5.5 Claim

- In the event of an accident or illness a physician must be consulted immediately and the instructions given by him complied with.
- 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.
- 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.



## 6 MEDICAL INSURANCE

### 6.1 Scope, policy period, benefits

- 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 on a business trip.
- In case of accident or illness ERV pays all the costs incurred abroad in accordance with par. 5.2 A a) – d) up to the maximum insured sum. Other provisions see par. 5.2 B – par. 5.5.



## 7 PERSONAL ACCIDENT

### 7.1 Scope, policy period

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 on a business trip.

### 7.2 Insured events and benefits

- In case of death of the insured person as the result of an accident or within 5 years of an accident as a consequence thereof, the beneficiaries specified in the policy (if none are given: the legal heirs) shall 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.
- In case of disability which is medically diagnosed at the latest within 5 years of the date of the accident and is 100%, ERV shall pay the agreed capital; in case of partial disability, an appropriate percentage thereof. The method of payment is specified in the insurance policy.
  - The degree of disability is stipulated in the cases listed below:
 

• loss of both legs or feet, both arms or hands	100%
• loss of an arm or a hand and likewise a leg or a foot	100%
• full paralysis, untreatable, any mental disorder preventing work	100%
• loss of an arm at or above the elbow joint	70%
• loss of a lower arm or a hand	60%
• loss of a thumb	22%
• loss of an index finger	15%
• loss of another finger	8%
• loss of a leg at or above the knee joint	60%
• loss of a leg below the knee	50%
• loss of a foot	40%
• loss of sight in both eyes	100%
• loss of sight in one eye	30%
• loss of sight in the second eye for one-eyed people	70%

- loss of hearing in both ears 60%
  - loss of hearing in one ear 15%
  - loss of hearing in one ear, if that of the other ear had already been completely lost before the insured event occurred 45%
- The total loss of use of limbs or organs is equated with loss.
  - For partial loss or only partial loss of use of limbs, an appropriate lower degree of disability shall apply.
  - If several body parts are affected, the severity of the disability, which cannot exceed 100%, is determined by adding the individual percentage rates together.
  - If the actual degree of loss is not of the stated combinations, the severity of the disability is determined on the basis of a medical diagnosis according to the percentages listed above, taking into account the circumstances of the insured person.
  - If body parts were partially or fully lost or unusable before the accident, the list above shall be used as a basis for calculating the severity of the disability.
- C The sums insured are specified in the insurance policy or in the overview of insurance benefits.

### 7.3 Benefit limits

ERV shall pay:

- in case of death
  - of insured children who, at the time of the accident, had not yet completed their 16th year, a maximum of CHF 10,000,
  - of persons insured who, at the time of the accident, had completed their 65th year, half of the agreed sum insured;
- in case of disability
  - of insured children who, at the time of the accident, had not yet completed their 16th year, a maximum of CHF 200,000,
  - of persons insured who, at the time of the accident, had completed their 65th year, instead of the principal sum, a life annuity. This is per CHF 1,000 disability capital an annual sum of CHF 83, in the case of a degree of disability of 100% (increments according to the degree of disability in accordance with par. 7.2 B);
- from all current accident insurances altogether per person a maximum of
  - CHF 2 million on death,
  - CHF 2 million on disability.

If several insured persons suffer an accident due to the same event, the indemnities payable by ERV are limited to a maximum of CHF 15 million for death and disability. If the claims exceed this amount, this sum is applied proportionately.

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

- In case of acts of war or terrorist events, the insurance continues to be valid, in the case of prior expiry of the policy, for a year after the date of the hijacking, the parachute jump or the 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.
- 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 her place of residence or continuation of her journey to its original destination.
- 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.
- Acts of war
 

If a war breaks out

  - in which Switzerland or one of its neighbouring countries is involved,
  - between individual countries of Great Britain, the countries of the former Soviet Union, the USA, 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.

### 7.5 Claim

- 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.
- 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.

## 8 FLIGHT DELAY

### 8.1 Scope, policy period

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 on a business trip.

### 8.2 Insured event and benefit

If an aircraft connection between two flights is missed by at least 6 hours due to the sole and exclusive fault of the first airline, ERV shall assume the costs additional to the benefits paid by the airline (hotel costs, rebooking costs, telephone charges) for the continuation of the journey. The sums insured are specified in the insurance policy or in the overview of insurance benefits.



### 8.3 Exclusions

No payments will be made, if the person insured is responsible for the delay.

### 8.4 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.



## 9 MOTOR VEHICLE BREAKDOWN ASSISTANCE

### 9.1 Scope, policy period

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

### 9.2 Insured vehicles

Insured is the passenger car, camper up to 3,500 kg or motorcycle used by the insured person. Also insured are trailers that are, together with the towing vehicle, legally registered for road use.

### 9.3 Insured events and benefits

- A In case of the occurrence of breakdown, accident or theft of the vehicle driven by the insured person, ERV will bear
- a) the towing and repair at the place of damage up to a maximum of CHF 400 per incident (incl. all spare parts carried by the breakdown service needed to temporarily repair the vehicle, excluding any costs for further material). The costs for work carried out in a garage and any further spare parts are not insured;
- b) storage costs up to a maximum of CHF 300;
- c) recovery of the vehicle up to a maximum of CHF 2,000 per incident;
- d) the delivery of spare parts, should these not be readily available;
- e) an expertise up to a maximum of CHF 200, should the repairing charges seem unjustified;
- f) the additional costs for the continuation of the trip or for the return journey to the insured person's place of residence including hire car, accommodation, subsistence and communication costs for calls to the ALARM CENTRE (for a maximum of 7 days) in an amount of up to CHF 2,000 per person;
- g) the return of the vehicle organised by ERV, should
- it not be repairable within 48 hours,
  - the stolen vehicle only be found after 48 hours, or
  - the insured person be forced to leave his vehicle behind and travel with another form of transportation or if he falls ill, is injured or dies and no accompanying person has a valid driving licence; these costs shall be no higher than the current value of the vehicle involved;
- h) the train fare to the location of the vehicle, should the insured person choose to organise the return of the vehicle himself;
- i) custom charges for the vehicle, should it be impossible to return it to the insured person's home country due to total loss or theft.
- B ERV provides the insured person with an advance payment of up to CHF 2,000 per incident for repair bills in a foreign country, which is repayable within 30 days after the insured person's return to his place of residence.

### 9.4 Exclusions

Payments are excluded

- a) if the vehicle was insufficiently serviced or if damages already existed prior to the journey or were bound to occur during travel;
- b) if the ALARM CENTRE or ERV has not given its prior approval to the benefits in accordance with par. 9.3.

### 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 EXCESS GUARANTEE FOR HIRED VEHICLES

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

The insurance is an excess waiver insurance for hired vehicles and relates to the vehicle rented by the policyholder. The insurance cover is applicable worldwide for the duration of the hire as stated in the booking or reservation confirmation.

### 10.2 Insured vehicles

Passenger cars, motor homes, campers, motor caravans, camping buses or motorcycles (this list is exhaustive) hired by an insured person and authorised by law for highway use, are insured.

### 10.3 Insured events

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

### 10.4 Insured benefits

- A On the occurrence of the insured event, ERV pays the repair costs incurred subject to a maximum of the excess charged by the hire car insurance. Any

consequential costs such as no-claims bonus loss, premium increase or loss of rental are excluded.

- B The amount of the insurance benefit will depend on the particular excess, but is limited to the sum insured specified in the insurance policy or in the overview of insurance.

### 10.5 Exclusions

Payments are excluded

- a) if the comprehensive or theft insurer declines the claim;
- b) in the event of claims for which the main insurance does not stipulate an excess;
- c) in the event of claims related to a breach of the contract with the vehicle hire company;
- d) 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;
- e) in the event of material damage to the oil sump and tyres;
- f) in the event of claims caused by loss of, or damage to, the car key;
- g) in the event of claims which occur off the public highway or on unofficial roads or on race tracks.

### 10.6 Claim

- A In the event of a claim, the following procedure must be respected absolutely on the site: the insured person must
- a) notify the vehicle hire company immediately;
- b) 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);
- c) on return of the hired vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
- d) 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 BUSINESS TRAVEL LEGAL PROTECTION



Risk carrier is Coop Rechtsschutz AG (hereinafter referred to as "CRS") with registered office in Aarau.

### 11.1 Scope, policy period

The insurance cover is valid worldwide for the policy period set out in the insurance policy. The country in which the business traveller has his 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.

### 11.2 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 The payment up to the insured sums specified in the insurance policy or in the overview of insurance benefits for:
- a) the costs of appointed lawyers;
- b) the costs of appointed experts;
- c) the costs of legal proceedings and court costs charged to the insured person;
- d) the fees and costs of legal proceedings to be reimbursed to the opposing party;
- e) providing an advance of any bail required to prevent imprisonment pending the resolution of legal proceedings against the insured person; provided, however, that the advance payment must be repaid by the insured person to CRS;
- f) the translation costs for a non-national language up to a maximum of CHF 5,000;
- g) the costs incurred for the necessary appearance before a foreign court of law, up to max. CHF 5,000.
- C The following will not be paid:
- a) fines;
- b) compensation for damage;
- c) costs which a third party is liable to pay;
- d) costs of authentication by a notary public, register entries.
- Any judicially awarded reimbursement of fees and costs of legal proceedings must be assigned to CRS.

### 11.3 Insured capacities

The insured person enjoys legal protection in his capacity as

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

## 11.4 Insured legal protection events

	Occurrence of the event	Benefit limitations	Other limitations or exclusions
a) Claims made against the insured person (including the insured person's liability insurer) for non-contractual claims or damages	When 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>• Not insured are: The defence of claims for either damages, or pure financial loss (without a related physical injury or property damage).</li> </ul>
b) Criminal proceedings against an insured person	When the legal violation occurred	As specified in the insurance policy or in the overview of insurance benefits	<ul style="list-style-type: none"> <li>• In the case of a charge because of a deliberate criminal act, costs will be paid only after acquittal.</li> </ul>
c) Legal disputes with insurance companies, health care plans or pension funds	When the insured event occurred; otherwise when 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>• Disputes concerning events which occur during the business travel are insured.</li> </ul>
d) Legal disputes arising from a breach of contract	When 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 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>• Legal support locally on all legal matters in connection with an insured event.</li> </ul>

## 11.5 Exclusions

No legal protection will be granted for:

- all legal protection events or capacities not specially 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;
- cases arising from disputes between insured persons or with CRS, ERV, their official bodies and representatives;
- cases in connection with the collection of debts, as well as cases in connection with ceded payments;
- events in connection with the purchase, sale, pledge and rental of properties and undeveloped real estate, as well as the dissolution of common ownership in the same.

## 11.6 Claim

### A Reporting the claim for legal protection

The insured person must immediately report the occurrence of a case of legal protection in writing to CRS. The insured person must cooperate with CRS in the resolution of legal protection events, provide the necessary authorisations and information, as well as forward without delay any notices delivered to them and in particular any notices received from legal authorities. If the insured person breaches these obligations, CRS can reduce the benefits to the extent of the additional costs incurred. In cases of major violation, benefits can be refused.

### B Procedure in the event of a claim

After consulting with the insured person, CRS will take action necessary for protection of their legal interests. If the services of a lawyer are required, in particular in connection with court or administrative proceedings or in cases of conflicts of interests, the insured person is free to select the lawyer. The lawyer, however, will be appointed solely by CRS. If this condition is not observed, CRS can reduce its benefits. If there are no good reasons for changing lawyers, the insured person will be responsible for paying the costs incurred by so doing.

### C Procedure in case of differences of opinion

If CRS and the insured person disagree about the next steps, in particular in cases which CRS considers futile, the insured person can request the initiation of an arbitration. The arbitrator is decided on by both parties. The other details of this process are governed by the Arbitration Agreement. If the insured person takes legal action at their own cost, CRS will pay the insured person the contractual benefits if the outcome of the proceedings is more favourable than the assessment previously made by CRS.

### D Communications

All notices should be sent to the headquarters of Coop Rechtsschutz, 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.

## 12 BUSINESS TRAVEL THIRD-PARTY LIABILITY

Risk carrier is Helvetia Swiss Insurance Company Ltd (hereinafter referred to as "Helvetia") with registered office in St. Gallen.

### 12.1 Scope, policy period

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

### 12.2 Insured events and benefits

A Helvetia compensates the insured person within the limits of its statutory liability for events which occur during the insured journey by reason of the following circumstances:

- homicide, bodily injury or other damage to health of another person (personal injury);
  - destruction, loss of or damage to the property of another person (material damage).
- B Compensation is provided up to the maximum amount stated in the policy, this being the total amount for all losses occurred during the insured travel. This total amount includes all costs and expenditures which are incurred – with the written consent of Helvetia – in connection with the making of claims against the insured person within the framework of the present cover.

## 12.3 Exclusions

No insurance cover is granted for:

- claims in respect of the person or property of an insured person, one of his employees, members of family or other persons who live under the same roof as the insured person;
- liabilities which are inherited by reason of the business or profession of the insured person or because of his professional and business activity;
- damage caused by animals which are owned or kept by the insured person or damage caused by persons for whom the insured person has a statutory liability;
- damage to buildings or parts of buildings which belong to the insured person or are rented or lived in by him;
- loss of, or damage to, assets which belong to an insured person or are kept by him 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 an activity or omits such performance on or with this property;
- liability arising either directly or indirectly in connection with mechanically driven vehicles, aircraft or water vehicles 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 of the insured person (punishable acts, offences or attempts to commit punishable actions or offences);
- damage or injuries which were caused by the insured person while the latter was taking part in civil war or warlike actions or in acts of terrorism or sabotage, riot, public demonstrations, strikes and lockouts;
- claims which are attributable to the fact that an insured person is incapacitated or under the influence of drugs or alcohol (excluding such pharmaceuticals as may have been prescribed by an approved physician);
- claims on grounds of contractually accepted liability extending beyond the statutory requirements and because of failure to comply with a statutory or contractual insurance obligation;
- liability for damage whose occurrence must have been expected with a high degree of probability or was discounted.

## 12.4 Claim

### A Settlement of claims

Claims shall be settled by Helvetia. The insured person shall reserve the right to assert a claim 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 immediately contact Helvetia when he becomes aware of a case which is covered and might lead to physical injury or material damage

in which another person is involved. If Helvetia suffers prejudice because a declaration is made too late, all right to compensation is time-barred. 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 his full support in presenting or enforcing claims and must make all information and documents to which he has access available to Helvetia.

- D Additional provisions  
The provisions and exclusions of the contract shall likewise apply.

## 13 FREE SERVICES

### 13.1 Alarm centre

In an emergency, the ALARM CENTRE is available to the insured person round the clock 365 days a year. It organises

- international crisis management,
- worldwide professional help,
- notifying family members,
- administrative referral to an embassy or attorney,
- notifying transport companies and hotels in case of delayed arrival.

### 13.2 Travel, country and safety information

Through the [www.companytip.de](http://www.companytip.de) website, 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 damage caused by information provided on the website.

### 13.3 Financial advance

If the person insured is robbed or all his cash is stolen on a business trip and there is no other possibility of securing cash, the ALARM CENTRE shall pay a repayable cash advance of CHF 2,000 on receipt of a call (repayment within 30 days of return to the place of residence).

### 13.4 Blocking service

In case of theft, robbery and loss of mobile telephones, credit and account cards, the ALARM CENTRE takes over responsibility for blocking them, but does not assume the resultant costs. ERV is not liable for losses which arise because the appropriate establishment could not be reached, or for financial loss as the result of the loss of credit, bank and post office account cards.

### 13.5 Medical information service

The ALARM CENTRE advises the person insured on inquiry in relation to minor medical problems at the country of destination or provides the telephone number of a local doctor. ERV is not liable for losses resulting from information given by the medical information service.

## 14 GLOSSARY

A-Z

### A 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.

### C 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.

### Crisis territories

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

### E Epidemic

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

### Europe

For the purposes of territorial limits, Europe includes all states on the European mainland, the Mediterranean islands and Canary Islands, Madeira and the non-European states bordering the Mediterranean. The eastern boundary north of Turkey is formed by the Ural mountain range and the states of Azerbaijan, Armenia and Georgia, which likewise fall within Europe for the purposes of territorial limits.

### 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).

### G 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.

### I 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 incapacitation 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.

### P 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.

### R Robbery

Theft which is accompanied by threats or violence.

### S Sports equipment

Sports equipment refers to all items required for practising a sport (bicycles, skis, snowboards, hunting rifles, subaqua diving and golfing equipment, rackets etc.) including accessories.

### Switzerland

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

### T 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.

### U Unrest of all kinds

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

### V Valuable objects

Valuable objects are e.g. jewellery with or without precious metals, furs, expensive timepieces, field glasses, leather garments, hardware, mobile phones, photographic, film, video and audio equipment, appliances of all kinds, in each case with their accessories.

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