



# **Your insurance** for rescue and travelling without risk

**General terms and conditions  
of insurance**

E791

# 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 (Article 3 of the Swiss Insurance Policies Act).

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

## Who are your contractual partners?

The risk carrier for this insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. Responsibility for this insurance lies with European Travel Insurance (ERV in the GCI), a branch office of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 56, P.O. Box, CH-4002 Basel.

## What law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises, for example, the application, the customer information, the General Conditions of Insurance and, if applicable, further special conditions or supplementary provisions, and also the policy. In all other respects, the Swiss Federal Act on Insurance Policies applies. If the policyholder's place of residence/registered office is the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Policies Act (Versicherungsvertragsgesetz, VersVG).

## What risks are covered and what is the scope of the insurance cover?

The insurance application, the corresponding General Conditions of Insurance (GCI) and any Special Conditions (SC) stipulate the events upon whose occurrence ERV is obliged to provide a benefit.

## What type of insurance is this?

Your insurance is essentially insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. application, policy, GCI).

## What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits are set out in 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 invoice. If the contract is terminated early, ERV will reimburse the unused portion of the premium in accordance with the statutory and contractual provisions.

## What obligations apply on taking out the policy?

As the applicant, the policyholder is obliged under Article 6 of the Swiss Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage/losses). If, when concluding the contract, the policyholder or the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, ERV is entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any loss already sustained if the occurrence or scope of such damage was influenced by the incorrectly or incompletely disclosed risk. If benefits have already been paid for such losses, repayment may be demanded.

## 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 +41 848 801 803.
- The policyholder and insured persons must cooperate in ERV's investigations, for example in investigating 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).

## When does your insurance contract commence and end?

The contract commences and ends on the date stated in the insurance application and in the policy. If a proof of insurance or a provisional cover note was issued, ERV will grant insurance cover from the day specified therein until delivery of the policy. After expiration of the agreed contract period, the contract will be tacitly renewed for successive terms of 365 days unless one of the contractual partners gives 90 days' prior notice of termination in writing or in any other text form. If the contract was concluded for less than one year, it expires on the day specified in the policy.

## The contract may be terminated early by tendering a notice of termination

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

## What personal data is processed and why?

All personal data will be processed in accordance with the applicable data protection legislation. ERV is responsible for processing your personal data. In the notes on data protection at [www.erv.ch/datenschutz](http://www.erv.ch/datenschutz) you will find further information on the purposes of the processing (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad) as well as your rights.

## When is there a right of revocation?

The policyholder may revoke, in writing or any other text form, their application to conclude the contract or their declaration of acceptance of such contract. The period of revocation is 14 days and commences as soon as the policyholder has applied for or accepted the contract. This period is considered to have been met if the policyholder has notified ERV of the revocation or submitted their notice of revocation to the postal service on or by the last day of the revocation period. The right of revocation is excluded in the case of group personal insurance, provisional cover notes and agreements with a term of less than one month. An annual premium/single premium will remain due if an injured third party can credibly make claims against ERV.

## What fees are charged?

ERV will charge the following fees for reminders and debt enforcement:

- 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.)

# General Conditions of Insurance (GCI) E791

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It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. The benefits/sums insured under the insurance taken out remain authoritative in every case. Unless otherwise stipulated, the maximum sums insured apply per event.

## Package options

Package options		Sums insured Maximum benefit sums in CHF per event
All packages are subject to para. und zusätzlich	1 General provisions 10 Glossary	
SOS 144	2 Rettung/Bergung	Unbegrenzt/CHF 30 000
SOS 144 Plus	2 Rettung/Bergung 3 Repatriierung	Unbegrenzt/CHF 30 000 Unbegrenzt
SOS Protect Plus	2 Rettung/Bergung 3 Repatriierung 4 SOS-Schutz für Reisezwischenfälle	Unbegrenzt/CHF 30 000 Unbegrenzt Gemäss Versicherungspolice
	5 Annullierungskosten 6 Reisegepäck während des Transports	CHF 10 000 CHF 700
	7 Arzt- und Spпитalkosten weltweit	CHF 100 000
Zusatzdeckungen	8 Motorfahrzeug Pannenhilfe	Gemäss Versicherungspolice
	9 Alpine Tierrettung	CHF 2000

The following general provisions and the glossary apply to all ERV insurance contracts. The insurance cover taken out in each case is regulated in the following parts (2–9).

### Alarm center

**In an emergency** the insured person can contact the alarm center, which provides a 24-hour service 365 days a year. In the event of an incident during the trip, the alarm center must be contacted on +41 848 801 803 or +800 8001 8003.

## 1 General provisions

### 1.1 Insured persons and policyholder

- A The policyholder is the natural or legal person who has concluded an insurance contract with ERV. The insurance is valid
- if the policyholder has their legal domicile in Switzerland or Liechtenstein;
  - if the policyholder does not have their civil residence in Switzerland or Liechtenstein, provided that the insurance cover lasts four months at the most. In this case, the policyholder must be in Switzerland or Liechtenstein when taking out the insurance policy.
- B When family insurance (multi-person insurance) is taken out, the following persons are insured in addition to the policyholder: parents, grandparents and children living in the same household as the policyholder are included in addition to the policyholder's spouse, partner or cohabiting partner. Minor children of the policyholder who do not live in the same household, as well as any foster children and children for whom the policyholder has holiday responsibility, are also considered family members. Two persons living in shared accommodation with their children, if they have any, are equivalent to a family.
- C Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued immediately before booking a travel service.**

### 1.2 Duration

- A The annual insurance policies are valid for 365 days from the date of issue and will be tacitly renewed for a further 365 days in each case unless terminated in writing at least 90 days prior to expiry.

### 1.3 General exclusions

The insurance does not cover events

- which have already occurred or were manifest when the insurance was taken out or the travel service was booked. The provisions for aggravation of chronic illness are reserved;
- which occur in connection with illnesses or accidents that have not been diagnosed by a doctor at the time of occurrence or were only confirmed by telephone consultation;
- which are caused by deliberate or grossly negligent acts or omissions;
- 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;
- which are a consequence of warlike events or are due to terrorism, subject to the provisions of para. 4.2 A e);
- which are in connection with abductions;
- which are a consequence of official orders;
- 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 or mountain tours when sleeping at altitudes of over 4000 m; expeditions;
  - acts of daring (reckless actions) in which the person concerned knowingly exposes themselves to particularly great danger; the current Suva classifications apply in principle;

- 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;
- which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- which occur on the occasion of the wilful or attempted commitment of crimes or offences;
- which the insured person causes in connection with suicide, self-harm or the attempt thereof;
- which are caused by ionizing rays of any kind, in particular as a result of nuclear reactions;
- which are caused by a pandemic. The exceptions are if the insured person falls ill and their own isolation/quarantine in the event of infection (paras. 4.2 A and 5.2 A).

### 1.4 Claims against third parties

- A If the insured person has been indemnified by a liable third party or by such party's 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 insurance of the other insurer likewise contain a subsidiary clause. In this case the statutory provisions for double insurance are applicable.

### 1.5 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 Swiss authorities apply. This will be the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH) and the World Health Organization (WHO).
- F Premiums are due for payment according to the date specified on the invoice. If the premiums are not paid by the respective due date ERV will, at the policyholder's expense, send them a written reminder to pay within 14 days, warning of the consequences of failure to pay within this time. If this reminder is unsuccessful, ERV's obligation to pay benefits will be suspended from the expiry of the reminder period until the premiums have been paid in full.
- G Changes of address must be reported immediately to ERV. If the insurance contract and/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.
- H If a status which justifies special concessions ceases to exist, the insured person must inform ERV without delay. Otherwise, the insurer reserves the right to reduce the benefits in the event of a claim.
- I A waiting period of 24 hours applies to all benefits for insurance concluded after the start of the travel service.
- K 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.
- L When ERV pays the claim, the policyholder shall assign their claim resulting from the insurance contract as an automatic lump sum to ERV.
- M Notice period for termination
  - After each loss occurrence for which ERV has paid benefits, notice of termination of the insurance contract can be given in writing:
    - by the policyholder, no more than 14 days after receiving notice of the benefit from ERV, and
    - by ERV, no later than when payment is made.
  - The insurance ends 14 days after the notice of termination has been received by the other party.
- N If the contract is terminated before the end of the duration of insurance for statutory or contractual reasons, ERV will reimburse the unused portion of the premium unless ERV pays the insurance benefits and the insurance contract is invalid because the risk no longer applies (total loss or exhaustion of the benefits) or 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 termination.
- O If the policyholder moves their legal domicile or habitual abode abroad, the insurance lapses as of the relocation date.
- P ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with UN resolutions or other restrictions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.
- Q ERV may alter premiums and deductibles at the beginning of a new insurance year. It must notify 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 the premiums or deductibles, they may terminate the insurance contract in writing. Notice of termination is valid if it is received by ERV on or before the last day of the current insurance year.
- R The actual insurance contract remains authoritative in any case.

- 1.6 Obligations in event of a claim**  
Information on what to do in the event of a claim can be found at [www.erv.ch/vorgehen](http://www.erv.ch/vorgehen).
- A In the event of
- an emergency, call the **emergency number 144** if in Switzerland or the local emergency number if abroad, and
  - contact the **24-hour alarm center** on **+41 848 801 803** or on **free phone +800 8001 8003**. These numbers are 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.
  - a claim, contact the ERV claims service, [www.erv.ch/schaden](http://www.erv.ch/schaden), P.O. Box, CH-4002 Basel, phone +41 58 275 27 27
- B The insured person 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) – in the absence of payment details, the transfer charges of CHF 20 will be borne by the insured person.
- D In the event of illness or accident, a doctor must be consulted immediately and informed of the travel plans. The doctor's instructions must be followed. 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.**
- 1.7 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
- false information is provided intentionally,
  - facts are concealed, or
  - the required obligations (including police report, statement of facts, confirmation and receipts) are not met and the insurer incurs a disadvantage as a result.

## 2 Rescue and recovery

- 2.1 Scope, duration**  
The insurance cover is valid worldwide for the policy period set out in the insurance policy.
- 2.2 Insured events and benefits**
- A ERV provides insurance cover as a consequence of unforeseeable serious illness, serious injury or death of an insured person.
- B If the insured event occurs, ERV will pay
- a) the costs of the necessary immediate medical care by the rescue team and of transportation to the nearest hospital suitable for treatment;
  - b) the costs of any necessary search and rescue operation up to CHF 30 000 per person if the insured person is considered to be missing or has to be rescued.
- 2.3 Claim**  
In an emergency, call the emergency number 144 if in Switzerland or the local emergency number if abroad. In order to claim benefits from ERV, the alarm center of ERV must be notified if an insured event occurs. The alarm center will advise on the appropriate course of action and organize the necessary assistance. **Otherwise, benefits are limited to a maximum of CHF 400 per person and event.**

## 3 Repatriation

- 3.1 Scope, duration**  
The insurance cover is valid worldwide for the policy term set out in the insurance policy.
- 3.2 Insured events and benefits**
- A ERV provides insurance cover as a consequence of unforeseeable serious illness, serious injury or death of an insured person.
- B If the insured event occurs, ERV will pay
- a) the costs of medically attended emergency transport to the hospital suitable for treatment at the place of residence of the insured. ERV's doctors alone shall decide on the necessity, nature and timing of these benefits;
  - b) the organization and costs of the formalities required by the authorities if an insured person dies during the trip. In addition, ERV will pay the cost of cremation outside the country of residence or the additional costs of complying with the international Agreement on the Transfer 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.
- C All benefits are provided as a supplement to the benefits of statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurances. Cover is contingent upon valid health and/or accident insurance in Switzerland.

- 3.3 Exclusions**  
The insured person is obliged to claim the benefits in accordance with para. 3.2 via the alarm center and to have them approved by the alarm center or ERV in advance. **Otherwise, benefits are limited to a maximum of CHF 400 per person and event.**

- 3.4 Claim**  
In order to claim benefits from ERV, the local emergency number and the alarm center of ERV must be notified immediately if an insured event occurs abroad. The alarm center will advise on the appropriate course of action and organize the necessary assistance.

## 4 Emergency traveller assistance for travel-related incidents

- 4.1 Specific provision, scope, duration**  
The insurance cover is valid worldwide for the policy term set out in the insurance policy for as long as and as often as the insured is away from their usual place of residence.
- 4.2 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 one of the following events:
- a) unforeseeable serious illness, serious injury, serious pregnancy complication 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,
    - of the direct deputy at the place of work, so that the presence of the insured person at work is essential;
  - b) strikes (except in the case of active participation) on the designated 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 disaster, theft or water damage, so that the insured person's presence at home is indispensable;
  - 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 personal accident, if the continuation of the travel service in accordance with the itinerary is not, therefore, guaranteed. 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 and key failures) of the private vehicle to be used if the continuation of the journey according to the itinerary is therefore not 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. 4.3 B e) are insured;
- B If the person who triggers the abandonment, interruption or postponement of the travel service as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the latter would have to undertake the trip alone.
- C **If an insured person suffers from a chronic illness without that person's travel service 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 (subject to para. 4.1).**
- 4.3 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 of temporary return to the place of residence in an amount of up to CHF 3000 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;
  - b) the additional costs of an unscheduled return, based on first-class rail travel or economy-class flight;
  - c) 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);
  - d) the costs corresponding to the unused part of the booked travel service (excluding the costs of the originally booked return journey); this benefit is limited to the price of the travel service or the cancellation cost/sum insured stated in the policy and comprises a maximum of CHF 5000 per person or, in the case of several insured persons, CHF 10 000 per booking;
  - e) either the additional costs of 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 1000 per insured person or up to CHF 1000 if a rental car is used, regardless of how many people use the rental car;

- f) the travel expenses (economy-class flight/medium-class hotel) of up to CHF 5000 per person for two persons very close to the insured person to the latter's sickbed if the insured person is hospitalized abroad for more than seven days;
- g) organization of the blocking of mobile phones and credit and debit cards, but not the resulting costs.

**C** ERV's doctors alone shall decide on the necessity, nature and timing of these benefits.

#### 4.4 Exclusions

**A** The insured person is obliged to claim the benefits in accordance with para. 4.3 via the alarm center and to have them approved by the alarm center or ERV in advance. 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. 4.2 A a) without medical indication (e.g. in case of adequate medical care on site, etc.) or if no doctor was consulted on site;
- c) if the illness/complaint which gave rise to the abandonment, interruption or extension of the trip is a complication or consequence of medical treatment or an operation already planned prior to the commencement of insurance cover or at the time the booking was made or prior to the start of the trip.

#### 4.5 Claim

**A** In the event of

- an emergency, call the emergency number 144 if in Switzerland or the local emergency number if abroad, and
- contact the 24-hour alarm center.

**B** In order to be entitled to benefits from ERV, the alarm center or ERV must be notified immediately when an insured event occurs.

**C** The following documents, among others, must be submitted to ERV:

- the booking confirmation (original or copy);
- a medical certificate including diagnosis, official certificates, the death certificate, receipts, invoices for insured additional costs, travel tickets and/or police reports (originals);
- a copy of the insurance policy.

## 5 Cancellation costs

#### 5.1 Specific provision, scope, duration

Insurance cover applies worldwide and begins with the conclusion of the insurance or, in the case of existing insurance cover, with the booking of the travel service and ends with the commencement of the insured travel service (check-in, boarding of the booked means of transport, etc.).

#### 5.2 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 travel:

- a) unforeseeable serious illness, serious injury, serious pregnancy complication 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,
  - of the direct deputy at the place of work, so that the presence of the insured person at work is essential;
- b) strikes on the designated travel route abroad. Unrest of any kind, 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 disaster, theft or water damage, so that the presence of the insured person at home is indispensable;
- d) failure or delay – both as a result of technical defect – of the public transport (including conductor lines, rails, electronics and control systems; exhaustive list) or taxis 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 key failures) of the private vehicle to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence;
- f) if within the last 30 days before departure
  - the insured person unexpectedly takes up a permanent job with a new employer (promotions, etc. are excluded) or
  - the employment contract of the insured person is terminated by their employer through no fault of their own; In this case the benefits pursuant to para. 5.2 B shall not exceed CHF 10 000 per event and person or CHF 20 000 per event and family;
- g) theft of tickets, passport or identity card. The benefits pursuant to para. 5.2 B will not exceed CHF 10 000 per event and person or CHF 20 000 per event and family;
- h) 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 travel destination, or if an official travel warning for pregnant women has been issued for the travel destination. In this case the benefits will not exceed the maximum sum insured.

**B** If the person who triggers the cancellation as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the insured person would have to undertake the travel alone.

**C** If an insured person suffers from a chronic illness without that person's travel service appearing to be in question at the time of taking out the insurance or booking the travel service, ERV will pay the insured costs incurred if the travel service has to be cancelled due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness (subject to para. 5.1).

#### 5.3 Insured benefits

**A** The event which triggers the cancellation 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 shall pay the cancellation costs actually incurred (excluding security and airport fees). The total amount of this benefit is limited by the price of the travel service or, as the case may be, the sum insured and shall not exceed CHF 5000 per event and person or CHF 10 000 per event and family. Disproportionate or repeated administrative fees are not insured.

**C** ERV shall reimburse 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 the maximum amount of CHF 3000 per person. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with para. 5.3.

#### 5.4 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 travel service;
- 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 in respect of para. 5.2 A a) without medical indication, or if the medical certificate was not made out as soon as the inability to travel was established;
- e) if a cancellation is the result of a mental or psychosomatic illness
  - which cannot be established by a psychiatric specialist and in the form of a certificate issued on the day of cancellation 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.
- 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 (e.g. tuning) to the private vehicle.

#### 5.5 Claim

**A** The booking office (travel agency, transport company, landlord, etc.) must be notified immediately after the event occurs.

**B** The following documents must, inter alia, be submitted to ERV:

- the booking confirmation/invoice for the travel service, as well as the invoices for the cancellation or subsequent travel costs (originals),
- a detailed medical certificate or a death certificate or other official certificate,
- a copy of the insurance policy.

## 6 Baggage during transport

#### 6.1 Scope, duration

**A** The insurance cover applies worldwide exclusively during conveyance by public transport, for as long as the insured items are in the care of a transport company. 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 followed.

#### 6.2 Insured items

**A** All items which the insured persons (living in the same household) take on the trip for their own personal use 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.



### 6.3 Non-insured items

The insurance does not cover:

- valuable items, cash and tickets, securities, deeds and documents of all kinds, software, precious metals, precious stones and pearls, items for professional use, items with artistic or collector value, musical instruments, motor vehicles, trailers, boats, surfboards, caravans and aircraft, and their accessories;
- items purchased or received as gifts during the travel (such as souvenirs) which are not personal travel effects;
- items covered by special insurance;
- medical aids that are voluntarily placed in the care of the transport company for conveyance.

### 6.4 Insured events

The insurance covers:

- permanent loss, damage or destruction during conveyance by public transport, provided the luggage was placed in the care of the transport company for conveyance;
- late delivery (at least six hours) by public transport.

### 6.5 Insured benefits

A ERV will pay:

- the current value of insured items in the event of total or permanent loss. The current value is the original purchase price less depreciation of at least 10% per year from the date of purchase, to a maximum of 50% in total;
- in the event of partial loss, the costs of repair subject to a maximum of the current value;
- for the totality of valuable items, the current value subject to a maximum of 50% of the sum insured;
- glasses, contact lenses, prostheses and wheelchairs, the current value subject to a maximum of 20% of the sum insured;
- in the event of theft or permanent loss of credit cards and mobile phones, the organization (but not the cost) of blocking;
- in the event of delayed delivery of the baggage by a public means of transport, the cost of absolutely essential purchases up to CHF 700 per person and subject to a maximum of CHF 4000 per trip and per family. There is no right to compensation for the return journey to the place of residence.

B The insured sum of CHF 700 per person limits the total of all benefits in respect of losses arising during the period of the insurance cover.

C The benefits for baggage under all insurances in force with ERV are limited to CHF 2000 per person and CHF 4000 per family provided the insurances are all in the name of the same policyholder.

### 6.6 Exclusions

Benefits are excluded:

- in the case of events which are caused by deliberate or grossly negligent acts or omissions;
- for damage due to wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the items;
- for items which are kept in a manner inappropriate to their value;
- for items lost from a locked vehicle or boat, if there is no evidence of burglary;
- if the nearest police station is contacted and the incident is not recorded or official investigations are requested.

### 6.7 Claim

A The insured person shall

- have the causes, circumstances and extent of the damage confirmed immediately by the relevant transport company in a statement of facts and apply for compensation therein;
- notify ERV in writing immediately after returning from the trip and give reasons for the claims.

B The following documents must, inter alia, be submitted to ERV:

- the original of the statement of facts (property irregularity report, etc.);
- the original confirmation, receipts or purchase confirmations;
- a copy of the insurance policy.

C Damaged items must be kept at the disposal of ERV.

## 7 Medical and hospital expenses worldwide

### 7.1 Specific provision, scope, duration

The insurance is only valid for persons whose legal place of residence or habitual residence is Switzerland. With the exception of Switzerland, the insurance cover is valid worldwide for the duration specified in the policy. 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.

### 7.2 Insured events and benefits

A In the event of illness or accident, ERV shall cover the costs incurred abroad, up to a maximum of CHF 100 000 per person, as follows:

- medically necessary treatment measures (including medicines) prescribed or implemented by a licensed doctor/chiropractor;
- medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff for the duration of the treatment;
- 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;
- medically necessary rescue and transport costs to the nearest appropriate hospital for treatment, up to 10% of the sum insured.

B ERV shall reimburse costs incurred for outpatient treatment or an inpatient stay in a general hospital ward in accordance with regional health insurance rates.

C These benefits are paid up to 90 days beyond the agreed insurance period provided the insured event (illness or accident) occurred during the insurance period.

D All benefits are provided subsequent to the benefits of statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurances. Cover is contingent upon valid health and/or accident insurance in Switzerland.

### 7.3 Cost credits

In the case of cost-intensive treatments, ERV shall issue cost credits (directly to the hospital) within the framework of this insurance and subsequent to the statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurance contracts for all inpatient hospital stays. ERV shall not issue cost credits for outpatient treatment (medical, pharmaceutical and pharmacy costs).

### 7.4 Uninsured accidents

The insurance does not cover:

- accidents that occur during foreign military service;
- accidents that occur when practising a manual occupation;
- accidents that occur while parachute jumping or piloting aeroplanes or aircraft;
- accidents suffered by the insured person as a passenger of an aircraft.

### 7.5 Uninsured illnesses

The insurance does not cover:

- general check-ups or routine consultations;
- symptoms or illnesses which already existed when the insurance was taken out, together with their consequences 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 tooth or jaw;
- consequences of contraceptive or abortive measures;
- pregnancy or childbirth, together with attendant complications;
- conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

### 7.6 Further exclusions

- 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 unforeseeable acute deterioration in health due to a chronic condition;
- Deductibles or excesses under Swiss social insurance schemes;
- Events and benefits that are attributable to epidemics and pandemics;
- Participation in strikes, unrest and demonstrations of any kind;
- Benefits for treatment or care abroad if the insured person has gone abroad for this purpose;
- Treatments which are not carried out according to scientifically proven methods (Art. 32 and 33 HIA);
- Benefit reductions imposed by other insurances.

### 7.7 Claim

A In an emergency, call the emergency number 144 if in Switzerland or the local emergency number if abroad.

B In the event of accident or illness a doctor must be consulted immediately and their instructions must be followed.

C The following documents, among others, must be submitted to ERV:

- a detailed medical report,
- invoices for medical, pharmaceutical and hospital costs and prescriptions,
- a copy of the insurance policy.

D At the request of ERV and at its expense, the insured person must, at any time, undergo a medical examination by the medical officer.

## 8 Motor vehicle breakdown assistance

### 8.1 Scope, duration

- A The cover can only be concluded as an add-on to the SOS 144, SOS 144 Plus and SOS Protect Plus packages.
- B The insurance cover is valid Europe-wide, including Switzerland, for the policy period set out in the insurance policy.

### 8.2 Insured persons and vehicles

The insurance covers the passenger car, motorhome with a total weight of up to 3500 kg or motorcycle being used by the insured persons living in the same household. Also insured are trailers that are, together with the towing vehicle, legally registered for road use.

### 8.3 Insured events and benefits

- A ERV will pay the following costs if the vehicle used by the insured person within Europe from their place of residence is involved in a traffic accident, breaks down 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 2000;
  - 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. 4.3 B e) 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 shall be no higher than the current value of the vehicle involved;
  - Rail journey to the location of the vehicle if the insured person is collecting the vehicle;
  - 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 2000 in the event of large repair bills incurred abroad. This is repayable within 30 days after the insured person returns to their place of residence.

### 8.4 Exclusions

Benefits are excluded:

- if the alarm center or ERV has not given its prior approval to the above-mentioned benefits in accordance with para. 8.3;
- 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 on unofficial roads or on race tracks.

### 8.5 Claim

- A In order to be entitled to benefits from ERV, the alarm center of ERV must be notified immediately when an insured event occurs.
- B The following documents must, inter alia, be submitted to ERV:
- the original report on the circumstances (police report, accident report),
  - original receipts and invoices,
  - a copy of the insurance policy.

## 9 Alpine animal rescue

### 9.1 Scope, duration

- A The cover can only be concluded as an add-on to the SOS 144, SOS 144 Plus and SOS Protect Plus packages.
- B The insurance cover is valid for the policy term set out in the insurance policy and exclusively in Switzerland.

### 9.2 Subject of insurance

- A ERV provides insurance cover in the event of rescue and recovery carried out by a commercial helicopter transport company due to an insured event and coordinated by the operations centre mentioned below. The following kinds of animals are insured (exhaustive list):
- cattle (including yak),
  - horses,
  - sheep,
  - goats.
- The keeper is deemed to be the registered owner (animal to be identified by chip, ear tag or tattoo).

### 9.3 Insured events

ERV provides insurance cover for rescue and recovery in the event of

- serious injury;
  - serious illness including pregnancy and birth complications;
  - death;
  - a fall or becoming stranded;
- if the animal is in an area that cannot be reached by any means of transport other than a helicopter.

### 9.4 Insured benefits

- A Rescue
- Transport of injured or sick animals to the nearest place that can be reached with a vehicle or other means of transport.
  - Transport of the veterinary surgeon from the nearest place that can be reached with a vehicle or in accordance with coordination of the local operations centre for the assessment, emergency care or euthanasia of animals not fit for transport.
- B Recovery
- Transport of cadavers to the nearest place that can be reached with a vehicle or other means or transport.
- C If an insured event occurs, ERV will bear the costs up to a maximum of CHF 2000.
- D Cumulative rescues
- In the event of rescuing multiple animals, the charge will be reduced by at least 20% in each case from the third animal. If several insured animals have an accident as a result of the same loss event, the compensation payable by ERV is limited to a maximum amount of CHF 15 000. If the claims exceed this amount, this sum is applied proportionately.

### 9.5 Conditions, exclusions

- All services must be reported and coordinated exclusively via a local operations centre.
- Services may only be provided in accordance with the animal welfare regulations in force. In particular, no economic interests, such as meat processing may be placed above animal welfare.
- Live animals must be fit for transport. Fitness for transport must be confirmed by the official veterinary surgeon responsible.
- Animals not fit for transport are to be euthanized on site by an authorized person or by a veterinary surgeon.
- The cover is subsidiary to existing insurance policies, contributions by third parties and memberships.
- Services for animals that are injured/killed by lightning or rockfall are excluded.
- The decision as to whether the operation can be carried out is up to the helicopter transport company. No search flights, night flights or flights with increased danger for the crew will be carried out. Neither the local operations centre nor the insurer or the transport company will assume liability for flights not carried out.
- The veterinary surgeon's treatment costs are excluded.

### 9.6 Claim

- A In order to be entitled to benefits from ERV, the local operations centre must be contacted immediately when an insured event occurs.
- B The operations centre instructed by the animal owner plans and carries out the operation. In order to coordinate the services, the following details from the animal owner are necessary:
- identification;
  - local contact including telephone number;
  - animal type and weight;
  - scene of the incident and any treatment and collection location by the veterinary surgeon including
    - location,
    - name of the mountain including coordinates,
    - terrain conditions including any information on obstacles such as cables or masts;
  - transport destination
    - location including coordinates,
    - terrain conditions including any information on obstacles such as cables or masts;
  - urgency
    - lost, injured or dead animal.

# 10 Glossary A-Z

## A Abroad

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

## Accident

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

## 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 considerable physical and mental stress. The current Suva classifications, among others, apply in principle.

## F Family/multiple persons

Parents, grandparents and children living in the same household as the policyholder, in addition to the policyholder's spouse, partner or cohabiting partner, are treated as family members/multiple persons. Their minor children who do not live in the same household, as well as any foster children and children for whom they have holiday responsibility, are also considered family members. Two persons living in shared accommodation with their children, if they have any, are equivalent to a family.

## G Gross negligence

Gross negligence is committed by anyone who violates an elementary duty of caution, the observance of which is imposed on any reasonable person in the same situation, thereby endangering themselves and others.

## 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. They receive insurance cover and can be individual policyholders at the same time.

## Isolation/quarantine

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

## M Medical aids

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

## N Natural disaster

Sudden, unforeseeable natural event with a catastrophic character. 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 have a mandatory character.

## 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 includes all air, land or water vehicles registered for public passenger transport. Public transport does not include means of transport used for sightseeing tours/flights, rental cars and taxis.

## R Recovery

Recovery means extricating humans and/or animals from the danger area and securing them (including body/cadaver recovery).

## Related/related by marriage

With regard to para. 4.2 B and para. 5.2 B, in addition to relatives and relatives-in-law, spouses and cohabiting partners as well as partners of same-sex marriage are also included.

## Rescue

Rescue means the aversion of a danger to humans or animals by extrication from a life-threatening or health-threatening situation using technical rescue measures.

## Robbery

Theft involving the use or threat of violence.

## S Switzerland

Switzerland and the Principality of Liechtenstein are included in the scope of application.

## 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 likely to spread fear or terror among the population or parts of the population or to influence a government or state institutions.

## Travel service/arrangement

For example, the booking of a flight, a boat, bus or train journey, a bus transfer or other transport to or from the travel destination or the on-site booking of a hotel room, holiday flat, skiing trip or sports trip.

## U Unrest of any kind

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

## V Valuable items

Valuable items include jewellery with or made of precious metal, watches, notebooks/laptops and their accessories, hardware, mobile telephones, photographic, cinematographic, video and audio equipment and their accessories. Any item with a replacement value of over CHF 2000 is deemed a valuable item.