

Edition 01/2024

# Information about your insurance policy. Corporate Travel Insurance<sup>(CTI)</sup>.

European Travel Insurance ERV  
P.O. Box, 4002 Basel, +41 58 275 27 27  
corporate@erv.ch, www.erv.ch/cti

# 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 Contract Act).

Whenever the context so requires, the use of any gender shall include all genders.

## Who are your contractual partners?

The risk carrier for this insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen, Switzerland. Responsibility for this insurance lies with: European Travel Insurance (referred to as ERV in the General Conditions of Insurance), a branch of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 26, P.O. Box, 4002 Basel, Switzerland. The risk carrier for the travel legal protection insurance is: Coop Rechtsschutz AG (referred to as CRS in the General Conditions of Insurance), Entfelderstrasse 2, CH-5001 Aarau, Switzerland.

## Who is the policyholder?

The policyholder is the natural person or legal entity concluding the insurance contract whose legal place of residence or domicile is in Switzerland or the Principality of Liechtenstein.

## Who are the insured persons?

The insurance covers

- the private individuals named in the policy who have their legal or habitual place of residence in Switzerland or the Principality of Liechtenstein;
- all employees with permanent contracts and/or the groups of persons named in the policy belonging to companies domiciled in Switzerland or the Principality of Liechtenstein. The insurance also covers the main and ancillary businesses, branch offices and subsidiaries domiciled in Switzerland or the Principality of Liechtenstein and named in the policy.

If the appropriate supplementary coverage module has been concluded, the insurance also covers an insured person's spouse or partner as well as any children of the insured person or of the partner when travelling with an insured person.

## Who is liable for the premium?

The premium is paid by the policyholder.

## 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/premium note. The premium is generally paid once a year. Other types of payment are possible on request and may involve a surcharge. If the contract is terminated prematurely, ERV reimburses the unused portion of the premium in accordance with the statutory and contractual provisions.

The insurance premium is calculated based on the contractually agreed scope of cover and the risk data (e.g. travel destination, days of travel per year, etc.) provided by the policyholder.

## 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/or any Special Conditions (SC) stipulate the events upon whose occurrence ERV is required to pay a benefit.

## What type of insurance is it?

Your insurance is generally 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 can be found in the insurance application, the policy and the corresponding GCI or SC. The same applies to any deductibles or waiting periods.

## What duties apply on concluding the contract?

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 fact. 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:

- If a loss event occurs, it must be reported to ERV immediately, e.g. using the 24-hour emergency number +41 848 406 406.
- The policyholder and insured persons must co-operate in ERV's investigations, for example in investigating a claim (obligation to cooperate).
- In the event of a claim, reasonable action must be taken to mitigate and elucidate the 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 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 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 any other text form. If the term of the contract is less than 365 days, it terminates on the expiry date stated in the policy.

The contract may be terminated prematurely by tendering a notice of termination

- following a loss event for which ERV has paid benefits:
  - 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, in which case insurance cover will cease 14 days after receipt of the notice of termination;
- In the event of an increase in the premiums or deductible 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, 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.

## 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 remains due if an injured third party can credibly make claims against ERV.

## What personal data is processed and why?

All personal data is processed in accordance with current 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 for which personal data is processed (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.

## What happens in the event of risk aggravation or risk reduction?

If any circumstance that is material to assessment of the risk should change over the contract term, and if its extent was determined by the parties on taking out the policy, the policyholder is required to give ERV immediate notice of such change in writing or any other text form. All risk factors about which ERV requests the policyholder to provide information on the application form or otherwise enquires about (e.g. risk questionnaire, risk and operational characteristics, etc.) are deemed material. If the policyholder fails to give such notice, ERV shall not be bound by the contract for the period thereafter. If such notice has been given, ERV may increase the premium retroactively as of the time the risks increased or terminate the part of the contract affected by the change within 14 days of receiving such notice. The contract expires four weeks after receipt of the notice of termination. The policyholder has the same right of termination if no agreement is reached regarding the premium increase.

In the event of a significant decrease in risk, the policyholder is entitled to terminate the contract subject to four weeks' notice in writing or any other text form, or, if ERV agrees, to request a premium reduction. If ERV rejects a premium reduction or if the policyholder is not in agreement with the reduction offered, the latter is entitled, within four weeks of receiving the response, to terminate the contract, subject to four weeks' notice in writing or any other text form. The premium reduction takes effect when ERV receives the relevant notice.

## 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.)

## What else must be observed?

The specific insurance contract remains authoritative in every case.

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