

# General conditions of insurance (GCI) 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 (Art. 3 of the Insurance Contract Act).

### Who are your contractual partners?

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

### 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. 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 +41 848 801 803.
- The policyholder and insured persons must co-operate in clarifications of ERV, e.g. in clarifications in the event of a claim (obligation to co-operate).
- 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 lead 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 365 days unless one of the contracting parties gives 90 days prior written notice of termination. If the term of the contract is less than 365 days, 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 sums or of amendments to the GCI by ERV: by the policyholder at the end of the insurance year, if he does not agree with the revision. If ERV does not receive any notice of termination by the end of the insurance year, the contractual amendment shall be deemed to have been accepted by the policyholder. 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.**

## GENERAL CONDITIONS OF INSURANCE (GCI) E791

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### PACKAGE OPTIONS

All packages are covered by par.	1 General provisions 10 Glossary
and also	
SOS 144	2 Rescue and Recovery
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SOS Protect Plus	2 Rescue and Recovery 3 Repatriation 4 SOS protection for unforeseen incidents during the trip 5 Cancellation costs 6 Baggage during transport 7 Medical and hospital expenses worldwide
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The following general provisions and the glossary apply to all types of travel insurance offered by ERV. The following parts (2–9) govern the cover provided by each type of insurance.

## 1 GENERAL PROVISIONS



### 1.1 Insured persons

- A This insurance covers those people listed on the policy. The insurance is valid if the policyholder has their civil residence in Switzerland.
- B If family insurance is arranged, the policyholder and the following persons living with him in a joint household are insured: his spouse or partner, the parents, grandparents and children. His underage children and underage holidaying and foster children not living with him in a joint household are also insured. A family also means 2 people living together with their children, if any.

### 1.2 Validity period, contract termination

- A The annual insurance policies are valid for 365 days from the date of issue and will be automatically renewed for a further 365 days in each case unless cancelled in writing at least 90 days prior to expiry.
- B Contract termination
- a) Following each loss event for which ERV makes payments, the contract can be terminated in writing
- by the policyholder within 14 days of being notified of ERV's payment,
  - by ERV at the time when payment is made.
- b) 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).

### 1.3 Premium payment and amendment of the contract

- A Premiums are due for payment 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.
- B ERV may alter the GCI, 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 amendment of the contract, he may cancel the insurance contract in writing. Notice of cancellation is valid if it is received by ERV on or before the last day of the current insurance year. If ERV does not receive any notice of termination by the end of the insurance year, the contractual amendment shall be deemed to have been accepted by the policyholder.

## 1.4 General exclusions

Not insured are events:

- a) having already occurred, or that were manifest when the travel service was booked or when the policy was taken out. The provisions of par. 4.2 C, 5.2 C and 7.5 d) are reserved;
- b) in connection with illnesses or accidents, which have not been detected by a doctor at the time of occurrence and confirmed by a medical certificate;
- c) where the assessor (expert, doctor, etc.), who reaches conclusions about the claim event, is a direct beneficiary of or is related by birth or by marriage to the policyholder;
- d) which are attributable to a consequence of acts of war or terrorism, subject to the provisions of par. 4.2 A e);
- e) in connection with abduction;
- f) which are a consequence of dispositions made by a public authority (detention or ban on departure from the country, closure of air space, etc.);
- g) which occur on the occasion of participation in
- competitions, races, rallies or trainings with motor vehicles or boats,
  - competitions or training sessions in connection with professional sport or an extreme sport,
  - trekking or tours in the mountains when sleeping at altitudes of more than 4,000 m above sea level,
  - expeditions,
  - acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk;
- h) 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;
- i) which are caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
- k) which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- l) which occur on the occasion of the wilful commitment or attempted commitment of crimes or misdemeanours;
- m) which the insured person causes in connection with suicide, self-mutilation and the attempt to do so;
- n) which are caused by ionising rays of any kind, in particular as a result of nuclear reactions.

## 1.5 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.

## 1.6 Additional provisions

- A The claims lapse 2 years after a damage event occurs.
- B The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.
- C Payments received unrightfully from ERV must be returned within 30 days to the company, including any expenses incurred by ERV as a result.
- D The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).
- E For the purpose of assessing whether a journey to a country is or is not reasonable because of strikes, unrest, war, terrorist attacks, epidemics, etc., the currently valid recommendations of the Swiss authorities shall as a matter of principle apply. These are in the first instance the Federal Department of Foreign Affairs (EDA) and the Federal Department of Health (BAG).
- F Address changes shall be reported to ERV without delay. If the insurance contract or the premium invoice cannot be delivered, the obligation of the insurer to provide benefits shall be suspended until the outstanding premium has been paid in full.
- G 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)
- H 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.

## 1.7 Obligations in case of claim

- A Please contact
- **on emergency number 144 for emergency transport in Switzerland,**
  - **in cases of emergency** abroad the ALARM CENTRE with 24-hour service, either by dialling the number **+41 848 801 803** 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.
  - in case of claim, the Insurance Claims Department of ERV, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch.
- B The insured/entitled person 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.



## 2 RESCUE AND RECOVERY

### 2.1 Scope, policy period

The insurance cover is valid worldwide for the insurance term set out in the policy.

### 2.2 Insured events and benefits

- A ERV provides insurance cover necessitated as the result of unforeseen illness and injury of an insured person.
- B The following are covered:
- the costs for necessary medical first-aid measures by the rescue team and for transfer to the nearest hospital suitable for treatment;
  - the costs of a necessary search and rescue operation up to CHF 30,000 per person if the insured is considered to be lost or must be rescued.

### 2.3 Claim

In order to claim ERV's benefits, the emergency services must be notified immediately on 144 in Switzerland or ERV's ALARM CENTRE must be notified immediately abroad in the event of an insured event occurring.



## 3 REPATRIATION

### 3.1 Scope, policy period

The insurance cover is valid worldwide for the insurance term set out in the policy.

### 3.2 Insured events and benefits

- A ERV provides insurance cover necessitated as the result of unforeseen severe illness, severe injury or death of an insured person.
- B In case of the occurrence of the insured event ERV will bear
- the costs 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 this benefit.
  - 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.

### 3.3 Exclusions

The insured person must take advantage of the services stipulated in par. 3.2 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.

### 3.4 Claim

In order to be entitled to benefits from ERV, the ALARM CENTRE or ERV must be notified immediately when an insured event occurs.

## 4 SOS PROTECTION FOR UNFORESEEN INCIDENTS DURING THE TRIP



### 4.1 Special provision, scope, policy period

Persons suffering from a chronic illness must arrange for their fitness to travel to be confirmed by a medical certificate, which must then be issued immediately before a travel service is booked. 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 is away from his usual place of residence.

### 4.2 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. There is no claim to benefits in the event of breakdowns or accidents with private vehicles which are driven by the insured or used by the insured as a passenger;
  - warlike events or acts of terrorism, within the first 14 days of such an event, if these have caught the insured unawares abroad;
  - theft of tickets, passport or identity card: only the benefits in par. 4.3 B e) are insured.

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

- C If an insured person is suffering from a chronic illness, without the travel service 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 travel service must be cancelled due to unforeseen severe acute aggravation of the disease or if the person dies as a result of the chronic disease (subject to the provisions of par. 4.1).

### 4.3 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 of temporary return to the place of residence in an amount of up to CHF 3,000 per person (outward and return journey for a maximum of 2 insured persons) if a stay for a period fixed in advance was booked with a return journey;
  - the extra costs of an unscheduled return, and this on the basis 1st class ticket by train and economy class by plane;
  - a repayable cost advance up to CHF 10,000 per person if an insured must be hospitalised abroad (repayment within 30 days after the insured person's return home);
  - the costs corresponding to the non-used 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/amount insured stated in the policy and comprises a maximum of CHF 5,000 per person or, in the case of several insured persons, CHF 10,000 per booking;
  - either the additional costs for continuation of the journey including accommodation, subsistence and communication costs for calls to the ALARM CENTRE (for a maximum of 7 days) in an amount of up to CHF 1,000 per person, or if a hire car is used up to CHF 1,000, regardless of how many persons use the hire car;
  - the travel costs (flight in the economy class/medium-priced hotel) to the sickbed of the insured up to CHF 5,000 per person for 2 persons who are very close to him if he must stay for more than 7 days in a hospital abroad;
  - the organisation of the cancellation of mobile phones, credit and debit cards, but not the resulting costs.
- C The decision as to the necessity, nature and timing of these benefits rests with ERV.

### 4.4 Exclusions

- A The insured person must take advantage of the services stipulated in par. 4.3 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
- 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;
  - in the event of termination, interruption or extension of the travel in respect of par. 4.2 A a) without medical indication (e.g. if adequate medical care was available locally) or if no physician was consulted locally;
  - 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 travel service was begun.

### 4.5 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.

## 5 CANCELLATION COSTS



### 5.1 Special provision, scope, policy period

Persons suffering from a chronic illness must arrange for their fitness to travel to be confirmed by a medical certificate, which must then be issued immediately before a travel service is booked. 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 travel service has begun (check-in, on boarding the reserved mode of transport, etc.).

### 5.2 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 travel service 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 personal accident or 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);
  - if within the last 30 days prior to departure
    - the insured person unexpectedly takes up a new permanent post as an employee with a new employer (promotions, etc. are excluded), or
    - the contract of employment of the insured person is terminated through no fault of his own by his employer.
  - theft of tickets, passport or identity card;
- B If the person touching off the claim through an insured event is neither related by birth nor marriage to the insured, there is only an entitlement to benefits if the latter would have to start/continue the journey alone.
- C If an insured suffers from a chronic disease without this disease appearing to call into question the travel service at the time when the insurance is taken out or when the booking is made, ERV will pay the incurred insured costs if the travel service must be cancelled due to unforeseen severe acute aggravation of this disease or if the person dies as a result of the chronic disease (subject to the provisions of par. 5.1).

### 5.3 Insured benefits, excess

- 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 journey, as a result of the insured occurrence. The total amount of this benefit is limited by the travel service price and the insured amount and amounts to a maximum of CHF 5,000 per event and person or CHF 10,000 per event and family. Disproportional or repeated administrative fees are not covered.
- 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. 5.3 B.

### 5.4 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 travel service 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. 5.2 A a) without medical indication, or 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.

### 5.5 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 travel service 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.

## 6 BAGGAGE DURING TRANSPORT



### 6.1 Scope, policy period

The insurance cover is valid worldwide, exclusively during the transport by a public means of transport, and for as long as the insured objects are in the care of a transport company.

### 6.2 Insured objects

All objects taken on the trip for personal use by the insured persons (living in the same household) are insured.

### 6.3 Uninsured objects

The following are not insured:

- valuable objects, cash and travel tickets, securities, official deeds and documents of all kinds, 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;
- objects purchased or received as gifts during the travel (such as souvenirs) which are not personal travel effects;
- valuables which are covered by a special insurance.

### 6.4 Insured events

The insurance covers loss, damage, destruction or late delivery of at least 6 hours during carriage by a public means of transport.

### 6.5 Insured benefits

- A ERV provides the following compensation:
- in the event of total loss of insured objects, their current value; current value means the purchase price less depreciation of not less than 10% per year from the date of purchase, subject, however, to a maximum of 60%;
  - in the event of partial loss, the costs of repair, subject to a maximum of the current value;
  - damage caused by breakage, up to a limit of 20% of the insured sum;
  - spectacles, contact lenses, prosthetic devices and wheelchairs up to a limit of 20% of the insured sum;
  - in the event of late 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 4,000 per journey. Payments are excluded for losses happening during the return travel to the place of residence;
- B The benefit of CHF 700 per person limits total payments for claims which occur during the period of the insurance cover.

### 6.6 Exclusions

Payments are excluded for

- damage caused by wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the objects;
- objects which are kept in a manner inappropriate to their value.

### 6.7 Claim

- A The insured person shall,
- 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, («Property Irregularity Report» usw.),
  - 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.

## 7 MEDICAL AND HOSPITAL EXPENSES WORLDWIDE



### 7.1 Special provision, scope, policy period

The insurance is exclusively valid for persons who have their place of residence in civil law or habitual abode in Switzerland and who have not yet reached their 80th birthday. With the exception of Switzerland, the insurance cover is valid worldwide for the policy period set out in the insurance policy.

### 7.2 Uninsured accidents

The following are not insured:

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

### 7.3 Uninsured illnesses

The following are not insured:

- a) general checkups or routine verifications;
- b) symptoms or illnesses which already existed when the insurance was taken out or the booking made or could have been diagnosed by a doctor on the occasion of a medical examination, together with their sequels and complications;
- c) illnesses as a consequence of prophylactic, diagnostic or therapeutic medical actions (e.g. vaccinations, radiation), insofar as they are not occasioned by an insured illness;
- d) disorders of the teeth or jaw;
- e) sequels of contraceptive or abortive measures;
- f) pregnancy or childbirth, together with accompanying complications;
- g) conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

#### 7.4 Insured events and benefits

A In the event of an accident or sickness, ERV shall reimburse the costs that were incurred abroad for outpatient treatment or in the event of an inpatient stay in the general ward of a hospital subsequent to the statutory Swiss social insurance schemes (health insurance, accident insurance) and taking account of the benefits of any other supplementary insurance up to a maximum of CHF 100,000 per person 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 are provided for up to 90 days beyond the agreed insurance term if the insured event (sickness or accident) occurred during the insurance period.

#### 7.5 Exclusions

Payments are excluded

- a) cost sharing or franchises from the Swiss social security;
- b) epidemics;
- c) participation in riots or demonstrations of any kind;
- d) 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;
- e) benefits for treatments or care abroad when the insured person went to the place for such treatment.

#### 7.6 Commitment to cover costs

In the case of high-cost treatments, ERV gives commitments to cover costs (directly to the hospital) as part of this insurance and subsequent to the statutory Swiss social insurance schemes (health insurance, accident insurance) and taking account of the benefits of any other supplementary insurance for all inpatient stays in hospital. ERV does not give commitments to cover costs for outpatient treatments (doctor, medication and pharmacist costs).

#### 7.7 Claim

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

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

- a detailed medical certificate,
- the medical, hospital and pharmacy bills,
- the statements issued by other insurances that are under an obligation to provide benefits,
- a copy of the insurance policy.

C The insured person must agree at all times to be medically examined by an independent medical examiner of ERV and at its (the Company's) expense.

## 8 MOTOR VEHICLE BREAKDOWN ASSISTANCE



### 8.1 Scope, policy period

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 for the policy period set out in the insurance policy.

### 8.2 Insured persons and vehicles

A Passenger car breakdown assistance

Insured is the passenger car, camper up to 3,500 kg or motorcycle 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 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 costs for the continuation of the trip or for the return journey to the insured person's place of residence as outlined in par. 4.3 B e) (incl. rental of a temporary replacement vehicle of the same category), if for any justifiable and demonstrable reason the insured persons cannot wait until repair of the vehicle is completed;

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 her vehicle behind and travel with another form of transportation or if she 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 her place of residence.

## 8.4 Exclusions

Payments are excluded

- a) if the ALARM CENTRE or ERV has not given its prior approval to the benefits in accordance with par. 8.3;
- b) if the vehicle was insufficiently serviced or if damages already existed prior to the journey or were bound to occur during travel;
- c) for vehicles which are identified by a dealer's plate (U number).

## 8.5 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.

## 9 ALPINE ANIMAL RESCUE

### 9.1 Scope, policy period

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 during the insurance term specified in the insurance policy and exclusively in Switzerland.

### 9.2 Object of the insurance

A ERV provides insurance cover in the event of rescue and recovery that are 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 animal are insured (the list is exhaustive):

- cattle (incl. yak),
- horses,
- sheep,
- goats,

The registered owner is deemed to be the owner (the registered owner is 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

- a) serious injury;
- b) serious illness incl. pregnancy and birth complications;
- c) death;
- d) 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 by vehicle or in accordance with coordination of the local operations centre for the assessment, emergency care or killing 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 of transport.

C In the event of an insured event occurring, ERV shall bear the costs up to a maximum of CHF 2,000.

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 one and the same loss event, the compensation to be paid by ERV is limited to the maximum claim of CHF 15,000. If the claims exceed this amount, this sum will be divided proportionally.

### 9.5 Conditions, exclusions

- a) All services must be reported and coordinated exclusively via a local operations centre.

- b) Services may only be provided in accordance with animal welfare regulations in force. In particular, no economic interests, such as meat utilisation may be placed above animal welfare.
- c) Live animals must be fit for transport. Fitness for transport must be confirmed by the official veterinary surgeon responsible.
- d) Animals not fit for transport are to be killed on site by an authorised person or by a veterinary surgeon.
- e) The cover is subsidiary to existing insurance policies, contributions by third parties and memberships.
- f) Services for animals that are damaged/killed by lightning or rockfall are excluded.
- g) The decision whether the operation can be carried out it is up to the helicopter transport company. No search flights, night flights or flights with increased danger for the crew will be carried out. The local operations centre will not assume liability for flights not carried out and nor will the insurer or the transport company.
- h) The veterinary surgeon's treatment costs are excluded.

## 9.6 Claim

- A** In order to claim ERV's benefits, the local operations centre must be contacted immediately in the event of an insured event occurring.
- 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 incl. telephone number;
  - animal type and weight;
  - scene of the incident and any treatment and collection location of the animal owner/veterinary surgeon with
    - location,
    - name of the alp incl. coordinates,
    - terrain conditions incl. any information on obstacles such as cables or masts;
  - transport destination
    - location incl. coordinates,
    - terrain conditions incl. any information on obstacles such as cables are masts;
  - urgency
    - lost, injured or dead animal.

## 10 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.

### E Epidemic

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

### Extreme sport

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

### 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. He receives insurance protection and can also be the policyholder at the same time.

### P Policyholder

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

### Public means of transport/public aircraft

Public means of transport/public aircraft 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 Recovery

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

### 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.

### S 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

Travel service 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.