

Cancellation costs insurance for hotel rooms and holiday apartments

INFORMATIONS 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), a branch 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.

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) E564

1 Insured persons

- A This insurance covers those people listed on the policy.
- B The policyholder is the natural or legal person who has concluded an insurance contract with ERV. The insurance is valid
- a) if the policyholder has their civil residence in Switzerland or Liechtenstein;
 - b) 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 concluding the insurance policy.

2 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 and ends once the insured sojourn has ceased.

3 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:
- a) 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;
 - b) 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;
 - c) 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;
 - d) 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 travel destination (hotel or apartment);
 - e) 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;
 - f) 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 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 this disease or if the person dies as a result of the chronic disease (subject to the provisions of par. 2).

4 Insured benefits

- A The extent of entitlement to benefits is determined by the event causing the travel service to be cancelled, 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 actually incurred cancellation costs (excl. administrative fee) if the insured is unable to start the booked travel service;
 - the costs corresponding to the non-used part of the booked travel service if the insured has to discontinue it.
- The benefits are limited by the price of the travel service or the insured sum and comprises a maximum of CHF 10,000.

5 Exclusions

A Not insured are events:

- having already occurred, or that were manifest when the travel service was booked or when the policy was taken out. The provisions of par. 3 C are reserved;
 - 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;
 - where the assessor (expert, doctor, etc.), who reaches conclusions about the claim event, is a direct beneficiary of or is related by birth or by marriage to the policyholder;
 - which are attributable to a consequence of acts of war or terrorism;
 - which are a consequence of dispositions made by a public authority (detention or ban on departure from the country, closure of air space, etc.);
 - 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;
 - which occur when driving a motor vehicle or a boat without the legally required driver's license or in the absence of the legally required accompanying person;
 - which are caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
 - which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
 - which occur on the occasion of the wilful commitment or attempted commitment of crimes or misdemeanours;
 - which the insured person causes in connection with suicide, self-mutilation and the attempt to do so;
 - which are caused by ionising rays of any kind, in particular as a result of nuclear reactions.
- B Payments are excluded
- if the service provider (travel company, hirer, organiser, etc.) cancels, changes or interrupts the agreed service or should have cancelled, changed or interrupted 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 booking was made or before the travel service was begun;
 - 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. 3 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.

6 Claims against third parties

- A If the insured has been compensated by a liable third party or his insurance, any reimbursement on the basis of the present contract is cancelled. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to ERV.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance shall apply.
- C Costs will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

7 Obligations in case of claim

- A 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.
- B The booking agency (landlord, organiser, etc.) must be notified immediately after the occurrence of the event.
- C Please contact 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. 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 costs (originals),
 - a detailed medical certificate or a certificate of death or another official document,
 - the account details (IBAN of bank or post office account) – should this be omitted, the insured will bear all bank transfer charges of CHF 40.
- E 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.
- F 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.
- G 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.

8 Additional provisions

- A Claims superannuate 2 years after the claim.
- 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 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.
- G When ERV pays the claim, the policyholder shall assign his claim resulting from the insurance contract as an automatic lump sum to ERV.
- H ERV only provides insurance cover, and may only be liable for damage claims or other benefits in so far as these are not in breach of any sanction or restriction per UN resolutions, or in breach of any trade or economic sanctions imposed by Switzerland, the European Union or the United States of America.

9 Glossary

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).

Expedition

An expedition is a scientific expedition or research trip lasting several days to a remote and undeveloped region, or a mountain tour from a base camp to altitudes above 7,000m above sea level. This also includes tours to extremely remote flatland locations, such as the two poles or e.g. Spitsbergen, the Gobi desert, the Sahara, the primeval forest of Amazonia or Greenland, as well as the exploration of specific cave systems.

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. They receive 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 means of transport relates to all vehicles licensed for public conveyance of persons by air, land and sea. Vehicles used for tours/air tours, and hire cars and taxis are not deemed to be public means of transport.
- 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 this insurance, booking a hotel room or a holiday apartment.
- U Unrest of all kinds**
Acts of violence against persons or property arising from unlawful assembly, riot or tumult.