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Information about your insurance. wau-miau.

wau-miau, a brand of the European Travel Insurance ERV
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Information about your insurance

Dear customer,

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

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, 9001 St. Gallen, Switzerland. The 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 56, P.O. Box, CH-4002 Basel.

Which law or which contractual basis is applied?

This contract is governed by Swiss law. The contractual basis comprises e.g. the application, the customer information, the General Conditions of Insurance (GCI) and, if applicable, further special conditions or supplementary conditions, and the policy. 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 scope does the insurance cover have?

The events whose occurrence obligate ERV to pay benefits can be seen in the insurance application, the policy and the corresponding GCI.

What type of insurance is it?

Your insurance is, as a general rule, indemnity insurance; fixed sum insurances will be expressly designated as such in the contract documents (e.g. policy).

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. The same applies to deductibles, the share of the costs, and waiting periods.

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 charges and fees (e.g. Swiss federal stamp duty) can be found in the insurance application, the policy or the premium note. The premium is paid once a year. If the policy is terminated prematurely, ERV reimburses the unused portion of the premium in accordance with the statutory and contractual provisions. Until the insured animal reaches its 11th birthday, the premiums will be adjusted to the next higher age class effective from the premium due date. The adjustment to the next higher age class does not constitute grounds for cancellation outside the contractual notice period of three months.

What obligations 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 insurance, the policyholder 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 damage already suffered 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 obligations do you have as the policyholder?

The essential obligations of the policyholder include the following, for example:

- Cooperating with 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 the loss (loss mitigation obligation).
- If a change in the material circumstances recorded in the insurance application and policy lead to an increase in risk, there is an obligation to notify ERV of this without delay (aggravation of risk).

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 grants insurance cover from the day fixed therein until the delivery of the policy. After expiry 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 notice of termination in writing or in any other text form.

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

- following a loss event for which ERV has made payments:
 - by the policyholder, no later than 14 days after learning that a payment has been made, in which case insurance cover will cease 14 days after receipt of the notice of termination;
 - by ERV, no later than the date of payment, 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, the deductible or the share of the costs or changes to the GCI implemented by ERV: by the policyholder effective at the end of an insurance year if he is not in agreement with the change in regulations (with reservation as to officially prescribed adjustments such as changes in premiums, deductibles, compensation limits, scope of cover or the charges and fees where cover is regulated by law). ERV must notify the policyholder of such changes at least 30 days before the end of the current insurance year. 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.

When is there a right of cancellation?

The policyholder may cancel, in writing or any other text form, his application to conclude the contract or his declaration of acceptance of such contract. The period of cancellation 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 cancellation or submitted his notice of cancellation to the postal service on or by the last day of the cancellation period. The right of cancellation 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 happens in the event of an aggravation of or decrease in risk?

If any circumstance that is material to assessment of the risk should change over the contractual 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 that ERV requests the policyholder to provide information about on the application form or otherwise inquires 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.

Which personal data are processed and why?

All personal data will be 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 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).

What fees are charged?

Invoices from ERV are to be settled within 30 days. ERV will charge the following fees for reminders and debt collection:

- 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.)

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