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

General Conditions of Insurance (GCI). CembraPay BuyerProtect.

Information about your insurance policy

Dear Customer,

We would like to inform you about the identity of the insurer and the key elements of the insurance coverage (Article 3 of the Swiss Insurance Contract Act).

Use of gender-specific wording in this document refers to all genders.

Who are your contractual partners?
The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen, Switzerland. Responsibility for this insurance lies with: European Travel Insurance (referred to as «ERV» in the General Conditions of Insurance), branch office of Helvetia Swiss Insurance Company Ltd, with registered office at St. Alban-Anlage 26, P.O. Box, CH-4002 Basel, Switzerland.

Who is the policyholder?
The policyholder is Cembra Money Bank Ltd. (referred to as «Cembra» in the General Conditions of Insurance), Bändliweg 20, CH-8048 Zurich.

Who is covered?
Based on the collective insurance contract entered into with the policyholder, ERV grants insurance cover, as well as a direct right of claim in connection with the insurance benefits, to the persons designated in the policyholder's booking/insurance confirmation. The insured persons are specified in the booking/insurance confirmation, the General Conditions of Insurance (hereinafter «GCI»), and any Special Conditions (hereinafter «SCs»).

What is the premium amount owed?
The premium amount will be explicitly communicated to you during the process of enrolment in the collective insurance contract. The details of the premium amount and the legal taxes and fees (e.g. Swiss federal stamp duty) can be found in the premium statement and/or booking/insurance confirmation.

What is the applicable law and what contractual basis applies?
This contract is governed by Swiss law. The contractual basis consists of the declaration of enrolment for insurance cover (e.g. insurance application, booking/insurance confirmation, customer information, GCI, and any SCs). In all other respects, the Swiss Federal Act on Insurance Contracts applies.

What risks are covered and what is the extent of the insurance cover?
The events upon the occurrence of which ERV is required to provide a benefit depend on the selected insurance cover, as evidenced by the booking/insurance confirmation, the customer information, the corresponding General Conditions of Insurance (GCI) and any Special Conditions (SCs).

What type of insurance is this?
Your insurance is generally insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. booking/insurance confirmation, customer information, GCI and any SCs).

What insurance benefits are paid?
The amount and/or maximum limit and the type of insurance benefits can be found in the booking/insurance confirmation, the corresponding GCI and the SCs. The same applies to any deductibles and waiting periods.

What obligations apply when taking out the policy?
As the applicant for enrolment in the collective insurance contract, the insured person is required under Article 6 of the Swiss Insurance Contract Act to provide complete and correct answers to all the questions in the application (e.g. date of birth and prior claims). If, when entering into the contract, the insured person provides an incomplete or incorrect answer to a question formulated in writing or in any other text form, ERV shall be entitled to terminate the insurance cover for the insured person within four weeks after becoming aware of the breach of the duty of disclosure. If the insurance cover is cancelled through such termination, the obligation to pay benefits for any loss/damage already suffered shall also cease if the occurrence or extent of such loss/damage was influenced by the fact that was incorrectly or incompletely disclosed. If benefits have already been paid, repayment may be demanded.

What other obligations do the insured persons have?
The principal obligations of the insured persons include the following:
- If a loss event occurs, it must be reported to ERV immediately.
- The insured person is required to cooperate in ERV's investigations, for example in investigating a claim (obligation to cooperate).
- If a loss event occurs, reasonable actions must be taken to mitigate and elucidate the loss (obligation to mitigate losses).

When does the insurance coverage begin and end?
The insurance cover enters into effect when the insured person joins the collective contract and remains in effect as specified in the booking/insurance confirmation.

Under what circumstances may the contract be cancelled?
The insured person may cancel their enrolment under the insurance cover or their declaration of acceptance of such cover in writing or in another text form. The cancellation period is 14 days and commences as soon as the insured person applies for or accepts enrolment under the insurance cover. The cancellation period is considered to have been met if the insured person notifies ERV of the cancellation or submits their notice of cancellation to the postal service by no later than the cancellation period. The right to cancel shall not apply in cases of collective insurance of persons, provisional declarations of cover and agreements having a term of less than one month. An annual premium/single premium shall remain payable if any injured third party is entitled to make claims against ERV in good faith.

What personal data is processed and for what purpose?
All personal data will be processed in accordance with the current data protection legislation. The controller of the processing of your personal data is ERV. The data protection notice available at www.erv.ch/privacy-policy contains further information on the purposes for which personal data is processed (e.g. operating 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 else must be observed?
The specific enrolment in the collective insurance contract remains authoritative in all cases.

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

General Conditions of Insurance (GCI)

To facilitate readability, we use gender-specific words in this document, but these are intended to refer to all genders.

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

Overview of insurance benefits
It should be noted that the insurance only covers the benefits and sums insured shown in the overview below. In any case, however, the benefits/sums insured under the insurance taken out remain authoritative.

Shopping			
Benefits components	**Maximum benefits in CHF per order confirmation**	**Minimum value of item in CHF**	**Duration of insurance cover**
Purchase insurance	5000	50	30 days from the date of purchase
Online purchase protection	5000	50	30 days from the date of reminder and non-delivery. 90 days without a replacement delivery or a refund of the purchase price by the delivery company. 90 days after the item has been returned, the purchase price has not been refunded by the point of sale

1 General provisions

1.1 Insured persons, special provision
A The insurance is valid only for persons having their legal residence in Switzerland.
B The insured person and the beneficiary is the person listed as the policyholder in the booking confirmation/order confirmation/insurance confirmation.

1.2 Scope
The insurance cover is valid worldwide, unless stated otherwise.

1.3 General exclusions
The policy does not cover events:
a) that had already occurred or were recognisable when the insurance was taken out;
b) that are caused by deliberate or grossly negligent acts or omissions or are due to a failure to observe the generally accepted duty of care;
c) events that are a consequence of acts of war or terrorism;
d) arising on the occasion of the intentional or attempted commission of felonies or misdemeanours;
e) events caused by ionizing radiation of any kind, particularly as a result of nuclear reactions;
f) caused by a pandemic.

1.4 Claims against third parties
A If the insured person has been indemnified by a liable third party or their insurer, no payment will be made under this contract. If a claim is asserted against ERV instead of against the liable party, the insured person shall assign the liability claims to ERV up to the amount of the expenses incurred.
B In the case of multiple insurance (voluntary or compulsory insurance), ERV shall provide its benefits on a subsidiary basis, unless the other insurer's terms and conditions also contain a subsidiary clause. in which case the statutory provisions for multiple insurance shall apply.
C If there are multiple insurance policies with licensed companies, the costs shall be reimbursed in total only once.

1.5 Other provisions
A Claims lapse five years after any loss events.
B The sole place of jurisdiction for the eligible claimant is their Swiss place of residence or the domicile of ERV, Basel.
C Any benefits unduly received by the insured person 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 Insurance Contract Act (ICA).
E ERV generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate of the day on which such costs were paid by the insured person.
F When ERV pays the claim, the insured person shall automatically assign the claim under the insurance contract to ERV as a lump sum.
G ERV provides insurance coverage and shall make payments for claims settlement or benefits only to the extent that such coverage, claims payments or benefits do not subject ERV to any sanctions, prohibitions or restrictions under UN resolutions, or to any trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

1.6 Obligations in the event of a claim
A In the event of a claim, please contact the ERV claims service, P.O. Box, CH-4002 Basel, Telephone +41 58 275 27 27, www.erv.ch/buyerprotect-e, claims@erv.ch.
B The insured person shall make every effort before and after the loss event to help avert or reduce the loss and clarify it.
C The insurer must be provided with
- any requested information,
- the necessary documents, and
- bank account details.

D All originals of the documents as well as damaged items shall be retained and made available upon request.

1.7 Culpable breach of obligations in the event of a claim
A In case of a culpable breach of obligations related to a loss event, the insurer may reduce the 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 released from the obligation to compensate if
- false information is provided intentionally,
- facts are concealed, or
- the required obligations (including the police report, statement of facts, confirmation, and receipts) are not fulfilled and the insurer suffers a disadvantage as a result.

2 Purchase insurance

The insurance covers movable items purchased brand new that are stolen or damaged.

2.1 Scope
A The insurance is valid worldwide.
B The insurance coverage begins on the date of purchase and continues for the duration specified in the overview of insurance benefits.

2.2 Insured events
A The insured item is stolen or damaged.
B Minimum value of item applies in accordance with the overview of insurance benefits.

2.3 Insured services
A The costs of repairing or replacing the insured item will be covered. The insurer decides whether the item is to be repaired, replaced by an item of equal value or whether compensation is to be paid up to the amount originally paid in accordance with the purchase receipt.
B The sum insured is capped per event and per order confirmation in accordance with the overview of insurance benefits.
If the damaged item is part of a pair or set, the insurer will only cover the cost of the damaged part – provided that the remaining part remains usable.
If the insurer pays the value of the entire pair or set, the undamaged part moves into possession and ownership of the insurer. Until the lost or damaged item is recovered, the existing part remains in the possession and ownership of the insurer. If the missing part is found, it too moves into possession and ownership of the insurer.

2.4 Exclusions
In addition to the general exclusions:
Uninsured items, services and events:
- loss or damage for which a third party is contractually liable as a manufacturer or seller under a repair contract;
- normal wear and tear;
- loss or damage resulting from handling or operating errors;
- purchases made via a peer-to-peer platform or auction platform;
- loss or damage to items due to temperature and weather conditions;
- animals and plants;
- consumables and perishable goods and/or goods with an expiry date;
- cash and digital assets (cryptocurrencies, crypto money, digital coins, non-fungible tokens etc.), cheques, admission tickets, shares or other tradable securities, precious metals in the form of bars or commodities;
- motor vehicles.

3 Online purchase protection (incl. services)

Insurance coverage applies to brand-new items purchased online that are not delivered or that are delivered incomplete or unusable.

3.1 Scope

A The insurance is valid worldwide.

B The item must have been purchased online.

3.2 Insured events

A The insured item:

a) is not delivered after the full purchase price has been debited and after a written warning has been sent to the delivery company, without giving reasons (notification of a delay in delivery);

b) is delivered in such a condition that it can no longer be used for its intended purpose, e.g. due to breakage or an incomplete delivery and this is notified to the seller in writing within 30 days of delivery;

c) does not correspond to the item as originally ordered and this is notified to the point of sale in writing within 30 days of delivery;

d) was returned to the point of sale. Despite a written warning sent to the point of sale and a request for an explanation, no refund of the purchase price or replacement delivery has been made within 90 days. The item must be undamaged, unused and in working order, and must not be a made-to-measure or personalised product.

B The service purchased online:

a) cannot be provided because of a fraudulent website or fraudulent service provider on a website;

b) cannot be provided or the money cannot be recovered;

c) cannot be provided within 30 days. The 30-day period begins on the date the loss or damage is discovered, but no later than the date the service should have been performed.

C A minimum value of item applies in accordance with the overview of insurance benefits.

3.3 Insured services

A ERV will reimburse the costs:

a) if the point of sale fails to deliver the item. The delivery date is set out in the overview of insurance benefits;

b) of returning the insured item to the point of sale as well as the purchase price, if the point of sale does not agree to the return or agrees but fails to provide a replacement delivery or refund the purchase price within the period specified in the overview of insurance benefits;

c) for the return of the insured item to the point of sale and the purchase price, provided that the conditions set out in Section 3.2 A d) are met;

d) of returning the insured item to the point of sale provided that the point of sale agrees to the return and to a replacement delivery or refund of the purchase price unless the seller bears the costs of the return shipment;

e) of the service purchased up to a maximum amount of the agreed insured amount.

B The costs of the return shipment and/or the purchase price of the insured item will be reimbursed in Swiss francs up to the maximum insured amount.

C The sum insured is capped per event and per order confirmation in accordance with the overview of insurance benefits.

D Any replacement delivery or refund of the purchase price by the point of sale after the insurer has refunded the purchase price must be assigned to the insurer.

3.4 Exclusions

In addition to the general exclusions:

Uninsured services, items, benefits and events:

- Non-delivery or delayed delivery of the insured item as a result of giving incorrect/invalid delivery address details;
- Loss or damage due to late delivery without the insured person's account being debited;
- Non-delivery of the insured item as a result of a strike by the logistics, transport or delivery companies;
- Goods offered for sale at online auctions;
- consumables and perishable goods and/or goods with an expiry date;
- cash and digital assets (cryptocurrencies, crypto money, digital coins, non-fungible tokens etc.), cheques, admission tickets, shares or other tradable securities, precious metals in the form of bars or commodities;
- motor vehicles;
- Animals and plants;
- Postponements of the deadline or voluntary cancellation of the contract by the insured person;
- If the purchase agreement did not provide for any refund in case of non-performance (e.g. if the tour is postponed due to bad weather);
- If the service could not be performed by the insured person's own fault (e.g. missing the deadline) or due to giving false/incomplete information;
- If no booking confirmation or other evidence could be presented;
- If the service provided failed to meet the insured person's expectations;
- Services from private individuals that were not sold via an intermediary platform;
- Crime-related services.

4 Glossary

G Gross negligence

Gross negligence means a failure to observe an elementary duty of care incumbent upon any reasonable person finding themselves in the same situation.

I Insured persons

An insured person is a holder of the insurance who can provide proof of having taken out the insurance and/or adhered to the collective insurance contract.