



# **TRAVEL INSURANCE**



## INFORMATIONS FOR THE INSUREE

EUROPÄISCHE REISEVERSICHERUNGS AG with registered office in Basel is the insurer pursuant to the general terms and conditions of insurance (AVB).

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form and in the accompanying AVB.

The AVB and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insuree.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case.

GENERAL CONDITIONS OF INSURANCE (AVB) E673

- 1 GENERAL PROVISIONS
- 2 CANCELLATION COST
- 3 SOS PROTECTION FOR UNEORESEEN INCIDENTS DURING THE TRIP

## 1 GENERAL PROVISIONS

1.1 Insured persons

The insured persons are those listed on the booking confirmation/arrangement invoice and for whom the insurance premium has been paid.

# 1.2 General Exclusions

- Not insured events:
  - a) having already occurred, were manifest or could theoretically have been diagnosed by a doctor on the occasion of a medical examination when the travel was booked. The provisions of Sec. 2.2 C and Sec. 3.2 C are reserved;
  - b) in connection with illnesses and accidents, which had not been detected by a doctor at the time of occurrence and confirmed by a medical certificate;
  - c) where the assessor (expert, doctor etc) is a direct beneficiary of or is related to or related by marriage to the policyholder;
  - d) which are attributable to a consequence of acts of war or terrorism, subject to the provisions of Sec. 3.2 A d). 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;
  - e) those in connection with abduction;
  - f) in connection with strikes or unrest of all kinds, storm and tempest damage, epidemics or quarantine, subject to the provisions of Sec. 2.2 A b) and 3.2 A b);
  - g) which are a consequence of dispositions made by a public authority;h) which occur on the occasion of participation in
    - competitions, races, rallies or trainings with motor vehicles or boats,
    - competitions and trainings in connection with professional support,
    - acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk;
  - 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;
  - k) or occur on the occasion of the wilful commitment or attempted commitment of crimes and misdemeanours;
  - which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
  - m) are caused by wilful/grossly negligent acts/failure to act on the part of the insured;
  - n) which are caused by ionising rays.
- 1.3 Claims against third parties
- 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 EUROPÄISCHE

has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to EUROPÄISCHE.

- B If such person has any damage claims against other licensed insurance companies, such claims will reimbursed from the benefits arising out this insurance only in proportion to the total amount of all benefits.
- C In case of losses which in accordance with legal provisions are covered by the accident insurance law, the Swiss federal military insurance or a foreign governmental insurance company, EUROPÄISCHE will, within the framework of the agreed benefits, cover only that part of the costs which are not covered by these other insurances.
- D Costs will only be reimbursed once even where there is more than one insurance policy with licensed companies.

## 1.4 Additional provisions

- A Claims superannuate 2 years after the claim.
- B The person entitled to the payment may chose his Swiss place of residence or the domicile of EUROPÄISCHE, Basel, as place of jurisdiction.
- C Payments received unrightfully from EUROPÄISCHE must be returned within 30 days to the company, including any expenses incurred by EUROPÄISCHE 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 EDA (Federal Department of Foreign Affairs) and the BAG (Federal Department of Health).

## 1.5 Claim Please contact

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- for information in connection with a loss, the Insurance claims Department of EUROPÄISCHE REISEVERSICHERUNGS AG, Steinengraben 28, P.O. Box, CH-4003 Basel, phone +41 61 275 27 27, fax +41 61 275 27 30, claims@erv.ch;
- in cases of emergency 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.

Careful observance of the duties mentioned below in the event of a loss will make it easier to offer assistance and rapidly handle the damage claim.

- The insured must take all steps which can help mitigate the consequences and elucidate the circumstances of the loss.
- B EUROPÄISCHE must be furnished immediately with
  - requested information and
  - the necessary documents and
  - account details (bank or post office account) should this be omitted the insured will bear all bank transfer charges.
- C In case of illness or accident a physician must be consulted as soon as possible and his instructions must be followed. The insured/entitled person must release the physician who treated him from the duty of secrecy vis-à-vis EUROPÄISCHE.
- D In case of culpable violation of the duties in connection with a loss EUROPÄISCHE 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.
- E EUROPÄISCHE will not make any payments if, particularly in the claims report, false representations are made or facts are concealed, if EUROPÄISCHE suffers any loss as a consequence.

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## 2 CANCELLATION COST

The general Conditions Sec. 1.1–1.5 are also applicable.

## 2.1 Special provisions, scope, policy period

The cancellation cost insurance is valid only if it is taken out within 8 days of receipt of the definitive booking confirmation. In the case of persons suffering from chronic mental illnesses, the ability of the insured to travel must be attested at the time when the booking is made. 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 journey has begun (check-in, on boarding the reserved mode of transport etc).

#### 2.2 Insured events

- EUROPÄISCHE grants insurance protection if an insured is unable to start his journey, for the rental of a holiday apartment, the hire of a boat or camper van, a language course, a sport event or hotel reservation etc. as a result to one of the occurrences listed below, provided such an occurrence begins after the journev has been booked:
  - a) severe illness, severe injury, severe pregnancy complication as well as death of the insured, of a person who is very close to the insured or of the acting representative at the place of work, so that the presence of the insured person at that place is indispensable;
  - b) severe deprivation of the insured's property at his place of residence as a consequence of fire, storm, theft or water damage, so that his or her presence at home is indispensable;
  - non-functioning or delay of the public means of transport caused by a techc) nical defect to be used to reach the official place of departure in the state of residence (airport, departure railway station, port or coach boarding place);
  - if the insured person, within the last 30 days before departure,
  - unexpectedly takes up a new job or
  - has his employment contract terminated by the employer through no fault of his own:
  - e) theft of tickets, passport or identity card.
- B If the person touching off producing the claim through an insured event is neither related by birth nor marriage to the insured, then there is only an entitlement to benefits if the latter would have to start/continue the journey alone.
- If an insured suffers from a chronic disease without this disease appearing to С call into question the journey at the time the journey is booked,  $\ensuremath{\mathsf{EUROPAISCHE}}$ will pay the incurred insured costs if the journey must be cancelled due to severe acute aggravation of this disease or if the person dies as a result of the chronic disease (subject to the provisions of Sec. 2.1).

#### 2.3 **Insured benefits**

- EUROPÄISCHE reimburses the actually incurred or contractually owed cancellation costs (excl. administrative fee and airport taxes) if the insured is unable to start the journey, as a result of an insured occurrence.
  - The total amount of this benefit is limited by the travel or flight price.
- B The additional costs for the late start of the journey up to an amount of CHF 3,000.per person, if the journey cannot be started due to an insured event at the scheduled time. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with Sec. 2.3 A.

#### 2.4 Exclusions

Payments are excluded

- a) in the case of all events listed under Sec. 1.2:
- b) if the renderer of services (travel operator, landlord, etc.) cancels the journey; c) if the illness/complaint which gave rise to the annulment is a complication or consequence of an operation already planned prior to the commencement of insurance coverage or at the time the journey was booked;
- d) in the event of cancellation in respect of Sec. 2.2 A a) without medical indication, and if the medical certificate was not made out as soon as the inability to travel could have been established;
- e) if the cancellation is the result of a mental illness
  - of persons in gainful employment which cannot be additionally substantiated by the presentation of a certificate of absence issued by the employer for the duration of the inability to travel certified by a medical practitioner; • of persons who are not in gainful employment which is not established and
  - attested by a psychiatric medical practitioner.

## 2.5 Claim

Sec. 1.5 is applicable and in addition:

a) The booking agency (travel office, transport enterprise, landlord, etc.) must be notified immediately.

- b) The following must be delivered to EUROPÄISCHE:
  - the confirmation of the booking/invoice for the journey 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.

### SOS PROTECTION FOR UNFORESEEN INCIDENTS 3 **DURING THE TRIP**

The general Conditions Sec. 1.1–1.5 are also applicable.

#### Special provision, scope, policy period 3.1

The insurance is valid only if the ability to travel is attested at the time when the booking is made in the case of persons suffering from a chronic mental disorder. The insurance cover is valid worldwide during the period of the booked journey (maximum 62 days).

#### 3.2 Insured events

- EUROPÄISCHE grants insurance protection if an insured has to discontinue, interrupt or prolong his journey, for the rental of a holiday apartment, the hire of a boat or camper van, a language course or hotel reservation etc as a consequence of one of the following events:
- a) severe illness, severe injury, severe pregnancy complication as well as death of the insured, of a person who is very close to the insured or of the acting representative at the place of work, so that the presence of the insured person at that place is indispensable;
- b) severe deprivation of the insured's property at his place of residence as a consequence of fire, storm, theft or water damage, so that his or her presence at home is indispensable;

- c) 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. Subject to the provisions of Sec. 3.2 A a);
- warlike events or acts of terrorism, within the first 14 days of such an event, d) if these have caught the insured unawares abroad;
- e) theft of tickets, passport or identity card.
- 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, then there is only an entitlement to benefits if the latter would have to continue the journey alone.
- С If an insured person is suffering from a chronic illness, without the travel 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, EUROPÄISCHE will pay the incurred insured costs if the journey must be cancelled due to severe acute aggravation of the disease or if the person dies as a result of the chronic disease (subject to the provisions of Sec. 3.1).

#### 3.3 **Insured benefits**

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EUROPÄISCHE will make the payments listed below up to the maximum total amount of CHF 250,000.-. А В

- In case of the occurrence of an insured event EUROPÄISCHE will bear
  - a) the costs for transfer into the nearest hospital suited for the treatment as well as the costs of a medically attended emergency transport to the hospital suited for the treatment at the place of residence of the insured;
  - b) the costs of a necessary search and rescue operation up to CHF 10,000.per person if the insured is considered to be lost or must be rescued;
  - c) the organisation and costs of the formalities required by the public authorities if an insured person dies during the travel. In addition, EUROPÄISCHE 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;
  - d) 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 two 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  $1^{\,\rm st}$  class ticket e) by train and economy class by plane;
  - a repayable cost advance up to CHF 5,000.- per person if an insured must f) 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 journey (without transport cost); this benefit is limited to CHF 10,000.- per person and to CHF 20,000.- per booking when several persons are insured;
  - either the additional costs for continuation of the journey including accommodation, subsistence and communication costs (for a maximum of 7 days) in an amount of up to CHF 700.- 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) up to CHF 5,000.- per person - for two persons who are very close to the insured - to his sickbed 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, k) but not the resulting account.

## 3.4 Exclusions

- No payments will be made
- a) in the cases listed under Sec. 1.2;
  b) if the ALARM CENTRE of EUROPÄISCHE has not given its prior approval to the payments that are to be made;
- if the travel enterprise changes or cancels the travel programme; c)
- d) in the event of termination, interruption or extension of the travel in respect of Sec. 3.2 A a) without medical indication or if no physician was consulted locally.

## 3.5 Claim

- Sec. 1.5 is applicable and in addition: a) In order to be entitled to benefits from EUROPÄISCHE, the ALARM CENTRE of
- EUROPÄISCHE must be notified immediately when an insured event occurs. b) The following items must be delivered to EUROPÄISCHE:
- the confirmation of the booking (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).

## EUROPÄISCHE REISEVERSICHERUNGS AG



