

General Terms and Conditions of Insurance GCI-E827-10/2021





Information on 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 Insurance Contract Act/Versicherungsvertragsgesetz).

Who are your contractual partners?

The risk carrier for this insurance is Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen, Switzerland. This insurance is provided by European Travel Insurance (entitled ERV in the GCI), a branch of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 56, P.O. Box CH-4002 Basel.

The following company is responsible for managing your policy: SWISSCARE Switzerland Ltd. (referred to as Swisscare in the GCI), Morgenstrasse 129, CH-3018 Bern.

Which law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises, for example, the application, the customer information, the Standard Terms of Insurance, and, if applicable, further special conditions or supplementary conditions, and also the policy. The Swiss Federal Law on Insurance Contracts also 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).

Which risks are covered, and what scope does the insurance coverage have?

The events for which ERV is obliged to provide a benefit are derived from the insurance policy and the relevant General Terms and Conditions of Insurance (GCI).

What type of insurance is it?

Your insurance is generally an insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g., application, policy, GCI).

Which insurance benefits are provided?

The amount or ceiling and type of insurance benefits can be found in the insurance policy and the relevant GCI.

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 policy and premium note. The premium is generally paid once a year. If the contract is terminated early, Swisscare reimburses the unused premium in accordance with the statutory and contractual provisions.

What are the obligations upon conclusion of the contract?

As the applicant, the individual policyholder is obliged pursuant to Art. 6 of the Swiss Federal Law on Insurance Contracts to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage). If the policyholder or insured person provides an incomplete or incorrect answer to a written question or a question in any other text form on conclusion of the contract, 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 duties do you, as policyholder, and the insured persons have?

The essential duties of the policyholder and the insured persons include, as examples, the following:

- In the event of a loss occurrence, please contact
 - for emergency transports within Switzerland, emergency number 144,
 - in the event of an emergency abroad (or the dog rescue service), the international emergency number 112 or the Alarm Center with 24-hour service, either by dialling the number +41 848 801 803 or by dialing the toll-free number +800 8001 8003, fax +41 848 801 804.
- The policyholder and insured persons must cooperate in clarifications of ERV, e.g. in clarifications in the event of a claim (obligation to cooperate).
- 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 leads 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 expiration of the agreed contract period, the contract will be tacitly renewed for successive terms of 365 days unless one of the contractual partners gives 90 days prior notice of termination in writing or any other text form. If the contract has been taken out for less than 365 days, it will expire on the date quoted in the policy.

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

- after a loss occurrence for which ERV has paid compensation:
 - 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.

Under what circumstances may the contract be cancelled?

The policyholder may cancel, in writing or any other text form, his/her application to conclude the contract or his/her declaration of acceptance of such a 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 their 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.

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 pursuant to the regulations of the legislator. Data which concerns business correspondence must be stored for at least 10 years from termination of the contract, and claims data for at least 10 years after completion of the loss occurrence.

The following main categories of data are processed: prospect data, customer data, contract and claims data, health data, data for injured parties and claimants and 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, Swisscare 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.)

The use of the male gender to facilitate readability is intended to also refer to the female gender.

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



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PACKAGE OPTIONS

All packages are subject to par.

SWISS144	1 General provisions
SWISS144 + travel protection plus	2 Rescue and recovery
	2 Rescue and recovery
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The following general provisions and the glossary apply to all ERV travel insurance contracts. The following parts (2–8) govern the cover provided by each type of insurance.

1 GENERAL PROVISIONS

1.1 Policyholder, 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 insured person must be in Switzerland or Liechtenstein when taking out the insurance policy.
- C If family insurance is arranged, the insured person and the following persons living with him/her in a joint household are insured: his/her spouse or cohabiting partner, parents, grandparents and children. Their underage children who do not live in the same household, as well as underage holiday and foster children, are also insured. A family also means 2 people living together with their children, if any.

1.2 Duration

- A Date of termination
 - a) After each loss occurrence for which ERV has paid benefits
 - the policyholder may terminate the insurance contract no later than 14 days of receiving notification of ERV's benefits and
 - ERV may terminate the insurance contract in writing or in any other text form at the latest upon payment of benefits.
 - b) The insurance ends 14 days after the notice of termination has been received by the other party.
- B If the policyholder moves their legal or habitual residence abroad, the insurance shall lapse as of the date that he moves away.
- C If the contract is cancelled before the end of the contract term for a statutory or contractual reason, ERV reimburses the premium not used unless
 - the individual 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 becomes invalid because the risk no longer applies (total loss or exhaustion of the benefits).

1.3 Payment and amendment of premiums

- A The premiums become due for payment on the date stated on the invoice. If the premiums are not paid as of the relevant due date, Swisscare will request payment from the individual policyholder within 14 days, at the latter's expense, and will make clear the consequences of failing to make payment, in writing or in any other text form. 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 can adjust the premiums and deductibles as of the beginning of any new insurance year. ERV will inform the individual policyholder of the change no later than 30 days prior to expiry of the current insurance year. If the individual policyholder does not agree with an increase in the premiums or deductibles, he/she may terminate the insurance contract in writing or in any





other text form. The termination will be valid if it is received by Swisscare no later than the last day of the current insurance year.

1.4 General exclusions

The events that are not insured are those

- a) having already occurred, or that were manifest when the travel service was booked or when the insurance was concluded. The provisions of par. 4.2 C, par. 5.2 C and par. 7.5 d) are reserved;
- b) arising in connection with illnesses and accidents which were not diagnosed by a doctor at the time of occurrence and documented by means of a medical certificate;
- c) for which the consultant (expert, doctor, etc.) who makes findings about the loss occurrence is a direct beneficiary or is related to the person covered by blood or marriage;
- d) which are attributable to a consequence of acts of war or terrorism, under reservation of the provisions pursuant to par. 4.2 A f);
- e) in connection with abduction;
- f) which are a consequence of official orders;
- g) which occur while taking part in
- competitions, races, rallies or training sessions with motor vehicles or boats,
- competitions and training sessions in connection with professional sport or an extreme sport,
- trekking trips and mountain tours when sleeping at altitudes of over 4,000 m above sea level,
- acts of daring (reckless actions), in which the person concerned knowingly exposes himself/herself to a particularly great risk;
- h) arising when driving a motor vehicle or a boat without the legally required driver's licence 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) arising on the occasion of the intentional and attempted commission of felonies and misdemeanours;
- m) arising 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;
- o) epidemics and pandemics and their consequences. All insured events listed exhaustively remain reserved.

1.5 Claims against third parties

A If the person covered has been compensated by a liable third party or their insurance, any reimbursement on the basis of the present contract is cancelled. If ERV is sued instead of the liable party, the person covered must assign their liability claims up to the amount of the expenses incurred by 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 legal provisions concerning double insurance shall apply.

C Where there is more than one insurance policy in place with licensed companies, costs will only be reimbursed once.

1.6 Other provisions

A Claims lapse five years after the loss occurrence.





- B The person entitled to claim may exclusively choose his/her Swiss place of residence or the domicile of ERV, Basel, as the place of jurisdiction.
- C Any benefits unduly received from ERV must be refunded to ERV within 30 days, together with any expenses incurred.
- D The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act/[Bundesgesetz über den Versicherungsvertrag] (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, 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 Swisscare without delay. If the insurance contract or the premium note, as applicable, cannot be delivered, the obligation of the insurer to provide benefits shall be suspended until the outstanding premium has been paid in full.
- G Swisscare invoices are payable within 30 days.
- 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 the event of loss occurrence

- A In the event of a loss occurrence, please contact
 - for emergency transports within Switzerland, emergency number 144,
 - in the event of an emergency abroad, the international emergency number 112 or the Alarm Center 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 is available all day and night (also on Sundays and public holidays). The Alarm Center will advise you on how to best proceed and will organise the necessary assistance,
 - in the event of a loss occurrence, the Insurance Claims Department of ERV, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, schaden@erv.ch.
- B The insured must do everything before and after the loss occurrence to help avert or reduce the loss and clarify it.
- C The insurer must immediately be furnished with
 - requested information and
 - the necessary documents and
 - bank details for payment (IBAN of the bank or postal account) – if <24>bank details are missing, the transfer fees of CHF 20 will be charged to the insured.
- D In the event of illness or accident, a doctor must be consulted immediately; the doctor must be informed of your travel plans and you must follow their instructions. The person covered/entitled person must release the physician who treated them from the duty of confidentiality vis-à-vis ERV.
- E In the case of culpable breach of obligations in the event of a loss occurrence, the insurer is entitled to reduce the compensation by the amount by which it would have been reduced had the person covered acted in accordance with the conditions.
- F The insurer's obligation to pay benefits lapses if intentionally false information is provided, facts are concealed or the required obligations are omitted (including but not limited to police





report, statement of facts and receipts) if this results in a disadvantage for the insurer.

2 RESCUE AND RECOVERY

2.1 Scope, duration

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

2.2 Insured events and benefits

A ERV provides insurance coverage as a consequence of unforeseeable severe illness, severe injury or death of a person covered.

B If the insured event occurs, ERV shall pay:

- a) the costs of the necessary immediate medical care by the rescue team and of transportation to the nearest hospital suitable for treatment;
- b) 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 Loss occurrence

In order to claim benefits from ERV, the emergency number 114 (in Switzerland) or the international emergency number 112 (abroad) must be notified immediately when an insured event occurs.

3 REPATRIATION

3.1 Scope, duration

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

3.2 Insured events and benefits

A ERV provides insurance coverage as a consequence of unforeseeable severe illness, severe injury or death of a person covered.

B If the insured event occurs, ERV shall pay

- a) The costs of medically attended emergency transport to the hospital suitable for treatment at the place of residence of the person covered.

Only ERV's doctors decide on the necessity, nature and timing of these benefits.

- b) The organisation and costs of the formalities ordered by the authorities if a person covered dies during the journey. 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 return to the last place of residence of the insured person.

3.3 Exclusions

The insured shall make use of the benefits pursuant to par. 3.2 via the Alarm Center and have these approved in advance by the Alarm Center or ERV. Otherwise, benefits are limited to a maximum of CHF 400 per person and event.

3.4 Loss occurrence

In order to claim benefits from ERV, ERV's Alarm Center must be notified immediately if an insured event occurs.



4 SOS PROTECTION FOR UNFORESEEN INCIDENTS DURING THE TRIP

4.1 Special provision, scope, policy period

Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued immediately before booking a travel service. 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:

- a) unforeseen severe illness, severe injury, severe pregnancy complication or death
- of a person covered,
- of a person travelling with the insured,
- of a person not travelling with the insured who is very close to the insured,
- of the direct deputy at the place of work, so that the presence of the person covered at that place is indispensable;
- b) strikes (except in the case of active participation) on the designated travel route abroad;
- c) unrest of any kind or natural disasters 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;
- d) severe damage to the insured's property at his/her place of residence as a consequence of fire, storm, theft or water damage, so that his/her presence at home is indispensable;
- e) failure of a booked or used means of public transport as a result of a technical defect, if continuation of the journey as scheduled is not, for such reason, guaranteed. Delays or detours of the booked or used means of public transport will not be regarded as failure. 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;
- f) warlike events or acts of terror within a period of 14 days after their first occurrence if the insured is caught unawares by such events and acts while abroad;
- g) theft of tickets, passport or identity card: benefits, in accordance with par. Only services pursuant to par. 4.3 B e) are insured.

B If the person who triggers the abandonment, interruption or extension of the travel service by an insured event is not related either by birth or by marriage to the person covered, entitlement to benefits shall only exist if the person covered would have to continue the journey alone.

C 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 travel is begun, ERV will pay the incurred insured costs if the travel must be cancelled because of 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 Decisive when assessing the entitlement to benefits is the event which triggers the abandonment, interruption or extension of the travel service. Previous or subsequent events are not taken into account.

B If the insured event occurs, ERV shall pay:

- a) 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;

- b) the extra costs of an unscheduled return, and this on the basis 1st class ticket by train and economy class by plane;
- c) 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);
- d) the costs corresponding to the unused part of the booked travel arrangement (excluding the costs of the originally booked return journey); this benefit is limited to the price of the travel 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;
- e) either the additional costs of continuation of the journey, including accommodation, subsistence and communication costs for calls to the Alarm Center (for a maximum of seven days), up to the amount of CHF 1,000 per person or up to CHF 1,000 if a rental car is used, regardless of how many people use the rental car;
- f) the travel costs (flight in economy class/medium-priced hotel) to the sickbed of the insured up to CHF 5,000 per person for persons who are very close to him if he must stay for more than 7 days in a hospital abroad;
- g) the organisation of the cancellation of mobile phones, credit and debit cards, but not the resulting costs.

C ERV is responsible for the decision on the necessity, nature and timing of these benefits.

4.4 Exclusions

- A The insured shall make use of the benefits pursuant to par. 4.3 via the Alarm Center and have these approved in advance by the Alarm Center or ERV. Otherwise, benefits are limited to a maximum of CHF 400 per person and event.
- B Benefits are excluded
 - a) if the service provider (travel company, hirer, event organiser, etc.) changes or interrupts the agreed service or, as the case may be, should have changed or interrupted the service for objective reasons;
 - b) 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 etc.) or if no physician was consulted locally;
 - c) if the illness/complaint which gave rise to the interruption or prolongation of the travel 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 was begun.

4.5 Loss occurrence

- A In order to claim benefits from ERV, the ALARM CENTRE or ERV must be notified immediately if an insured event occurs.
- B The following documents, among others, must be submitted 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. Insurance coverage applies worldwide and begins with the conclusion of the insurance or, in the case of existing insurance cover, with the booking of the travel and ends with the commencement of the insured travel (check-in, boarding of the booked means of transport, etc.).

5.2 Insured events

A ERV shall provide insurance coverage if the person covered is unable to take up the booked travel as a result of any of the following events, provided this occurred after conclusion of the insurance or booking of the travel:

- a) unforeseen severe illness, severe injury, severe pregnancy complication or death of a person covered,
- of a person travelling with the insured,
- of a person not travelling with the insured who is very close to the insured,
- of the direct deputy at the place of work, so that the presence of the person covered at that place is indispensable;
- b) strikes (except in the case of active participation) on the designated travel route abroad;
- c) unrest of any kind or natural disasters 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;
- d) severe damage 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;
- e) 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);
- f) if within the last 30 days prior to departure
- the person covered unexpectedly takes up a new permanent job with a new employer (promotions etc. are excluded) or
- the employment agreement of the insured person is terminated by their employer through no fault of their own;
- g) theft of tickets, passport or identity card.

B If the person who triggers the cancellation by an insured event is not related either by birth or by marriage to the person covered, entitlement to benefits will only exist if the person covered would have to undertake the travel alone.

C If an insured suffers from a chronic disease without this disease appearing to call into question the travel at the time when the insurance is taken out or when the booking of the travel is made, ERV will pay the incurred insured costs if the travel 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

A Decisive when assessing the entitlement to benefits is the event which triggers the cancellation of the travel service. Previous or subsequent events are not taken into account.

B If the insured event occurs, ERV shall pay the cancellation costs actually incurred (excluding security and airport taxes).

Overall, such benefit is limited by the price of the travel service or, as the case may be, the insured sum and shall amount to no more than CHF 5,000 per event and person or CHF 10,000 per event and family. Disproportionate or repeated processing fees are not insured.

C ERV reimburses the additional costs for the late start of the journey if the travel service cannot be started because of 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**

Benefits are excluded

- a) if the service provider (travel company, hirer, organiser, etc.) cancels the agreed service or should have cancelled the service for objective reasons;
- b) 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 was booked;
- c) 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;
- d) in the event of cancellation in respect of par. 5.2 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 or was obtained by means of a telephone consultation;
- e) if a cancellation is due to a mental or psychosomatic condition

- 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 **Loss occurrence**

A The booking office (travel agency, transport company, landlord, etc.) must be notified immediately after the event occurs.

B The following documents, among others, must be submitted to ERV:

- the confirmation of the booking/invoice for the travel 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 any other official document,
- a copy of the insurance policy.

6 LUGGAGE DURING TRANSPORT

6.1 **Scope, duration**

Insurance coverage applies worldwide exclusively during conveyance by public transport, as long as the insured items are in the care of a transport company.

6.2 **Insured items**

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

6.3 **Non-insured items**

The insurance does not cover

- a) valuable objects, cash and 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;
- b) objects purchased or received as gifts during the travel (such as souvenirs) which are not personal travel effects;



- c) items of value covered by special insurance.

6.4 Insured events

Loss, damage, destruction or late delivery (at least six hours) by a means of public transport are insured.

6.5 Insured benefits

A ERV indemnifies

- a) 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%;
- b) in the event of partial loss, the costs of repair, subject to a maximum of the current value;
- c) damage caused by breakage, up to a limit of 20% of the insured sum;
- d) spectacles, contact lenses, prosthetic devices and wheelchairs up to a limit of 20% of the insured sum;
- e) in the event of late delivery of the luggage 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. There is no right to compensation for the return journey to the place of residence.

B The insured sum of CHF 700 per person limits the total of all benefits in respect of losses arising during the duration of the insurance.

6.6 Exclusions

Benefits are excluded

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

6.7 Loss occurrence

A The person covered shall

- have the pertinent transport company confirm without delay the causes, circumstances and extent of the loss in the form of a statement of facts and also apply for compensation from that company,
- on return from the journey, immediately inform ERV in writing or any other text form and state the reasons for the claims.

B The following documents must be delivered to ERV, among others:

- the original copy of the statement of facts ("property irregularity report" etc.),
- the confirmation, receipts or evidence of purchase (originals),
- a copy of the insurance policy.

C Damaged items must be kept at the disposal of ERV.

7 MEDICAL AND HOSPITAL EXPENSES WORLDWIDE

7.1 Special provision, scope, policy period

Insurance is only valid for persons who have their civil-law domicile or habitual residence in Switzerland and have not yet reached the age of 80. 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**

Payments are excluded

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

7.3 **Uninsured illnesses**

Payments are excluded

- a) for general check-ups or routine consultations;
- b) for symptoms or illnesses which already existed when the insurance was taken out, together with their effects and complications;
- c) for 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) for disorders of the tooth or jaw;
- e) for consequences of contraceptive or abortive measures;
- f) for pregnancy or childbirth, together with attendant complications;
- g) for conditions of fatigue or exhaustion, and nervous, mental or psychosomatic disorders.

7.4 **Insured events and benefits**

A In the case of illness or accident, ERV will assume, as a supplement to the statutory Swiss social insurance schemes (HIA, LAI) and taking into account the benefits of any other supplementary insurance contracts, the costs incurred abroad 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 paid up to 90 days beyond the agreed insurance period provided the insured event (illness or accident) occurred during the insurance period.

7.5 **Exclusions**

Payments are excluded

- a) for deductibles and franchises from other insurances;
- b) for participation in riots and demonstrations of any kind;
- c) 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;
- d) for treatments or care abroad when the insured person went to the place for such treatment.

7.6 **Reimbursement of costs**

In the case of cost-intensive treatments, ERV shall issue cost credits (directly to the hospital) within the framework of this insurance and as a supplement to the statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurance contracts for all inpatient hospital stays. ERV shall not issue any



cost credits for outpatient treatment (medical, pharmaceutical and pharmacy costs).

7.7 Loss occurrence

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, among others, must be submitted to ERV:

- a detailed medical certificate,
- the medical, hospital and pharmacy bills,
- a copy of the insurance policy.

C At the request of ERV and at its expense, the insured person must at any time undergo a medical examination by the medical officer.

8 DOG RESCUE

Cover can only be taken out in addition to SWISS 144 or SWISS 144 + travel protection plus.

8.1 Scope, duration

Insurance coverage for the duration of the insurance specified in the insurance policy and exclusively in Switzerland.

8.2 Policy cover

ERV provides insurance coverage in the event of rescue and recovery performed on account of an insured event by means of a commercial helicopter transport company and coordinated by the operations centre named below. The scope of the insurance extends to dogs kept by the insured person.

The keeper is deemed to be the registered owner (to be identified by chip, ear tag or tattoo).

8.3 Insured events

ERV provides insurance coverage for rescue and recovery in the event of

- a) severe injury;
- b) severe illness including pregnancy and birth complications;
- c) death;
- d) falling and climbing to inaccessible places;

if the dog is located in an area that cannot be reached with any means of transport other than a helicopter.

8.4 Insured benefits

A Rescue

- Transportation of injured or ill dogs to the nearest place accessible with a vehicle or other means of transport.
- Transportation of the veterinary from the nearest place accessible with a vehicle or as coordinated by the Alarm Center for assessment, emergency care or euthanasia of dogs that cannot be transported.

B Recovery

- Transportation of dead animals to the next place accessible with a vehicle or another means of transport.

C If an insured event occurs, ERV will assume costs up to a maximum of CHF 2,000.



D Cumulated rescues

- If more than one dog is rescued, the rate will be reduced in each case by at least 20% as of the third animal. If several insured animals are involved in an accident arising from the same loss occurrence, the compensation payable by ERV is limited to the maximum claim of CHF 15,000. If the entitlements exceed this amount, this total will be shared proportionately.

8.5 Conditions, exclusions

- a) All benefits must be exclusively notified to and coordinated by ERV's Alarm Center.
- b) Benefits may only be performed in compliance with valid animal protection regulations.
- c) Live animals must be capable of being transported. Capability of being transported must be confirmed by the responsible official veterinary.
- d) Animals that cannot be transported must be euthanized by an authorised person or veterinary.
- e) Cover is subsidiary to existing insurances, third-party contributions and memberships.
- f) Benefits for dogs harmed/killed by lightning or rock slides are excluded.
- g) Whether a deployment can be performed is the decision of the helicopter transport company. No search flights, night flights or flights with increased danger for the crew will be performed. Neither Swisscare, nor the insurer, nor the transport company will accept any liability for flights not performed.
- h) The costs of the veterinary treatment are excluded.

6 Loss occurrence

A In order to claim benefits from ERV, ERV's Alarm Center must be contacted immediately using the number +41 848 801 803 or the toll-free number +800 8001 8003 when an insured event occurs.

B The Alarm Center will make arrangements, perform the deployment or, as necessary, employ local transport partners. The following information is required from the insured keeper of animals to coordinate the benefits:

- identification / details of the keeper of animals / the insured person;
- contact person on site including telephone number;
- breed of dog and weight;
- location of deployment, name of the alp or coordinates;
- nature of the terrain, including any indication of obstacles such as cables or masts;
- transport objective;
- urgency;
- condition of the dog.

9 GLOSSARY

A Cancellation costs
If the traveller withdraws from the contract, the travel agent loses the claim to the agreed travel price. The travel agent may, however, demand appropriate compensation. The amount of compensation is determined by the travel price less the value of the expenses saved by the travel agent as well as what the travel agent can acquire through other use of the travel services.

A Abroad
Neither Switzerland nor the country in which the person covered has a permanent residence is regarded as a foreign country.

B Official order
Official order means any instruction or decree issued by an official authority (detention, entry or exit bans, closure of borders and/or airspace, quarantine, etc.). It is of mandatory nature.

R Recovery
Recovery consists of extracting and securing injured (or deceased) persons or animals from the danger area.

E Natural event
Sudden, unforeseeable natural event with a catastrophic character. The damaging event is triggered by geological or meteorological processes.

E Epidemic
An epidemic is an infectious disease which occurs to an above-average extent, in terms of both place and time, if it poses a threat to life and limb.

E Extreme sport
Exercising exceptional sporting disciplines, whereby the person concerned is exposed to the highest physical and mental stress (e.g. Ironman Hawaii distance).

G Gross negligence
Gross negligence is committed by anyone who violates an elementary duty of caution, the observance of which is imposed on any reasonable person in the same situation.

K Illness
Illness is any impairment of physical, mental or psychological health which is not the result of an accident and which requires medical examination or treatment or results in incapacity for work.

P Public transport
Public transport includes all air, land or water vehicles registered for public passenger transport. Public transport does not include means of transport used for sightseeing tours/flights, rental cars and taxis.

P Pandemic
A pandemic is the transnational, global spread of an epidemic.

R Travel service/arrangement
Travel services/arrangements are, for example, deemed to be the booking of a flight, a ship, a bus or train journey, a bus transfer or other transport to the place of stay or back, or the on-site booking of a hotel room, holiday flat, mobile home or houseboat or the charter of a yacht.

R Rescue
Rescue constitutes averting danger to persons or animals by extracting them, using technical means to effect the rescue, from a predicament that is dangerous to their life or health.

S Switzerland
Switzerland and the Principality of Liechtenstein are included in the scope of application.

T Terrorism
Terrorism is defined as any act or threat of violence to achieve political, religious, ethnic, ideological or similar objectives. The act or threat of violence is likely to spread fear or terror



among the population or parts of the population or to influence a government or state institutions.

U Accident

An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body resulting in impairment of physical, mental or psychological health or death.

U Unrest of any kind

Acts of violence against people or property by gangs or during violent demonstrations or rioting.

V Insured persons

Insured persons are the persons named in the policy or in the payment receipt or the group of persons described in the policy.

P Policyholder

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

W Valuable items

Valuable items include jewellery with or without precious metal; furs; watches; binoculars; leather clothing; hardware; mobile phones; photographic, cinematographic, video and audio equipment; and apparatus of all kinds, each including accessories.

P Place of residence/state of residence

The country of residence is the country in which the person covered has their civil-law domicile or habitual abode or last had it before commencement of the insured stay.