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# Information about your insurance policy.

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# Information about your insurance policy

Dear Client,

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Par. 3 of the Insurance Contract 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 the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. The insurance lies with: European Travel Insurance (entitled ERV in the General conditions of insurance), a branch of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 26, P.O. Box, CH-4002 Basel. The risk carrier for travel legal protection is: Coop Rechtsschutz AG (entitled CRS in the General conditions of insurance), Entfelderstrasse 2, CH-5001 Aarau.

## What law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises, for example, the proposal, the customer information, the General Conditions of Insurance and, where applicable, further special conditions or supplementary provisions, and also the policy. The Federal Act on Insurance Policies (IPA) 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).

## What risks are covered and what scope does the insurance cover have?

The insurance application, the corresponding General terms and conditions of insurance (GCI) and/or any Special conditions (SC) stipulate the events upon whose occurrence ERV is obliged to make a payment.

## What kinds of insurance are involved?

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).

## What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits can be gathered from the insurance application, the policy and the corresponding GCI or SC. The same applies to any deductibles or waiting period.

## How high is the premium payable?

The amount of the premium depends on the insurance cover selected and on the insured risks. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the quote, the insurance application or in the policy and premium note. If the contract is terminated early, ERV reimburses the premium not spent in accordance with the statutory and contractual provisions.

## What duties apply on taking out the policy?

As the applicant, the policyholder is obliged under Article 6 of the Swiss Federal Act on Insurance Contracts to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage/losses). 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 the following, for example:

- In the event of a claim, it must be reported to ERV immediately, e.g. using the 24-hour helpline +41 848 801 803.
- The policyholder and insured persons must co-operate in clarifications of ERV, e.g. in clarifications in the event of a claim (obligation to co-operate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate loss).

## 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 term of the contract is less than 365 days, it terminates on the expiry date stated in the policy.

The contract may be terminated prematurely by tendering cancellation notice

- 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 by ERV: by the policyholder at the end of the insurance year, if he does not agree with the revision. 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.

## When is there a right of cancellation?

The policyholder may cancel, in writing or any other text form, their application to conclude the contract or their 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 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.

## What personal data is processed and why?

All personal data will be processed in accordance with the applicable data protection legislation. The body responsible for processing your personal data is ERV. In the notes on data protection at [www.erv.ch/datenschutz](http://www.erv.ch/datenschutz) you will find further information on the purposes of the processing (e.g. conduct of insurance companies, 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?

In the event of reminders and debt enforcement, ERV charges the following fees:

- fee for a statutory reminder CHF 20,
- fee for initiating debt enforcement (plus official enforcement costs and court costs) CHF 50,
- fee for the deletion of a debt enforcement CHF 80 (deletion will only be performed if all outstanding amounts have been settled).

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