ERV, ST. ALBAN-ANLAGE 56, P.O. BOX, CH-4002 BASEL
PHONE 058 275 22 10, FAX 058 275 27 42
INFO@ERV.CH, WWW.ERV.CH

Hire car cover

Excess waiver for covered comprehensive and theft claims on the hired vehicle up to CHF 10,000 plus liability supplement up to 5 million CHF.

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 (Art. 3 of the Insurance Contract Act).

Who are your contractual partners?
The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd (entitled Helvetia in the GIC), Dufourstrasse 40, 9001 St. Gallen. The insurance lies with: European Travel Insurance (entitled ERV in the GIC), a branch of Helvetia Swiss Insurance Company Ltd, headquartered at St. Alban-Anlage 56, P.O. CH-4002 Basel. Helvetia is responsible for the liability supplement.

Who is the policyholder?
The policyholder is DER Touristik Suisse AG, based at Herostrasse 12, CH-8048 Zurich.

What risks are covered and what scope does the insurance cover have?
The events, upon the occurrence of which ERV is obliged to pay a benefit, result from the selected insurance cover, which is concluded by the policyholder confirming the travel booking, the corresponding General Conditions of Insurance (GCI) and any Special Conditions (SC).

What insurance benefits are paid?
The amount and/or maximum limit and the type of insurance benefits are to be taken from the confirmation of the travel booking of the policyholder, the corresponding GCI and the SC. The same applies to any deductibles and waiting periods.

Which people are insured?
On account of the group insurance policy concluded with the policyholder, ERV grants insurance cover protection to the persons designated on the confirmation of the travel booking of the policyholder as well as a direct right to claim in connection with the insurance benefits. The insured persons result from the travel booking confirmation of the policyholder and the General Conditions of Insurance (GCI).

How high is the premium payable?
The premium is explicitly communicated as part of the procedure for joining the group insurance policy. Details on the premium and the statutory duties and fees (e.g. Swiss federal stamp) can be found on the premium invoice or the travel booking confirmation of the policyholder.

What responsibilities do the insured persons have?
The essential duties of the insured persons include the following, for example:
- In the event of a claim, it must be reported to ERV immediately.
- The 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).
- If a change in the material circumstances recorded in the insurance application and policy lead 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 insurance begins on the date of joining the group policy and lasts as per the details given on the policyholder's travel booking confirmation.

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 in accordance with the regulations of the legislator. Data which concerns business correspondence must be stored for at least 10 years from contract termination and claims data for at least 10 years after completion of the claim.

In essence, the following data categories are processed: interested parties data, customer data, contract and claims data, health-related data, data from injured parties and claimants as well as 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 else must be observed?
The actual insurance contract remains authoritative in any case.

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

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

GENERAL CONDITIONS OF INSURANCE (GCI) E769

1 GENERAL PROVISIONS
2 EXCESS GUARANTEE
3 LIABILITY SUPPLEMENT

1 GENERAL PROVISIONS

1.1 Scope of insurance, scope of application, period of validity

The insurance covers the vehicle rented by the insured person. The insurance cover is applicable worldwide for the duration of the hire as stated in the booking or reservation confirmation.

1.2 Insured persons

This insurance covers those people listed on the policy. The insurance covers people who have their place of residence in civil law or habitual abode

a) in Switzerland;
b) in the European Union (EU), as long as they book their travel service together with the policy in Switzerland and the policy is valid for less than 4 months;
c) outside Switzerland, as long as they are spending their staying in Switzerland with a Schengen visa.

1.3 Insured vehicles

Passenger cars, motor homes, campers, motor caravans, camping buses or motorcycles (this list is exhaustive) hired by an insured person and authorised by law for highway use, are insured.

1.4 General exclusions

Benefits are excluded:

a) in the event of claims related to a breach of the contract with the vehicle hire company;
b) in respect of claims which arise when driving the motor vehicle without the driver's licence required by law or if the accompanying person prescribed by law is not present;
c) in the event of claims caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
d) in the event of claims caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
e) in the event of claims which result from acts of war, terrorism or official rulings;
f) in the event of claims which occur off the public highway or on unofficial roads or on race tracks;
g) in the event of claims which occur on the occasion of participation in races, rallies or training for such events;
h) in the event of claims which occur during the deliberate commission of crimes and offences and attempts to do so.

1.5 Claims against third parties

A 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 ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to 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 statutory provisions concerning double insurance shall apply.

C Costs will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

1.6 Additional provisions

A Claims superannuate 2 years after the claim.

B The insured person may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, or of Helvetia, St. Gallen, as place of jurisdiction.

C Payments received unrightfully from ERV must be returned within 30 days to the company, including any expenses incurred by ERV 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 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.

F When ERV pays the claim, the policyholder shall assign his claim resulting from the insurance contract as an automatic lump sum to ERV.

G ERV only provides insurance cover, and may only be liable for damage claims or other benefits in so far as these are not in breach of any sanction or restriction per UN resolutions, or in breach of any trade or economic sanctions imposed by Switzerland, the European Union or the United States of America.

1.7 Obligations in case of claim

A Please contact in case of claim, the Insurance Claims Department of ERV, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch.

B The following procedure must be respected absolutely on the site: the insured/entitled person must

a) take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the claim event;
b) notify the vehicle hire company immediately in the event of a claim;
c) if other road users are involved in an accident, notify the local police at once and request an official investigation or a report on the incident (police report, accident report);
d) on return of the hired vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
e) pay any excesses directly himself on site.

C ERV must be furnished immediately with

- requested information and
- the copy of the vehicle rental agreement and the original report on the circumstances (police report, accident report) and
- account details (IBAN of bank or post office account) – should this be omitted, the insured will bear all bank transfer charges of CHF 40.

D In case of deliberate breach of obligations in the event of a claim, the insurer is authorised to reduce the compensation by the amount by which it would have been reduced if the insured party had conducted himself in compliance with the terms and conditions.

E ERV will not make any payments if

- false representations are made,
- facts are concealed,
- the obligations (e.g. report on the facts of the case and receipts) are omitted,

if ERV suffers any loss as a consequence.

2 EXCESS GUARANTEE

2.1 Scope of insurance

The insurance is an excess waiver insurance for hired vehicles and relates to the vehicle rented by the insured person. The insurance cover is applicable worldwide for the duration of the hire as stated in the booking or reservation confirmation.

2.2 Insured events

The term insured events means damage to the hired vehicle (excl. inventory) covered by an existing comprehensive or theft insurance.

2.3 Insured benefits

A On the occurrence of an insured event, ERV pays the repair costs incurred subject to a maximum of the excess charged by the hire car insurance. Any consequential costs such as no-claims bonus loss, premium increase or loss of rental are excluded.

B The amount of the insurance benefit is based on the respective excess, the total amount is limited to the insured amount and is a maximum of CHF 10,000 per hire agreement. Tyre damage is covered up to a maximum of CHF 1,000.

2.4 Exclusions

Benefits are excluded:

a) if the comprehensive or theft insurer declines the claim;
b) in the event of claims for which the main insurance does not stipulate an excess;
c) in the event of material damage to the oil sump;
d) in the event of claims caused by loss of, or damage to, the car key.

2.5 Claim

The following documents must i.a. be submitted to ERV:

- a copy of the vehicle rental agreement,
- the evidence of payment of the guarantee (receipt for the car hire or evidence of debit to a credit card),
- the original report on the circumstances (police report, accident report),
- a copy of the final account statement from the vehicle hire company,
- the statement confirming payment of the invoiced excess,
- a copy of the insurance policy.

3 LIABILITY SUPPLEMENT

3.1 Scope of insurance cover

If the sum insured under the motor vehicle liability insurance for the rental vehicle is less than 5 million CHF, Helvetia offers insurance cover for losses which are insured under the liability insurance of the rental vehicle, but which exceed the sum insured. The insurance cover is limited to that part of the loss which exceeds the sum insured of the motor vehicle liability insurance for the rental vehicle.

3.2 Insured liability

Cover is provided for the statutory liability of the insured as the driver of the rental vehicle referred to in par. 1.3 as a consequence of

- death of, injury to or other damage to the health of persons (personal injury);
- destruction of, damage to or loss of property (property damage). The killing, injury, or other damage to health or loss of animals is equated with property damage.

3.3 Insured benefits

A The benefits provided by Helvetia consist of compensating justified claims and warding off unjustified claims and are limited by a maximum sum insured of 5 million CHF; any interest on losses, costs of loss mitigation, expert opinions, lawyers' fees, court costs and compensation paid to parties are included in the maximum sum insured.

B The benefits will be paid on a subsidiary basis to other insurers required to assume the losses. Benefits due under the liability insurance of the rental vehicle will be deducted from the benefits due under the present policy.

3.4 Exclusions

A The following are not covered:

a) liability for losses relating to the person or belongings of an insured person;
b) liability for property damage incurred by the spouse or registered partner of the insured, his relatives of ascending and descending lineage and by persons residing in the same household as the insured;
c) liability of persons not designated as insured persons in the insurance contract (e.g. of other persons who use the rental vehicle without authorisation) and liability of the insured for damage/losses caused by persons for whom he is responsible;
d) liability of persons barred from using the vehicle by legal or official regulations and damage/losses in connection with journeys which were not permitted by the law, the authorities or for other reasons;
e) liability arising from the use of vehicles for which no liability insurance has been taken out;
f) liability arising from the transportation of hazardous loads;
g) damage to the insured vehicle and damage to property attached to or carried in these vehicles and personal injury to passengers;
h) damage/losses that the insured should have expected to be highly likely to occur;
i) financial loss that is attributable neither to insured personal injury nor to property damage suffered by an injured party;
k) claims based on a contractually assumed liability beyond the scope of the statutory provisions;
l) damage/losses arising during journeys undertaken by the insured in return for remuneration;
m) liability for loss events for which no insurance cover is provided by the motorvehicle liability insurance of the rental vehicle or for which benefits have beencurtailed by the motor vehicle liability insurer and for the replacement of anydeductible set by the liability insurance of the rental vehicle.

B All rights of recourse and compensatory claims arising from the insurance policies taken out for the rental vehicle are excluded.

3.5 Claim

A ERV is the representative of Helvetia Swiss Insurance Company Ltd for the present liability insurance and issues the policies in its name and checks any claims for cover. All communications in connection with the present insurance contract should therefore be addressed to ERV. In the event of a loss which is likely to have consequences relevant to the insurance policy or in the event of liability claims being brought against the insured, the insured shall be obliged to notify ERV without delay. In addition to the documents specified under par. 1.7 C, notifications must also be accompanied by a copy of the motor vehicle liability policy of the rental vehicle and the relevant contact details.

B ERV is authorised by the insured to obtain additional information from all insurance companies. The insured releases insurance companies, central information systems belonging to insurance companies and other associated parties from their duty of confidentiality and grants them the authority to provide ERV or Helvetia with any information relating to the implementation of the insurance contract.

C Helvetia reserves the right to appoint, on behalf of the insured, a defence counsel or lawyer, to whom the insured must grant power of attorney. Helvetia will conduct binding negotiations with the injured party, at its discretion either as the representative of the insured or in its own name.

D Helvetia‘s settlement of the injured party‘s claims is binding on the insured in all cases. The insured is obliged to support Helvetia in determining the facts of the matter and to refrain from taking any separate position on the injured party‘s claims (contractual fidelity). In particular, the insured may not recognise liability claims or remit any payments to injured parties or assign claims under this insurance contract to injured parties or to third parties and will moreover leave the conduct of any civil litigation to Helvetia. If opponent’s court costs are awarded to an insured person, Helvetia is entitled to these unless they are intended to cover the insured person’s personal expenses.