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# General conditions of insurance (GCI). Annual Travel Cover.

European Travel Insurance ERV  
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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 (Art. 3 of the Swiss Insurance Policies 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, 9001 St. Gallen, Switzerland. Responsibility for this insurance lies with: European Travel Insurance (referred to as ERV in the General Conditions of Insurance), a branch of Helvetia Swiss Insurance Company Ltd, headquartered at St. Alban-Anlage 56, P.O. Box, CH-4002 Basel.

## What law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises, for example, the application, the customer information, the General Conditions of Insurance and, if applicable, further special conditions or supplementary provisions, and also the policy. The Swiss Federal Act on Insurance Policies shall apply. 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 is the scope of the insurance cover?

The events in respect of which ERV is obliged to make a payment are determined by the selected insurance cover, the conclusion of which is evidenced by the policyholder's travel booking confirmation, the corresponding General Conditions of Insurance (GCI) and any Special Conditions (SC).

## What type of insurance is this?

Your insurance is, as a general rule, 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 found in the policyholder's travel booking confirmation and the corresponding GCI and SC. The same applies to any deductibles or waiting periods.

## Which persons are insured?

On the basis of the group insurance contract concluded with the policyholder, ERV provides the persons named on the policyholder's travel booking confirmation with insurance cover, as well as a direct right of claim in connection with the insurance benefits. The insured persons are specified in the policyholder's travel booking confirmation and the General Conditions of Insurance (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 quote, the insurance application or in the policy and premium note. The premium is paid once a year. If the contract is terminated early, ERV reimburses the premium not spent in accordance with the statutory and contractual provisions.

## What obligations apply on concluding the contract?

As the applicant, the policyholder is obliged under Article 6 of the Swiss Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, prior claims). If, when concluding the contract, the policyholder or the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, 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 loss already sustained if the occurrence or scope of such damage was influenced by the incorrectly or incompletely disclosed fact. If benefits have already been paid for such losses, repayment may be demanded.

## What other obligations do insured persons have?

The principal obligations of the insured persons include the following, for example:

- If a loss event occurs, it must be reported to ERV immediately.
- Policyholders and insured persons must co-operate with enquiries by ERV – into a claim, for example (obligation to cooperate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate the loss (loss mitigation obligation).

## When does your insurance contract commence and end?

The contract commences and ends on the date stated in the insurance application and in the policy. If a proof of insurance or a provisional cover note was issued, ERV provides insurance cover from the day fixed therein until the delivery of the policy. After expiry of the agreed contract term, the contract is tacitly extended by 365 days at a time unless one of the contracting parties terminates the contract in writing or in another text form, giving 90 days' notice. If the term of the contract is less than 365 days, it terminates on the expiry date stated in the policy. If the policyholder moves his legal domicile or habitual abode abroad, the insurance lapses as of the relocation date.

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

- after a loss event for which ERV has paid benefits:
  - by the policyholder within 14 days of being notified of the payment; the insurance cover terminates 14 days after receipt of the notice of termination;
  - by ERV at the latest when the payment is made; insurance cover expires 14 days after the notice of termination is received;
- in the event of an increase in the premiums or the deductible or changes to the GCI on the part of 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.

## When is there a right of revocation?

The policyholder may revoke, in writing or any other text form, his application to conclude the contract or his declaration of acceptance of such contract. The period of revocation 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 revocation or submitted his notice of revocation to the postal service on or by the last day of the revocation period. The right of revocation is excluded in the case of group personal insurance, provisional confirmation of cover and agreements with a term of less than one month. An annual premium/single premium remains due if an injured third party can credibly make claims against ERV.

## What personal data is processed and why?

All personal data is processed in accordance with current data protection legislation. ERV is responsible for processing your personal data. In the notes on data protection at [www.erv.ch/datenschutz](http://www.erv.ch/datenschutz), you will find further information on the purposes for which personal data is processed (e.g. conduct 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 fees are charged?

ERV charges the following fees for reminders and debt collection:

- Fee for a legal 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.)

## What else must be observed?

The specific insurance contract remains authoritative in every case.

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

## General Conditions of Insurance (GCI)

- 1 General provisions for all package options
- 2 Cancellation costs
- 3 SOS protection
- 4 Flight delay
- 5 Baggage
- 6 Medical and hospital expenses worldwide
- 7 Airline and service provider insolvency protection
- 8 Volcanic eruption and natural disasters
- 9 Travel legal protection
- 10 Air accident
- 11 Compensation for resitting a residential-course language examination
- 12 COVID-19
- 13 Deductible guarantee for rental vehicles/Road Trip supplementary package
- 14 Glossary

## Overview of insurance benefits

It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. In each case, however, the benefits/sums insured under the insurance taken out remain authoritative. Unless otherwise stipulated, the maximum sums insured apply per event.

Description of the insurance benefit	Sums insured Maximum benefit sums in CHF				
	Multi Trip Easy	Multi Trip Clever Individual	Multi Trip Clever Family	Multi Trip Comfort Individual	Multi Trip Comfort Family
Scope	worldwide, unless otherwise stipulated				
Deductible per claim	no deductible payable				
<b>Cancellation costs</b> The trip cannot be commenced.	2,000	20,000	50,000	30,000	60,000
<b>SOS protection</b> Events during the trip: Transport to nearest suitable hospital for treatment Medically attended emergency transportation/repatriation Search and rescue costs Repatriation in event of death Additional costs for continuation of trip	unlimited unlimited 10,000 unlimited 1500	unlimited unlimited 10,000 unlimited 1500	unlimited unlimited 10,000 per person unlimited 1500 per person	unlimited unlimited 30,000 unlimited 1500	unlimited unlimited 30,000 per person unlimited 1500 per person
<b>Flight delay</b> Missed connecting flight.	–	1,000	1,000 per person	1,000	1,000 per person
<b>Baggage</b> The baggage was stolen, damaged or delivered late.	–	500 per trip	1,000 per trip	2,000 per trip	4,000 per trip
<b>Medical and hospital expenses worldwide</b> Outpatient treatment or inpatient stay in a hospital abroad.	–	–	–	1,000,000	1,000,000 per pers.
<b>Airline and service provider insolvency protection</b> Rebooking costs in event of insolvency of service provider.	–	–	–	2,000	2,000 per person
<b>Volcanic eruption and natural disasters</b> The trip cannot be commenced or continued due to a natural disaster.	–	–	–	2,000	2,000 per person
<b>Travel legal protection Europe</b>	–	–	–	250,000	250,000
<b>Travel legal protection worldwide</b>	–	–	–	50,000	50,000
<b>Air accident</b> Capital benefit in event of accident or death.	–	–	–	100,000	100,000 per person
<b>Compensation for resitting examination</b> In event of failure to pass original examination.	–	–	–	1,000 per trip	1,000 per trip
<b>COVID-19 Basic</b>	incl.	incl.	incl.	incl.	incl.
<b>COVID-19 Supplement</b>	–	–	–	incl.	incl.
<b>Cost advance for hospitalization abroad</b>	5,000	5,000	5,000 per person	5,000	5,000 per person
<b>Leisure protection</b> Events during leisure activity.	250	500	500 per person	1000	1,000 per person
<b>Dog and cat</b> Events involving pets.	–	–	–	incl.	incl.
<b>SOS protection at home</b> Organizing assistance in event of emergency during absence from home.	incl.	incl.	incl.	incl.	incl.
<b>Alarm center</b>	In an <b>emergency</b> the insured person can contact the alarm center, which provides a 24-hour service 365 days a year. In the event of an incident during the trip, the alarm center must be contacted on +41 848 223 330 or +800 222 333 30.				

## Road Trip supplementary package

The supplementary package complements an existing active annual travel policy with ERV.

It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. In each case, however, the benefits/sums insured under the insurance taken out remain authoritative.

Description of the insurance benefit	Sums insured Maximum benefit sums in CHF
<b>Road Trip supplementary package</b> The Road Trip supplementary package comprises two insurance modules: Breakdown assistance for own vehicles and a deductible guarantee for rental vehicles.	

<b>Breakdown assistance</b>	
Scope	Europe including Switzerland
Duration of the insurance	max. 31 days
Deductible per claim	no deductible payable
Insured person	Persons living in the same household
Insured vehicles	Passenger cars, motorhomes up to 3,500 kg, trailers, motorcycles (exhaustive list) from place of residence.
Towing costs	400
Parking fees	300
Vehicle recovery	2,000
Forwarding spare parts	incl.
Rail journey to location of vehicle if being collected by the driver.	actual costs/included

<b>Deductible guarantee for rental vehicles</b>	
Scope	worldwide
Duration of the insurance	max. 31 days, according to booking and reservation confirmation
Deductible per claim	no deductible payable
Insured rental vehicles	Passenger cars, motorhomes, camper vans, caravans, camping buses, minibuses, motorcycles, e-bikes, houseboats (exhaustive list).
Deductible from damage/losses covered by comprehensive or theft insurance	10,000
Supplement to other rental vehicle breakdown assistance cover	400

## Optional individual product

This product can also be taken out where there is no basic insurance with ERV. It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. In each case, however, the benefits/sums insured under the insurance taken out remain authoritative.

Description of the insurance benefit	Sums insured Maximum benefit sums in CHF
<b>Deductible guarantee for rental vehicles</b>	
Scope	worldwide
Duration of the insurance	according to booking/reservation confirmation
Deductible	no deductible payable
Insured person/insured vehicle	Passenger cars, motorhomes, camper vans, caravans, camping buses, minibuses and motorcycles (exhaustive list).
Deductible from damage/losses covered by comprehensive or theft insurance	10,000

# 1 General provisions

## 1.1 Insured persons and policyholder

A This insurance covers the persons specified in the policy.

B The policyholder is the natural or legal person who has concluded an insurance contract with ERV. The insurance is valid

- if the policyholder has his legal domicile in Switzerland or Liechtenstein;
- if the policyholder does not have his legal domicile in Switzerland or Liechtenstein, provided that the insurance cover lasts no more than four months. In this case, the policyholder must be in Switzerland or Liechtenstein when taking out the insurance policy.

C If family insurance is arranged, the policyholder and the following persons living in the same household are insured: spouse or cohabiting partner, parents, grandparents and children. Minor children who do not live in the same household, as well as any foster children and children for whom the policyholder has holiday responsibility, are also insured. Two persons living in shared accommodation with their children are equivalent to a family.

## 1.2 Period of validity for a combination of different products

If several products with a different policy period are combined, the policy period is separate for each product.

## 1.3 General exclusions

The insurance does not cover events

- which have already occurred or were manifest when the insurance was taken out or the travel service was booked. The provisions of paras. 2.2 D, 3.2 C and 11.5 a) remain reserved;
- in connection with illnesses or accidents which were not identified by a doctor at the time of occurrence and confirmed by a medical certificate or

medical certificates that were only obtained by telephone consultation;

- where the assessor (expert, doctor, etc.) who makes the findings on the loss event is a direct beneficiary or is related to the insured person by birth or marriage;
- which are a consequence of warlike events or are due to terrorism, subject to the provisions of par. 3.2 A e);
- which are in connection with abductions;
- events which are a consequence of official orders, subject to the provisions pursuant to par. 9.3, par. 9.4, par. 8.2 and par. 8.3 and par. 12;
- which occur when taking part in
  - competitions, races, rallies or training sessions with motor vehicles or boats;
  - competitions or training sessions in connection with professional sport or an extreme sport;
  - trekking trips or mountain tours when sleeping at altitudes of over 4,000 m above sea level;
  - expeditions;
  - acts of daring (reckless actions) in which the persons concerned knowingly expose themselves to particularly great danger; the current SUVA classifications are the determining factor;
- which occur when driving a motor vehicle or boat without the legally required and valid driving licence or in the absence of the legally required accompanying person;
- which are caused by deliberate or grossly negligent acts or omissions or are due to a failure to observe the generally accepted duty of care;
- which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- which occur on the occasion of the wilful or attempted commitment of crimes or offences;

- m) which the insured person causes in connection with suicide, self-harm and the attempt thereof;
- n) which are caused by ionizing rays of any kind, in particular as a result of nuclear reactions;
- o) which are a consequence of a pandemic, subject to the provisions of par. 12.

#### 1.4 Claims against third parties

- A If the insured person has been compensated by a liable third party or by such party's insurer, benefits under this contract shall lapse. If ERV is sued instead of the liable party, insured persons must assign their liability claims to ERV up to the amount of the expenses incurred.
- B In the event of multiple insurance (voluntary or compulsory), ERV provides its benefits on a subsidiary basis unless the other insurer's insurance conditions also contain a subsidiary clause. In this case the statutory provisions for double insurance are applicable. In the event of a benefit, the individual policyholder undertakes to disclose and make available existing insurance cover in full and authorises ERV to assert any claims.
- C Costs will only be reimbursed, in total, once even where there is multiple insurance with licensed companies.
- D The provisions of par. 1.4 A–C are not applicable for capital benefits in case of death or disability.

#### 1.5 Other provisions

- A Claims lapse five years after a loss event.
- B The sole place of jurisdiction for persons entitled to make a claim is their Swiss domicile or the domicile of ERV, Basel.
- C Any benefits unduly received from ERV must be refunded within 30 days, together with any expenses incurred.
- D The insurance contract is governed exclusively by Swiss law, in particular by the Swiss Federal Act on Insurance Policies (IPA).
- E When assessing whether or not a trip to a country is reasonable because of strikes, unrest, war, terrorist attacks, epidemics etc., the current travel recommendations of the Swiss authorities apply. This will normally be the Federal Department of Foreign Affairs (FDFA) and/or the Federal Office of Public Health (FOPH).
- F Changes of address must be reported immediately to ERV. If the insurance contract or the premium invoice cannot be delivered, the insurer's obligation to pay benefits will be suspended until such time as the outstanding premium has been paid in full.
- G If a status which justifies special concessions ceases to exist, the insured person must notify ERV without delay. Otherwise, the insurer reserves the right to reduce the benefits in the event of a claim.
- H A waiting period of 24 hours applies to all benefits for insurance taken out after the start of the travel service.
- I ERV generally pays benefits in CHF. Foreign currencies are converted at the exchange rate on the day on which these costs were paid by the insured person.
- K When ERV pays the claim, the policyholder automatically assigns the entire claim arising from the insurance contract to ERV.
- L ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.
- M Premiums are due for payment according to the date specified on the invoice. If the premiums are not paid on the respective due date, ERV sends the policyholder, at his own expense, a written reminder calling upon him to make payment within 14 days on pain of the consequences of failing to do so. 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.

#### 1.6 Obligations in the event of a claim

Information on what to do in the event of a claim can be found at [www.erv.ch/der/vorgehen](http://www.erv.ch/der/vorgehen).

- A In the event of a claim, please contact:
- the ERV claims service, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, [www.erv.ch/schaden](http://www.erv.ch/schaden), [schaden@erv.ch](mailto:schaden@erv.ch),
  - or in an emergency the 24-hour alarm center, either on +41 848 223 330 or on freephone 222 333 30. These numbers are available day and night, including Sundays and public holidays. The alarm center will advise on the appropriate course of action and organize the necessary assistance.
- B The insured person/recipient of benefits must do everything before and after the loss event to help avert or reduce the loss and clarify it.
- C The insurer
- must be provided immediately with any information requested,
  - must be provided with the necessary documents, and
  - must be provided with payment details (IBAN of the bank or post office account).
- 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 insured person/recipient of benefits shall release the doctors treating them from the duty of confidentiality towards the insurers.
- E All originals of documents as well as damaged items must be retained and provided to ERV at its request.

#### 1.7 Culpable breach of obligations in the event of a claim

- A In the event of a culpable breach of obligations when a claim is made, the insurer is entitled to reduce 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 not obliged to pay benefits if the insurer suffers a disadvantage as a result and
- false information is provided intentionally,
  - facts are concealed, or
  - the required obligations (including police report, statement of facts, confirmation and receipts) are not met.

## 2 Cancellation costs

### 2.1 Specific provision, scope, duration

Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued immediately before booking a travel service. Insurance cover, which is valid worldwide, begins when the insurance is taken out or in the case of existing insurance cover when the travel service is booked, and ends when it commences (checking in, boarding the booked means of transport etc.).

### 2.2 Insured events

- A ERV provides insurance cover if the insured person is unable to take up the travel booking as a result of any of the following events, provided that they occur after insurance was taken out or the travel booking made:
- a) Unforeseen serious illness, serious injury, serious pregnancy complications or death
    - of an insured person;
    - of a person travelling with the insured person;
    - of a person not travelling with the insured person, who is very close to the insured person;
    - of the direct deputy at the place of work, so that their presence at work is essential;
    - of a pet (dog or cat) of an insured person, provided the Multi Trip Comfort or Single Trip Upgrade product option has been taken out. Benefits in relation to dogs and cats are limited to CHF 5,000. **Commercial animal husbandry is excluded.**
  - b) strikes (except in the case of active participation) on the designated travel route abroad. Unrest of any type, epidemics or natural disasters at the travel destination if the life and property of the insured person is at real risk and/or the Swiss authorities have issued an official travel warning for the destination
  - c) Serious damage to the property of the insured person at their place of residence as a result of fire, natural disasters, theft or water damage so that their presence at home is essential;
  - d) failure or delay – both as a result of a technical defect or personal accident – of the public transport to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence;
  - e) If within the last 30 days before departure
    - the insured person 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.

In such a case, in accordance with par. 2.3 B, payments are limited to a maximum of CHF 10,000 per event and person or to CHF 20,000 per event and family;
  - f) Theft of tickets, passport or identity card: The benefits pursuant to par. 2.3 B are limited to a maximum of CHF 10,000 per event and person and CHF 20,000 per event and family;
  - g) Pregnancy of an insured person, if the date of return is after the 24th week of pregnancy, or if a vaccination that would present a risk to the unborn child is recommended for the destination of travel, or if an official travel warning for pregnant women has been issued for the travel destination. In this event benefits are limited to the maximum sum insured per event and family in accordance with par. 2.3 B.
- B If the person who triggers the cancellation as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the insured person would have to undertake the travel service alone.
- C If an insured person suffers from a chronic illness without that person's travel service appearing to be in question at the time when the insurance is taken out or the travel service booked, ERV pays the insured costs incurred if the travel service has to be cancelled due to the unforeseeable serious acute aggravation of this chronic illness or if death occurs as a result of it (subject to par. 2.1 F).

### 2.3 Insured benefits

- A Decisive when assessing the entitlement to benefits is the event which triggers the cancellation of the travel service. Previous or subsequent occurrences are not taken into consideration.
- B If the insured event occurs, ERV pays the cancellation costs actually incurred (excluding security and airport fees). Overall, this benefit is limited by the travel service price or the sum insured. Disproportionate or repeated processing fees are not insured.
- The benefits for cancellation costs under all insurances in force with ERV are shown in the overview table in these GCI.
- C ERV pays the additional costs for delayed commencement of travel if the insured person is unable to depart at the scheduled time as a result of the insured event; this benefit is limited to the price of the travel service or a maximum of CHF 3,000 per person. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with par. 2.3 B.
- D Benefits under leisure protection (day trips, further education courses, concert tickets, ski passes, entry fees for city runs etc.) are limited to per person and event. The maximum benefits are shown in the overview table in these GCI.

### 2.4 Exclusions

- Benefits are excluded:
- a) if the service provider (tour operator, renter, organizer etc.) cancels the agreed service or should have cancelled it for objective reasons; this particularly applies to package holidays;
  - b) if the illness/complaint which gave rise to the cancellation was a complication or consequence of medical treatment or surgery already planned at the commencement of the insurance term or at the time of booking the travel service;
  - c) if an illness or the consequences of an accident, operation or medical intervention already existed at the time of travel booking and the insured person had not recovered by the travel date;

- d) in the event of cancellation under par. 2.2 A a) without medical indication or if the medical certificate was not issued at the time of the first possible determination of incapacity to travel or was only obtained by telephone consultation;
- e) if a cancellation due to a mental or psychosomatic illness
  - cannot be established by a psychiatric specialist and in the form of a certificate issued on the day of cancellation and
  - in relation to persons in employment cannot additionally be established through production of a 100% confirmation of absence by the employer for the duration of the medically certified inability to travel.

## 2.5 Claim

- A The booking agency (travel office, transport enterprise, landlord, etc.) must be notified immediately after the occurrence of the event.
- B The following documents must i.a. be delivered to ERV:
- the confirmation of the booking/invoice for the travel service 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,
  - a copy of the insurance policy.

## 3 SOS protection

### 3.1 Specific provision, scope, duration

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.

### 3.2 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 serious illness, serious injury, serious pregnancy complications or death
    - of an insured person;
    - of a person travelling with the insured person;
    - of a person not travelling with the insured person, who is very close to the insured person;
    - of the direct deputy at the place of work, so that their presence at work is essential;
    - of a pet (dog or cat) of an insured person, provided the Multi Trip Comfort or Single Trip Upgrade product option has been taken out. Benefits in relation to dogs and cats are limited to CHF 2,000. Commercial animal husbandry is excluded.
  - b) strikes (except in the case of active participation) on the designated travel route abroad. Unrest of any type, epidemics or natural disasters at the travel destination if the life and property of the insured person is at real risk and the continuation of the trip or stay is therefore rendered impossible or unreasonable;
  - c) Serious damage to the property of the insured person at their place of residence as a result of fire, natural disasters, theft or water damage so that their presence at home is essential;
  - d) Failure of a booked or used means of public transport as a result of a technical defect, if the continuation of the travel service in accordance with the itinerary is not, therefore, guaranteed. Delays or detours of the booked or used means of public transport will not be regarded as failure. No entitlement will exist in the event of breakdowns or accidents of private motor vehicles used to undertake the journey, whether the insured person is the driver or a passenger;
  - e) Warlike events or terrorist attacks within 14 days of their first occurrence, if the insured person is caught unawares by them while abroad;
  - f) Theft of tickets, passport or identity card: Only the benefits pursuant to par. 3.3 B h) are insured.

B If the person who triggers the abandonment, interruption or postponement of the travel service as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the latter would have to undertake the trip alone.

C If an insured person suffers from a chronic illness without that person's travel appearing to be in question at the time when the insurance is taken out or the travel service booked, or prior to the commencement of travel, ERV pays the insured costs incurred if the travel service has to be interrupted, abandoned or extended due to the unforeseeable serious acute aggravation of this chronic illness or if death occurs as a result of it (subject to par. 3.1 A).

### 3.3 Insured benefits

- A The event which triggers the abandonment, interruption or extension of the travel service is decisive when assessing the entitlement to benefits. Previous or subsequent occurrences are not taken into consideration.
- B If the insured event occurs, ERV pays
- a) the costs
    - for transfer to the nearest suitable hospital for treatment;
    - of medically attended emergency transport to the hospital suitable for treatment at the place of residence of the insured person.
 ERV's doctors alone decide on the necessity, nature and timing of these benefits;
  - b) the costs of any necessary search and rescue operation if the insured person is considered missing or has to be rescued. The maximum benefits are shown in the overview table in these GCI;
  - c) the organization costs and cost of the formalities ordered by the authorities if the insured person dies during the trip. In addition, ERV pays the costs of cremation outside the country of residence or the additional costs of complying with the international Agreement on the Transfer of Corpses (minimum

- requirements such as a zinc coffin or lining) and the return 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;
  - e) the additional costs of an unscheduled return, based on first-class rail travel and economy-class air travel;
  - f) a repayable advance on costs of up to CHF 5,000 per person if an insured person has to be hospitalized abroad (reimbursement within 30 days of return to the place of residence);
  - g) the costs corresponding to the unused portion of the travel service (excluding costs of the return journey originally booked); this benefit is limited to the price of the travel service or to the sum insured for cancellation costs as specified in the policy, to a maximum of CHF 10,000 per person or in the event of multiple insured persons to CHF 20,000 per booking. No reimbursement is made for unused accommodation services if ERV covers the costs of alternative accommodation.
  - h) either the additional costs of continuing the journey, including accommodation, subsistence and communication costs for calls to the alarm center (for a maximum of seven days), to a maximum of CHF 1,500 per person or up to CHF 1,500 if a rental car is used, regardless of how many people use it;
  - i) The expenses (economy-class flight/medium-class hotel) of up to CHF 5,000 per person for two persons very close to the insured person travelling to the latter's sickbed if he is hospitalized abroad for more than seven days;
  - k) the cost of organizing the blocking of mobile phones, credit and debit cards, but not the resulting costs.
- C SOS protection at home: The insured person can request assistance via the alarm center (24-hour service), either on +41 848 223 330 or on free phone +800 222 333 30, if he becomes aware of a particularly dangerous or emergency situation at home (e.g. unlocked doors/windows, electric cooker left switched on, a pet not cared for). In such cases ERV pays the costs of organizing assistance, but not the costs for remedying the dangerous or emergency situation.
- D With regard to par. 3.3 B g), benefits under leisure protection (day trips, further education courses, concert tickets, ski passes, entry fees for city runs etc.) are limited per person and event. The maximum benefits are shown in the overview table in these GCI.
- E ERV is responsible for the decision on the necessity, nature and timing of the aforementioned insured benefits.

### 3.4 Exclusions

- A The insured person is obliged to claim the benefits in accordance with par. 3.3 via the alarm center and to have them approved by the alarm center or ERV in advance. **Otherwise, benefits are limited to a maximum of CHF 400 per person and event.**
- B Benefits are excluded:
- a) if the service provider (tour operator, renter, organizer etc.) changes or abandons the agreed service or should have changed or abandoned it for objective reasons; this particularly applies to package holidays;
  - b) in the case of abandonment, interruption or extension of the trip with regard to par. 3.2 A a) without medical indication (e.g. in case of adequate medical care on site) or if no doctor was consulted on site;
  - c) if the illness/complaint which triggers the abandonment, interruption or extension of the trip was a complication or consequence of medical treatment or surgery already planned at the inception of the insurance or at the time of booking, or prior to commencement of the travel service.

### 3.5 Claim

- A In order to be entitled to benefits from ERV, the alarm centre or ERV must be notified immediately when an insured event occurs.
- B The following documents must i.a. be delivered 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.

## 4 Flight delay (missed connection)

- 4.1 Scope, duration  
Insurance cover is valid worldwide, with the exception of the country of residence, for the duration specified in the policy, for as long as and as often as the insured person is away from their permanent home.
- 4.2 Insured event and benefit  
If an aircraft connection between two flights is missed by at least 3 hours due to the sole and exclusive fault of the first airline, ERV shall assume the costs additional to the benefits paid by the airline (hotel costs, rebooking costs, telephone charges) for the continuation of the journey. The benefit is limited to the sum insured or to a maximum of CHF 1,000 per person.

### 4.3 Exclusions

Benefit payments are excluded if the insured person is responsible for the delay.

### 4.4 Claim

- A The insured person shall on return from the journey, immediately inform ERV in writing and state the reasons for the claims.
- B The following evidence must i.a. be submitted to ERV:
- a proof of delay from the air transport company,
  - a confirmation of the benefits paid by the airline,
  - the confirmation of the booking,
  - the original receipts concerning insured additional costs.

## 5 Baggage

### 5.1 Scope, duration, special provisions (conduct obligations while travelling)

- A Insurance cover applies for the duration specified in the policy, as long and as often as the insured items are away from the permanent home of the insured person.
- B When they are not being worn or used, valuable items
- must have been handed over to an overnight accommodation provider or a guarded cloakroom for custody or
  - must be kept under lock and key in a locked room with restricted access; bags of all kinds, beauty and attaché cases, as well as jewellery boxes, are not regarded as sufficient containers.
- C Travel warnings issued by the Swiss Federal Department of Foreign Affairs (FDFA) in relation to the specific travel destination, in particular the level of criminality there as well as associated precautions, must be noted and followed.

### 5.2 Insured items

- A All objects taken on the trip for personal use by the insured persons (living in the same household) are insured.
- B Insurance cover for sports equipment, wheelchairs and buggies applies exclusively during conveyance by public transport, and for as long as the insured items are in the care of a transport company.
- C Insured persons must carry any medically required items at all times. This does not apply to items that must be in the care of a transport company during conveyance by public transport.

### 5.3 Non-insured items

The insurance does not cover:

- cash, tickets, securities, software, precious metals, deeds and documents of all kinds, precious stones and pearls, items for professional use, items with artistic or collector value, musical instruments, motor vehicles, trailers, boats, surfboards, caravans and aircraft, each including accessories;
- items covered by special insurance;
- medical aids that were voluntarily placed in the care of the transport company for conveyance.

### 5.4 Insured events

- A The insurance covers:
- theft, burglary, robbery,
  - damage, destruction,
  - Permanent loss during conveyance by public transport, provided the luggage was placed in the care of the transport company for conveyance,
  - late delivery of at least 6 hours by a public means of transport.
- B Insurance cover exists, provided the event occurred within an official camping site.

### 5.5 Insured benefits

- A ERV pays compensation:
- the current value of insured items in the event of total or permanent loss. The current value is the original purchase price less depreciation of at least 10% per year from the date of purchase, but not more than 50% in total;
  - in the event of partial loss, the costs of repair subject to a maximum of the current value;
  - for the totality of valuable items, the current value subject to a maximum of 50% of the sum insured;
  - glasses, contact lenses, prostheses and wheelchairs, the current value subject to a maximum of 20% of the sum insured;
  - in the event of theft or permanent loss of passport, identity card, driver's, vehicle or similar identity documents and keys, the cost of recovery;
  - in the event of theft or permanent loss of credit cards and mobile phones, the organization (but not the cost) of blocking;
  - in the event of late delivery of the baggage by a public means of transport, the cost of absolutely essential purchases up to CHF 1,000 per person and subject to a maximum of CHF 4,000 per journey. There is no right to indemnification for the return journey to the place of residence.
- B The sum insured limits the total of all benefits in respect of claims arising for the duration of the insurance.
- C The benefits for luggage under all insurances in force with ERV are limited to CHF 2,000 per individual person and CHF 4,000 per family.

### 5.6 Exclusions

Benefits are excluded:

- for damage due to wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the items;
- for damage resulting from leaving behind, misplacing, losing, dropping or self-inflicted damage to the items;
- for items left behind at a location accessible to the general public, which is outside the control of the insured person, even for a short time;
- for items which are kept in a manner inappropriate to their value;
- if items were stolen from a motor vehicle, boat or tent that was not closed or locked and/or no there is no evidence of burglary;
- valuable objects which are left in a vehicle, boat or tent or entrusted to a transport company for carriage and for as long as said objects are in the custody of the transport operator;
- for items left on or in vehicles, boats or tents during the night (10 p.m. to 6 a.m.).

### 5.7 Claim

- A The insured person shall,
- in the event of theft or robbery, immediately seek an official investigation at the nearest police station or obtain a report of the incident (police report, report of loss of air ticket, etc.),
  - in the event of damage, late delivery or loss during transport of the baggage by the responsible body (hotel management, travel leader, transport company,

etc.), instantly arrange for the causes, circumstances and extent of the damage to be confirmed in a report and must therein apply for indemnity,

- on return from the journey, immediately inform ERV in writing and state the reasons for the claims.
- B The following documents must i.a. be submitted to ERV:
- the police report, report on the circumstances, report of loss of air ticket,
  - the confirmation, receipts or evidence of purchase (originals),
  - the booking confirmation (original or copy).
- C Damaged objects shall be kept at the disposal of ERV.

## 6 Medical and hospital expenses worldwide

### 6.1 Specific provision, scope, duration

Insurance is only valid for persons whose legal place of residence or habitual residence is Switzerland and who have not yet reached the age of 80. With the exception of Switzerland, the insurance cover is valid worldwide for the duration specified in the policy. At the request of ERV and at the expense of the insured person, the latter must be prepared to undergo a medical examination by a medical officer at any time.

### 6.2 Insured events and benefits

- A In the event of accident or illness, ERV pays the costs incurred abroad up to the sum insured, a maximum of CHF 1,000,000 per person, as follows:
- medically necessary treatment measures (including medicines) prescribed or implemented by a licensed doctor/chiropractor;
  - medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff for the duration of the treatment;
  - initial purchase, hire, replacement or repair of medical aids such as prostheses, glasses and hearing aids provided they are the consequence of an accident and are prescribed by a doctor;
  - medically necessary rescue and transport costs to the nearest appropriate hospital for treatment; up to 10% of the sum insured.
- B ERV reimburses the costs incurred for outpatient treatment or an inpatient stay in a general hospital ward in accordance with regional health insurance rates.
- C These benefits are paid up to 90 days beyond the agreed duration of insurance provided the insured event (illness or accident) occurred during the insurance period.
- D All benefits are paid as a supplement to the benefits of statutory Swiss social insurance schemes (HIA, AIA) and taking the benefits of any other supplementary insurances into account.

### 6.3 Cost credits

In the case of cost-intensive treatment, ERV issues cost credits (direct to the hospital) within the scope of this insurance for all in-patient stays in hospital, subject to the provisions of par. 6.2 D. ERV does not issue cost credits for outpatient treatment (doctor's, medicine and pharmacist's costs).

### 6.4 Uninsured accidents

- accidents that occur during foreign military service;
- accidents that occur when practising a manual occupation;
- accidents that occur while parachute jumping or piloting aeroplanes or air-craft.

### 6.5 Uninsured illnesses

- general checkups or routine verifications;
- symptoms or illnesses which already existed when the insurance was taken out, together with their consequences and complications;
- 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;
- disorders of the tooth or jaw;
- consequences of contraceptive or abortive measures;
- pregnancy or childbirth, together with accompanying complications;
- conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

### 6.6 Further exclusions

- Benefits for existing illnesses and accidents (including symptoms, consequences or complications) that existed when the insurance was taken out or the trip was commenced, or which could – hypothetically – have been diagnosed by a doctor during an examination. An exception is an unforeseen acute deterioration in health due to a chronic condition;
- Deductibles or excesses under Swiss social insurance schemes;
- Epidemics and pandemics (subject to par. 12.9);
- Participation in strikes, unrest or demonstrations of any kind;
- Benefits for treatment or care abroad if the insured person has gone abroad for this purpose;
- Treatments which are not carried out effectively, expediently and economically according to scientifically proven methods (Arts. 32 and 33 HIA);
- Benefit reductions imposed by other insurances.

### 6.7 Claim

- 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 must i.a. be delivered to ERV:
- a detailed medical certificate,
  - the medical, hospital and pharmacy bills,
  - the statements issued by other insurances that are under an obligation to provide benefits,
  - a copy of the insurance policy.
- C The insured person must agree at all times to be medically examined by an independent medical examiner of ERV and at its (the Company's) expense.

## 7 Airline and service provider insolvency protection

### 7.1 Specific provision, scope, duration

The insurance applies worldwide for all bookings of (exhaustive list): scheduled flights, cruise ships and ferries, railway journeys, rental cars, tour guides, hotels, holiday apartments, taxis, sports facilities, sporting events and sports equipment (hereinafter referred to as 'service providers'). It shall begin upon full payment of the travel service and remain in place until termination of said service.

### 7.2 Insured events

ERV provides insurance cover if the insured person is unable to take up or continue the travel service booked as a result of the insolvency of the service provider. Service provider insolvency is taken to mean a service provider's inability to pay, deposition of its balance sheet, bankruptcy or cessation of trading for financial reasons, regardless of how long this situation may last.

### 7.3 Insured benefits

- A If an insured person is unable to begin their journey, ERV assumes the organization and costs of transferring bookings to a different service provider up to the cost of the services originally booked and paid for with the service provider that has gone into administration, excluding, however, any processing fee and taxes, up to the sum insured or CHF 2,000 per person, whichever is the less.
- B In the event of a loss occurrence during the trip, ERV pays the costs of the insured person's return/onward journey. For the return journey from neighbouring countries, the entitlement is limited to a first-class rail ticket provided the return rail journey to the airport in the home country is scheduled to take less than six hours. In the case of longer trips the insured person is entitled to an economy-class return flight to the home airport. Benefits are limited to the sum insured and amount to a maximum of CHF 2,000 per person. If the insured event during the trip affects not the homeward flight but an onward flight/intermediate stage to a further destination, then if the insured person so desires ERV assumes the costs of the one-off onward flight/intermediate stage, as long as as these do not exceed those of a direct homeward flight. If the onward journey is chosen, no payment for the homeward flight will then be made. A benefit may only be claimed once per journey, irrespective of whether a direct return journey or continuation of the journey is chosen.
- C If more than one insured person is affected by one and the same insured event, the compensation payable by ERV is limited to the maximum amount of CHF 1 million. If entitlements exceed this amount, the payments will be proportionately allocated.

### 7.4 Exclusions

Benefits are excluded:

- if the travel service is booked after the service provider's initial insolvency is announced;
- if the travel operator, ERV or the alarm center has not given its prior approval to the benefits pursuant to par. 7.3;
- for flights booked via a third-party operator (package tours and charter);
- for bankruptcy of the travel agent or tour operator commissioned with organizing the travel service.

### 7.5 Claim

- A In order to be entitled to benefits from ERV, the tour operator, the alarm centre or ERV must be notified immediately when an insured event occurs.
- B The following items must i.a. be delivered to ERV:
- the confirmation of the booking/invoice for the travel service as well as the bill(s) for the cancellation or the subsequent journey costs (originals),
  - the official confirmation that the airline has gone into administration,
  - a copy of the insurance policy.

## 8 Volcanic eruption and natural disasters

### 8.1 Specific provision, scope, duration

The insurance is valid worldwide and takes effect when full payment has been made for the travel service. Regardless of the booking date, the insurance cover is valid for the last 28 days before departure until the completion of the booked travel service.

### 8.2 Insured events

ERV provides insurance cover if the insured person is unable to take up or continue the booked travel service as a result of natural disasters occurring after the insurance was taken out.

### 8.3 Insured benefits

- A The total benefits provided by ERV are limited to the sum insured and a maximum of CHF 2,000 per event and person.
- B If an insured person is unable to take up their travel service, ERV
- either takes care of the organization and cost of rebooking
  - or pays the cancellation costs actually incurred (in each case excluding processing charges and fees).
- C If a loss event occurs during the trip, ERV pays
- either the additional costs of an unscheduled return journey, based on first-class rail travel and economy-class air travel,
  - or the additional costs of continuing the journey, including accommodation, subsistence and communication costs (for a maximum of seven days), up to a maximum of CHF 1,500 per person.
- D If more than one insured person is affected by one and the same insured event, the compensation payable by ERV is limited to the maximum amount of CHF 1 million. If entitlements exceed this amount, the payments will be proportionately allocated.

### 8.4 Exclusions

Benefits are excluded if the travel operator, ERV or the alarm center has not given its prior approval to the benefits pursuant to par. 8.3.

### 8.5 Claim

- A In order to be entitled to benefits from ERV, the tour operator, the alarm centre or ERV must be notified immediately when an insured event occurs.
- B The following items must i.a. be delivered to ERV:
- the confirmation of the booking/invoice for the travel service as well as the bill(s) for the cancellation or the subsequent journey costs (originals),
  - the attestation of the event or some other official attestation,
  - a copy of the insurance policy.

## 9 Travel legal protection

Legal protection within the meaning of the following provisions is provided in cooperation with Coop Rechtsschutz AG ("CRS"). CRS, the insurance provider, undertakes to provide the insured benefits within the following terms and conditions.

### 9.1 Scope, duration

With the exception of Switzerland, the insurance cover is valid worldwide for the duration specified in the policy.

### 9.2 Insured benefits

CRS provides the following benefits only in respect of:

- A Protection of the insured person's legal interests by the CRS Legal Service.
- B The payment of up to CHF 250,000 (or CHF 50,000 in cases outside Europe) for
- the cost of lawyers engaged on the insured person's behalf;
  - the cost of experts engaged on the insured person's behalf;
  - procedural and court costs to be borne by the insured person;
  - legal costs awarded to the counterparty;
  - the cost of collecting compensation owed to the insured person;
  - providing any bail required to prevent the insured person being remanded in custody up to CHF 100,000 (or CHF 50,000 in cases outside Europe). This benefit is paid in the form of an advance only and must be repaid to CRS.
- C The following will not be paid:
- Fines, monetary and contractual penalties;
  - Compensation and satisfaction;
  - Costs that a liable third party is obliged to assume.
- Court and inter partes costs awarded to the insured person revert to CRS.

### 9.3 Insured capacities

The insured person enjoys legal protection in their capacity as

- driver and keeper of his own vehicle and hirer of another motor vehicle; disputes arising from repair of his own vehicle are also covered;
- participant in sport, pedestrian, cyclist, scooter rider or passenger of any kind of transport;
- tenant of a holiday home;
- course participant at a school abroad;
- party to a travel contract;
- victim of a violent crime.

### 9.4 Insured legal protection cases

- A Compensation for damages  
Enforcement of non-contractual compensation for damages against the person who caused the damage or against their liability insurer.
- B Insurance law  
Legal disputes with an insurance company, health insurance fund or pension fund in connection with the capacities mentioned in par. 9.3.
- C Criminal and administrative proceedings  
Representation in proceedings before criminal and administrative authorities as a result of negligent violation of foreign legislation. In the case of a charge because of a deliberate criminal act, costs will be paid only after acquittal.
- D Contract law  
Legal disputes arising in connection with the following contracts governed by the Swiss Code of Obligations (exhaustive list):
- Rental of a motor vehicle, non-motorized hobby and sports equipment or a holiday home;
  - Freight and carriage contract for transporting luggage;
  - Travel contract, provided the place of jurisdiction is in Switzerland and Swiss law is applicable;
  - School contract, provided the place of jurisdiction is in Switzerland and Swiss law is applicable.

### 9.5 Exclusions

Legal protection is not provided for

- any legal protection cases or capacities not specially listed;
- cases which occurred before the relevant insurance was taken out; the legal protection case is deemed to have occurred at the time the event took place or at the time of the breach of contract;
- disputes between insured persons and towards CRS, its governing bodies or representatives;
- cases in connection with the collection of debts, as well as cases in connection with ceded payments;
- defence against claims for damages or the enforcement of pure financial losses (in the absence of associated bodily injury or property damage);
- cases in connection with regaining a driving licence;
- disputes where the amount in dispute is less than CHF 300.

### 9.6 Claims

- A Submission of a legal protection claim  
CRS must be notified immediately – in writing or any other text form at its request – of any legal protection claim.



The insured person shall grant any necessary powers of attorney and provide any necessary information to support CRS in processing the legal protection claim, and shall forward any correspondence or documents received – from the authorities in particular – without delay.

Should the insured person culpably breach any of these obligations, CRS may reduce its benefits to the extent that the breach caused additional costs. In the event of serious breaches of obligation, CRS may refuse to pay benefits altogether.

#### B Processing a legal protection claim

After consultation with the insured person, CRS takes any measures deemed necessary to protect his interests.

If it is deemed necessary to engage a lawyer, particularly to represent the insured person in court or administrative proceedings or in the event of conflicts of interest, the insured person is free to choose their own lawyer. If CRS does not agree with the choice made, the insured person may propose three more lawyers, who may not belong to the same law office. CRS must accept one of these. Before engaging the lawyer, the insured person must obtain approval and cost authorization from CRS. If there are no valid reasons for changing lawyers, the insured person shall bear the costs incurred.

#### C Procedure in case of differences of opinion

If CRS and the insured person disagree on the next steps, in particular in cases which CRS considers futile, the insured person can request the initiation of arbitration proceedings. An arbitrator shall be appointed by agreement between the parties. In all other respects, the proceedings will follow the provisions on arbitration contained in the Swiss Code of Civil Procedure (ZPO).

If an insured person takes legal action at their own cost, CRS pays the insured person the contractual benefits if the outcome of the main proceedings is more favourable than the assessment previously made by CRS.

#### D Notifications

All notifications should be sent to the head office of Coop Rechtsschutz AG, Entfelderstrasse 2, P.O. Box 2502, CH-5001 Aarau, phone +41 62 836 00 00, info@cooprecht.ch, or to one of its branch offices.

## 10 Air accident

An air accident is a fixed-benefit insurance.

### 10.1 Scope, duration

Insurance cover applies for the duration specified in the policy (par. 12.5 A applies in addition), as long and as often as the insured person is away from their permanent home.

### 10.2 Insured events

- A The insurance covers accidents sustained by an insured person who is the rightful passenger of a public aircraft. The insurance also covers accidents that occur during boarding and exiting, during runway taxiing of the aircraft, in connection with parachute jumps in life-threatening situations and in consequence of an emergency landing.
- B Events related to airline companies against which a prohibition of operations has been issued (e.g. in the EU) are not insured.

### 10.3 Insured benefits

- A In the event of the death of the insured person due to an accident or within five years thereafter as a result of the accident, ERV pays the agreed sum to the beneficiaries designated in the policy or in their absence to the legal heirs; this does not include the tax authorities or the creditors of the estate. Any disability payments already made as the result of this contract are deducted from the sum insured in case of death.
- B In the event of medically diagnosed disability resulting from an insured accident within five years of the date of the accident, ERV pays the agreed capital (to a maximum of CHF 100,000), and a corresponding percentage thereof (to a maximum of CHF 100,000) in the event of partial disability.
- The degree of disability is measured on the basis of the scale of compensation for physical or mental impairment of the Accident Insurance Ordinance (AIO) and in accordance with the SUVA scales.
  - The total inability to use limbs or organs is equated with loss.
  - For partial loss or only partial inability to use limbs, an appropriate lower degree of disability shall apply.
  - If several body parts are affected, the severity of the disability, which cannot exceed 100%, is determined by adding the individual percentage rates together.
  - Where the case is not listed in the AIO and/or SUVA scales, the degree of disability based on medical diagnosis is calculated using these scales and taking into account the insured person's circumstances.
  - If body parts were already missing or had lost some or all of their function prior to the accident, the pre-existing degree of disability calculated according to the above principles will be deducted when establishing the degree of disability.

### 10.4 Benefit limits

ERV pays:

- in the event of the death
  - of insured children who, at the time of the accident, had not yet reached their 16th birthday, a maximum of CHF 10,000,
  - of insured persons who at the time of the accident had reached age 65, half of the agreed sum insured;
- In the event of disability
  - of insured children who, at the time of the accident, had not yet reached their 16th birthday, a maximum of CHF 200,000,
  - of persons insured who, at the time of the accident, had completed their 65th year, instead of the principal sum, a life annuity. This amounts to CHF 83 per year per CHF 1,000 of disability capital for a degree of disability of 100% (pro-rated according to the degree of disability in accordance with par. 10.3 B);

- under all insurances in force with ERV (including air accident), on a combined basis per person a maximum of
  - CHF 200,000 in the event of death,
  - CHF 200,000 in the event of disability.

If several insured persons suffer an accident due to the same event, the indemnities payable by ERV are limited to a maximum of 15 million CHF for death and disability. If the claims exceed this amount, this sum is applied proportionately.

### 10.5 Aircraft hijacking, violent incidents on board or acts of war

- A In case of acts of war or terrorist events, the insurance remains valid, in the case of prior expiry of the policy, for a year after the date of the hijacking, parachute jump or emergency landing. The above extensions of cover apply provided that the insured person was demonstrably not active in or was incited to take part in the relevant events.
- B Aircraft hijacking  
Accidents are covered during deprivation of liberty after a hijacking of the aircraft used, during involuntary sojourns following a parachute jump to safety or an emergency landing as well as the subsequent direct return of the insured person to their place of residence or continuation of the journey to their original destination.
- C Violent incidents on board  
Accidents related to acts of war or terrorist events are insured
- on board the insured aircraft, insofar as the accident is caused by persons who are also on board or by dangerous substances smuggled on board the aircraft;
  - during deprivation of liberty after a hijacking of the aircraft used, during involuntary sojourns following a parachute jump to safety or an emergency landing as well as the subsequent direct return to the place of residence or the continuation of the journey to the original destination.
- D Acts of war  
If a war breaks out
  - in which Switzerland or one of its neighbouring countries is involved,
  - between individual countries of the United Kingdom, the countries of the former Soviet Union, the United States of America, the People's Republic of China or between one of these countries and a European state,the insurance cover becomes invalid 48 hours after the outbreak of hostilities. However, if the deprivation of liberty, parachute jump or emergency landing has already occurred, the insurance cover becomes invalid after one year.

### 10.6 Exclusions

The insurance does not cover:

- accidents that occur during foreign military service;
- accidents that occur when practising a manual occupation;
- accidents that occur while parachute jumping or piloting aeroplanes or aircraft;
- accidents suffered by the insured person as a passenger of an aircraft. This exclusion relates only to par. 10.3 and par. 10.4.

### 10.7 Claim

- A Death as the result of an accident is to be advised in writing to ERV within 48 hours. If requested, the beneficiaries must permit an autopsy or exhumation to be carried out.
- B The following documents must i.a. be delivered to ERV:
  - the original of a detailed doctor's certificate and/or death certificate,
  - a copy of the insurance policy.

## 11 Compensation for resitting a residential-course language examination

If the final examination or test to obtain the intended certificate is not passed, the insured person is given a voucher equivalent to the examination fee charged, but a maximum of CHF 1,000, to enable them to retake the equivalent examination at an internationally recognized institution within one year of receiving the examination result. If more than one proficiency level is examined during the insurance period, the benefit paid by ERV relates solely to the first proficiency level.

This is subject to the following conditions:

- Any entrance or grading test which allows entry to the course/examination must have been passed.
- Regular attendance at the classes shown on the teaching plan, including completion of the homework, must be substantiated.

### 11.1 Claim

- A In order to be entitled to benefits from ERV, the alarm centre or ERV must be notified immediately when an insured event occurs.
- B The following documents must i.a. be delivered to ERV:
  - to repeat the failed examination, a copy of the booking confirmation for the completed course and the examination result,
  - a copy of the insurance policy.
- C ERV reserves the right to request further documentation such as student visa, refund vouchers from the school, etc.

## 12 COVID-19

### 12.1 Specific provision, scope, duration

In addition to the provisions under "Cancellation costs", "SOS protection" and "Medical and hospital costs worldwide", the following insured events and benefits relating to COVID-19 apply.

The cover applies worldwide and begins with the conclusion of the insurance or, in the case of existing insurance cover, with the booking of the travel service and ends with the return journey.

## COVID-19 Basic

Annual cover includes the following basic COVID-19 cover:

### 12.2 Additional insured events for cancellation costs (par. 2.2)

ERV provides insurance cover if the insured person is unable to commence the booked travel service as a result of the following:

- unforeseeable severe case of COVID-19;
- isolation or quarantine ordered by a health authority if the insured person or the person travelling with them has tested positive by means of a PCR test, or if there is a suspicion that the persons named may be infected.

### 12.3 Additional insured events for SOS cover (par. 3.2)

ERV provides insurance cover if the insured person has to cancel, interrupt or extend the booked travel service as a result of one of the events listed below:

- unforeseeable severe case of COVID-19;
- isolation or quarantine ordered by a health authority if the insured person or the person travelling with him has tested positive by means of a PCR test, or if there is a suspicion that the persons named may be infected;
- quarantine ordered by the competent Swiss authority on return to Switzerland, provided that the person covered is unexpectedly affected during the trip. In this case the benefits are insured exclusively in accordance with par. 12.4 a) and b).

### 12.4 Additional insured benefits for SOS cover (par. 3.3)

If the insured event occurs, ERV pays

- the additional costs of an unscheduled return journey, on the basis of first-class travel by train and economy class by air;
- the costs corresponding to the unused portion of the travel (excluding costs of the return journey originally booked); this benefit is limited to the price of travel or to the sum insured for cancellation costs as specified in the policy, to a maximum of CHF 10,000 per person or in the event of multiple insured persons to CHF 20,000 per booking.
- Voucher for a replacement trip if the insured person is repatriated by an officially recognized alarm or emergency centre as a result of falling ill with COVID-19. This benefit is limited to the original travel price or CHF 20,000, whichever is the less; in this case, a benefit pursuant to par. 12.4 b) does not apply.

### 12.5 Additional exclusions to SOS cover (par. 3.4)

Benefits are not insured if it was already known at the time of departure that the quarantine order would apply to the return.

## COVID-19 supplement

The following cover is also included in Multi Trip Comfort:

### 12.6 Additional insured events for cancellation costs (par. 12.2)

ERV provides insurance cover if the insured person is unable to commence the booked travel service as a result of the following:

- a compulsory vaccination is unexpectedly imposed at the travel destination after the travel service has been booked and the insured person cannot be vaccinated or cannot be vaccinated in time because of appointment availability or for medical reasons.

### 12.7 Additional exclusions for cancellation costs (par. 2.3)

Benefits are not insured if, as an alternative to vaccination, a negative PCR test or quarantine would enable the journey to take place.

### 12.8 Additional insured benefits for SOS cover (par. 12.4)

If the insured event occurs, ERV pays

- the additional costs of continuing the journey, including accommodation, subsistence and communication costs for calls to the alarm center, up to a maximum of CHF 25,000 per person and CHF 60,000 per family;
- the additional costs of an unscheduled return journey, on the basis of first class travel by train and the class of the originally booked return flight;
- Voucher for a replacement trip if the insured person is repatriated by an officially recognized alarm or emergency centre as a result of falling ill with COVID-19. This benefit is limited to the original travel price or CHF 25,000, whichever is the less; in this case a benefit pursuant to par. 12.4 b) does not apply.

### 12.9 Insured events and benefits for medical and hospital costs worldwide (par. 6.2)

A In the event of illness with COVID-19 ERV pays the costs incurred abroad up to a maximum of CHF 1,000,000 per person and CHF 1,500,000 per family as follows:

- medically necessary treatment measures (including medicines) prescribed or implemented by a licensed doctor/chiropractor;
- Medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff for the duration of the treatment;

B All benefits are provided after the benefits of statutory Swiss social insurance (HIA).

## 13 Deductible guarantee for rental vehicles/Road Trip supplementary package

The deductible guarantee for rental vehicles can either be taken out as part of the Road Trip supplementary package or insured as individual cover (par. 13.1-13.5).

### 13.1 Scope of insurance, scope, period of validity (Deductible guarantee for rental vehicles)

The insurance provides collision damage waiver insurance for rental cars and covers the vehicle rented by the policyholder. The insurance cover and the duration of insurance are shown in the overview of benefits table in these GCI. The insurance is valid worldwide.

### 13.2 Insured vehicles (Deductible guarantee for rental vehicles)

The insurance covers the vehicles rented, driven and duly registered by an insured person. The insured vehicles are shown in the overview of benefits table in these GCI.

### 13.3 Insured events (Deductible guarantee for rental vehicles)

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

### 13.4 Insured benefits (Deductible guarantee for rental vehicles)

A If the insured event occurs, ERV shall pay the repair costs incurred, up to a maximum of the deductible charged by the rental car insurance. Follow-up costs, e.g. loss of no-claims bonus, increase in premium or forgone rental income are excluded.

B The insurance benefit is based on the relevant deductible, but is limited to a maximum of CHF 10,000 per rental agreement. If the Road Trip supplementary package has been taken out, tyre damage up to a maximum of CHF 1,000 is insured.

C In the event of breakdowns of rented passenger cars, ERV shall on a subsidiary basis pay the cost – though not the organization – of towing away and repairing the vehicle, subject to a maximum of CHF 400 (including any small parts carried by the breakdown service that are required to make the car roadworthy again, but excluding the cost of any other materials). The cost of any work carried out in the garage or spare parts fitted there will not be paid. This benefit in accordance with par. 13.4 C is only insured if the Road Trip supplementary package has been taken out.

### 13.5 Exclusions (Deductible guarantee for rental vehicles)

Benefits are excluded:

- if the comprehensive or theft insurer declines the claim;
- in the event of claims for which the compensating insurance does not stipulate a deductible;
- in the event of claims in connection with a breach of the contract with the car rental company;
- 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;
- in the event of damage to the oil sump or tyres. If the Road Trip supplementary package was taken out, damage to tyres is covered (par. 13.4 B);
- in the event of claims caused by loss of, or damage to, the car key;
- in the event of damage caused when the vehicle is not on a public road or waterway, or is on an unofficial road, waterway or race track;
- if the insured vehicle was used to carry passengers for commercial purposes or for commercial car-sharing.

### 13.6 Breakdown assistance/Road Trip supplementary package

Breakdown assistance is only available with the Road Trip supplementary package

### 13.7 Scope, duration (Breakdown assistance)

The insurance applies in Europe, including Switzerland, for the duration specified in the policy. The exact period of validity is shown in the overview of benefits table in these GCI.

### 13.8 Insured persons and vehicles (Breakdown assistance)

The insurance covers the passenger car, motorhome with a total weight of up to 3,500 kg or motorcycle being used by the insured persons living in the same household. The insurance also covers trailers that, together with the towing vehicle, are legally registered for road use.

### 13.9 Insured events and benefits (Breakdown assistance)

A ERV pays the following costs if the vehicle used by the insured person within Europe from their place of residence is involved in a traffic accident, suffers a breakdown or is stolen:

- Having the vehicle towed away and repairs up to the value of CHF 400 (including any small parts carried by the breakdown service that are required to make the vehicle roadworthy again, but excluding the cost of any other materials). The costs for work carried out in a garage and any further spare parts are not covered;
- Parking fees (garaging costs), up to a maximum of CHF 300;
- Recovery of the vehicle, up to a maximum of CHF 2,000;
- Forwarding of spare parts, if they cannot be sourced locally;
- An expert assessment up to a value of CHF 200 if the repair bill appears unjustified;
- Costs specified in par. 3.3 B h) for the continuation of the journey or return to the place of residence (including hire of a replacement vehicle of the same category), if for compelling reasons – evidence of which must be provided – it is not possible to wait for the vehicle to be repaired;
- Recovery of the vehicle, to be organized by ERV, if
  - it cannot be repaired within 48 hours,
  - the stolen vehicle is only found after 48 hours, or
  - the insured person is forced to leave his vehicle behind and use another form of transport, or if he falls ill, is injured or dies and no accompanying person has a valid driving licence.

These costs shall be no higher than the current value of the vehicle being recovered;

- Rail journey to location of vehicle if the insured person is collecting the vehicle;
- Customs duty on the vehicle if it cannot be returned to the insured person's home country due to total loss or theft.

B ERV will also provide the insured person with an advance of costs of up to CHF 2,000 in the event of large repair bills incurred abroad. This advance is repayable within 30 days after the insured person returns to their place of residence.

### 13.10 Exclusions (Breakdown assistance)

Benefits are excluded:

- if the alarm center or ERV has not given its prior approval to the above-men-

tioned benefits in relation to breakdown assistance.

- b) if the vehicle is inadequately maintained or if the vehicle had already sustained defects or was manifestly defective when the journey was commenced;
- c) for vehicles equipped with trade plates (U-number);
- d) if the vehicle has been driven by an insured person without the consent of the keeper;
- e) if the insured vehicle was used to carry passengers for commercial purposes or for commercial car-sharing or rental;
- f) in the event of claims which occur off the public highway or on unofficial roads or on race tracks.

### 13.11 Claim (Deductible guarantee for rental vehicles)

- A In the event of a claim, the following procedure must be respected absolutely on the site: the insured person must
- a) notify the vehicle hire company immediately;
  - b) 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);
  - c) on return of the hired vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
  - d) pay any excesses directly himself on site.
- B 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.

### 13.12 Claim (Breakdown assistance)

- A In order to be entitled to benefits from ERV, the Alarm centre or ERV must be notified immediately when an insured event occurs.
- B The following documents must i.a. be delivered to ERV:
- the original report on the circumstances (police report, accident report),
  - the original receipts and bills,
  - a copy of the insurance policy.

## 14 Glossary

### A Abroad

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

### 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.

### C 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.

### E Epidemic

An epidemic is an infectious disease which occurs to an above-average extent, in terms of both place and time.

### Europe

The territory of Europe includes all states in the continent of Europe as well as the Mediterranean islands and the Canary Islands, the Azores, Madeira, Spitzbergen and the non-European Mediterranean coastal states. The eastern border to the north of Turkey is formed by the Ural mountain range and the countries of Azerbaijan, Armenia and Georgia, which likewise are deemed to be in the territory of Europe.

### Expedition

An expedition is a scientific discovery or research trip lasting several days to a remote and unexplored region or a mountain-climbing expedition from a base camp to heights more than 7,000 m above sea level. This also includes expeditions to extremely remote lowlands such as at the two poles or, for example, the Gobi Desert, the Sahara, the primeval forest in the Amazon region or Greenland, as well as the exploration of specific cave systems.

### Extreme sport

Exercising exceptional sporting disciplines, whereby the person concerned is exposed to the highest physical and mental stress. The current SUVA classifications, among others, apply.

### 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.

### I 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.

### Insured persons

Insured persons are the persons named in the policy or proof of payment or the group of persons described in the policy. They receive insurance cover and can be individual policyholders at the same time.

### Isolation/quarantine

Isolation or quarantine are measures intended to interrupt infection chains and thus contain the further spread of an infectious disease.

### M Medical aids

Medical aids are any essential items used for treatment or examination (wheelchairs, prostheses, respiratory therapy equipment, prescription drugs, glasses, contact lenses, etc.).

### N Natural event

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

### O Official order

An official order is any instruction or order issued by an official authority at home or abroad (e.g. detention, entry or exit bans, closure of borders and/or airspace, lockdowns). They have a mandatory character.

### P Pandemic

A pandemic is the global spread of an epidemic.

### Place of residence/country of residence

Country of residence is the country in which the insured person has their legal domicile or habitual abode or which they had before commencement of the insured stay.

### Policyholder

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

### Public transport/aircraft

Public transport/aircraft denotes all land vehicles and aircraft or watercraft registered for public passenger transport. Public transport does not include means of transport used for sightseeing tours/flights, rental cars and taxis.

### R Robbery

Theft involving the use or threat of violence.

### S Swiss

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

### Sports equipment

Sports equipment means all items required to engage in a sport (bicycles and e-bikes, skis, snowboards, hunting rifles, diving and golf equipment, rackets, stand-up paddle boards etc.), including accessories.

### Suspected infection

Infection with an infectious disease will be suspected following close contact with a person who has been tested as positive with the infectious disease in question.

### 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.

### Travel service

Travel services include, for example, booking a flight, a ship, bus or train journey, a bus transfer or other transport to or from the destination or, on site, booking a hotel room, holiday apartment, mobile home, houseboat or chartering a yacht.

### U Unrest of any kind

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

### V Valuable items

Valuable items include jewellery with or without precious metal, watches, notebooks/laptops and their accessories, hardware, photographic, cinematographic and audio equipment and their accessories. Any item with a replacement value of over CHF 2,000 is deemed a valuable item.