

# Medical/Guest Insurance

## 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 VVG).

### Who are your contractual partners?

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

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

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

### What insurance benefits are paid?

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

### How high is the premium payable?

The amount of the premium depends on the insurance cover selected and on the insured risks. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the quote, the insurance application or in the policy and premium note. The premium is generally 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 other duties do you, as policyholder, and the insured persons have?

The essential duties of the policyholder and the insured persons include the following, for example:

- In the event of a claim, it must be reported to ERV immediately, e.g. using the 24-hour helpline +41 848 801 803.
- The policyholder and insured persons must co-operate in clarifications of ERV, e.g. in clarifications in the event of a claim (obligation to co-operate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate loss).
- 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 contract commences and ends on the date stated in the insurance application and in the policy. If proof of insurance or a provisional cover note was issued, ERV will grant insurance cover from the date specified therein until delivery of the policy.

### 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 fees are charged?

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

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

### 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) E74

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### 1 GENERAL PROVISIONS

#### 1.1 Insured persons, policyholder, commencement of insurance

- A The insured persons are stated by name in the insurance policy. The insurance is exclusively valid for persons,
- who have not their place of residence in civil law or habitual abode in Switzerland,
  - and who have not yet reached their 80th birthday, and
  - who are travelling into Switzerland or into a Schengen State with a Schengen visa issued by the Swiss authorities.
- B The policyholder's place of residence in civil law is in Switzerland.
- C The insurance cover starts on the date stated on the insurance policy but in any case not before entering Switzerland.

#### 1.2 General exclusions

Not insured are events:

- a) having already occurred, or that were manifest when the travel service was booked or when the policy was taken out. The provisions of par. 3.2 C are reserved;
- b) in connection with illnesses or accidents, which have not been detected by a doctor at the time of occurrence and confirmed by a medical certificate; where the assessor (expert, doctor, etc.), who reaches conclusions about the claim event, is a direct beneficiary of or is related by birth or by marriage to the policyholder;
- d) which are attributable to a consequence of acts of war or terrorism, subject to the provisions of par. 3.2 A e);
- e) in connection with abduction;
- f) which are a consequence of dispositions made by a public authority (detention or ban on departure from the country, closure of air space, etc.);
- g) which occur on the occasion of participation in
  - competitions, races, rallies or trainings with motor vehicles or boats,
  - competitions or training sessions in connection with professional sport or an extreme sport,
  - trekking or tours in the mountains when sleeping at altitudes of more than 4,000 m above sea level,
  - expeditions,
  - acts of daring (reckless actions), in which the person concerned knowingly exposes himself to a particularly great risk;

- h) which occur when driving a motor vehicle or a boat without the legally required driver's license or in the absence of the legally required accompanying person;
- i) which are caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care;
- k) which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- l) which occur on the occasion of the wilful commitment or attempted commitment of crimes or misdemeanours;
- m) which the insured person causes in connection with suicide, self-mutilation and the attempt to do so;
- n) which are caused by ionising rays of any kind, in particular as a result of nuclear reactions.

### 1.3 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 If the insured person has a claim on another insurance policy (voluntary or compulsory insurance), cover is limited to the part of the ERV benefits exceeding those of the other insurance agreement.
- D Costs will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

### 1.4 Additional provisions

- A The claims lapse 2 years after a damage event occurs.
- B The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, 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 For the purpose of assessing whether a journey to a country is or is not reasonable because of strikes, unrest, war, terrorist attacks, epidemics, etc., the currently valid recommendations of the Swiss authorities shall as a matter of principle apply. These are in the first instance the Federal Department of Foreign Affairs (EDA) and the Federal Department of Health (BAG).

### 1.5 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,
  - in cases of emergency the ALARM CENTRE with 24-hour service, either by dialling the number **+41 848 801 803** or by dialling the **toll-free number +800 8001 8003**, fax +41 848 801 804. It will be available to you day and night (including Sundays and public holidays). The ALARM CENTRE will offer advice to you concerning the steps to be taken and it will organise the necessary assistance.
- B The insured/entitled person must take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the loss or damage.
- C ERV must be furnished immediately with
  - requested information and
  - the necessary documents 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 illness or accident, seek medical advice without delay; the doctor should be informed of the travel plans and his instructions followed. The insured/entitled person must release the physician who treated him from the duty of secrecy vis-à-vis ERV.
- E In case of culpable violation of the duties in connection with a loss or damage, ERV has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of a conduct in accordance with such duties.
- F 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 MEDICAL INSURANCE

### 2.1 Special provisions, scope, policy period

- A Family insurance applies to a maximum of 4 people (maximum 2 adults with their underage children). The amount insured applies per person.
- B With the exception of the country of residence, the insurance cover is valid in the Schengen States for the policy period set out in the insurance policy – maximum 6 months per stay.
- C The insurance cover is only valid if the insurance is taken out within the fifth day following arrival in Switzerland at the very latest. For later arrangements, a medical certificate must be submitted to ERV. ERV is free to reject the application without giving reasons.
- D If the insurance is taken out before entering Switzerland the insurance cover begins on the date of entry stated in the policy but not before the effective arrival of the insured person in Switzerland.

If the insurance is taken out after arriving in Switzerland, the insurance cover shall begin immediately on the day on which the insurance is taken out (subject to evidence of health pursuant to par. 2.1 C).

- E The starting and expiry dates of the insurance must be shown in the policy. If the actual date of entry is not known when the insurance is arranged, an "approximate date" in the future must be selected as the starting date. The insurance must start within a maximum of one year being arranged.
- F If the effective date of entry is known or is subsequently postponed, the policyholder is required to inform ERV before the start of the insurance by calling telephone number 0900 275 075 (CHF 1.90 per minute, from the fixed-line network) or faxing 058 275 27 42, otherwise a premium is payable for each month or part month.
- G The premium can only be reimbursed if
  - a) the cover has not yet begun;
  - b) it can be proved that entry has not taken place (e.g. by a letter of refusal from the competent authority in Switzerland);
  - c) it can be proved that the insured person returned to his country of residence early. In this case the tariff premium is due for the actual period of the stay and ERV reimburses the overpaid premium to the policyholder.
- H No claim to premium reimbursement exists if another insurance was arranged for the same risk.
- I For premium refunds or adjustments to the policy/insurance, a handling charge of CHF 50 per person or policy will be made.
- J Applications for a premium refund can only be accepted if they are submitted within 184 days of the expiry of the insurance cover.

### 2.2 Uninsured accidents

The following are not insured:

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

### 2.3 Uninsured illnesses

The following are not insured:

- a) general checkups or routine verifications;
- b) symptoms or illnesses which already existed when the insurance has begun;
- c) illnesses as a consequence of prophylactic, diagnostic or therapeutic medical actions (e.g. vaccinations, radiation), insofar as they are not occasioned by an insured illness;
- d) disorders of the teeth or jaw;
- e) sequels of contraceptive or abortive measures;
- f) pregnancy or childbirth, together with accompanying complications;
- g) conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

### 2.4 Insured events and benefits, excess

- A In cases of accident or illness, ERV provides compensation according to the valid regional health insurance tariff rates for outpatient treatment and/or inpatient treatment in a general hospital ward for
  - a) medically necessary treatment measures (including therapeutic agents) prescribed or implemented by a licensed doctor/chiropractor;
  - b) medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff;
  - c) purchase, rental, replacement or repair of medical aids such as artificial limbs, glasses or hearing aids if they are a consequence of an accident and prescribed by a doctor;
  - d) medically necessary rescue and transport costs to the nearest appropriate hospital for treatment, to max. 10% of the amount insured.
- B In cases of accident or illness, ERV pays the costs of emergency transport with medical care to the appropriate hospital for treatment at the place of residence of the insured person. When the insured event occurs, the ALARM CENTRE or ERV must be informed without delay. The decision on the need for this benefit and its nature and timing is made solely by the ERV doctors.
- C In cases of accident or illness, ERV pays the costs of a necessary search and rescue operation up to a maximum of 10% of the sum insured if the insured person is missing or has to be rescued.
- D If the insured person dies during the insured stay, ERV handles the organisation and costs of return of the coffin or urn to the last place of residence.
- E An excess of CHF 200 to be paid by the insured person will be applied to each claim payable. For persons aged over 60 this excess will be CHF 500.

### 2.5 Benefit limits

- A The insured sum limits the total of all benefits (as outlined in par. 2.4) arising during the period of insurance.
- B The benefits for treatment costs under all insurance policies in force with ERV are limited to CHF 50,000 per person.

### 2.6 Claim

- A In the event of illness or accident, a physician or pharmacist must be consulted immediately and the instructions given by him must then be complied with.
- B The following documents must i.a. be delivered to ERV:
  - the proofs of entry/exit,
  - a detailed medical certificate,
  - the medical, hospital and pharmacy bills,
  - a copy of the insurance policy.

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



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

A The entire par. 3 does not apply in case only the medical insurance in case of accident is taken out.

B Persons suffering from a chronic illness must arrange for their fitness to travel to be confirmed by a medical certificate, which must then be issued immediately before a travel service is booked.

C 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 severe illness, severe injury, severe pregnancy complication as well as death
  - of an insured person,
  - of a person travelling with the insured,
  - of a person not travelling with the insured, who is very close to the insured,
  - of the acting representative at the place of work, so that the presence of the insured person at that place is indispensable;
- b) strikes (except in the case of active participation) on the designated travel route abroad. Unrest of any kind, quarantine, epidemics or acts of God at the travel destination, should the life and property of the insured be at real risk and the continuation of the journey or stay therefore become impossible or unreasonable;
- c) severe detriment to the insured's property at his place of residence as a consequence of fire, storm, theft or water damage, so that his presence at home is indispensable;
- d) the breakdown of a booked or used means of public transport caused by a technical defect if on this account the continuation of the journey as scheduled cannot be guaranteed. Delays and detours of the booked or used means of public transport are not deemed to be breakdowns. There is no claim to benefits in the event of breakdowns or accidents with private vehicles which are driven by the insured or used by the insured as a passenger;
- e) warlike events or acts of terrorism, within the first 14 days of such an event, if these have caught the insured unawares abroad;
- f) theft of tickets, passport or identity card: only the benefits in par. 3.3 B h) are insured.

B If the person touching off the discontinuation, interruption or prolongation of the journey through an insured event is neither related by birth nor marriage to the insured, there is only an entitlement to benefits if the latter would have to continue the journey alone.

C If an insured person is suffering from a chronic illness, without the travel service seemingly being called into question for that reason at the time when the insurance is taken out or when the booking is made or before the journey is begun, ERV will pay the incurred insured costs if the travel service must be cancelled due to unforeseen severe acute aggravation of the disease or if the person dies as a result of the chronic disease (subject to the provisions of par. 3.1 B).

#### 3.3 Insured benefits

A The extent of entitlement to benefits is determined by the event causing the travel service to be discontinued, interrupted or prolonged. Previous or subsequent events are not taken into consideration.

- B In case of the occurrence of the insured event ERV will bear
- a) the costs
    - for transfer into the nearest hospital suited for the treatment,
    - of a medically attended emergency transport to the hospital suited for the treatment at the place of residence of the insured.Only ERV's doctors decide on the necessity, nature and timing of these benefits;
  - b) the costs of a necessary search and rescue operation up to CHF 10,000 per person if the insured is considered to be lost or must be rescued;
  - c) the organisation and costs of the formalities required by the public authorities if an insured person dies during the travel. In addition, ERV will pay the cost of cremation elsewhere than in the country of residence or the additional costs to comply with the international convention on the transport of corpses (minimum requirements such as a zinc coffin or zinc lining) and repatriation of the coffin or 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 2 insured persons) if a stay for a period fixed in advance was booked with a return journey;
  - e) the extra costs of an unscheduled return, and this on the basis 1st class ticket by train and economy class by plane;
  - f) a repayable cost advance up to CHF 5,000 per person if an insured must be hospitalised abroad (repayment within 30 days after the insured person's return home);
  - g) the costs corresponding to the non-used part of the booked travel service (excluding the costs of the originally booked return journey); this benefit is limited to the price of the travel service or the cancellation cost/amount insured stated in the policy and comprises a maximum of CHF 10,000 per person or, in the case of several insured persons, CHF 20,000;

- h) either the additional costs for continuation of the journey including accommodation, subsistence and communication costs for calls to the ALARM CENTRE (for a maximum of 7 days) in an amount of up to CHF 700 per person, or if a hire car is used up to CHF 1,000, regardless of how many persons use the hire car;
  - i) the travel costs (flight in the economy class/medium-priced hotel) to the sickbed of the insured up to CHF 5,000 per person for 2 persons who are very close to him if he must stay for more than 7 days in a hospital abroad;
  - k) the organisation of the cancellation of mobile phones, credit and debit cards, but not the resulting costs.
- C The decision as to the necessity, nature and timing of these benefits rests with ERV.

#### 3.4 Exclusions

A The insured person must take advantage of the services stipulated in par. 3.3 via the ALARM CENTRE and arrange for such services to be approved in advance by the ALARM CENTRE or ERV. Failing this, the benefits are limited to a maximum of CHF 400 per person and event.

B Payments are excluded

- a) if the service provider (travel company, hirer, event organiser, etc.) changes or interrupts the agreed service or should have changed or interrupted the service for objective reasons;
- b) in the event of termination, interruption or extension of the travel in respect of par. 3.2 A a) without medical indication (e.g. if adequate medical care was available locally) or if no physician was consulted locally;
- c) if the illness/complaint which gave rise to the interruption or prolongation of the journey is a complication or consequence of an operation or medical treatment already planned prior to the commencement of insurance coverage or at the time the booking was made or before the travel service was begun.

#### 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 GLOSSARY

A-Z

#### A Abroad

Abroad is deemed to be not Switzerland and not the country in which the insured person has their permanent residence.

#### Accident

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

#### C Country/place of residence

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

#### E Expedition

An expedition is a scientific expedition or research trip lasting several days to a remote and undeveloped region, or a mountain tour from a base camp to altitudes above 7000m above sea level. This also includes tours to extremely remote flatland locations, such as the two poles or e.g. Spitsbergen, the Gobi desert, the Sahara, the primeval forest of Amazonia or Greenland, as well as the exploration of specific cave systems.

#### I Illness

Illness means any impairment of the physical, mental or psychological health which is not a consequence of an accident and requires a medical examination or treatment or results in incapacitation from work.

#### Insured persons

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

#### P Policyholder

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

#### Switzerland

For the purposes of territorial limits, Switzerland includes Switzerland and the Principality of Liechtenstein.