Edition
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ERV
Your travel insurance

General conditions of insurance (GCI) E30

Information about your insurance policy

Dear Client

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Insurance Contract Act).

Who is your contracting party?
The insurer is EUROPÄISCHE Reiseversicherungs AG (hereinafter referred to as "ERV"), a stock corporation under Swiss law, with its registered office at St. Alban-Anlage 56, 4002 Basel. For travel legal protection you are insured through Coop Rechtsschutz AG, a stock corporation under Swiss law, with its registered office at Entfelderstrasse 2, 5001 Aarau.

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. Other types of payment are possible on request, and may involve a supplement. 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. After the expiration of the agreed contract period, the contract will be tacitly renewed for successive terms of 365 days unless one of the contracting parties gives 90 days prior written notice of termination. If the term of the contract is less than 365 days, it terminates on the expiry date stated in the policy.

The contract may, among other things, be terminated prematurely by notice of cancellation:
- following a loss event for which ERV has made payments:
  – by the policyholder within 14 days of being notified of the payment; the insurance cover terminates 14 days after receipt of the notice of cancellation;
  – by ERV at the latest at the time when payment is made; the insurance cover terminates 14 days after receipt of the notice of cancellation;
- in the event of an increase in the premiums or deductible sums or of amendments to the GCI by ERV: by the policyholder at the end of the insurance year, if he does not agree with the revision. 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.

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) E30

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PACKAGE OPTIONS

All packages are covered by par.

		MULTI TRIP COMFORT	MULTI TRIP CLEVER	MULTI TRIP JEUNESSE	SINGLE TRIP	EASY TRIP	WORRY-FREE SUPPLEMENTARY PACKAGE
1	**General provisions**						
20	**Glossary**						
	and also						
2	**Cancellation costs**	×	×	×	×	×	
3	**SOS protection for unforeseen incidents during the trip**	×	×	×	×	×	
4	**SOS protection at home**	×	×	×			
6	**Dog & cat extension of cover**	×					×
7	**Replacement trip**	×	×	×			
10	**Baggage**	×					×
11	**Baggage during transport**		×	×			
14	**Medical and hospital expenses worldwide**	×					×
16	**Air accident**	×	×	×			
17	**Airline insolvency protection**	×					×
18	**Volcanic eruption and natural disasters**	×					×
19	**Flight delay**	×					×

The following general provisions and the glossary apply to all types of travel insurance offered by EUROPÄISCHE Reiseversicherungs AG (hereinafter referred to as "ERV"). The following parts (2–19) govern the cover provided by each type of insurance.

1 GENERAL PROVISIONS FOR ALL TRAVEL INSURANCES

1.1 Insured persons

A This insurance covers those people listed on the policy. The insurance covers people who have their place of residence in civil law or habitual abode
   a) in Switzerland;
   b) in the European Union (EU), as long as they book their travel service together with the policy in Switzerland and the policy is valid for less than 4 months;
   c) outside Switzerland, as long as they are spending their staying in Switzerland with a Schengen visa and arrange the MEDICAL/GUEST INSURANCE and the SOS PROTECTION FOR UNFORESEEN INCIDENTS DURING THE TRIP.

B If family insurance is arranged, the policyholder and the following persons living with him in a joint household are insured: his spouse or partner, the parents, grandparents and children. His underage children and underage holidaying and foster children not living with him in a joint household are also insured. A family also means 2 people living together with their children, if any.

C The conclusion of the MULTI TRIP JEUNESSE annual insurance is possible only up to the age of 26 (date of the 26th birthday). On reaching the maximum age, the policy will automatically be converted into a MULTI TRIP CLEVER annual insurance on the next renewal date.

D Groups of at least 5 people who book a trip together and complete at least the outward and return journeys together may arrange the SINGLE TRIP GROUP option. The insured persons are recorded on a list of participants, which is sent in writing to ERV when the insurance agreement is concluded. The amount insured for cancellation costs is divided proportionately among the number of the participants.

1.2 Tax liability of foreign policyholders

Policyholders with their place of residence in civil law or habitual abode outside Switzerland are themselves responsible for ensuring that they comply with the relevant provisions of tax law. Policyholders should obtain information about the laws and regulations applicable in their country of domicile on the basis of an insurance relationship with ERV and seek individual expert advice. Depending on the applicable legal provisions, the policyholder may be required to settle the insurance tax himself in his country of residence in cases where an insurance policy is taken out abroad.

1.3 Period of validity for a combination of different products

If several products with different insurance periods are combined, the period is separated for each product.

1.4 Annual insurance policies – validity period, contract termination

A The annual insurance policies are valid for 365 days from the date of issue and will be automatically renewed for a further 365 days in each case unless cancelled in writing at least 90 days prior to expiry.

B Contract termination
   a) Following each loss event for which ERV makes payments, the contract can be terminated in writing
      • by the policyholder within 14 days of being notified of ERV's payment,
      • by ERV at the time when payment is made.
   b) The insurance ends 14 days after the notice of termination has been received by the other party.

C If the policyholder has his domicile in civil law or his habitual place of residence abroad, the insurance shall expire at the end of the insurance year or with immediate effect at the policyholder's request.

D If the contract is cancelled before the end of the contract term for a statutory or contractual reason, ERV reimburses the premium not spent unless
   • the policyholder cancels the contract following a claim and the contract had been in force for less than 12 months at the moment of the cancellation,
   • ERV pays the insurance benefits and the insurance contract is invalid because the risk no longer applies (total loss or exhaustion of the benefits).

1.5 Premium payment and amendment of the contract

A 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.

B ERV may alter the GCI, premiums and excesses at the beginning of a new insurance year, notifying the policyholder of such changes at least 30 days before the end of the current insurance year. If the policyholder does not agree with an amendment of the contract, he may cancel the insurance contract in writing. Notice of cancellation is valid if it is received by ERV on or before the last day of the current insurance year.

1.6 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. 2.2 D, par. 3.2 C and par. 14.3 e) 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;
   c) 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.), subject to the provisions of par. 12.3, par. 12.4, par. 18.2 and par. 18.3;
   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.

1.7 Claims against third parties

A If the insured has been compensated by a liable third party or his insurance, any reimbursement on the basis of the present contract is cancelled. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to ERV.

B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance shall apply.

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

D The provisions of par. 1.7 A–C are not applicable for capital benefits in case of death or disability.

1.8 Additional provisions

A Should the policy be received by post, it may be returned to the issuing office within 48 hours of receipt. If this is not done in time, then the contract will be considered to have come about.

B The claims lapse after a damage event occurs
- for capital accident insurances after 5 years,
- for other insurances after 2 years.

C The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.

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

E The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act (VVG).

F 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).

G Address changes shall be reported to ERV without delay. If the insurance contract or the premium invoice cannot be delivered, the obligation of the insurer to provide benefits shall be suspended until the outstanding premium has been paid in full.

H If a status which justifies special concessions ceases to exist, the insured person must inform ERV without delay. Otherwise, the insurer reserves the right to reduce the benefits in the event of a claim.

I ERV invoices are payable within 30 days. In the event of reminders and debt enforcement, ERV charges the following fees:
- statutory reminder CHF 20,
- initiating debt enforcement (plus official enforcement costs and court costs) CHF 50,
- deletion of a debt enforcement CHF 80. (deletion will only be performed if all outstanding amounts have been settled)

K A waiting period of 24 hours applies to all benefits for insurance concluded after the start of the travel service.

L ERV pays its benefits in principle in CHF. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured person.

1.9 Obligations in case of claim

A Please contact
- in case of claim, the Insurance Claims Department of EUROPÄISCHE Reiseversicherungs AG, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch (TRAVEL LEGAL PROTECTION see par. 12.6 D),
- **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 CANCELLATION COSTS

2.1 Special provision, scope, policy period

Persons suffering from a chronic illness must arrange for their fitness to travel to be confirmed by a medical certificate, which must then be issued immediately before a travel service is booked. The insurance cover is valid worldwide and takes immediate effect once the insurance has been taken out or, if insurance cover already exists, when the reservation is made. It ends once the insured travel service has begun (check-in, on boarding the reserved mode of transport, etc.).

2.2 Insured events

A ERV grants insurance protection if the insured person is unable to start the booked travel service as a result of one of the occurrences listed below, provided such an occurrence begins after the travel service has been booked:

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;
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) non-functioning or delay both caused by personal accident or by a technical defect of the public means of transport to be used to reach the official place of departure in the country of residence (airport, departure railway station, port or coach boarding place);
e) if within the last 30 days prior to departure
- the insured person unexpectedly takes up a new permanent post as an employee with a new employer (promotions, etc. are excluded), or
- the contract of employment of the insured person is terminated through no fault of his own by his employer.

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: benefits, in accordance with par. 2.3 B, are limited to a maximum of CHF 10,000 per event and person or to CHF 20,000 per event and family.

B If MULTI TRIP COMFORT has been taken out, the list of insured events in par. 2.2 A is extended by the following point:

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 such a case, in accordance with par. 2.3 B, payments are limited to a maximum of CHF 7,500 per event and person or to CHF 15,000 per event and family.

C If the person touching off the claim 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 start/continue the journey alone.

D If an insured suffers from a chronic disease without this disease appearing to call into question the travel service at the time when the insurance is taken out or when the booking is made, ERV will pay the incurred insured costs if the travel service must be cancelled due to unforeseen severe acute aggravation of this disease or if the person dies as a result of the chronic disease (subject to the provisions of par. 2.1).

2.3 Insured benefits, excess

A The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the booked travel service. Previous or subsequent events are not taken into consideration.

B ERV reimburses the actually incurred cancellation costs (excl. security fee and airport taxes) if the insured is unable to start the journey, as a result of the insured occurrence limited by the price of the travel service or the insured value. Disproportional or repeated administrative fees are not covered.
The benefits for cancellation costs under all insurance policies in force with ERV are limited to a maximum of CHF 25,000 per event and person, and to CHF 60,000 per event and family.

C ERV reimburses the additional costs for the late start of the journey if the travel service cannot be started due to the insured event at the scheduled time; this

benefit is limited to the price of the travel service and comprises a maximum of CHF 3,000 per person. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with par. 2.3 B.

D For each indemnifiable event over CHF 10,000 per individual person, an excess of 10% payable by the insured person is deducted from the part which exceeds that sum. For families the excess is 20% above a claim of CHF 20,000.

E For all insured persons who cancel the booked travel service as a consequence of illness or accident of a participating person who had reached his/her 65th birthday when the insured event occurred, an excess of 10%, subject to a minimum of CHF 100 per event, will be deducted over and above the provisions of paragraph 2.3 D.

F The provisions of par. 2.3 D and E are not applicable for the annual insurance MULTI TRIP COMFORT.

G The benefits for leisure activity cover (day trips, further education courses, concert tickets, ski passes, entry fee for a city run, etc.) are limited to CHF 500 per person per event.

2.4 Exclusions

Payments are excluded

a) if the service provider (travel company, hirer, organiser, etc.) cancels the agreed service or should have cancelled the service for objective reasons;
b) if the illness/complaint which gave rise to the annulment is a complication or consequence of an operation or medical treatment already planned prior to the commencement of insurance coverage or at the time the travel service was booked;
c) if an illness or the consequences of an accident, an operation or medical treatment already exist at the time of booking the trip and have not been resolved by the time of departure;
d) in the event of cancellation in respect of par. 2.2 A a) without medical indication, or if the medical certificate was not made out as soon as the inability to travel could have been established or was obtained by means of a telephone consultation;
e) if the cancellation is the result of a mental or psychosomatic illness
   • which cannot be substantiated by a finding and attestation by a psychiatric specialist and
   • of persons in gainful employment which cannot be additionally substantiated by the presentation of a certificate of 100% absence issued by the employer for the duration of the inability to travel certified by a medical practitioner.

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 FOR UNFORESEEN INCIDENTS DURING THE TRIP

3.1 Special provision, scope, policy period

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

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 per booking. No refund will be granted for unused accommodation services if ERV pays the costs of alternative accommodation. This benefit lapses if there is entitlement to a voucher for a replacement trip according to par. 7.2;
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.

D In relation with par. 3.3 B g), the benefits for leisure activity cover (day trips, further education courses, concert tickets, ski passes, entry fees for a city run, etc.) are limited to CHF 500 per person per event.

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 SOS PROTECTION AT HOME

4.1 Scope, policy period
The insurance cover is valid worldwide for the policy period set out in the insurance policy for as long as and as often as the insured is away from his usual place of residence.

4.2 Insured events, benefit, claim
The requested assistance can be organised through the ALARM CENTRE (24-hour service), either by dialling the number **+41 848 801 803** or by dialling the **toll-free number +800 8001 8003,** if the insured person suddenly becomes aware of a special risk or emergency at home during his absence (e.g. unlocked doors/windows, electric cooker left switched on, a pet not cared for). In such cases, ERV assumes the costs for organising the assistance, but not the costs for remedying the dangerous or emergency situation.

5 EXAMINATION GUARANTEE

5.1 Special provision, scope, policy period
Persons suffering from a chronic illness must arrange for their fitness to participate to be confirmed by a medical certificate, which must then be issued immediately before booking the course. The insurance cover applies worldwide and begins on the first and ends on the last day of school, course or examination provided that these dates are within the period of insurance specified in the policy. Events during the outward and return journeys are not covered.

5.2 Insured events and benefits

A If completion of the stay or course is in doubt due to psychological problems suffered by the insured person for the first time, ERV pays the costs of organising the necessary immediate assistance from professionals but not the therapy costs.

B For problems of an organisational and interpersonal nature in relation to the school/course venue and accommodation/guest family, the organisation to resolve the problem is covered.

C 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 him to retake the equivalent examination at an internationally recognised institution within one year of receiving the examination result. If more than one level of performance is examined during the insurance period, the ERV benefit only covers the first level.
Subject to the following:
a) Any entrance or grading test which allows entry to the course/examination must have been passed.
b) The failed examination must have been preceded by a course lasting at least 6 weeks.
c) Regular attendance at the classes shown on the teaching plan, including completion of the homework, must be substantiated.

5.3 Exclusions
Payments are excluded, if the ALARM CENTRE or ERV has not given its prior approval to the benefits in accordance with par. 5.2.

5.4 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.

6 DOG & CAT EXTENSION OF COVER

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

6.2 Insured events, benefits, exclusion
Par. 2.2–2.5 apply to cancellation fees and par. 3.2 to 3.5 to the return trip costs insurance (SOS PROTECTION), the following point being added to the list of insured events in par. 2.2 A a) and 3.2 A a):
- of a dog or cat belonging to the insured person.

The ERV benefits are determined by the applicable insurance conditions and benefits in any existing cancellation fees and return trip costs insurance (SOS PROTECTION) and are limited to the following sums:
– Cancellation fees, max. CHF 5,000 per event;
– SOS protection, CHF 2,000 per event.
Commercial pet keeping is excluded.

7 REPLACEMENT TRIP

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

7.2 Right to a replacement trip
If the insured person becomes seriously ill or injured on the trip and an officially authorised alarm or emergency call centre arranges his repatriation with medical care, he receives a voucher for a replacement trip to the value of the travel service booked before departure; this benefit is limited by the insured value or to a maximum of CHF 5,000 for an individual policy or CHF 10,000 for a family policy, in which case any benefit under par. 3.3 B g) lapses.

7.3 Claim

A For the ERV benefits to be claimed, the repatriation with medical care must be arranged by an officially authorised alarm or emergency call centre.

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.

8 MOTOR VEHICLE BREAKDOWN ASSISTANCE

8.1 Scope, policy period
The insurance cover is valid Europe-wide for the policy period set out in the insurance policy.

8.2 Insured persons and vehicles

A Passenger car breakdown assistance
Insured is the passenger car, camper up to 3,500 kg or motorcycle used by the insured persons living in the same household. Also insured are trailers that are, together with the towing vehicle, legally registered for road use.

B Delivery van breakdown assistance
The insurance applies to an insured delivery van or minibus with a total weight of up to 3,500 kg. The registration number of the vehicle to be insured must be notified to ERV on conclusion of the policy. The driver of the insured vehicle is hereinafter known as “insured person” (par. 8.3–8.5).

8.3 Insured events and benefits

A In case of the occurrence of breakdown, accident or theft of the vehicle driven by the insured person, ERV will bear
a) the towing and repair at the place of damage up to a maximum of CHF 400 per incident (incl. all spare parts carried by the breakdown service needed to temporarily repair the vehicle, excluding any costs for further material). The costs for work carried out in a garage and any further spare parts are not insured;
b) storage costs up to a maximum of CHF 300;
c) recovery of the vehicle up to a maximum of CHF 2,000 per incident;
d) the delivery of spare parts, should these not be readily available;
e) an expertise up to a maximum of CHF 200, should the repairing charges seem unjustified;
f) the costs for the continuation of the trip or for the return journey to the insured person’s place of residence as outlined in par. 3.3 B h) (incl. rental of a temporary replacement vehicle of the same category), if for any justifiable and demonstrable reason the insured persons cannot wait until repair of the vehicle is completed;
g) the return of the vehicle organised by ERV, should
- it not be repairable within 48 hours,
- the stolen vehicle only be found after 48 hours, or
- the insured person be forced to leave her vehicle behind and travel with another form of transportation or if she 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 involved;
h) the train fare to the location of the vehicle, should the insured person choose to organise the return of the vehicle himself;
i) custom charges for the vehicle, should it be impossible to return it to the insured person’s home country due to total loss or theft.

B ERV provides the insured person with an advance payment of up to CHF 2,000 per incident for repair bills in a foreign country, which is repayable within 30 days after the insured person’s return to her place of residence.

8.4 Exclusions
Payments are excluded
a) if the ALARM CENTRE or ERV has not given its prior approval to the benefits in accordance with par. 8.3;
b) if the vehicle was insufficiently serviced or if damages already existed prior to the journey or were bound to occur during travel;
c) for vehicles which are identified by a dealer’s plate (U number).

8.5 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 original report on the circumstances (police report, accident report),
- the original receipts and bills,
- a copy of the insurance policy.

9 EXCESS GUARANTEE FOR HIRED VEHICLES

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

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

9.2 Insured vehicles

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

9.3 Insured events

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

9.4 Insured benefits

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

B The amount of the insurance benefit will depend on the particular excess, but is limited to a maximum of CHF 10,000 per hire contract.

9.5 Exclusions

Payments are excluded

a) if the comprehensive or theft insurer declines the claim;
b) in the event of claims for which the main insurance does not stipulate an excess;
c) in the event of claims related to a breach of the contract with the vehicle hire company;
d) 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;
e) in the event of material damage to the oil sump or tyres;
f) in the event of claims caused by loss of, or damage to, the car key;
g) in the event of claims which occur off the public highway or on unofficial roads or on race tracks.

9.6 Claim

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.

10 BAGGAGE

10.1 Scope, policy period

The insurance cover is valid worldwide for the policy period set out in the insurance policy, and for as long as and for as often as the insured objects are outside the permanent home of the insured person.

10.2 Insured objects

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

B Sports equipment, wheelchairs and children's prams are insured only if they are handed over to a public means of transport for carriage. The insurance cover applies for the period during which such objects are in the custody of the transport operator.

10.3 Uninsured objects

The following are not insured:

a) cash and travel tickets (subject to par. 10.5 A d)), securities, official deeds and documents of all kinds (subject to par. 10.5 A g)), software, precious metals, precious stones and pearls, postage stamps, commercial goods, samples of goods and objects with an artistic or collection value, musical instruments, motor vehicles, trailers, boats, surfboards, caravans and aircraft, in each case with their accessories;
b) objects purchased or received as gifts during the travel (such as souvenirs) which are not personal travel effects;
c) valuables which are covered by a special insurance;
d) objects which are carried on the journey otherwise than for own personal use (gifts, goods for third parties, etc.).

10.4 Insured events

A The following are insured:

- theft, breaking and entry, robbery,
- damage, destruction,
- loss during carriage by a public means of transport,
- late delivery of at least 6 hours by a public means of transport.

B During camping, events described in par. 10.4 A are only insured within official camping sites.

10.5 Insured benefits

A ERV provides the following compensation:

a) in the event of total loss of insured objects, their current value; current value means the purchase price less depreciation of not less than 10% per year from the date of purchase, subject, however, to a maximum of 60%;
b) in the event of partial loss, the costs of repair, subject to a maximum of the current value;
c) for the totality of valuable objects a maximum equivalent to 50% of the insured sum;
d) cash and travel tickets solely in the event of robbery and up to a limit of 20% of the insured sum, subject to a maximum of CHF 1,000 and CHF 2,000 for the replacement of tickets;
e) damage caused by breakage, up to a limit of 20% of the insured sum;
f) spectacles, contact lenses, prosthetic devices and wheelchairs up to a limit of 20% of the insured sum;
g) in the event of theft or loss of a passport, identity card, driving licence, vehicle log book and similar documents and keys, the replacement costs;
h) in the event of theft or loss of credit cards and mobile phones, the organisation (but not the cost) of registering opposition;
i) 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. Payments are excluded for losses happening during the return travel to the place of residence;
k) for objects which are not valuables left in a locked vehicle, boat or tent, up to 50% of the insured sum subject to a maximum of CHF 4,000 per insured journey.

B The insured sum limits the total of all benefits in respect of claims arising during the period of insurance.

C The benefits for baggage under all insurance policies in force with ERV are limited per journey to CHF 5,000 per individual and CHF 10,000 per family.

10.6 Exclusions

Payments are excluded for

a) damage caused by wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the objects;
b) damage caused by leaving behind, misplacing, losing and dropping;
c) objects which were left, even temporarily, in a place which is accessible to the public outside the area of influence of the insured person, on or in unlocked vehicles or boats;
d) objects which are kept in a manner inappropriate to their value;
e) 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;
f) objects which are left behind on or in vehicles, boats or tents overnight (10 pm to 6 am).

10.7 Duties of conduct while travelling

A Valuable objects, if they are not worn or used, must

- have been handed over to an overnight accommodation provider or a guarded cloakroom for custody or
- be stored in a locked room which is not accessible to the public and kept under separate lock and key in that room; bags of all kinds, beauty and attaché cases, as well as jewellery boxes, are not regarded as sufficient containers.

B The travel advice issued by the Federal Department of Foreign Affairs (EDA) for the particular travel destination, in particular concerning local crime and the precautionary measures to be taken, must be noted and complied with.

10.8 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.

11 BAGGAGE DURING TRANSPORT

11.1 Scope, policy period, benefits

The insurance cover is valid worldwide, exclusively during the transport by a public means of transport, and for as long as the insured objects are in the care of a transport company. The benefits are limited by the insured value or to CHF 1,000 per person and CHF 4,000 per journey, other provisions see par. 10.2–10.8.

12 TRAVEL LEGAL PROTECTION

Legal protection within the framework of the following conditions is a product in collaboration with Coop Rechtsschutz. Coop Rechtsschutz is the underwriter and undertakes to provide the insured benefits within the framework of the following conditions.

12.1 Scope, policy period

With the exception of Switzerland, the insurance cover is valid worldwide for the policy period set out in the insurance policy.

12.2 Insured benefits

Coop Rechtsschutz provides benefits only in the following exhaustively enumerated situations:

A The protection of the insured person's legal interests through the legal service of Coop Rechtsschutz.

B The payment of up to CHF 250,000 (or CHF 50,000 in cases outside Europe) for
- a) the costs of lawyers appointed by Coop Rechtsschutz;
- b) the costs of appointed experts;
- c) the costs of legal proceedings and court costs charged to the insured person;
- d) the fees and costs of legal proceedings to be reimbursed to the opposing party;
- e) the costs of collecting the compensation to which the insured person is entitled;
- f) providing an advance of any bail required to prevent imprisonment pending the resolution of legal proceedings against the insured person up to CHF 100,000 (or CHF 50,000 in cases outside Europe); provided however, that the advance payment must be repaid by the insured person to Coop Rechtsschutz.

C The following will not be paid:
- a) fines;
- b) compensation for damage;
- c) costs which a third party is liable to pay.

Any judicially awarded reimbursement of fees and costs of legal proceedings must be assigned to Coop Rechtsschutz.

12.3 Insured capacities

The insured person enjoys legal protection in his capacity as
- a) driver and keeper of his own vehicle and hirer of another motor vehicle; disputes arising from repair of his own vehicle are also covered;
- b) participant in sport, pedestrian, cyclist, motorcyclist or passenger in any means of transport;
- c) tenant of a holiday home;
- d) course participant at a foreign school;
- e) party to a travel contract;
- f) victim of a violent crime.

12.4 Insured legal protection events

A Compensation for damage
Claims made against the insured person (including the insured person's liability insurer) for non-contractual claims or damages.

B Insurance law
Legal disputes with insurance companies, health care plans or pension funds in connection with the capacities listed under par. 12.3.

C Criminal and administrative proceedings
Representation in criminal and administrative proceedings before a foreign police or criminal court, as well as administrative authorities, as a result of 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
Lawsuits arising out of the following contracts under the Code of Obligations (this is an exhaustive list):
- a) hire of a motor vehicle, non-motor-driven hobby and sports equipment or a holiday home;
- b) freight and carriage contract for transportation of holiday baggage;
- c) travel contract, provided the legal domicile is in Switzerland and Swiss law is applicable;
- d) school contract, provided the legal domicile is in Switzerland and Swiss law is applicable.

12.5 Exclusions

No legal protection will be granted for
- a) all legal protection events or capacities not specially listed;
- b) cases which occurred before the relevant insurance was taken out; the case is deemed to have occurred at the time the insured event took place or at the time of the breach of contract;
- c) cases arising from disputes between insured persons or with Coop Rechtsschutz, their official bodies and representatives;
- d) cases in connection with the collection of debts, as well as cases in connection with ceded payments;
- e) the defence of claims for either damages or pure financial loss (without a related physical injury or property damage);
- f) proceedings to obtain reinstatement of a driving licence;
- g) cases when the disputed sum is under CHF 300.

12.6 Claim

A Reporting the claim for legal protection
The insured person must immediately report the occurrence of a case of legal protection in writing to Coop Rechtsschutz.
The insured person must cooperate with Coop Rechtsschutz in the resolution of legal protection events, provide the necessary authorisations and information, as well as forward without delay any notices delivered to them and in particular any notices received from legal authorities.
If the insured person breaches these obligations, Coop Rechtsschutz can reduce the benefits to the extent of the additional costs incurred. In cases of major violation, benefits can be refused.

B Procedure in the event of a claim
After consulting with the insured person, Coop Rechtsschutz will take action necessary for protection of their legal interests.
If the services of a lawyer are required, in particular in connection with court or administrative proceedings or in cases of conflicts of interests, the insured person is free to select the lawyer.
The lawyer, however, will be appointed solely by Coop Rechtsschutz. If this condition is not observed, Coop Rechtsschutz can reduce its benefits.
If there are no good reasons for changing lawyers, the insured person will be responsible for paying the costs incurred by so doing.

C Procedure in case of differences of opinion
If Coop Rechtsschutz and the insured person disagree about the next steps, in particular in cases which Coop Rechtsschutz considers futile, the insured person can request the initiation of an arbitration. The arbitrator is decided on by both parties. The other details of this process are governed by the Arbitration Agreement. If the insured person takes legal action at their own cost, Coop Rechtsschutz will pay the insured person the contractual benefits if the outcome of the proceedings is more favourable than the assessment previously made by Coop Rechtsschutz.

D Notices
All notices should be sent to the headquarters of Coop Rechtsschutz, 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.

13 MEDICAL/GUEST INSURANCE

13.1 Special provisions, scope, policy period

A 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 Family insurance applies to a maximum of 4 people (maximum 2 adults with their underage children). The amount insured applies per person.

C 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.

D The insurance cover is only valid if the premium is paid 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.

E 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 premium has been paid and 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 premium is paid (subject to evidence of health pursuant to par. 13.1 D).

F 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.

G 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.

H 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.

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.

K Applications for a premium refund can only be accepted if they are submitted within 184 days of the expiry of the insurance cover.

13.2 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.

13.3 Uninsured illnesses

The following are not insured:
- a) general checkups or routine verifications;
- b) symptoms or illnesses which already existed when the insurance was taken out or the booking made or could – theoretically – have been diagnosed by a doctor on the occasion of a medical examination, together with their sequels and complications;

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.

13.4 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.

13.5 Benefit limits

A The insured sum limits the total of all benefits (as outlined in par. 13.4) 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.

13.6 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.

14 MEDICAL AND HOSPITAL EXPENSES WORLDWIDE

14.1 Special provision, scope, policy period

The insurance is exclusively valid for persons who have their place of residence in civil law or habitual abode in Switzerland and who have not yet reached their 80th birthday. With the exception of Switzerland, the insurance cover is valid worldwide for the policy period set out in the insurance policy.

14.2 Insured events and benefits

A In cases of accident or illness ERV pays the costs incurred abroad according to par. 13.4 A up to the insured value or a maximum of CHF 100,000 per person.

B These benefits will be provided until 90 days after the stipulated end of the policy period, if the insured event (illness or accident) occurred during the policy period.

C All benefits will be provided subsequent to the statutory Swiss social security (Health and Accident Insurance Acts).

14.3 Exclusions

Payments are excluded
a) in the cases listed under par. 13.2 and 13.3;
b) cost sharing or franchises from the Swiss social security;
c) epidemics;
d) participation in riots or demonstrations of any kind;
e) benefits for illnesses or accidents that had been in existence before the insurance was taken out – an exception is an unforeseen acute deterioration in health due to a chronic condition;
f) benefits for treatments or care abroad when the insured person went to the place for such treatment;
g) benefits for treatments which are not effective according to scientifically demonstrable methods, expedient and performed economically (Art. 32 and 33 KVG – Health Insurance Act);
h) benefit reductions imposed by other insurances.

14.4 Reimbursement of costs

In the case of cost-intensive treatments, ERV credits costs (directly to the hospital) within the framework of this insurance for all inpatient stays in hospital, subject to the provisions of par. 14.2 C. ERV grants no cost credits for outpatient's treatments (physician's, pharmaceutical and pharmacist's costs).

14.5 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.

15 PERSONAL ACCIDENT

15.1 Special provisions, scope, policy period

The insurance is not valid for persons who have passed their 80th birthday. 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.

15.2 Insured events and benefits

A In case of death of the insured person as the result of an accident or within 5 years of an accident as a consequence thereof, ERV shall pay the agreed sum, namely to those beneficiaries specified in the policy or, if none are given, to the legal heirs; with the exception of the tax authorities and 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 case of disability which is medically diagnosed at the latest within 5 years of the date of the accident and is 100%, ERV shall pay the agreed capital; in case of partial disability, an appropriate percentage thereof.

a) The degree of disability is stipulated in the cases listed below:

• loss of both legs or feet, both arms or hands	100%
• loss of an arm or a hand and likewise a leg or a foot	100%
• full paralysis, untreatable, any mental disorder preventing work	100%
• loss of an arm at or above the elbow joint	70%
• loss of a lower arm or a hand	60%
• loss of a thumb	22%
• loss of an index finger	15%
• loss of another finger	8%
• loss of a leg at or above the knee joint	60%
• loss of a leg below the knee	50%
• loss of a foot	40%
• loss of sight in both eyes	100%
• loss of sight in one eye	30%
• loss of sight in the second eye for one-eyed people	70%
• loss of hearing in both ears	60%
• loss of hearing in one ear	15%
• loss of hearing in one ear, if that of the other ear had already been completely lost before the insured event occurred	45%

b) The total loss of use of limbs or organs is equated with loss.

c) For partial loss or only partial loss of use of limbs, an appropriate lower degree of disability shall apply.

d) If several body parts are affected, the severity of the disability, which cannot exceed 100%, is determined by adding the individual percentage rates together.

e) If the actual degree of loss is not of the stated combinations, the severity of the disability is determined on the basis of a medical diagnosis according to the percentages listed above, taking into account the circumstances of the insured person.

f) If body parts were partially or fully lost or unusable before the accident, the list above shall be used as a basis for calculating the severity of the disability.

15.3 Benefit limits

ERV shall pay:
a) in case of death
- of insured children who, at the time of the accident, had not yet completed their 16th year, a maximum of CHF 10,000,
- of persons insured who, at the time of the accident, had completed their 65th year, half of the agreed sum insured;

b) in case of disability
- of insured children who, at the time of the accident, had not yet completed their 16th year, 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 is per CHF 1,000 disability capital an annual sum of CHF 83, in the case of a degree of disability of 100% (increments according to the degree of disability in accordance with par. 15.2 B);

c) from all current accident insurances altogether (incl. AIR ACCIDENT) per person a maximum of
- 1 million CHF on death,
- 2 million CHF on 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.

15.4 Exclusions

Payments are excluded in the cases listed under par. 13.2.

15.5 Claim

A Death as the result of an accident is to be advised in writing to ERV within 24 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.

16 AIR ACCIDENT

16.1 Scope, policy period

The insurance cover is valid worldwide for the policy period set out in the insurance policy (par. 16.4 A is also applicable) for as long as and as often as the insured is away from his usual place of residence. If the 2x24 hour cover proposal is insured, the outward and return flights are covered but no other flights.

16.2 Insured events

A Insured are accidents sustained by an insured person who is the rightful passenger of a public aircraft. Also insured are accidents that occur during boarding and exiting, during runway taxiing of the aircraft, during parachute jumps in life-threatening situations and during emergency landings.

B Events related to airline companies against which a prohibition of operations has been issued (e.g. in the EU) are not insured.

16.3 Insured benefits

After an air accident suffered by the insured person or claimant, ERV pays
- the cost defined in par. 13.4 A and 13.5 B for a maximum of 5 years from the accident date,
- the benefits defined in par. 15.2 and 15.3 for death or disability.

16.4 Aircraft hijacking, violent incidents on board or acts of war

A In case of acts of war or terrorist events, the insurance continues to be valid, in the case of prior expiry of the policy, for a year after the date of the hijacking, the parachute jump or the 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 her place of residence or continuation of her journey to its original destination.

C Violent incidents on board

Accidents related to acts or war or terrorist events are insured
a) 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;
b) 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 Great Britain, the countries of the former Soviet Union, the USA, 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.

16.5 Claim

A Death as the result of an accident is to be advised in writing to ERV within 24 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.

17 AIRLINE INSOLVENCY PROTECTION

17.1 Special provision, scope, policy period

The insurance cover is valid worldwide for all reservations of scheduled flights that are published in an official timetable and begins upon full payment for the travel service and remains in force until the journey ends.

17.2 Insured events

ERV provides insurance protection in the event that the insured person cannot undertake or continue their journey as a result of airline insolvency. Airline insolvency is taken to mean an airline's inability to pay, filing for bankruptcy, going into administration or cessation of trading for financial reasons, irrespective of how long this situation may last.

17.3 Insured benefits

A If an insured person cannot undertake their trip, ERV will assume the organisation and costs of transferring bookings to a new airline up to the cost of the flight services originally booked and paid for with the airline that has gone into administration, excluding, however, a processing fee and taxes, up to the insured value or a maximum of CHF 2,000 per person.

B In the event of loss or damage during the trip, ERV will assume the costs of the return/onward journey of the insured person. For the return journey from neighbouring countries, the entitlement is limited to a first class rail ticket, provided the return rail journey per timetable to the airport in the home country is less than 6 hours. In the case of longer journeys, the entitlement comprises a return flight in economy class to the booked airport in the home country. Payments are limited by the insured value or 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, ERV will, if the insured person so desires, assume the costs of the one-off onward flight / intermediate stage, insofar as these costs 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.

C If several insured persons are affected by one and the same insured event, the indemnities payable by ERV are limited to the maximum amount of 1 million CHF. If entitlements exceed this amount, the payments will be proportionately allocated.

17.4 Exclusions

Payments are excluded
a) if the booking of the travel service is transacted after the airline's insolvency has first been announced;
b) if the tour operator, the ALARM CENTRE or ERV has not given its prior approval to the benefits in accordance with par. 17.3;
c) for all-inclusive tours booked through tour operators.

17.5 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.

18 VOLCANIC ERUPTION AND NATURAL DISASTERS

18.1 Special provision, scope, policy period

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.

18.2 Insured events

ERV provides insurance protection in the event that the insured person cannot undertake or continue their journey as a result of an Act of God, in so far as this occurred after the insurance was taken out.

18.3 Insured benefits

A The total benefits provided by ERV are limited by the insured value or to a maximum of CHF 2,000 per event and person.

B If an insured person is unable to set out on his journey, ERV
- either takes care of the organisation and costs of rebooking
- or pays cancellation costs effectively incurred (in each case excluding the administrative charges and taxes).

C If a claim occurs during the travel, ERV pays
- either the additional costs of an unplanned return journey based on 1st class rail and economy class air travel
- or the additional costs for continuation of the journey including accommodation, subsistence and communication costs (for not more than 7 days) subject to a maximum amount of CHF 700 per person.

D If several insured persons are affected by one and the same insured event, the indemnities payable by ERV are limited to the maximum amount of 1 million CHF. If entitlements exceed this amount, the payments will be proportionately allocated.

18.4 Exclusions

Payments are excluded, if the tour operator, the ALARM CENTRE or ERV has not given its prior approval to the benefits in accordance with par. 18.3.

18.5 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.

19 FLIGHT DELAY

19.1 Scope, policy period

With the exception of the country of residence, 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.

19.2 Insured event and benefit
If an aircraft connection between two flights is missed by at least 6 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 by the insured value or to a maximum of CHF 1,000 per person.

19.3 Exclusion
No payments will be made, if the person insured is responsible for the delay.

19.4 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.

20 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.

Act of God
A sudden and unforeseeable natural event with catastrophic characteristics. The damage-causing event is brought about by geological or meteorological activity.

C Cancellation costs
If the traveller cancels the contract, the tour operator loses the right to the agreed trip price. He may however claim reasonable compensation. The level of compensation is based on the trip price less the expenses saved by the tour operator and the price he can obtain by using the travel services elsewhere.

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 Epidemic
An epidemic is an infectious disease occurring at above-average levels and limited in time and space (e.g. influenza).

Europe
For the purposes of territorial limits, Europe includes all states on the European mainland, the Mediterranean islands and Canary Islands, Madeira and the non-European states bordering the Mediterranean. The eastern boundary north of Turkey is formed by the Ural mountain range and the states of Azerbaijan, Armenia and Georgia, which likewise fall within Europe for the purposes of territorial limits.

Expedition
An expedition is a journey of discovery or research lasting for several days to a remote and undeveloped region or a mountain tour from a base camp to altitudes in excess of 7,000 metres 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.

Extreme sport
The practice of unusual sporting disciplines, in which the person concerned is exposed to very great physical and psychological stresses (e.g. Ironman Hawaii distance).

G Gross negligence
Gross negligence is committed when a person breaks an elementary rule of caution which, under the same circumstances, would have been imposed on any reasonable person.

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.

Public means of transport
Public means of transport relates to all vehicles licensed for public conveyance of persons by air, land and sea. Vehicles used for tours/air tours, and hire cars and taxis are not deemed to be public means of transport.

R Robbery
Theft which is accompanied by threats or violence.

S Sports equipment
Sports equipment refers to all items required for practising a sport (bicycles, skis, snowboards, hunting rifles, subaqua diving and golfing equipment, rackets, etc.) including accessories.

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

T Terrorism
The term terrorism means any act of violence or threat of violence to attain political, religious, ethnic, ideological or similar ends. The act of violence or threat of violence is liable to spread fear or terror among the population or parts of it or to influence a government or state institutions.

Travel service
Travel service means, for example, booking air, ship, coach or rail travel, a coach transfer or other transport to or from the location or locally booking a hotel room, holiday apartment, mobile home or houseboat or chartering a yacht.

U Unrest of all kinds
Acts of violence against persons or property arising from unlawful assembly, riot or tumult.

V Valuable objects
Valuable objects are e.g. jewellery with or without precious metals, furs, expensive timepieces, field glasses, leather garments, hardware, mobile phones, photographic, film, video and audio equipment, appliances of all kinds, in each case with their accessories.

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