

Travel cover (62 days)

INFORMATION ABOUT YOUR INSURANCE POLICY

Dear Client

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

Who are your contractual partners?

The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, 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. Box, CH-4002 Basel.

Who is the policyholder?

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

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

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

What insurance benefits are paid?

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

Which people are insured?

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

How high is the premium payable?

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

What responsibilities do the insured persons have?

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

- In the event of a claim, it must be reported to ERV immediately.
- The insured persons must co-operate in clarifications of ERV, e.g. in clarifications in the event of a claim (obligation to co-operate).
- In the event of a claim, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate loss).
- If a change in the material circumstances recorded in the insurance application and policy lead to an increase in risk, there is a duty to notify ERV of this without delay (aggravation of risk).

When does your contract of insurance commence and end?

The insurance begins on the date of joining the group policy and lasts as per the details given on the policyholder's travel booking confirmation.

Why is personal data processed, passed on and stored?

What personal data is processed?

Data acquisition and processing serves the business of insurance transactions, the marketing, selling, administration, mediation of products and services and risk assessment, as well as the handling of insurance contracts and any secondary business associated with this.

The data is physically and/or electronically acquired, processed, stored and deleted in accordance with the regulations of the legislator. Data which concerns business correspondence must be stored for at least 10 years from contract termination and claims data for at least 10 years after completion of the claim.

In essence, the following data categories are processed: interested parties data, customer data, contract and claims data, health-related data, data from injured parties and claimants as well as collection data.

ERV is authorised to disclose all this data to the extent required to co-insurers and reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies, other entities within the group of companies, cooperation partners, hospitals, doctors, external experts and other involved parties in Switzerland and abroad and to obtain information from all of the above. This authorisation includes, in particular, the physical and/or electronic storage of data, the use of the data for determining the premium, assessing risk, processing insured events, combating abuse, preparing statistical evaluations and, within the group of companies, including cooperation partners, also for marketing purposes, including the creation of client profiles for the purpose of offering the applicant individual products.

What else must be observed?

The actual insurance contract remains authoritative in any case.

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

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

1 GENERAL PROVISIONS
2 CANCELLATION COSTS
3 SOS PROTECTION FOR UNFORESEEN INCIDENTS DURING THE TRIP
4 GLOSSARY



1 GENERAL PROVISIONS

1.1 Insured persons, special provision

- A The persons listed in the travel booking confirmation of the policyholder are insured.
- 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.

1.2 Scope

- A The insurance cover is valid worldwide.
- B The duration of the insurance is limited to the period of time stated on the policyholder's travel booking confirmation.

1.3 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 C and 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;
- 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.);
- 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.

1.4 Claims against third parties

- A If the insured has been compensated by a liable third party or his insurance, any reimbursement on the basis of the present contract is cancelled. If ERV has intervened in place of the liable party, the insured party must assign his liability claims up to the amount of the outlays to ERV.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance shall apply.
- C Costs will only be reimbursed once, even where there is more than one insurance policy with licensed companies.

1.5 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 2 years after a damage event occurs.
- 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 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.
- H When ERV pays the claim, the policyholder shall assign his claim resulting from the insurance contract as an automatic lump sum to ERV.

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

1.6 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 +41 848 223 330 or by dialling the toll-free number +800 222 333 30. 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

The insurance cover is valid worldwide, takes immediate effect once the insurance has been taken out, and 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.
 - f) theft of tickets, passport or identity card;
- B 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.
- C 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. 1.1 B).

2.3 Insured benefits

- 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. Overall, this cover is limited by the travel service price or the insured sum. Disproportional or repeated administrative fees are not covered.
- 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.

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 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 Scope, policy period

The insurance cover is valid worldwide for the duration of the booked travel service (maximum 62 days).

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. 1.1 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 per booking.
 - 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 Extraordinary events and benefits

The following services must always be requested by telephone from the ALARM CENTRE.

- A If the insured person is surprised by terrorist attacks, war, civil unrest or natural disasters at the travel destination and if these events demonstrably make it impossible to continue the journey or concretely jeopardise the life and property of the insured person, ERV organises and pays
 - a) the extra return journey of the insured person. The return of uninjured persons is organised either by the organiser or the ERV. The repatriation of injured or deceased persons is only insured if it has been organised by ERV;
 - b) professional post-traumatic care up to a maximum of CHF 1,000 per insured person.
- B In addition, ERV provides the following services for the events listed under par. 3.4 A up to 7 days after the event:
 - a) care by professional care teams (usually consisting of nurses or doctors, psychologists and logisticians) on the spot, on the flight home and on arrival in Switzerland;
 - b) a telephone service for nationals in Switzerland;
 - c) transmission of important messages through the ALARM CENTRE;
 - d) assistance in issuing lost travel documents;
 - e) search for injured and missing persons (e.g. systematic screening of the hospitals in the affected region).
- C All services will only be provided if the ERV staff and the assigned auxiliary persons are not endangered and their deployment is proportionate. The decision on this is the sole responsibility of ERV.
- D If the same event involves several persons insured with ERV, the compensation to be paid by ERV is limited to the maximum amount of CHF 5 million. If the claims exceed this amount, this sum will be divided proportionally.

3.5 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.

3.6 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.

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).

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 7,000m 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 aircraft

Public means of transport/public aircraft 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.

S Switzerland

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

T 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.

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.

U Unrest of all kinds

Acts of violence against persons or property arising from unlawful assembly, riot or tumult.