

## EasyJet Travel Insurance - Customer information and General Terms and Conditions

If you have any questions on your insurance cover then all you need to do is contact our hotline. We will be pleased to help you with all matters concerning travel insurance: Hotline no.: +41 44 283 38 28

If you need assistance in an emergency then our Emergency Call Centre is always on call. Our 24/7 emergency service guarantees you swift and competent assistance around the world: Emergency no. +41 44 283 33 68

In the event of a claim please send your claim notification and requisite documents to:  
AGA Assistance (Switzerland), Hertistrasse 2, Postfach, CH-8304 Wallisellen  
Tel.: +41 44 283 38 27

### Information for customers in accordance with the VVG (the Swiss law governing insurance contracts)

The following information for customers provides a clear and concise overview of the identity of the Insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss law governing insurance contracts, the VVG). The content and extent of the rights and obligations arising out of the insurance contract are set out exclusively in the policy and the General Terms and Conditions of Insurance.

#### Who is the Insurer?

The Insurer is AGA International S.A., Paris, Wallisellen (Switzerland) branch, called Allianz Global Assistance or AGA in the following text and whose registered office is 2 Hertistrasse, 8304 Wallisellen.

#### Who is the Beneficiary?

The Beneficiary is the person designated as such in the policy.

#### What risks does the insurance cover, and what is the scope of the insurance protection?

The insured risks and the scope of insurance cover and any exclusions are set out in each policy and the General Terms and Conditions of Insurance. A summary description of the various insurance components is set out below for easier understanding:

##### – Cancellation costs

Cover extends to the cancellation costs incurred by the insured (up to a maximum of the sum insured listed in the Summary of insurance benefits), in the event that the insured cannot travel on the booked trip and so cancels due to severe illness or accident, death, pregnancy complications, severe damage to property at home, delay and failure of the means of transport on arrival, hazards at the travel destination (war, terrorist attacks, civil unrest, natural disasters), strikes, unemployment or unexpected taking up of employment. If the journey is delayed due to an insured event then cover extends to additional travel expenses related to the late departure.

##### – Assistance

Cover extends to the organization and costs of transporting the insured to the nearest hospital, transportation to a hospital or to his/her place of residence (with or without medical accompaniment), if the insured person during the journey becomes gravely ill or is seriously injured or if there is a medically confirmed, unexpected worsening of a chronic condition. Cover also extends to the organization and costs of the extra return journey of a fellow passenger or a family member due to breaking off the trip, when breaking off the trip is due to illness, accident or death of a closely connected person or the insured's deputy at the workplace who were not travelling with the insured, or due to severe damage to the insured's property at his/her place of residence, or due to civil unrest, terrorist attacks, natural disasters or strikes at the travel destination. In addition cover extends to the organization and costs of repatriation in the event of death. A restricted amount of cover applies to certain benefits

##### – Private Medical

Cover extends to medical expenses (up to a maximum of the sum insured set out in the summary of insurance benefits) for medical treatment necessary in the event of disease or accident suffered by the insured during the trip abroad. This insurance cover shall rank as secondary to the statutory social insurance system (health and accident insurance, etc.) and any other insurance.

##### – Travel baggage

Cover provides for compensation (up to a maximum of the sum insured set out in the summary of insurance benefits) of property for personal use carried with the insured or entrusted to a transport company that is stolen, damaged or destroyed during the trip, or lost or damaged during transit with a transport company. A restricted amount of cover applies to certain property, events or benefits. In the event of theft a deductible of CHF 200.- shall apply.

##### – Golf insurance

Cover provides for compensation (up to the amount of the sum insured listed in the Summary of insurance benefits) for golfing equipment belonging to the insured person for personal use on the trip or handed over to a transport company for transportation and which is stolen, damaged or destroyed during the trip or is lost or damaged during transportation by the transport company; Indemnity for prepaid green fees if golf can not be played due to an insured event. There is a limited sum insured and/or an excess for certain property items, events or benefits.

##### – Travel liability

Cover extends to protection for the assets of the insured person as a private individual against legal liability claims by third parties (up to a maximum of the limit of indemnity listed in the Summary of insurance benefits) incurred during the trip.

#### Who are the people covered by the insurance?

In the case of insurance policies with durations of less than one year (short-term insurance policies) the insured individuals are those specified in the policy.

#### Duration and geographical scope of the insurance cover

Insurance cover is valid worldwide for the period of insurance. This is without prejudice to local restrictions set out in the policy special conditions and relating to individual insurance components as well as to insurance cover that conflicts with economic or trade sanctions or embargoes imposed by the United Nations, the European Union, the United States of America or Switzerland.

#### What are the important exclusions?

*The following list contains only the most significant exclusions to insurance cover. Other exclusions are contained in the exclusion paragraphs ("non-insured events and services") set out in the General Terms and Conditions of Insurance and the VVG:*

- There is, as a matter of principle, no insurance cover for any of the insurance components for events that had already occurred at the time of taking out the insurance, or at the time of booking the travel package or at the time of beginning the trip; the same applies to events that were known on taking out cover, on booking the trip or on beginning the trip.
- There is no insurance cover for events such as the misuse of alcohol, drugs or medicines, suicide or attempted suicide, participation in strikes or civil unrest, races and training with motor vehicles or boats, participation in risky acts, in which the person knowingly runs a risk or engages in grossly negligent or wilful misconduct.
- The following are also excluded from insurance cover: war, terrorist attacks, disturbances of all kinds, epidemics, pandemics, natural disasters and incidents with nuclear, biological or chemical agents as well as their consequences. In addition cover does not extend to the consequences of events involving regulatory decisions, such as confiscation of property, imprisonment, restrictions on leaving the country or closure of airspace.
- Under the components **Cancellation costs** there is no insurance cover in particular for "poor healing", etc. i.e. for illnesses or the consequences of an accident, an operation or medical treatment that have already occurred at the time of booking the travel packages or when taking out cover and which have not yet healed on the

## How can we help?

Allianz Global Assistance  
Hertistrasse 2, 8304 Wallisellen, Tel. +41 44 283 32 22, Fax +41 44 283 33 83  
info@allianz-assistance.ch, www.allianz-assistance.ch

date of travel. The same applies to cancellation by a tour operator, or administrative orders, or illness/injury that is not confirmed medically at the time of the occurrence or psychological reactions to potential dangers, such as fears of civil unrest, terrorism, natural disasters, or fear of flying.

- Under the component **Assistance** no services will be provided, in particular if the AGA Emergency Hotline has not given its prior approval to those services. The same applies in the event of total or partial non-performance of contractual services on the part of the responsible tour operator.
- Under the **Private Medical** component no cover exists for accidents and illnesses that were already present when the insurance cover started, together with their consequences, complications, worsening or relapse, particularly also for chronic and repeated illnesses, and independently as to whether they were already known to the insured person at the time the insurance cover started or not.
- The following, in particular, are not insured under the **Baggage** component: computer hardware, mobile phones, navigation devices, all types of software, valuables, which are left in a vehicle; film, photo and video equipment; jewellery and furs, for as long as these are travelling by public transport and come within the responsibility of the travel company as well as glasses (for damage or destruction); the same applies for damage due to the insured disregarding the general duty of care; leaving property, even for a short time, in a public place outside of the direct personal control of the insured person or mislaying or losing property or leaving it behind.
- Golf insurance

Cover provides for compensation (up to the amount of the sum insured listed in the Summary of insurance benefits) for golfing equipment belonging to the insured person for personal use on the trip or handed over to a transport company for transportation and which is stolen, damaged or destroyed during the trip or is lost or damaged during transportation by the transport company; Indemnity for prepaid green fees if golf can not be played due to an insured event. There is a limited sum insured and/or an excess for certain property items, events or benefits.

#### – Travel liability

Cover extends to protection for the assets of the insured person as a private individual against legal liability claims by third parties (up to a maximum of the limit of indemnity listed in the Summary of insurance benefits) incurred during the trip.

### What are the duties of the Beneficiary and the insured individuals?

The following list only contains the most common duties. Further duties are set out in the General Terms and Conditions of Insurance and the VVG:

- Under cover for **Cancellation costs** on occurrence of the insured event, the booked journey must be cancelled with the tour operator and then declared in writing to AGA with the necessary documents (cf. THE GENERAL TERMS AND CONDITIONS OF INSURANCE paragraph II A 6) (contact details see AVB paragraph I 11).
- Under cover for **Assistance**, on occurrence of the insured event, the AGA Emergency Hotline must be informed immediately and their approval obtained for any assistance measures to be taken and/or for the cost of these. The AGA Emergency Hotline is available round the clock (conversations with the hotline are recorded): Tel. +41 44 283 33 68 / Fax +41 44 283 33 43 The same applies to a part of the services (search and rescue costs; medically prescribed repatriation, repatriation in the event of death) and consent to treatment as a private patient under **Private Medical** cover.
- Under cover for **Baggage** and **Golf insurance**, the cause, circumstances and extent of an event must be certified immediately and in detail (by the nearest police station in the event of theft or robbery, by the responsible third party or the travel/hotel management in the event of damage or the relevant public transport company in the event of loss or late delivery). The amount of the loss must be proven by original receipts.
- Claims under the covers for **Private Medical**, **Travel Baggage**, **Golf insurance** and **Travel liability** covers must be notified to AGA (in writing and without delay enclosing the necessary documents laid down in the special conditions to each of the individual insurance components (contact details as per the General Terms and Conditions of Insurance (paragraph I 11)).
- In any case, the insured person is obliged to do everything possible to reduce and clarify the loss. In the event of a loss involving injury or illness, the insured must ensure that the doctors are released from their duty of confidentiality regarding AGA.
- If the person with the right to claim violates his/her obligations, AGA can refuse or reduce its benefits.

### How much is the premium?

The level of the premium depends on the insured risks in each case, and on the cover required. The level of the premium will be defined at the time of application, and is set out in the policy.

### When does the insurance cover begin and end?

The beginning and end of the insurance cover are defined in the application and specified in the policy.

### How does AGA handle information?

The processing of personal data is essential to the transaction of insurance business. In the processing of personal data AGA complies with the Swiss Data Protection Act (DPA). If necessary, AGA obtains any required permission to data processing from the claims notification form.

The personal data processed by AGA includes data relating to policy issue and policy / claims handling. In the first instance, information on the Beneficiary and/or the insured is taken from the proposal form and the claims declaration. In the interest of all Beneficiaries, under certain circumstances, data is also exchanged with previous domestic and foreign insurers and with reinsurers. AGA also processes personal data in connection with product enhancements, as well as for its own marketing purposes.

In order to offer value-for-money comprehensive insurance cover, AGA services may partly be provided by legally independent firms both domestically and abroad. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, AGA is bound to exchange data both within the group and outside.

AGA stores data electronically or physically in compliance with the legal provisions.

Persons whose personal data are processed by AGA, have the right in accordance with the DPA, to ask whether, and what data concerning them AGA actually processes; they may also request rectification of incorrect data.

### Contact address for complaints

Allianz Global Assistance  
Sales Administration Tourism  
Hertistrasse 2  
PO Box  
8304 Wallisellen, Switzerland

## Summary of Insurance Benefits

Insurance components	Benefit	Maximum sum insured (SI)	
A Cancellation costs	Trip cancellation and delayed start to trip	per person	CHF 2,000
		per person	CHF 630
B Assistance	Repatriation under medical supervision, additional return journey, trip cancellation, trip interruption	per event	unlimited
C Delayed transportation	Hotel, new booking and telephone expenses when an international connection is missed because it is delayed for more than 24 hours	per instance	CHF 2,300
D Private Medical	Payment of costs not covered by health or accident insurance Daily hospital benefit (max. 30 days)	per person	CHF 235,000
		per person, per day	CHF 63
E Baggage	Robbery, theft, loss, damage or destruction. A restricted amount of cover applies to certain benefits For articles of value Loss of passport Late delivery of travel baggage Theft, robbery, loss, damage or destruction of golf equipment	per person	CHF 2,000
		per item	CHF 236
		per person	CHF 660
		per person	CHF 314
		per person	CHF 236
		per person	CHF 2,200
		per item	CHF 440
F Golf insurance	Loss of green fees Late delivery of golf equipment	per person	CHF 660
		per person	CHF 550
G Travel liability	Protection of assets against third party legal liability claims	per event	CHF 250,000

## General Terms and Conditions of Insurance

The insurance protection provided by AGA International S.A., Paris, Wallisellen (Switzerland) branch (hereafter referred to as Allianz Global Assistance or else AGA) is defined by the Insurance Policy and the following General Terms and Conditions of Insurance.

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### I Common provisions relating to all components of insurance

The common provisions for all components of insurance only apply to the extent that there are no contrary provisions in the Special Provisions to the individual insurance or service components.

#### 1 Insured persons

The insurance covers whoever is listed in the insurance policy.

#### 2 Geographical scope

Subject to provisions to the contrary in the special conditions relating to the individual insurance and/or service components, this insurance applies in Europe in the terms of the insurance taken out with at least one flight reservation on the easyJet website.

#### 3 Obligations in the event of loss/damage

- 3.1 The insured person has a duty to do everything possible to minimise the loss/damage and to clarify it.
- 3.2 The insured person has a duty to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct (including immediate prompt notification of the insured event to the contact address specified in paragraph I 12).
- 3.3 If the loss/damage has arisen as a result of illness or injury, the insured person must ensure that the medical personnel providing treatment are freed from their duty of confidentiality with regard to AGA.
- 3.4 If the insured person is also able to assert claims against third parties for which AGA has provided a settlement then he/she must safeguard these claims and subrogate them to AGA.
- 3.5 The AGA claims notification form may be downloaded from <http://www.allianz-assistance.ch/file-a-claim>.

#### 4 Violation of obligations

If the person with the right to claim violates his/her obligations, AGA can refuse or reduce its benefits.

#### 5 Non-insured events and benefits

- 5.1 *If an event has already taken place at the time the contract is concluded or the trip is booked or at the time the booked services commence, or if the event was discernible for the insured person at the time the contract was concluded or the trip was booked or at the time the booked services commence, there will be no right to claim benefit.*
- 5.2 *Events are not insured if they have been caused by the insured person as follows:*
  - Misuse of alcohol, drugs or medical products
  - Suicide or attempted suicide
  - Participation in strikes or unrest
  - Participation in competitions and training sessions involving motor vehicles or boats
  - Participation in actions involving risks, where the Beneficiary knowingly exposes himself/herself to danger
  - Grossly negligent or pre-meditated conduct/omission
  - Committing or attempting to commit crimes or offences
- 5.3 *The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or police-related matters.*
- 5.4 *The insurance does not cover the following events or their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.*
- 5.5 *The insurance does not cover the consequences of events caused by official decrees, e.g. confiscation of assets, imprisonment, ban on leaving the country or closure of air space.*
- 5.6 *If the purpose of the trip is for medical treatment.*
- 5.7 *If the certifier (expert, doctor, etc.) is a direct beneficiary or relative of the insured person by blood or by marriage.*
- 5.8 *The insurance does not cover costs relating to kidnappings.*
- 5.9 *There is no insurance cover if economic, trade or financial sanctions or embargoes of Switzerland are directly applicable to the parties to the policy and which prevent the operation of insurance cover. This also applies to economic, trade or financial sanctions or embargoes, imposed by the United Nations, the European Union or the United States of America, to the extent they do not contradict Swiss legislation.*

#### 6 Definitions

##### 6.1 Closely connected persons

Closely connected persons are:

- Relatives (spouses, parents, children, parents-in-law, grandparents and siblings)
- Personal partners and their parents and children
- Carers of under-age children or relatives who are in need of care and are not travelling with the insured person
- Very close friends, with whom there is intensive contact

##### 6.2 Europe

The European area of application includes all the nations on the European continent plus the Mediterranean and Canary Islands, Madeira and the nations that border the Mediterranean but are outside Europe. The eastern border north of Turkey is formed by Azerbaijan, Armenia and Georgia, together with the Ural mountain range.

##### 6.3 Switzerland

For the purposes of insurance cover Switzerland is deemed to mean Switzerland and the Principality of Liechtenstein.

##### 6.4 Damage by the elements

Damage by the elements covers loss or damage caused by events involving the elements, such as high water levels, floods, storm (wind speeds of at least 75 km/h), hail, avalanche, weight of snow, rock slip, rock fall or landslide. Damage caused by earthquakes or volcanic eruptions does not count as damage by the elements.

##### 6.5 Monetary assets

Monetary assets are cash, credit cards, securities, savings books, precious metals (as reserves, bullion or retail goods), coins, medals, loose precious stones and pearls.

- 6.6 **Trip**  
A trip includes a stay of more than one day's duration away from the usual place of residence, or a shorter trip at a location at least 30 km away from the usual place of residence, excluding journeys to work. The maximum duration of a trip within the meaning of these General Terms and Conditions is limited to a total of 31 days.
- 6.7 **Travel company**  
A travel company (travel organiser, travel agent, airline, car hire company, hotels, course organiser etc.) includes any company that, based on a contract, provides travel services with and for the insured person.
- 6.8 **Public conveyance or means of transport**  
A public conveyance or means of transport is a method of transport that travels regularly, on the basis of a timetable, and for which a ticket has to be purchased. Taxis and hired vehicles do not count as public means of transport.
- 6.9 **Breakdown**  
A breakdown is a sudden, unforeseen failure of the insured vehicle as a result of an electrical or mechanical defect, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. The following are put in the same category as a breakdown: tyre faults, lack of fuel, vehicle keys locked in the vehicle and discharged battery. Loss of or damage to the vehicle key and incorrect fuel do not count as a breakdown and are not covered by insurance.
- 6.10 **Personal injury**  
An injury is the sudden, unintended damaging effect of an unusual factor on the human body.
- 6.11 **Motor vehicle accident**  
An accident is any damage to the insured vehicle, caused by a sudden violent external event, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. In particular, this includes events caused by impact, collision, turning over, crashing, subsidence and immersion.
- 6.12 **Severe illness / Severe consequences of injury**  
Illnesses and/or consequences of injury are regarded as severe if they result in a temporary or permanent inability to work, or if they cause an absolute inability to travel.
- 7 Existence of more than one policy, claims against third parties**
- 7.1 In cases of (voluntary or mandatory) other insurance AGA provides services on a subsidiary basis, unless there is an identical paragraph in the other insurance policy. In such cases the statutory regulations on double insurance shall apply.
- 7.2 If an insured person has an entitlement under a different contract of insurance (voluntary or compulsory insurance), the cover is limited to that part of AGA benefits that exceeds that provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 7.3 If, despite subsidiary status, AGA has nevertheless provided benefits these shall be regarded as an advance payment, and the insured person and/or beneficiary shall subrogate his/her entitlement to claim against the third party (voluntary or compulsory insurance) over to AGA to the same extent.
- 7.4 If the insured person eligible claimant receives compensation from a liable third party liable or their insurer, then no compensation is due under this policy. If action is taken against AGA instead of the liable party then the insured and/or the eligible claimant must subrogate their liability claim over to AGA up to the amount of the compensation received.
- 8 Period of limitation**  
The period of limitation for claims resulting from the insurance contract is 2 years from the time of the event upon which the duty to provide the benefit is based.
- 9 Place of jurisdiction and applicable law**
- 9.1 Actions against AGA may be filed in the court at the company's headquarters, or at the Swiss place of residence of the insured person or the person with an entitlement to claim.
- 9.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) is applied as a supplement to these provisions.
- 10. Early cancellation of the insurance policy**  
The policyholder can withdraw from the policy before the trip and within 14 days of taking out the policy. In order to make use of this possibility the policyholder must click on "manage bookings" on the easyJet website - [www.easyJet.com](http://www.easyJet.com) - and cancel the insurance within 14 days. No claims must have been made on the insurance.  
If no use is made of this possibility then the policy is deemed to have come into effect.
- 11 Contact address**  
Allianz Global Assistance, Hertistrasse 2, P.O. Box, 8304 Wallisellen  
info@allianz-assistance.ch

## II Special provisions relating to the individual components of insurance

### A Cancellation costs

- 1 Scope in terms of time**  
Insurance protection begins on the day on which the insurance policy is issued, and ends when the insured trip begins. The beginning of the trip is taken as the time the insured person enters the booked means of transport, or the booked accommodation (hotel, holiday home, etc.), if no means of transport has been booked.
- 2 Sums insured**
- 2.1 The sum insured is set out in the Summary of insurance benefits.
- 2.2 In the event of cancellation an excess of CHF 39 shall apply per person. No excess will apply in the event of death or admission to hospital.
- 3 Insurance services**
- 3.1 **Cancellation costs**  
If the insured person cancels the contract with the travel company as a result of an insured event, AGA will pay the contractually owed cancellation costs, up to the amount of the agreed sum insured. Costs charged to the insured person for transfers made following the cancellation of services will be covered only if the transfer concerned is due to an insured event in accordance with paragraph II A 4. No compensation will be paid for costs, charges or a reduction in credit in connection with the loss or lapse of Air Miles, prize winnings or other usage rights (time-sharing, etc.).
- 3.2 **Delay to start of trip**  
If the insured person suffers a delay to the start of the trip as a result of an insured event, AGA will pay the following costs instead of the costs of cancellation (up to a maximum of the level of the cost of a cancellation):
- the additional travel costs arising in relation to the delayed departure.
  - the cost of the unused part of the stay, proportionally to the insured package price (excluding transport). The date of departure is regarded as a used day of the package.
- 3.3 The expenses of disproportional or repeated administrative costs or for the insurance premium will not be reimbursed.
- 4 Insured events**
- 4.1 **Illness, injury, death and pregnancy**
- 4.1.1 **Severe illness, severe injury, complications of pregnancy or death of the following persons (in so far as the relevant event has arisen after the time of booking or taking out insurance)**
- the insured person;
  - a person travelling with the insured person, who has booked the same trip and has cancelled it;
  - a person who is closely connected to the insured person, but who is not travelling with the insured person;
  - a person deputising for the insured person at his/her place of work, if the presence of the insured person is indispensable.
- If several insured persons have booked the same journey then a maximum of six persons may cancel in the event an insured person travelling with them has to cancel due to one of the above-mentioned events.
- 4.1.2 **Cover for psychological illness only applies as and when:**
- the inability to travel and work is certified by a psychiatrist, and
  - the inability to work is proven by providing a confirmation of absence from the employer.

- 4.1.3 In the event of chronic illness, insurance protection only applies if the trip has to be cancelled as a result of an unexpected acute worsening, as certified by a doctor. It is a prerequisite that the state of health of the insured person was stable and that the person was evidently fit to travel at the time of booking or conclusion of insurance contract.
- 4.1.4 In the event of pregnancy, insurance protection only applies if the pregnancy occurred after the time of booking the trip or conclusion of insurance contract, and if the date of return is after the 24th week of pregnancy, or if the pregnancy has occurred after the time of booking the trip or conclusion of insurance contract, and a vaccination that would present a risk to the unborn child is recommended for the destination of travel.
- 4.2 Delay and failure of the means of transport for the outward journey  
If it becomes impossible to start the booked trip as a result of a delay or failure of the means of public transport used on the outward journey to reach the point of departure anticipated in the travel package.
- 4.3 Failure of the vehicle on the outward journey  
If the private vehicle or taxi becomes undrivable during the direct trip to the point of departure anticipated in the travel package, as a result of an accident or breakdown. Problems with keys and fuel are not covered by insurance.

## **5 Non-insured events and benefits (as a supplement to Paragraph I 5: Non-Insured events and benefits)**

- 5.1 *Poor course of recovery*  
*If an illness or the consequence of an accident, an operation or a medical intervention already exists at the time of booking the trip or conclusion of insurance contract, and recovery is not complete by the date of travel. If recovery from the consequences of an operation/medical intervention already planned at the time of booking the trip or conclusion of insurance contract, but not undertaken until afterwards, is not complete by the date of travel.*
- 5.2 *An insured event that has not been established and certified by a doctor immediately before starting the trip*  
*If an event listed under paragraph II A1 4.1 has not been determined and certified by a doctor's certificate mentioning the diagnosis, immediately before starting the trip.*
- 5.3 *Cancellation by the travel company*  
*If the travel company cannot fulfil the contractual benefits in full or in part, or cancels the trip, or has to cancel as a result of the actual circumstances, and has to reimburse the costs of benefits not provided on statutory grounds. The actual circumstances, as a result of which the trip would have to be cancelled, would include advice from the Federal Department of Foreign Affairs (DFA) against travel to the affected area.*
- 5.4 *Official directives*  
*If official directives make it impossible to carry out the booked trip according to plan.*
- 5.5 *Cancellation costs are not insured if the circumstances point to the fact that cancellation is the result of a psychological reaction to a health hazard, a terrorist act, an aircraft accident or a natural disaster or is due to the fear of unrest, war, acts of terrorism or is a result of the fear of flying.*
- 6 Obligations in the event of loss/damage (as a supplement to Paragraph I 3: Obligations in the event of loss/damage)**  
In order to be able to call upon the AGA benefits, the insured or the person with the entitlement to claim must cancel the booked trip with the travel company immediately upon the occurrence of the insured event, and then notify AGA of the loss/damage in writing (see paragraph I 11). The following documents must be submitted:
- Insurance certificate or the insurance policy
  - AGA claims notification form
  - Cancellation cost invoice
  - Booking confirmation
  - Documents and/or official certificates that confirm that the loss/damage has actually occurred (e. g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)

## **B Assistance**

### **1 Sums insured**

The sums insured are given in the Overview of insurance benefits.

### **2 Insured events and benefits**

In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these. The AGA emergency hotline is available round the clock (conversations with the emergency hotline are recorded):

**Tel. +41 44 283 33 68**  
**Fax +41 44 283 33 43**

In the case of medical benefits, the AGA doctors have the sole right to decide upon the type and timing of the measures undertaken.

#### 2.1 Assistance benefits

##### 2.1.1 Transfer to the nearest suitable hospital

If the Insured Person falls seriously ill or is seriously injured during the travel, or if a medically certified unexpected deterioration of a chronic affliction occurs, AGA shall, on the basis of an appropriate medical report, organise and pay for transfer to the nearest suitable hospital for treatment.

##### 2.1.2 Repatriation with medical care to a hospital at the place of residence

If medically necessary, AGA will organise and pay for repatriation with medical care to a suitable hospital for treatment at the Insured Person's home address on the same conditions as are set out in paragraph II B 2.1.1.

##### 2.1.3 Repatriation without medical care to the place of residence

AGA shall organise and pay for repatriation without accompanying medical care to the Insured Person's home address on the basis of appropriate medical evidence and subject to the conditions stipulated in paragraph II B 2.1.1.

##### 2.1.4 Return travel caused by interruption of trip by traveller or member of the family on the same trip

If a closely-connected person or member of the family on the same trip is repatriated to his/her place of residence, or the trip has to be interrupted for some other insured reason, and the insured person would have to continue the trip on his/her own, AGA will organise and pay for the extra costs for the additional return journey (first class train ticket, economy class air ticket) for the insured person and/or the insured family member.

##### 2.1.5 Premature return travel caused by the illness, injury or death of a closely connected person at home, or deputising person at the place of work

If a closely connected person at home or a deputy at the place of work becomes severely ill, is severely injured or dies, AGA will organise and pay for the extra costs for the additional return journey (first class train ticket, economy class air ticket) to the permanent place of residence of the insured person.

##### 2.1.6 Premature return travel for other important reasons

If an Insured Person's property is seriously damaged at home as a result of theft, fire, water or elemental damage, AGA will organise and pay the extra costs (first class rail, economy class air ticket) for the insured person or the insured family member to return to their place of residence.

##### 2.1.7 Repatriation of the body in the event of death

If an insured person dies, AGA will pay for the costs of cremation away from the home nation, or the extra costs to fulfil the international agreement on the conveyance of corpses (minimum requirements such as a lead coffin or lining) plus the return carriage of the coffin or urn to the last place of residence of the insured person. Disposal of the lead coffin is also covered.

#### 2.2 Visiting trip

If the insured person has to be hospitalised abroad for more than seven days, AGA will organise and pay for a visiting trip (first class train ticket, economy class air ticket, medium-class hotel) for a maximum of two closely connected people, up to a maximum of CHF 5,000.-. (first class train ticket, economy class air ticket, mid-range hotel) up to a maximum of CHF 5,000.-.

#### 2.3 Reimbursement of travel costs

Reimbursement of the costs of the unused part of the trip

If an insured person has to interrupt the trip as a result of an insured event, the costs of the unused part of the trip will be reimbursed by AGA in proportion to the price of the insured package. Reimbursement is limited to the sum on the policy. If the Policy does not indicate a particular amount, the compensation will be limited to the amount of the insured cancellation costs. No refunds will be made for the cost of the originally booked return trip home as well as for unused, previously booked accommodation, provided AGA has assumed the costs of alternative accommodation. A benefit is inapplicable if there is an entitlement to a repeat trip as a result of supplementary insurance.

## **3 Non-insured events and benefits (as a supplement to Paragraph I 5: Non-Insured events and benefits)**

### **3.1 Failure of agreement by the AGA emergency call centre**

*If the AGA emergency call centre has not agreed in advance to the benefits.*

- 3.2 *Interruption by the travel company*  
*If the travel company cannot fulfil the contractual benefits in full or in part, or interrupts the trip, or has to interrupt or cancel as a result of the actual circumstances, and has to reimburse the costs of benefits not provided on statutory grounds and/or pay the costs of return travel. The actual circumstances, as a result of which the trip would have to be cancelled or interrupted, would include advice from the Federal Department of Foreign Affairs (DFA) against travel to the affected area.*
- 3.3 *The costs of out-patient or in-patient treatment are not covered by AGA.*
- 3.4 *Costs for food, sick leave and other financial losses.*
- 4 Obligations in the event of loss/damage (as a supplement to Paragraph I 3: Obligations in the event of loss/damage)**
- 4.1 In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these (see paragraph II B 2).
- 4.2 In the event of a claim the following documents must be submitted in writing to AGA (see paragraph I 11):
- Insurance certificate or the insurance policy
  - AGA claims notification form
  - Original booking confirmation
  - Documents and/or official certificates that confirm that the loss/damage has actually occurred (e.g. detailed medical certificate with diagnosis)
  - Originals of receipts for incidental costs incurred /additional expenses.

## C Delayed transportation

- 1 Sums insured**  
 The sums insured are given in the Overview of insurance benefits.
- 2 Insured events and benefits**  
 If an aircraft, an international train or an international sea-going vessel, booked by the insured person, suffers delay as a result of the following events:
- serious fire, storm or flooding at the place of departure;
  - bad weather;
  - mechanical breakdown of an international train or sea-going vessel; or
  - take-off of an aircraft is denied on the grounds of mechanical or structural failure,
- then AGA will pay CHF 47 for the first 12 hours delay and a further CHF 47 for the next 12 hours delay. If the delay amounts to more than 24 hours or the flight is definitely cancelled then AGA will pay the extra costs (hotel expenses, re-booking costs, telephone costs) for continuing the journey up to a maximum of the sum insured.
- 3 Non-insured events (as a supplement to Paragraph I 5 Non-insured events and benefits)**  
*If the insured person is him/herself responsible for the delay.*
- 4 Obligations in the event of loss/damage(as a supplement to Paragraph I 3 Obligations in the event of loss/damage)**  
 In order to be able to claim policy benefits from AGA, the person entitled to claim must immediately, on return to Switzerland or to his/her permanent place of residence, make a written claims notification.

## D Private Medical

- 1 Insured persons**  
 The persons insured according to paragraph I 1, as long as they are not older than 80 years of age.
- 2 Sum insured**  
 The sum insured is given in the Overview of insurance benefits.
- 3 Duration and geographical scope**
- 3.1 The insurance is valid for travel in Europe, with the exception of Switzerland, the Principality of Liechtenstein and the State in which the insured person normally resides, if this is different.
- 3.2 Insurance protection will begin on the date indicated in the insurance policy. If the date is missing, then the start of the insurance will apply from the issue date of the policy.  
 The costs for treatments by doctors and in hospital will be met for up to 90 days beyond the agreed period of insurance, as long as the illness or accident occurred during the insured time.
- 3.4 Following the end of this insurance cover, Private Medical can be rearranged after a waiting time of four weeks. If it emerges at the time of loss/damage that this waiting time was not maintained, then cover will not exist.
- 4 Insured events and benefits**  
 AGA provides its benefits as a supplementary insurance to the statutory social insurances in Switzerland (health insurance, accident insurance, etc.) and any additional insurances for emergency hospital treatment and emergency out-patient treatment costs that they do not fully cover.
- 4.1 In the case of an accident or illness requiring emergency medical treatment, AGA will pay for the following listed medical benefits in the relevant country of travel, as long as the necessary medical intervention has been requested by a certified doctor or dentist, or by a person with the relevant operational approval:
- Treatment measures, including medication
  - Hospital treatment
  - Treatment by a state registered chiropractor
  - Hire of medical aids
  - In the event of an accident: initial provision of prostheses, spectacles, hearing aids, etc.
  - Repair or replacement of medical aids if these have been damaged by an accident requiring medical treatment
  - Transport to the nearest suitable hospital for treatment
  - Dental treatment resulting from an accident, up to a maximum of CHF 3,000.–
- 4.2 As long as the doctors at the AGA emergency call centre have given their express approval, AGA will also pay the necessary costs of in-patient treatment in a private ward. Approval for treatment in a private ward must be obtained from the AGA emergency call centre in every case (conversations with the emergency call centre will be recorded):
- Tel. +41 44 283 33 68**  
**Fax +41 44 283 33 43**
- The AGA Emergency Hotline is available around the clock.
- 4.3 Limitation and exclusion of service
- 4.3.1 If there is no Swiss health and/or accident insurance cover, AGA will only pay 50 % of the overall documented costs for hospital and out-patient treatment that would exceed the obligatory part of the Swiss health and/or accident insurance cover (nevertheless up to the amount of the sum insured). Services will only be rendered, provided that the costs incurred are due to sickness or accident. No further services will be provided in such cases.
- 4.3.2 In the event of injury or illness, AGA will pay the necessary costs of treatment in the private ward only up to the time at which the repatriation/return travel of the insured individual is possible, in the sole opinion of the doctors at the AGA emergency call centre.
- 4.3.3 There is no entitlement to claim payment or repayment of the costs of treatment in the private ward without the express agreement in advance of the doctors at the AGA emergency call centre.
- 4.3.4 The doctors at the AGA emergency call centre will approve or refuse their agreement to treatment in the private ward according to paragraph II G 4.2 at their own discretion, taking account of the local medical conditions in the relevant country of travel, and after weighing up the medical necessity/suitability of the treatment to be undertaken. If the insured individual undergoes treatment in a private ward in spite of the lack of approval by the doctors at the AGA emergency call centre, or their express referral to a general ward, this will be at the sole responsibility and cost of the insured individual.
- 4.4 Daily hospital benefit (expense allowance)  
 For each 24-hour period in which the insured person, while travelling, receives inpatient treatment at a hospital, AGA will pay, after their return, CHF 63 per day in hospital for no longer than 30 days on sight of written confirmation of that hospitalisation.

## **5 Non-insured events and benefits (as a supplement to paragraph I 5: Non-Insured events and benefits)**

- 5.1 Accidents and illnesses that were already present when the insurance cover started, together with their consequences, complications, worsening or relapse, particularly also for chronic and repeated illnesses, and independently as to whether they were already known to the insured person at the time the insurance cover started or not.
- 5.2 Investigation and treatment of dental and jaw diseases.
- 5.3 Investigation and treatment of conditions of tiredness and exhaustion, as well as nervous or psychological illnesses.
- 5.4 Investigation and treatment of malignant diseases, including checks.
- 5.5 Gynaecological, paediatric or general check-ups.
- 5.6 Prophylactic medication, sleeping tablets, tranquillisers, vitamins, homeopathic medications, vaccinations, first-aid kits, amphetamines, hormones and cholesterol-reducing drugs.
- 5.7 Pregnancy, abortion and birth, together with their complications, and the consequences of contraceptive or abortion measures.
- 5.8 Accidents while driving a motor vehicle for which the insured person does not fulfil the statutory requirements.
- 5.9 Accidents while carrying out manual work.
- 5.10 Accidents while parachute jumping or piloting aircraft or flying devices.
- 5.11 Massages and well-being treatments, plus cosmetic surgery.
- 5.12 Accidents during military service.
- 5.13 Deductibles (or self-pay amounts) under statutory social insurance schemes (nursing care insurance, accident insurance, etc.) or any supplementary insurances are not covered.

## **6 Cost credit**

- 6.1 AGA provides cost credits as part of this insurance and as a supplement to the statutory social insurance schemes (nursing care insurance, accident insurance, etc., and analogous insurance schemes in the countries where the insured person has his/her main place of residence or his/her main health insurance provision) and any supplementary insurance schemes for all in-patient treatment in hospital. The insured person is still the debtor in relation to the service provider (doctor, etc.) for all out-patient treatments carried out locally.
- 6.2 The cost credit must be requested from the AGA emergency call centre in all cases (conversations with the emergency call centre will be recorded):  
Tel. +41 44 283 33 68  
Fax +41 44 283 33 43  
The AGA Emergency Hotline is available around the clock.

## **7 Obligations in the event of loss/damage (as a supplement to Paragraph I 3: Obligations in the event of loss/damage)**

- 7.1 In order to claim AGA benefits, the insured or eligible beneficiary must inform AGA in writing of the insured event or loss (see paragraph I 12). The following documents must be submitted:
- Insurance certificate or the insurance policy
  - Booking confirmation
  - Statement of account/decision by the Swiss statutory social security scheme (health insurance, accident insurance) and any additional insurance provider
  - Medical report/detailed medical certificate with diagnosis
  - Invoice(s) for doctor's and/or hospital costs, as well as the cost of medicines (plus the relevant prescriptions) all in original form.
- 7.2 The insured person must, at the request of AGA, be willing to undergo a medical examination by the company doctor at any time.

## **E Travel baggage**

### **1 Insured items**

The insurance covers the travel baggage of the insured person, including souvenirs collected during the trip, i.e. all items owned by the insured person and taken on the trip for personal use or handed over to a transport company for conveyance.

### **2 Geographical scope**

The insurance applies in Europe. The usual place of residence of the insured person is excluded.

### **3 Sum insured**

The sums insured are set out in the Summary of insurance benefits.

### **4 Insured events and benefits**

- 4.1 In the event of theft, robbery (theft under threat or use of force against the insured person), damage or destruction, loss or damage during transport by public transport or a late delivery by a public transport organisation, the following benefits will be paid per loss, taking into account the agreed sum insured:
- 4.1.1 In the event of a total write-off or loss, compensation will be paid for the current value of the insured items.
- 4.1.2 For partial loss/damage, the cost of repair of the damaged item will be limited to the current value.
- 4.1.3 The current value is defined as the original purchase price minus a deduction in value of 10 % during the first year after the date of purchase and a further 20 % in the following years, up to a maximum total of 50 %.
- 4.1.4 For films, data carriers, image carriers and sound media, the material value will be repaid.
- 4.1.5 In the case of delayed delivery by a public transport company, the recompense for indispensable purchases and hire charges will be limited to a maximum of CHF 236 per person.
- 4.1.6 For personal and vehicle papers, and for keys, the costs are limited to the initial costs of procurement.
- 4.1.7 Scratch and wear damage on bicycles will be repaid to a maximum of CHF 200.–.
- 4.1.8 For travel souvenirs, a maximum of CHF 471.– will be paid.
- 4.1.9 Glasses and contact lenses will be reimbursed up to a maximum of CHF 393.
- 4.2 In the event of theft, robbery or loss of valuables and travel tickets (rail tickets, flight tickets, etc.) compensation is limited to CHF 660. An excess of CHF 79 shall apply per person.
- 4.3 Musical instruments, sports equipment, bicycles, baby buggies, rubber dinghies and folding canoes are only insured during transport by the public transport companies.
- 4.4 A maximum of 50 % of the agreed sum insured will be paid in total for valuable items such as fur, jewellery, watches made with or of precious metals, or of above-average cost, and for photographic, film, video and sound equipment, including accessories in each case.
- 4.5 In the event of theft, robbery, loss or destruction of a passport, the compensation for additional transport, accommodation and administrative costs for the return of the insured person to their country of residence, is payable up to a maximum of CHF 314 plus the residual value of the passport.

### **5 Non-insured items**

- Motor vehicles, Motorboats, ships, surfboards and aircraft, including accessories in each case
- Valuables covered by a special insurance.
- Securities, deeds, business papers, travel tickets and vouchers, cash, credit and customer cards and stamps (see paragraph II E 4.2 for exceptions)
- Computer hardware (desktop, laptop, beamer, accessories, handheld devices, etc.), mobile phone devices, navigation equipment, and all kinds of software
- Valuable objects, which are left behind in a vehicle (either locked or unlocked).
- Items left on a vehicle, or overnight (10 pm to 6 am) in or on a vehicle where the insured person is not sleeping
- Precious metals, loose precious stones and pearls, stamps, retail goods, goods samples, items with an artistic or collectable value and occupational tools
- Film, photographic and video equipment, jewellery and furs, as long as they are within the scope of responsibility of the transport company, during transport by a public means of transport.
- Hearing aids and hearing aid accessories

### **6 Non-insured events (as a supplement to paragraph I 5: Non-Insured events and benefits)**

Loss/damage attributable to the following causes is not insured:

- Failure by the Insured Person to exercise ordinary due care.
- Objects which are mislaid, lost and left behind.
- Objects which are forgotten or left unattended even for a short period at a place which is generally accessible to anyone outside the direct personal sphere of influence of the Insured Person.

- A method of custody of valuables which is not appropriate to the value of the object concerned (see paragraph II E 7)
- Pearls and gemstones which drop out of their mount.
- Temperature and weathering effects, and the effects of wear and tear
- Social unrest, looting, official bans, strikes or damages, whether caused directly or indirectly.

## 7 Duties of conduct while travelling

Valuable items such as furs, jewellery, watches with or without precious metals, precious stones or pearls, laptops, photographic, film, video and sound equipment, including accessories in each case, must, if they are not being worn or used, be kept in a locked room, not generally accessible. Even there, they must be kept under separate lock and key (suitcase, cupboard, safe). The manner in which the item is kept must be appropriate to its worth in each case.

## 8 Obligations in the event of loss/damage (as a supplement to Paragraph I 3: Obligations in the event of loss/damage)

- 8.1 The cause, circumstances and extent of the event must be confirmed by the insured person immediately and in detail:
- in the event of theft and robbery, by the nearest police station to the scene of the crime;
  - in the event of damage, by the transport company, the responsible third party or the travel or hotel management;
  - in the event of loss or late delivery, by the appropriate public transport company.
- 8.2 If the loss or damage during transport by a public transport company is only discovered after delivery, then the facts of the case must be reported in writing within 2 working days to the responsible transport company, and confirmed by them.
- 8.3 The level of damage must be proven by original receipts. If this is not possible, AGA may reduce or decline its benefits.
- 8.4 Damaged items must be kept available to AGA until the final settlement of the claim, and must be sent at the cost of the insured person for inspection upon demand.
- 8.5 In order to claim AGA benefits, the insured or eligible beneficiary must inform AGA in writing of the insured event or loss (see paragraph I 11). The following documents must be submitted:
- Insurance certificate or the insurance policy
  - AGA claims notification form
  - Original booking confirmation (airline ticket/train ticket)
  - Confirmation of damage by the carrier (e.g. PIR)
  - Police report in the event of theft
  - Confirmation of the carrier on the definitive loss of luggage and damage certificate
  - Original purchase bill, in the absence a guarantee certificate, the repair invoice in the event of damage or else the quote for costs

## F Golf insurance

### 1 Insured items

The insurance covers the insured person's golf equipment, i.e. golf clubs, golf bag, golf trolley and golf shoes for personal use carried on the trip or handed over to a transport company for carriage and owned by the insured person.

### 2 Geographical scope

The insurance applies in Europe. The usual place of residence of the insured person is excluded.

### 3 Sums insured

The sums insured are set out in the Summary of insurance benefits.

### 4 Insured events and benefits

4.1 In the event of:

- Theft
- Robbery (theft under the threat or use of force against the insured person)
- Damage or destruction or
- Loss or damage whilst being conveyed by a public transport company

The following compensation will become payable, per claim, subject to the agreed sums insured:

- 1 In cases of total damage or loss then the acquisition value will be payable.
- 2 If a partial loss then the cost of repairs to the damaged property up to the fair value.

4.2 Late delivery of golf equipment

In the event of delay in delivery of golf equipment by a public transport company then AGA will pay compensation for the rental of replacement golf kit up to a maximum of CHF 550 per insured person.

4.3 Lost green fees

If the insured person has to cancel or break off his/her trip or if the insured person cannot play golf due to illness or injury during the trip, then AGA will pay compensation for the lost green fees paid in advance up to a maximum of CHF 660.

Green fees will only be compensated when no refund is obtained from any other source. An excess of CHF 110 shall apply per person.

### 5 Non-insured events (as a supplement to Paragraph I 5: Non-insured events and benefits)

Losses are not covered if they can be attributed to:

- Breach of the general duty of care by the insured person
- Mislaying, losing or leaving behind
- Leaving the property behind or placing it, even for a short time, in a place accessible to anyone outside the personal sphere of influence of the insured person.
- The effects of temperature, weather and wear & tear
- the indirect or direct consequences of civil commotion, looting, the authorities or strikes.

### 6 Obligations in the event of a loss/damage (as a supplement to Paragraph I 3 Obligations in the event of loss/damage)

6.1 The insured person must have the cause, circumstances and extent of the event certified immediately and in detail:

- 1 by the nearest police station in the event of theft or robbery
- 2 by the transport company, a responsible third party or the travel or hotel management in the event of damage
- 3 by the relevant public transportation company in the event of loss or late delivery
- 4 by a physician at the relevant holiday location in the event of illness or injury

6.2 If the loss or damage that occurred during carriage by a public transport company is only discovered after delivery at home, it must be notified to the transport company in writing within two working days and certified by them.

6.3 The amount of the loss must be backed by original invoices. If this is not possible the AGA may curtail or deny compensation.

6.4 Occurrence of the insured event must be reported immediately in writing to AGA. A claim must be detailed and backed by documentary evidence.

6.5 Damaged property must be kept at the disposal of AGA until final settlement of the claim and, if requested, sent in to AGA at own cost.

## G Travel liability insurance

### 1 Sums insured

The sums insured are set out in the Summary of insurance benefits.

### 2 Insured benefits

Travel liability insurance protects the assets of the insured person in the event of a third party liability claim made during the trip. AGA pays legitimate third party claims and represents the insured person in relations with the claimant. It defends unjustified claims and assists the insured person in reducing inflated claims.

### 3 Insured events

Insurance cover is provided for legal liability claims made against the insured person, for

- bodily injury, i.e. death, injury or other impairment of health caused to third parties;
- property damage, i.e. destruction, damage or loss of property.

**4 Non-insured events (as a supplement to Paragraph I 5 Non-insured events and benefits)**

*No insurance cover is granted for:*

- 4.1 *Liability arising out of a business activity.*
- 4.2 *Claims arising out of the contractually agreed assumption of liability in excess of the provisions of statutory liability or out of the non-performance of any legal or contractual obligation to take out insurance;*
- 4.3 *Liability arising from OR 54 (leniency for legally irresponsible adults).*
- 4.4 *Liability as keeper, driver or active user of a motor vehicle including go-carts and any trailers when attached.*
- 4.5 *Liability as keeper, driver or user of vessels or aircraft of all kinds.*
- 4.6 *Damage caused to vessels and aircraft, including their equipment and accessories.*
- 4.7 *Claims for the loss or damage to data and programmes (software).*
- 4.8 *Claims for damage to and from the loss of business keys or other systems for opening business locking systems such as badges, including consequential losses.*
- 4.9 *Expenses for preventing the loss (loss prevention costs).*
- 4.10 *Claims due to transmission of human, animal or plant infectious diseases.*
- 4.11 *Claims in connection with genetic modification.*
- 4.12 *Claims in connection with asbestos or materials containing asbestos.*

**5 Obligations in the event of loss/damage (as a supplement to Paragraph I 3 Obligations in the event of loss/damage)**

- 5.1 In order to claim compensation from AGA the person entitled to claim must immediately report the occurrence of the event in writing.
- 5.2 Deaths must be reported by fax within 24 hours.
- 5.3 If a claim, in or out of court, is made against the insured person or criminal proceedings are instituted against him/her then AGA must be notified immediately and all documents forwarded to AGA.
- 5.4 The insured person is obliged to assist AGA in ascertaining the facts, conducting negotiations with the injured party and in the defence of unjustified or exaggerated claims. The insured person may not, either fully or partially, admit to or settle any claim.