

General Terms and Conditions of Insurance KLM Cancellation Insurance

Information for customers in accordance with the VVG (the Swiss Federal 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 Federal law governing insurance contracts [VVG]).

Who is the Insurer?

The Insurer is AGA International S.A., Paris, Wallisellen (Switzerland) branch, called AGA in the following text. The company headquarters are at Hertistrasse 2, 8304 Wallisellen.

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

The insured risks and the scope of the insurance cover are set out in the policy and the General Terms and Conditions of Insurance.

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.

The insured individuals are listed in the policy and the General Terms and Conditions of Insurance.

What are the important exclusions?

- Events that have already occurred at the time of concluding the contract or booking the trip, or events that were discernible for the insured individual at the time of concluding the contract or booking the trip.
- Events connected with epidemics or pandemics.
- Events in connection with participation in risky actions where the individual is knowingly exposed to danger.

This list contains only the most common exclusions. Further exclusions are set out in the General Terms and Conditions of Insurance and the VVG.

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 is defined at the time of application and is set out in the policy.

What are the duties of the Policy Holder and the insured individuals?

- To fulfil their contractual and legal duties of notification, information and conduct in full (e.g. prompt notification of a case of loss/damage to AGA).
- To do all that they can to help minimise and clarify the loss/damage (e.g. authorising AGA to issue the relevant documents, information, etc. to third parties to clarify the case of loss/damage).

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

When does the insurance cover begin and end?

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

Insurance policies of less than one year (short-term insurance policies) end automatically on the day defined in the application and set out in the policy.

How does AGA and CAP handle information?

AGA handles information that arises from the contractual documents or the processing of the contract and uses this in particular to establish the premium, clarify risk, process benefit cases, and for statistical evaluations and marketing purposes. The information is stored physically or electronically.

If necessary, the data is passed to involved third parties, such as other insurance companies, authorities, lawyers and external experts, to the extent needed. Data may also be passed on in order to reveal or prevent the misuse of insurance.

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Overview of insurance benefits

Insurances	Insurance protection	Sum insured (maximum)	
A Cancellation	Cancellation and delayed departure There is a limited coverage sum for certain items	Per person	Price of airline tickets

General Terms and Conditions of Insurance

The insurance protection provided by AGA International S.A., Paris, Wallisellen (Switzerland) branch, called AGA in the following text, is defined by the Insurance Policy and the following General Terms and Conditions of Insurance.

I Common provisions relating to all components of insurance

The common provisions for all components of insurance apply only to the extent that there are no contrary provisions in the special provisions governing the individual components of insurance.

1 Insured persons

The insurance covers whoever is listed in the insurance policy.

2 Scope

The insurance is valid worldwide for trips (max. 31 days) in connection with at least one flight booking on the homepage of KLM.

The insurance applies from the insurance starting time set out in the policy.

3 Obligations in the event of loss/damage

3.1 The insured person is obliged to undertake everything in his/her power to limit the damage and to clarify its provenance.

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 notification of the insured event to the contact address specified in the common provisions).

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 for which AGA has furnished provisions against third parties, s/he must safeguard these claims and cede them to AGA.

3.5 The following documents must be made available to AGA at the contact address specified in the common provisions (according to insured event):

- Proof of insurance (Policy)
- Invoice for cancellation costs in the original
- Transport tickets (airline/rail tickets), admission tickets, receipts, etc. in the original
- Receipts for unforeseen costs in the original
- Death certificate
- Booking confirmation
- Documents and/or official certificates that confirm that the loss/damage has happened (e.g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)
- Confirmation of business travel from the employer
- Copy of passport with immigration stamp
- Invoices for costs of medical personnel, medical products and hospitals, plus doctor's prescriptions in the original
- Invoices for the insured additional costs in the original

- Record of the facts of the case
- Missing persons notification for EDA
- Proof of delay by airline

4 **Violation of obligations**

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

5 **Non-insured events**

5.1 If an event has already taken place at the time the contract is concluded or the trip is booked, or if the event was discernible for the insured person at the time the contract was concluded or the trip was booked, there will be no right to claim benefit.

5.2 Events brought about by the insured person as follows are not insured:

- Misuse of alcohol, drugs or medication
- Suicide or attempted suicide
- Participation in strikes or civil unrest
- Participation in competitions and training sessions with motor vehicles or boats
- Participation in actions involving risks, where the individual knowingly exposes him/herself to danger.
- Grossly negligent or premeditated action/omission
- Commitment of a crime and/or offence or the intention to do so

5.3 The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or for police-related matters.

5.4 The insurance does not cover the following events and 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 such as the seizure of assets, imprisonment or a ban on leaving the country.

5.6 If the purpose of the trip is for medical treatment as an in-patient.

5.7 If the certifier (expert, doctor, etc.) is a direct beneficiary or is related to the insured person by blood or by marriage.

5.8 The insurance does not cover costs relating to kidnappings.

6 **Definitions**

6.1 **Closely connected persons**

Closely connected persons are:

- Family members (spouse, parents, children, parents-in-law, grandparents and siblings)
- Life partner and his/her parents and children
- Carers of underage children or relatives who are in need of care and are not travelling
- Very close friends with whom there is intensive contact

6.2 **Europe**

The European area of application includes all the nations on the continent of Europe 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**

The Swiss area of application covers Switzerland and the Principality of Liechtenstein.

6.4 **Monetary assets**

Monetary assets are cash, credit cards, securities, savings books, precious metals (held in storage, in the form of bullion or merchandise) coins, medallions, loose precious stones and pearls.

6.5 **Trip**

A trip includes either an outward and return flight or at least one overnight stay away from the usual place of residence, together with an outward and return trip and lasts for a maximum of 31 days.

6.6 **Travel company**

A travel company (tour operators, travel agents, airline company, car hire company, hotels, organisers of courses, etc.) includes any company that, based on a contract, provides travel services with and for the insured person.

6.7 **Public conveyance or means of transport**

A public conveyance or means of transport is a method of transport that travels regularly based on a timetable and for which a ticket has to be purchased. Taxis and hired vehicles do not fall under the term of public means of transport.

6.8 **Breakdown**

A breakdown is a sudden and unforeseen failure of the insured vehicle due to an electrical or mechanical defect, which makes it impossible to continue the trip, or which would make it illegal to continue the trip. The following are also deemed to be breakdowns: defective tyres, lack of petrol, vehicle keys locked in the vehicle or flat battery. Lost or damaged vehicle keys or incorrect fuel are not deemed to be a breakdown and are not insured.

6.9 **Personal injury**

An injury is the sudden, unintended harmful effect of an unusual external factor on the human body.

6.10 **Motor vehicle accident**

An accident is the sudden, unintended harmful effect of a powerful external factor on the motor vehicle, which makes it impossible to continue the trip, or which would make it illegal to continue the trip. In particular this includes events caused by impact, collision, overturning, crashing, subsidence and immersion.

6.11 **Severe illness / severe consequences of injury**

Illness and/or the consequences of injury are defined as severe if they result in a temporary or permanent incapacity for work or the total inability to travel.

7 **Complementary clause**

7.1 If the insured person is entitled to benefits under a different insurance contract (voluntary or compulsory insurance) the cover is limited to that part of the AGA benefits that exceeds the cover provided by the other insurance contract. Overall costs will only be reimbursed one single time.

7.2 If AGA has nevertheless provided benefits for the same loss/damage, these shall be regarded as an advance payment and the insured person shall cede his/her entitlement to claim against a third party (third-party, voluntary or compulsory insurance) to AGA to the same extent.

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. (Exception: air accident; in this case, the period of limitation is 5 years.)

9 **Hierarchy of standards**

The "Special Provisions relating to the individual components of insurance" take precedence over the "Common provisions relating to all the components of insurance".

10 **Premature cancellation of the insurance contract**

The Policyholder can cancel the insurance before the trip and within 14 days of the time the insurance cover was concluded. In order to take advantage of this option, the Policyholder must notify AGA in writing, adhering to the 14-day notice period. In addition, no notification must have been made of any loss/damage. If this opportunity is not used, the contract will be regarded as having taken effect.

11 **Applicable law and place of jurisdiction**

11.1 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.

11.2 The Swiss Federal law on insurance contracts (VVG) is applied as a supplement to these provisions.

12 **Contact address**

Allianz Global Assistance, Hertistrasse 2, P.O Box, 8304 Wallisellen, Switzerland

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

A **Cancellation**

1 **Scope**

1.1 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 hotel, etc. if no means of transport has been booked.

2 **Sums insured**

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

3 **Insurance benefits**

3.1 **Cancellation costs**

If the insured person cancels the contract with the airline as the result of an insured event, AGA will pay the contractually-owed cancellation costs for the airline ticket, up to the amount of the agreed sum insured.

3.2 Charges for disproportionate or repeated processing costs or insurance premiums will not be reimbursed.

4 Insured events

4.1 Sickness, accident, death, pregnancy

1 Severe sickness, severe accident, complications due to pregnancy or death, insofar as the relevant event occurred after the time of booking:

- of the insured person.
 - of an accompanying person who booked the same trip and cancelled it
 - of a person closely connected to the insured person who is not travelling with the insured person.
- If several persons have booked the same trip, it may only be cancelled by a maximum of 6 persons.

2 Psychological illness. Insurance cover only exists if

- a psychiatrist certifies the incapacity for work and for travel and
- the incapacity for work is substantiated by a confirmation of absence from the employer.

3 In the event of chronic sickness, insurance protection only applies if the trip has to be cancelled due to an unexpected, acute deterioration that is certified by a doctor. It is a prerequisite that the person's state of health was stable and the person was fit for travel at the time of making the travel booking.

4 In the event of pregnancy, insurance protection only applies if the pregnancy occurred after the time of booking the trip and the date of the return trip is after the 24th week of pregnancy or if the pregnancy occurred after the time of booking the trip and a vaccination that would present a risk to the unborn child is recommended for the destination of travel.

4.2 In the event of cancellation as the result of a change to the holiday dates originally agreed, where it can be proved that the change was ordered by the employer and was not foreseeable in advance, the maximum reimbursement of the contractually-owed cancellation costs will amount to CHF 8,200 per person or a maximum of CHF 52,500 per event, minus an excess of 25% of the package price, but with a minimum of CHF 50 and a maximum of CHF 245 per insured person.

4.3 In the event of cancellation as the result of the theft of the identity documents required for the planned trip (identity card/passport), the maximum reimbursement of contractually-owed cancellation costs for the travel package will amount to CHF 8,200. per person or a maximum of CHF 52,500 per event, minus an excess of 25% of the package price, but with a minimum of CHF 50 and a maximum of CHF 245 per insured person.

4.4 Missed outward flight as the result of the delay or absence of the means of public transport or vehicle for the outward journey

If it becomes impossible to start upon the booked trip as the result of the delay or absence of the means of public transport, or if the private vehicle or taxi used for the direct journey to the starting point envisaged in the travel package becomes undriveable as the result of accident or breakdown, AGA will pay the booking change or re-booking costs for an outward flight departing within the following 24 hours, up to a maximum of the cost of the original outward flight tickets. The insurance does not cover mishaps involving keys and fuel.

5 Non-insured events (as a supplement to Clause 1 5: Non-insured events)

5.1 Poor course of recovery

If, by the date of travel, recovery is not complete from an illness, or the consequences of injury, or an operation, or a medical intervention that had already happened at the time the trip was booked. If, by the date of travel, recovery is not complete from the consequences of an operation or medical intervention that had already been planned at the time of booking, but was actually carried out after the booking was made.

5.2 Cancellation by the travel company

If the travel company can not fulfil the contractual obligations, or can only fulfil them in part, or cancels the trip, or has to cancel the trip as the result of specific circumstances, and that travel company has a statutory duty to compensate for the benefits it has not provided. The specific conditions under which the trip would have to be cancelled include recommendations from the Swiss Department for Foreign Affairs against travel to the affected areas.

5.3 Official instructions

If official orders prevent the booked trip being undertaken as planned.

6 Obligations in the event of loss/damage (as a supplement to Clause 1 3: Obligations in the event of loss/damage)

In order to be able to claim the benefits provided by AGA, the person with the entitlement to claim must cancel the booked trip with the travel company or person renting out the property immediately after the insured event occurs, and then notify AGA in writing.