

Customer information and General terms and conditions of insurance

KLM Cancellation costs

Customer information under the Swiss Insurance Contract Act (ICA)

The following customer information provides a concise overview of the insurer's identity and the material content of the insurance contract (Article 3 of the Swiss Insurance Contract Act – ICA). Only the insurance policy and General terms and conditions of insurance (GTC) are authoritative for the content and scope of the rights and obligations derived from the insurance contract.

Who is the insurer?

The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Travel. The company headquarters are at Richtiplatz 1, 8304 Wallisellen.

Who is the policyholder?

The policyholder is the person designated as such in the insurance policy.

What risks are insured and what is the scope of the cover?

The insured risks under the respective contract, scope of the cover and the cover restrictions are set out in the insurance policy and General terms and conditions of insurance (GTC). The following is a summary of the various insurance components offered, provided for ease of understanding:

Cancellation costs

– Assumption of the cancellation costs owed by the insured person if the booked trip is cancelled as a result of serious illness, a serious accident, death or another event that is listed as insured in the GTC.

Which persons are insured?

The insured persons are in each case essentially set out in the insurance policy and the General terms and conditions of insurance (GTC).

Temporal and geographical scope of the insurance cover

The insurance cover basically applies worldwide during the insurance period. Local restrictions in the Special provisions for the individual insurance components as well as economic or trade sanctions or embargoes of the United Nations, the European Union, the United States of America or Switzerland that contradict the insurance cover remain reserved.

What are the main exclusions?

The following list contains only the most important insurance cover exclusions. Further exclusions are contained in the exclusionary clauses «Non-insured events and benefits» of the General terms and conditions of insurance as well as the ICA:

- *An event is not insured if it has already occurred when the policy is taken out, the trip is booked or the pre-booked service begins or if its occurrence was foreseeable for the insured person when the policy was taken out, the trip was booked or the pre-booked service began.*
- *Events are not insured if the insured person has triggered them in the following ways:*
 - *abuse of alcohol, drugs or medicines;*
 - *suicide or attempted suicide;*
 - *participation in strikes or unrest;*
 - *participation in races, training sessions or other types of driving on race or training tracks;*
 - *participation in hazardous activities whereby the insured person knowingly exposes himself or herself to danger, such as diving to depths of more than 40 m, canyoning, bungee jumping or paragliding as well as climbing, mountaineering, mountain tours at altitudes of 5,000 m or higher or participation in expeditions etc.;*
 - *negligent or premeditated actions/or failure to act;*
 - *committing or attempting to commit crimes or offences.*
- *The following events and their consequences are not insured: war, terror attacks, any type of unrest, natural catastrophes and incidents involving atomic, biological or chemical substances.*
- *The following events and their consequences are not insured: epidemics and pandemics, except as expressly covered under section II A: Cancellation costs.*
- *The consequences of events associated with official instructions, e.g. airport/airspace closures, roadblocks, quarantine measures (except as expressly covered under section II A: Cancellation costs), police measures, decrees etc., are not insured.*
- *Under the component 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 date of travel. The same applies to cancellation by a tour operator, or official instruction except as expressly covered under section II A: Cancellation costs), or illness/injury that is not confirmed medically at the time of the occurrence or if the cancellation, depending on circumstances, arises from a psychological reaction to a health hazard, act of terror, aircraft accident or natural catastrophe or due to fear of civil unrest, acts of war, acts of terror or aviophobia (fear of flying).*

Which obligations are incumbent on the policyholder and insured persons?

The following list contains only the main obligations. Other obligations are set out in the General terms and conditions of insurance and the ICA:

- For **Cancellation costs** the booking must be cancelled promptly at the travel company on occurrence of the insured event. The claim must then be issued to Allianz Travel in writing and including the necessary documents (see GTC section II A 6 and section I 11 for contact address).
- In any event, the insured person is obliged to do everything to mitigate the loss and help resolve the claim; for losses caused by injury or illness, the insured person must ensure that the attending doctors are made exempt from their duty of confidentiality vis-à-vis Allianz Travel.
- If the person with the right to claim violates his/her obligations, Allianz Travel can refuse or reduce its benefits.

How much is the premium?

The amount of the premium depends on the risks insured and stipulated level of cover. The amount of the premium is defined with the application and results from the insurance policy.

When does the insurance begin and end?

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

Right of revocation

The policyholder may revoke the contract within a period of 14 days from the application to conclude the contract or the declaration of acceptance thereof by notifying the insurer in text form (e.g. letter, e-mail). The right of revocation is excluded for provisional cover commitments and contracts with a duration of less than one month.

How does Allianz Travel treat data?

When processing personal data essential to the transaction of insurance business, Allianz Travel observes the Swiss Data Protection Act (FADP). If necessary, Allianz Travel will use the claims form to obtain the necessary approval from the insured person to process the data.

The personal data processed by Allianz Travel includes data relating to the conclusion of the contract and the policy/claims handling. The information processed mainly comprises the policyholder's or insured person's details from the insurance application and the claims statement. In the interests of all policyholders, data may also be exchanged with previous insurers and reinsurers within and outside Switzerland. Allianz Travel 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, some of the benefits offered by Allianz Travel are provided by legally independent companies both domestically and abroad. These may be Allianz Group companies or cooperation partners. For the purposes of fulfilling its contractual obligations, Allianz Travel must exchange data both within and outside the group.

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

Persons whose data is processed by Allianz Travel have the right, in accordance with the Data Protection Act (DPA), to ask what data concerning them Allianz Travel actually processes; they may also request the rectification of incorrect data.

Table of benefits

Insurance components (Indemnity insurance)	Insured benefits	Maximum insured amount	
A Cancellation costs	Assumption of the cancellation costs if the booked trip is cancelled.	per person	price of air ticket

Contact address for complaints

Allianz Travel
Complaint Management
Richtplatz 1
P.O. Box
8304 Wallisellen

General terms and conditions of insurance

The insurance cover provided by AWP P&C S.A. Saint-Ouen (Paris), Wallisellen branch (Switzerland), hereinafter referred to as Allianz Travel, is defined in the insurance policy and the following General terms and conditions of insurance (GTC).

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I Common provisions to all insurance components

The Common provisions to all insurance components only apply insofar as the Special provisions for the individual insurance components contain no provisions to the contrary.

1 Insured persons

- 1.1 The person(s) listed in the insurance policy is/are covered.
- 1.2 Persons with permanent residence in Switzerland are insured under section I 1.1 as well as persons living abroad, provided they booked their journey in Switzerland.

2 Geographical scope

Unless otherwise specified in the Special provisions for the individual insurance components, the insurance applies worldwide with at least one flight reservation on the KLM website.

3 Duties in the event of a claim

- 3.1 The insured person is obliged to do everything to mitigate the loss and help resolve the claim.
- 3.2 The insured person is obliged to observe his/her contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in section I 11).
- 3.3 If the loss occurred due to illness or an accident, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-à-vis Allianz Travel.
- 3.4 If the insured person is also able to claim benefits paid out by Allianz Travel from third parties, the insured person must uphold these claims and cede them to Allianz Travel.
- 3.5 The claims forms are available on our website: www.allianz-travel.ch/claims

4 Breach of duties

If the entitled person is in breach of his/her obligations, Allianz Travel can withhold or reduce the benefits.

5 Non-insured events and benefits

- 5.1 *An event is not insured if it has already occurred when the policy is taken out, the trip is booked or the pre-booked service begins or if its occurrence was foreseeable for the insured person when the policy was taken out, the trip was booked or the pre-booked service began.*
- 5.2 *Events are not insured if the insured person has triggered them in the following ways:*
 - *abuse of alcohol, drugs or medicines;*
 - *suicide or attempted suicide;*
 - *participation in strikes or unrest;*
 - *participation in races, training sessions or other types of driving on race or training tracks;*
 - *participation in hazardous activities whereby the insured person knowingly exposes himself or herself to danger, such as diving to depths of more than 40 m, canyoning, bungee jumping or paragliding as well as climbing, mountaineering, mountain tours at altitudes of 5,000 m or higher or participation in expeditions etc.;*
 - *negligent or premeditated actions/or failure to act;*
 - *committing or attempting to commit crimes or offences.*
- 5.3 *Activities related to an insured event are not insured, e.g. the cost of replacing the insured items or for law enforcement purposes.*
- 5.4 *The following events and their consequences are not insured: war, terror attacks, any type of unrest, natural catastrophes and incidents involving atomic, biological or chemical substances.*
- 5.5 *The following events and their consequences are not insured: epidemics and pandemics, except as expressly covered under section II A: Cancellation costs.*
- 5.6 *The consequences of events associated with official instructions, e.g. airport/airspace closures, roadblocks, quarantine measures (except as expressly covered under section II A: Cancellation costs), police measures, decrees etc., are not insured.*
- 5.7 *If the purpose of the trip is for medical treatment.*
- 5.8 *If the certifier (expert, doctor, etc.) is a direct beneficiary or is related to the insured person by blood or by marriage.*
- 5.9 *The insurance does not cover costs relating to kidnappings.*
- 5.10 *Events are not insured where economic, trade or financial sanctions or embargoes imposed by Switzerland are directly applicable to the contracting parties and exclude the insurance cover. That extends to economic, trade or financial sanctions or embargoes imposed by the United Nations, European Union or United States of America, provided they are not in*

6 Definitions

- 6.1 Closely related persons
Closely related persons are:
 - relatives (spouse, parents, children, parents-in-law, grandparents and brothers and sisters);
 - life partners including their parents and children;
 - carers of non-travelling minors or relatives in need of care;
 - very close friends with whom there is very close contact.
- 6.2 Europe
Europe includes all countries on the European continent and the Mediterranean, plus the Canary Islands, Madeira and those countries bordering the Mediterranean and outside Europe. The eastern border to the north of Turkey encompasses Azerbaijan, Armenia, Georgia and the Ural mountain range.
- 6.3 Switzerland
The territory of Switzerland for the purpose of insurance cover includes Switzerland and the Principality of Liechtenstein.

- 6.4 **Natural hazards**
Natural hazards are losses stemming from natural events, such as high water, flooding, storm (winds of at least 75 km/h), hail, avalanche, snow pressure, rockfall, rockslide or landslide. Losses from earthquake or volcanic eruption do not count as natural hazards.
- 6.5 **Monetary value**
Monetary value covers cash, credit cards, securities, savings accounts, precious metals (inventories, bars or merchandise) coins, medallions, loose precious stones and pearls.
- 6.6 **Journey**
A journey is a stay of over one day outside the person's normal place of residence or a stay of shorter duration at a location at least 30 km from the person's legal residence discounting routes to work. The maximum duration of a journey for the purposes of these GTC is a total of 31 days.
- 6.7 **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.
- 6.8 **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, rental cars and aeroplanes do not count as public means of transport.
- 6.9 **Breakdown**
A breakdown means any sudden and unforeseen failure of the insured vehicle as a result of an electrical or mechanical defect that makes it impossible to continue the journey or that means continuing the journey is no longer permitted by law. The following are equivalent to a breakdown: tyre defect, fuel shortage, vehicle key locked inside the vehicle or flat battery. Loss of or damage to the car key or using the wrong type of fuel does not qualify as a breakdown and is not insured.
- 6.10 **Personal accident**
An accident is the sudden, unintended detrimental outcome of an unusual external factor on the human body.
- 6.11 **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.
- 6.12 **Serious illness / serious accident**
Illness or accidents are considered serious if they result in a temporary or permanent inability to work or an inability to travel.
- 6.13 **Epidemic**
A contagious disease recognized by the World Health Organization (WHO) or an official government authority in the insured person's country of residence or trip destination.
- 6.14 **Pandemic**
An epidemic that is recognized as a pandemic by the World Health Organization (WHO) or an official government authority in the insured person's country of residence or trip destination.
- 6.15 **Quarantine**
Mandatory confinement (including ordered isolation), intended to stop the spread of a contagious disease to which the insured person or a travelling companion has been exposed.
- 6.16 **Natural catastrophe**
Extremely serious natural event directly causing at the location affected by the event, the death of a significant number of people and devastating material damage to public infrastructure.
- 6.17 **Official instruction**
An official instruction is a public directive issued by an authority (at federal, canton or municipal level) for the attention of a natural person or legal entity, to behave (by way of action, tolerance or forbearance) in a specific manner. This includes, for example, airport/airspace closures, roadblocks, quarantine measures, police measures and decrees etc.

7 Existence of more than one policy, claims against third parties

- 7.1 In cases of (voluntary or mandatory) other insurance Allianz Travel provides services on a subsidiary basis, unless there is an identical section 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 Allianz Travel 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, Allianz Travel 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 Allianz Travel 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 Allianz Travel instead of the liable party then the insured and/or the eligible claimant must subrogate their liability claim over to Allianz Travel up to the amount of the compensation received.

8 Limitation period

Claims under the insurance contract expire five years after the occurrence of the event giving rise to the obligation to pay benefits.

9 Hierarchy of regulations

- 9.1 The Special provisions for the individual insurance components take precedence over the Common provisions to all insurance components.
- 9.2 In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any doubt exists.

10 Place of jurisdiction and applicable law

- 10.1 Lawsuits against Allianz Travel may be brought before the court at the company's registered office or at the Swiss place of residence of the insured or entitled person.
- 10.2 The Swiss Insurance Contract Act (ICA) applies in addition to these provisions.

11 Contact address

Allianz Travel, Richtiplatz 1, P.O. Box, 8304 Wallisellen
info.ch@allianz.com

II Special provisions for the individual insurance components

A Cancellation costs

1 Temporal scope

Insurance cover starts on the day the insurance policy is issued and ends with the start of the insured trip. The start of the trip is when the insured person enters the reserved means of transport or the reserved accommodation (hotel, holiday apartment etc.), if no means of transport was reserved.

2 Insured amount

The insured amount is specified in the insurance policy.

3 Insured benefits

- 3.1 **Cancellation costs**
If the insured person cancels a contract with the airline due to an insured event, Allianz Travel will pay the flight ticket cancellation costs owed under the contract up to a maximum of the insured amount. These costs shall include options booked at the same time as the ticket such as special food, extra-wide seat, etc., non-reimbursable airline fuel surcharges and any cancellation administration costs invoiced by the airline. Any costs invoiced to the insured person for rebooking services prior to the cancellation will only be assumed if the rebooking is due to an insured event as defined under section II A 4. There is no compensation for costs, fees or credit reductions resulting from the loss or forfeiture of air miles, prize awards or other rights of use (time-sharing etc.).
- 3.2 Expenses incurred for disproportionate or recurrent handling charges or insurance premiums are not reimbursed.

4 Insured events

4.1 Serious illness, serious accident, death, complications of pregnancy

4.1.1 Serious illness (including being diagnosed with an epidemic or a pandemic disease such as e. g. COVID-19), serious accident, complications of pregnancy or the death of one of the following persons, provided the event concerned has occurred after the relevant booking was made or insurance was taken out:

- the insured person;
- a closely related person who booked the same event and cancelled;
- a non-travelling person who is closely related to the insured person.

If a number of insured persons have booked the same trip, it can be cancelled for a maximum of six persons if an accompanying insured person cancels the trip due to one of the above events.

4.1.2 For mental illness, insurance cover only applies if

- a psychiatrist confirms an inability to work and travel and
- the inability to work is documented by a certificate of absence supplied by the employer.

4.1.3 Chronic illness is only covered by the insurance if the trip has to be cancelled due to a medically documented, unexpected, acute deterioration. Cover is contingent on the person being able to travel at time of booking or taking out the insurance and demonstrably being in a stable state of health.

4.2 Pregnancy

In the event of the insured or an accompanying person becoming pregnant, insurance cover only applies if this occurred after the trip was booked or the insurance was taken out and the date of the return journey is after the 24th week of pregnancy or if the pregnancy occurred subsequent to booking the trip or concluding the insurance and a vaccination was required for the destination, which would pose a risk to the unborn child.

4.3 Quarantine

If the insured person or a travelling companion is quarantined before their trip by order or other requirement of a government or public authority, based on their suspicion that the insured person or a travelling companion, specifically, has been exposed to a contagious disease (including an epidemic or a pandemic disease such as e. g. COVID-19). This does not include any quarantine that applies generally or broadly to some or all of a population or geographical area, or that applies based on where the person is travelling to, from or through.

4.4 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.

4.5 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.

4.6. 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, Allianz Travel 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 and benefits (in addition to section I 5)

5.1 *Poor course of recovery*

If an illness or the consequences of an accident, an operation or a medical intervention had already occurred by the time the trip was booked or the insurance was concluded and have failed to heal by the travel date. If convalescence from an operation/medical intervention, which was already planned at the time the trip was booked or the insurance was concluded but only performed afterwards, is not complete by the departure date.

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 section II A 4.1 and II A 4.2 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 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 Federal Department of Foreign Affairs against travel to the affected areas.

5.4 *Official instructions*

If official instructions render the planned completion of the booked journey impossible, except as expressly covered under section II A 4.3.

5.5 *Cancellation costs are not insured if the cancellation, depending on circumstances, arises from a psychological reaction to a health hazard, act of terror, aircraft accident or natural catastrophe or due to fear of civil unrest, acts of war, acts of terror or aviophobia (fear of flying).*

6 Duties in the event of a claim (in addition to section I 3)

6.1 In order to claim Allianz Travel benefits, the insured or entitled person must immediately cancel the service booked with the travel company on occurrence of the insured event.

6.2 In the event of a claim, Allianz Travel must be sent the following documents in writing (see section I 11):

- claims forms are available on our website: www.allianz-travel.ch/claims;
- proof of insurance or copy of the policy;
- invoice of cancellation costs;
- booking confirmation;
- documents and/or official attestations documenting the occurrence of the loss event (e.g. detailed medical certificate with diagnosis, employer attestation, police report etc.).