

Customer information and General Terms and Conditions SWISS Cancellation cost insurance

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 the maximum sum insured set out in the insurance policy), 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.

Who are the people covered by the insurance?

Insured are those individuals specified in the policy.

Duration and geographical scope of the insurance cover

Insurance cover is valid worldwide for the period of insurance, in conjunction with at least one flight booking made on the Swiss International Air Lines home page. 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 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 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.

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 or renter/course organisers 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 10).
- 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

How can we help?

Allianz Global Assistance
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info@allianz-assistance.ch, www.allianz-assistance.ch

Summary of Insurance Benefits

Insurance components	Benefit	Maximum sum insured (SI)	
A Cancellation costs	Trip cancellation and delayed start to trip	per event	as set out in policy

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

1.1 The insurance covers whoever is listed in the insurance policy^{1,2}. The insurance covers those people listed in accordance with paragraph I 1.1 if they have their permanent residence in Switzerland or those people listed in accordance with paragraph I 1.1 if they live abroad, as long as they booked their trip in Switzerland.

2 Scope

Subject to provisions to the contrary in the special conditions relating to the individual insurance and/or service components, the insurance provides cover worldwide, in conjunction with at least one flight booking made on the Swiss International Air Line home page.

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 10).

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 92 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. (Exception: Aircraft accident, here the limitation period is five years.)
- 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 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**
The sum insured is shown on the insurance policy.
- 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. Where tickets for an event are not part of a package, an excess of CHF 50.- will be deducted per ticket. 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 A1 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 **Damage to property at the place of residence**
If there has been serious damage to the property of the insured person at his/her permanent place of residence as a result of theft, fire or damage by the elements, and the presence at home of the insured person is therefore indispensable.
- 4.3 **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.
- 4.4 **Failure of the vehicle on the outward journey**
If the private vehicle or taxi becomes undriveable 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.
- 4.5 **Strikes**
If a strike (except strike by the tour operator and/or their service providers) renders the trip impossible.
- 4.6 **Dangers at the destination of travel**
If war, acts of terror, unrest of any kind or natural catastrophes at the destination of travel place the life of the insured person in danger, and advice against undertaking the trip is issued by an official Swiss authority (the Swiss department for foreign affairs, the Federal Department of Foreign Affairs (DFA)).
- 4.7 **Unemployment / unexpected start of a new job**
If the insured person within the 30 days prior to the departure date unexpectedly starts a new job assignment or if the unexpected taking up of employment occurs during the travel period or else if the insured person through no fault of his/her own is made redundant before departure.
- 4.8 **Summons from the authorities**
If the insured person unexpectedly receives a summons to appear as a witness or as a juror in a court. The court dates must lie within the period of travel.
- 4.9 **Theft of passport or identity card**
If the passport or the identity card of the insured person is stolen immediately before departure, making it impossible to start the trip. NB: Emergency passport offices are located at various airports.
- 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 or the person who is renting immediately upon the occurrence of the insured event, and then notify AGA of the loss/damage in writing (see paragraph I 10). 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.)