

ERV cancellation insurance

INFORMATION ON YOUR INSURANCE

Dear customer,

We would like to inform you of your insurance company's identity and of the material contents of your insurance contract (in accordance with article 3 of the Act on Insurance Contracts).

Who are your contractual partners?

The risk carrier for the present insurance is: Helvetia Schweizerische Versicherungsgesellschaft AG, Dufourstrasse 40, CH-9001 St.Gallen. The insurance lies with: Europäische Reiseversicherung (entitled ERV in the GIC), a branch of Helvetia Schweizerische Versicherungsgesellschaft AG headquartered at St. Alban-Anlage 56, Postfach, CH-4002 Basel.

Who is the policyholder?

The policyholder is HHD AG, Sägereistrasse 27, CH-8152 Glattbrugg.

Which risks are covered and what is the scope of the insurance cover?

The events upon the occurrence of which ERV is obliged to pay benefits are listed in the applicable General Terms and Conditions of Insurance.

Which benefits will be paid?

The amount and/or the maximum amount and the type of benefits, as well as retentions and waiting periods, if any, are stipulated in the insurance contract, in the policy and in the applicable General Terms and Conditions of Insurance.

Who are the insured persons?

Based on the collective insurance contract concluded with the policyholder, ERV grants insurance cover, including a direct right to claim in connection with the insurance benefits, to the persons named in the insurance confirmation. The insured persons are stipulated in the insurance confirmation and in the General Terms and Conditions of Insurance.

How much is the premium?

The premium shall be paid by the policyholder.

What are the obligations of the insured persons?

The insured persons' obligations include but are not limited to the following:

- ERV must be notified by an insured person as soon as possible;
- The policyholder and the insured persons are obliged to support ERV in the clarification of cases of damage and otherwise (cooperation obligation);
- In case of damage, any reasonable measures to mitigate and clarify the damage must be taken (mitigation obligation);
- If any new information arises that could impact the cost of the claim then the insured person must inform ERV as soon as possible. If this is unreasonably delayed it may impact the value that ERV will pay which will be limited to the value ERV should have paid were the information passed to ERV in a timely manner (risk aggravation).

When does the insurance contract commence and when does it end?

The insurance contract shall commence at the time of accession to the collective agreement and shall remain in effect as stipulated in the insurance confirmation.

Where can you ask questions about your insurance?

Service is offered in English:
Phone: +41 58 275 22 10, Fax: +41 58 275 27 27, E-Mail: info@erv.ch

Why will personal data be processed, disclosed and stored?

Which personal data will be processed?

The collection and processing of data will serve the operation of insurance business, the distribution, sale, management, procurement of products/services, risk assessment and the execution of insurance contracts and any and all ancillary transactions connected therewith.

The data shall be collected, processed, stored and deleted physically and/or electronically in accordance with statutory regulations. Data relating to business corre-

spondence must be stored for a period of at least 10 years after the dissolution of the contract and data relating to a case of damage for a period of at least 10 years after settlement of such case of damage.

Generally, the following data categories will be processed: Data of interested persons, customer data, data related to contracts and cases of damage, health data, data of injured persons and claimants as well as collection data.

ERV shall be authorised to disclose such data to and to obtain information from co-insurers, re-insurers, public authorities, insurance companies and insurance institutions, central information systems of insurance companies, other entities of the group of companies, cooperation partners, hospitals, doctors, third-party experts and other parties concerned, both in Switzerland and abroad. Such authorisation includes but is not limited to the physical and/or electronic storage of data, the use of data for the calculation of the premium, for risk assessment, for claim processing, for fraud prevention, for statistical analyses as well as - but only within the group of companies including cooperation partners - for marketing purposes including the preparation of customer profiles enabling us to offer individual products to the applicant.

Other issues to be taken into account

In any case, the insurance contract shall be the relevant document.

For the sake of simplicity, the male form of address will be used in the entire text; the female form shall be deemed as included.

In case of doubt, the German version shall prevail for the interpretation and contents of all documentation.

GENERAL TERMS AND CONDITIONS OF INSURANCE E332

- 1 GENERAL PROVISIONS
- 2 CANCELLATION FEES
- 3 GLOSSARY OF TERMS

1 GENERAL PROVISIONS

1.1 Insured persons

Insured persons are the persons listed on the policyholder's booking confirmation as well as all persons accompanying such persons during the term of insurance and who live in the rented accommodation together with the policyholder at the same time.

1.2 Scope of application

The insurance cover shall apply worldwide.

1.3 General exclusions

The following events are not covered:

- a) events that had already occurred or were already recognisable at the time the rented accommodation was booked. Provisions contained in 2.2.D reserved;
- b) events occurring in connection with illnesses or accidents which were not established by a doctor and confirmed by a doctor's certificate at the time of occurrence;
- c) events in cases where the expert, doctor etc. establishing facts on the event is a direct beneficiary or a relation of or married to the insured person;
- d) events that are a consequence of an armed conflict or of terrorism;
- e) events related to kidnapping;
- f) events that are a consequence of official orders (imprisonment, ban on leaving the country, closing of airspace, etc.);
- g) events resulting from the participation in:
 - competitions, races, rallies or training sessions with motor vehicles or boats;
 - competitions or training sessions related to professional sports or extreme sports;
 - trekking tours or mountain tours sleeping at an elevation of 4,000 metres above sea level or more;
 - expeditions;
 - adventurous acts (boldness), during which a person needlessly exposes themselves to a peril;
- h) events occurring in case a motor vehicle or boat is driven or steered without having the statutory licence or permit or if a statutorily required accompanying person is missing;
- i) events caused by wilful intent or gross negligence or by ignoring the general duty of care;
- k) events caused under the influence of alcohol, illegal drugs, narcotics or pharmaceutical products;

- l) events occurring when wilfully committing a crime or offense or attempting to commit such crime or offense;
- m) events the insured person causes in connection with suicide, self-mutilation and related attempts;
- n) events caused by ionising radiation of any kind, including but not limited from nuclear transmutation.

1.4 Claims to third parties

- A If the insured person received compensation from a liable third party or from such third party's insurer, no compensation shall be paid by this contract. If a claim was asserted against ERV instead of the liable third party, the insured person shall be obliged to assign to ERV the insured person's liability claims up to the amount paid by ERV.
- B In case of multiple insurance (voluntary or obligatory insurance), ERV shall pay its benefits subsidiarily unless the other insurer's insurance conditions contain a subsidiarity clause, as well. In such case, the statutory regulations pertaining to double insurance shall apply.
- C In case of multiple insurance contracts for licenced companies, the total costs shall be compensated only once for all companies.

1.5 Other provisions

- A The claims shall become statute-barred 2 years after the occurrence of the case of damage;
- B The exclusive place of jurisdiction for the person entitled to a claim shall be such person's place of residence or the registered office of ERV, Basel;
- C Any benefits unlawfully received from ERV must be repaid within 30 days plus any costs incurred;
- D The insurance contract shall be exclusively subject to Swiss law, in particular to the Federal Act on Insurance Contracts;
- E Payments made by ERV are generally made in CHF. The conversion of foreign currency shall be subject to the rate applicable on the date on which such costs were paid by the insured person.

1.6 Obligations in case of damage

- A Please contact us as follows (all services are offered in English):
 - in the event of damage contact ERV, PO Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch,
 - in case of emergency contact the ALARM CENTER with 24-hour service, either by calling **+41 848 801 803** or by calling the toll-free number **+800 8001 8003**, fax +41 848 801 804. It is available day and night (also on Sundays and public holidays). The ALARM CENTRE will advise you on appropriate action and will organise any help needed.
- B The insured person should act as if uninsured at all times and not unnecessarily incur additional costs as well as help to avoid or mitigate costs at every opportunity
- C The insurer
 - must be immediately provided with all required information;
 - must be immediately provided with the required documents; and
 - must be provided with bank details (IBAN of the account with the bank or Postbank), otherwise, the insured person shall be charged with the fees for the money transfer.
- D In case of illness or accident, please see a doctor immediately; inform the doctor of your travel plans and follow such doctor's orders. The insured person / person entitled to a claim shall be obliged to release any doctor who treated the insured person / person entitled to a claim from his/her doctor-patient confidentiality to the insurance company.
- E In case of any culpable violation of the obligations in case of damage, the insurer shall be entitled to deduct an amount from the compensation to be paid that corresponds to the amount by which such compensation would have been lower had the insured person / person entitled to a claim not violated his/her obligations.
- F The insurer's obligation to pay shall cease to exist, if:
 - untrue statements were made wilfully;
 - facts were concealed; or
 - the required obligations (e.g. police report, recording of facts, confirmation and receipts) were not fulfilled and this is detrimental to the insurer.



2 CANCELLATION FEES

2.1 Special provision, scope, period of validity

Immediately before booking a travel service, a person with a chronic illness shall be obliged to have his/her ability to travel confirmed by a doctor's certificate, which is to be issued immediately before booking a travel service. Insurance cover shall be worldwide and shall commence upon the time the rented object is booked and shall end upon commencement of the insured travel service (check in, entering the booked means of transport, etc.).

2.2 Insured events

- A ERV grants insurance protection if the insured person is unable to commence his/her booked travel service as a consequence of one of the events listed below, but only if such event occurred after the rented object was booked:
 - a) unforeseeable severe illness, severe injury, severe pregnancy complications or death
 - of an insured person;
 - of an accompanying person;
 - of a person that is not travelling but is a close relative to the insured person;
 - of the insured person's direct replacement at work so that the insured person's presence at work is essential;
 - b) strike (subject to the proviso of active involvement) on the planned travel route abroad. Riots of all kinds, quarantine, epidemics or acts of god at the travel destination, if such events would pose an immediate danger to the insured person's life and property;

- c) severe damage to the insured person's property at his/her place of residence as a consequence of fire, acts of god, theft or water damage, so that the insured person's presence at home is essential;
- d) the means of public transport to be used to travel to the official place of departure (airport, train station of departure, harbour or coach boarding place) in the country of residence is delayed or does not start at all;
- e) if, within the 30 days before departure:
 - the insured person unforeseeably commences a new permanent employment as an employee with a new employer (promotion etc. excluded); or
 - the insured person's employment contract is terminated by the employer without any fault attributable to the insured person.
- f) theft of tickets, passport or identity card;
- g) pregnancy of an insured person if the return date is after the 24th week of pregnancy or if a vaccination is required for the travel destination which would pose a risk for the unborn child or if there is an official warning for pregnant women for the travel destination;
- h) if the private car or taxi becomes non-operational during the direct trip to the rented object due to an accident or a breakdown. Fuel-related and key-related issues are not included in the insured events.
- C If the person that initiates the cancellation based on an insured event is not related to the insured person, neither by blood nor by marriage, there shall be no claim for benefits unless the insured person would have to travel alone.
- D If an insured person suffers from a chronic illness that does not endanger the use of the travel service at the time the insurance contract is concluded and/or at the time the travel service is booked, ERV shall pay the insured costs if the travel service has to be cancelled due to an unforeseeable severe acute aggravation of such illness or if the insured person dies as a consequence of such chronic illness (subject to the provisions contained in 2.1).

2.3 Insured claims, retention

- A The decisive factor for the assessment of the claim for benefits shall be the event that causes the cancellation of the travel service. Any prior or later events shall not be taken into consideration.
- B Upon occurrence of an insured event, ERV shall pay the contractually payable cancellation fees for the rented accommodation.
- C ERV shall pay extra costs for the delayed commencement of the travel service if such travel service could not be commenced at the planned time due to the insured event. Such payment shall not exceed the rent to be paid. If the insured person claims additional costs, the claim for cancellation fees shall cease to exist.
- D For every event of damage for which a compensation is to be paid, a retention of 20% shall apply to the insured person.

2.4 Exclusions

No benefits shall be paid in the following cases:

- a) if the institution offering the service (travel agency, landlord, organiser, etc.) cancels the agreed service or would have been obliged to cancel it for objective reasons;
- b) if the condition due to which the service was cancelled is a complication or consequence of any medical treatment or surgery which was planned at the time the insurance contract commenced or the travel service was booked;
- c) if an illness or the consequences of an accident, of a surgery or of a medical treatment already existed at the time the travel services were booked and have not healed by the date of departure;
- d) in case of a cancellation as described in 2.2 A a) without medical indication or if the doctor's certificate has not been issued as of the time the incapacity for travelling could have been established for the first time or was initiated by a telephone consultation;
- e) if a cancellation due to a mental or psychiatric condition:
 - cannot be justified by the establishment thereof and by a doctor's certificate issued by a psychiatric medical specialist on the date of cancellation; and
 - in case of employees, cannot be justified by presenting an employer's confirmation of 100% absenteeism during the time of the incapacity for travelling as certified by the doctor's certificate.

2.5 Case of damage

- A Please inform the place where you booked the travel service immediately upon occurrence of the event.
- B Please submit the following documents to ERV:
 - booking confirmation / invoice for the travel service as well as the invoices for the cancellation and subsequent travel costs in original form;
 - a detailed doctor's certificate and/or a certificate of death or another official certificate.

3 GLOSSARY OF TERMS

A Accident

An accident is a sudden, unintended detrimental effect of an unusual external factor on the human body, which results in an impairment of the physical, mental or psychiatric health or death.

Act of god

Sudden, unforeseeable natural event which has the quality of a catastrophe. The event causing the damage is caused by geological or meteorological processes.

E Epidemic

An epidemic is an infectious disease occurring intensively and in a restricted manner regarding place and time (e.g. influenza).

Expedition

An expedition is a scientific expedition or research trip lasting several days to a remote and undeveloped region, or a mountain tour from a base camp to altitudes above 7000m a.s.l., including tours in very remote lowlands, e.g. at the North Pole or South Pole or in Spitzbergen, the Gobi Desert, Sahara, the jungle in the Amazon area or Greenland as well as the research within specific cave systems.

Extreme sports

Exceptional sports disciplines during which the relevant person undergoes extreme physical and mental stress (e.g. distance Ironman Hawaii).

F Foreign countries/abroad

Not the country in which the insured person has a permanent residence.

G Gross negligence

A person acts with gross negligence if he/she violates a basic obligation of care the compliance with which is deemed mandatory to any reasonable human being in the same situation.

I Illness

Illness means any impairment of the physical, mental or psychic health which is not the consequence of an accident and which requires a medical examination or treatment or which results in incapacity for work.

P Place/country of residence

Country of residence is the country in which the insured person has his/her place of residence in accordance with civil law or his/her ordinary residence and/or the country in which the insured person had his/her last place of residence in accordance with civil law or his/her ordinary residence before commencement of the insured stay.

R Riots of all kinds

Violent acts against persons or things in connection with riotous assemblies, riots or civil commotion.

T Terrorism

Terrorism includes any violent act or threat of violent acts in order to reach political, religious, ethnic, ideological or similar goals. Such violent act or threat of violent acts is suitable to terrify the people or parts thereof or to influence any government or public institutions.