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General conditions of insurance (GCI). Cancellation cost.

European Travel Insurance ERV
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Information about this insurance

Dear customer

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Insurance Contract Act).

Use of the male gender to facilitate readability is intended to also refer to the female gender.

Who are your contractual partners?

The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen, Switzerland. Responsibility for this insurance lies with: European Travel Insurance (entitled ERV in the GCI), branch office of Helvetia Swiss Insurance Company Ltd, headquartered at St. Alban-Anlage 56, P.O. Box, CH-4002 Basel.

Who is the individual policyholder?

The individual policyholder is the booking office headquartered in Switzerland which undertakes the ticket booking.

Which persons are insured?

On the basis of the collective insurance contract entered into with the individual policyholder, ERV grants insurance cover and a direct right of claim in connection with the insurance benefits to the persons designated on the insurance confirmation. The insured persons are detailed in the confirmation of insurance and the General Conditions of Insurance (GCI)

What law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises such documents as the application, information supplied by the customer, the General Conditions of Insurance and, if applicable, further special conditions or supplementary conditions, and the policy/confirmation of insurance. The Swiss Federal Act on Insurance Policies shall apply.

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

The occurrences for which ERV is obliged to provide a benefit are set out in these General Conditions of Insurance (GCI)

What type of insurance is this?

Your insurance is, as a general rule, insurance against loss. Fixed sum insurance will be expressly designated as such in the contract documents (e.g. application, policy, confirmation of insurance, GCI).

What insurance benefits are provided?

The amount and/or maximum limit and the type of insurance benefits can be found in these GCI. The same applies to any deductibles or waiting periods.

How high is the premium payable?

The premium is communicated explicitly as part of the process of concluding the collective insurance agreement. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the policy, confirmation of insurance or premium invoice.

What obligations apply on concluding the contract?

As the applicant, the insured person is obliged under Article 6 of the Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage/losses). If, when concluding the insurance, the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, ERV is entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any loss already sustained if the occurrence or scope of such damage was influenced by the incorrectly or incompletely disclosed fact. If benefits have already been paid for such losses, repayment may be demanded.

What are the other obligations of the insured persons?

The principal obligations of the insured persons include the following, for example:

- If a loss event occurs, it must be reported to ERV immediately.
- The insured person must co-operate in investigations by ERV, for example investigation of a claim (obligation to cooperate).
- If a loss event occurs, reasonable actions must be taken to mitigate and elucidate the loss (obligation to mitigate losses).

When does your insurance contract commence and end?

The insurance commences upon entry into the collective insurance contract (purchase of cancellation cost insurance for the event) and ends once the event has begun (entry or use of the ticket) or, if the event is postponed, on the date originally booked.

What personal data is processed and why?

All personal data is processed in accordance with current data protection legislation. ERV is responsible for processing your personal data. In the notes on data protection at www.erv.ch/datenschutz, you will find further information on the purposes for which personal data is processed (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad), as well as your rights.

Does the right of cancellation apply in this case?

The policyholder may cancel, in writing or any other text form, his application to conclude the contract or his declaration of acceptance of such contract. The period of cancellation is 14 days and commences as soon as the policyholder has applied for or accepted the contract. This period is considered to have been met if the policyholder has notified ERV of the cancellation or submitted his notice of cancellation to the postal service on or by the last day of the cancellation period. The right of cancellation is excluded in the case of group personal insurance, provisional confirmation of cover and agreements with a term of less than one month. An annual premium/single premium will remain due if an injured third party can credibly make claims against ERV.

What else must be observed?

The specific insurance contract remains the determining factor in every case.

In cases of doubt about the interpretation and content of all documentation, the German version shall prevail.

General Conditions of Insurance (GCI)

1 Insured Person

The insured person is the lawful holder of the ticket insurance comprising the confirmation of the booking and these GCI.

2 Special provisions, scope of application, period of application

The cancellation cost insurance is valid only if it is taken out in conjunction with the booking of the event. The insurance cover applies in Europe and begins at the time when the definitive booking is made. It ends once the event has begun (entry or use of the ticket) or, if the event is postponed, on the date originally booked.

3 Insured events

A ERV provides insurance cover if the insured person is unable to take part in the event by reason of any of the following occurrences, provided that such occurrence happened after the insurance was taken out:

- a) unforeseen serious illness, serious injury, serious complication of pregnancy or death of the insured person or of a person who is very close to the insured person;
- b) pregnancy of the insured person, if the date of the event is after the 24th week of pregnancy or if the event would present a risk to the unborn child;
- c) severe damage to the property of the insured person at his place of residence by fire, natural disaster, theft or water damage, so making his presence at home indispensable;
- d) failure or delay – caused by a technical fault – of the means of public transport to be used to reach the event venue;
- e) vehicle failure (vehicle not roadworthy) as the result of an accident or breakdown (excl. fuel issues and lost keys) of the private vehicle or taxi during the direct journey to the event venue;
- f) self-isolation or quarantine ordered by a health authority in the case of epidemic illnesses if the insured is suspected of having been infected.

B If an insured person is unable to attend because of an insured occurrence, the other insured persons may claim benefits only if they are relatives or relatives-in-law of the person concerned.

C If an insured person suffers from a chronic illness without participation in the event being called into question by such illness at the time when the insurance is taken out, ERV shall pay the resulting insured costs if participation has to be cancelled because of an unforeseen serious acute deterioration of this condition or in the case of death as a consequence of the chronic illness.

4 Insured benefits

A The extent of entitlement to benefits is determined by the nature of the occurrence causing the cancellation of the participation in the event. Previous or subsequent occurrences are not taken into consideration.

B ERV shall reimburse the cancellation costs (excl. administrative fees or other costs) which are effectively incurred if the insured person is unable to take part in the booked event because of the insured occurrence.

5 Exclusions

Benefits are excluded:

- a) if the organiser cancels the event or would have been compelled to cancel the event for objective reasons;
- b) if the condition which gave rise to the cancellation was a complication or a consequence of an operation or medical treatment that was already planned at the time when the insurance began;
- c) if an illness or the consequences of an accident, an operation or medical treatment already existed at the time of booking and had not been resolved by the start of the event;
- d) in the case of cancellation pursuant to par. 3 A without a medical indication and if the doctor's certificate was issued more than 48 hours after the cancellation, or was issued after a telephone consultation;
- e) in the case of occurrences resulting from official orders;
- f) in the case of occurrences resulting from a pandemic. Exceptions to this are the insured falling ill himself and his own isolation/quarantine in the case of infection (par. 3 A f).

6 Obligations in case of claim

A Please contact the ERV Insurance Claims Department, P.O. Box, CH-4002 Basel, www.erv.ch/schaden, schaden@erv.ch, +41 58 275 27 27.

B The insured must take all steps before and after the claim which can help avert or mitigate the consequences and elucidate the circumstances of the loss.

C The insurer must also be furnished immediately with the following documents/information:

- the original event invoice,
- the original ticket,
- the documents or official statements substantiating the occurrence of the loss,
- the payment details (supply IBAN).

D **In case of cancellation due to illness or accident, a doctor must be consulted immediately; the doctor should be informed of the participation plans and his instructions followed. The insured person must release the doctors who have treated him from the duty of confidentiality towards the insurers.**

E In case of culpable violation of the duties in connection with a loss, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.

F The insurer's obligation to pay benefits is voided if untrue statements are intentionally made, facts are withheld or the required obligations are not met where this causes the insurer an disadvantage.

7 Claims on third parties

If the insured person has been compensated by a liable third party or by such party's insurer, benefits under this contract shall lapse. If a claim has been made to ERV instead of to the liable party, the insured person must assign his liability claims to ERV up to the amount of the expenses incurred.

8 Further provisions

A Claims lapse 5 years after the claim.

B The sole place of jurisdiction for the person entitled to make a claim is his Swiss domicile or the domicile of ERV, Basel.

C Benefits wrongfully obtained from ERV shall be refunded to ERV, together with all resulting disbursements, within 30 days.

D The provisions of the Insurance Policies Act IPA and Swiss law shall apply.

E ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

9 Glossary

E Epidemic

An epidemic is an infectious disease which occurs to an above-average extent, in terms of both place and time.

I Isolation/quarantine

Isolation or quarantine are measures intended to interrupt infection chains and thus contain the further spread of an infectious disease.

O Official order

Official orders are deemed to be any instruction or decree issued by a domestic or foreign official authority (detention, entry or exit bans, closure of borders and/or airspace, extensive generally imposed quarantine, e.g. upon arrival at the travel destination or return to the country of residence). They have a mandatory character.

P Pandemic

A pandemic is the transnational, global spread of an epidemic.