

# **Information for persons insured under collective insurance**

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# **Terms and Conditions of Insurance**

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**mydrive American Express® Gold**  
**mydrive World Mastercard® Standard**

(valid as of 1<sup>st</sup> January 2022)

## Information for persons insured under collective insurance

The following information for persons insured under collective insurance provides an overview of the identity of the *insurer* and the essential content of the insurance contract (Art. 3 Para. 3 of the Swiss Insurance Contract Act [“Bundesgesetz über den Versicherungsvertrag”] [hereinafter called: “VVG”]). The specific rights and obligations of the *insured persons* are derived from the Terms and Conditions of Insurance, any application forms or insurance confirmations, and from the applicable statutory provisions (ICA).

### 1. Contracting parties

Swisscard AECS GmbH, as *issuer* (hereinafter: “*issuer*”) of charge and credit *cards* (hereinafter called: “*card/s*”), has concluded a collective insurance policy with the below-specified *insurer* that grants the *insured persons* (see Fig. 2) entitlement to certain benefits for the *cards* specified in the insurance terms and conditions (see Fig. 3) relative to the *insurer*, but not relative to the *issuer*.

The *insurer* and consequently the bearer of risk for the below-specified cover is:

#### Allianz Assistance

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), with registered domicile at Richtiplatz 1 in CH-8304 Wallisellen – (hereinafter called: “Allianz Assistance” or “the *insurer*”).

The *insurer* may delegate tasks to service-provider third parties within the context of the rendering of its performances.

### 2. Insured persons

The *insured persons* are derived from the definition on page 3 of the Terms and Conditions of Insurance.

### 3. Insured risks, scope of insurance cover

The insured risks and the scope of insurance cover (including exclusions from insurance cover) as well as the individual insurance benefits are derived from the Terms and Conditions of Insurance, and particularly from the Table of Insurance Benefits (starting on page 5).

### 4. How is the premium calculated?

Premiums are owed to the *insurer* essentially on the by the *card issuer* as the Policyholder. In respect of the insurance policies included in the *cards*, the *card issuer* shall bear the insurance premium, unless otherwise agreed. If optional insurance benefits are offered for the *principal cardholder* that incur costs, then the premiums shall be expressly reported to the *principal cardholder* in advance within the context of admission to these insurance policies.

### 5. What are the duties and obligations of the insured persons?

The duties and obligations are listed in detail in the Terms and Conditions of Insurance as well as in the ICA.

The following are material duties of the *insured persons*, for example:

- If a damage event occurs, this must be reported to the *insurer* without undue delay.
- The *insured persons* must cooperate in the investigations of the *insurer*, e.g. in the event of a claim, and must submit all necessary documentation (obligation to cooperate).
- In case of a claim, reasonable steps to reduce and resolve the damage must be taken (duty to reduce damage).
- The *principal cardholder* is obliged to inform the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making *claims* for benefits, and also that the General Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or called up on the Internet under [www.swisscard.ch](http://www.swisscard.ch)

### 6. Duration of the insurance cover

The insurance cover shall normally be in force as long as the *card* relationship is effective. Special provisions on the term of insurance cover (depending on covered risk) can be found in the Terms and Conditions of Insurance.

### 7. Amending the scope of cover/ the Terms and Conditions of Insurance

The *insurer* and the *issuer* may amend the Terms and Conditions of Insurance (incl. insurance sums) in accordance with the provisions set out in the *GCI* (also see Fig. III *GC*/8).

### 8. Information on the processing of person-related data

The *insurer* processes data that result from the contract documentation or contract processing and use these data particularly for calculating the premium, for risk evaluation, for processing claims, for statistical analyses, and for marketing purposes. The data are collected, stored, and deleted personally or physically or electronically in accordance with legal regulations. The *insurer* can share data for processing to the necessary extent with third parties in Switzerland and abroad, in particular the *issuer*, with co-*issuers* and *reinsurers*, service providers as well as domestic and foreign companies belonging to the *insurer*. In addition, the *insurer* can obtain relevant information from official agencies and other third parties, particularly with regard to the claim event. The *insured person* has the right to demand from the *insurer* information provided for by law regarding the processing of data relating to the *insured person*.

## I. Structure of the Conditions / Introduction / Definitions

### I.) A Structure of the Conditions

The Terms and Conditions of Insurance are composed of the following sections:

- I. Structure of the Conditions / Introduction / Definitions
- II. Overview of the insurance benefits
- III. General Terms and Conditions of Insurance (*GCI*)
- IV. Special Conditions of Insurance (*SCI*)
- V. Claims table

A definitive list of insurance benefits covered supplementary to the General Terms and Conditions of Insurance and the Special Conditions of Insurance is provided in the Table of Benefits. In the event of inconsistencies, the Table of Benefits, shall have precedence.

The General Terms and Conditions of Insurance are always applied if no other regulation is provided in the Special Conditions of Insurance. In the event of inconsistencies, the Special Conditions of Insurance shall be applicable.

Finally, the claims table lists the forms of evidence to be submitted when an *insured event* occurs. In the event of inconsistencies, it has precedence over the General and Special Conditions of Insurance.

### I.) B Introduction

Swisscard AECS GmbH has concluded a collective insurance contract with the *insurer*, through which *cardholders* and other *insured persons* are entitled to claim certain benefits from **the insurer, although not from Swisscard AECS GmbH and/or third parties charged with processing the contractual relationship.**

The *principal cardholder* is obliged to inform the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making claims for benefits and also that the General Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or called up on the internet under **www.swisscard.ch**

**Insured events must be reported without delay and directly to the insurer as soon as the insured claim becomes known, as otherwise entitlement to benefits may be lost.**

### I.) C Definitions

For ease of readability, differentiated gender designations have been avoided.

**Meanings of terms used in the Terms and Conditions of Insurance:**

#### **Abroad**

All countries outside the national territory in which the *insured person* is normally domiciled.

#### **Accidents**

An *accident* is any sudden, involuntary, external event which results in physical injury to the *insured person*. An *accident* is also deemed to have occurred if heightened physical exertion to limbs or the spine causes a joint to be wrenched or strains or tears muscles, sinews, ligaments or capsules.

#### **Additional cardholder**

The person to whom the *issuer* issued an additional *card* at the request of the *principal cardholder*.

#### **Advances**

*Advance* for *claims* that are not covered by the insurance policy, and that the *insured person* must repay to the *insurer* within one month of the *advance* or return to the *state of residence*.

#### **Alternative means of transport**

*Alternative means of transport* with *public transport*, in order to travel from the originally booked starting point to the originally booked place of destination.

#### **Breakdown**

A *breakdown* means any sudden and unforeseen failure of the insured vehicle caused by an electrical or mechanical defect that makes it impossible to continue the journey, or that mean the continued 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. Theft, loss or damage of the vehicle key or filling the tank with the wrong fuel do not count as *breakdowns*.

#### **Card**

The charge and/or credit *card* issued by the *issuer*.

#### **Cardholder**

The holder of a *card*.

#### **Claims adjuster**

The *insurer* specified in the claims table.

#### **Close relatives**

Spouse, registered partner or life partner, children, parents, siblings, parents-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparents, grandchildren and children of registered partner or of life partner.

#### **Epidemic**

A contagious disease recognized as such by the World Health Organization (WHO) or an official government authority (e.g. Federal Office of Public Health (FOPH) or Federal Department of Foreign Affairs (FDFA)) in the *insured person's* country of residence or travel.

#### **GCI**

The General Terms and Conditions of Insurance applicable to all insurance benefits (Part III).

#### **Insured event**

The incident leading to a loss covered by the insurance.

#### **Insured person**

The *principal cardholder* or *additional cardholder* of a *card*, his spouse, registered partner or life partner who cohabits with him, his children and the children of his spouse, of his registered partner or life partner who are entitled to support, up to the age of 25, irrespective of their *place of residence*.

#### **Insured sum**

Level of the maximum financial benefits or compensation entitlement pursuant to the Table of Insurance Benefits.

#### **Insured trip**

A trip is a stay lasting more than one day at a place that is at least 30 km away from the normal *place of residence*, excluding journeys to work. Insurance cover is limited for trips *abroad* in respect of certain insurance benefits.

**Insurer**

For all insurance benefits:

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland).

**Issuer**

Swisscard AECS GmbH, the principle *issuer* of the *cards*, and third parties mandated to process *card* services.

**Minimum claim**

Claim sum from which insurance protection exists.

**Pandemic**

An *epidemic* recognized as a *pandemic* by the World Health Organization (WHO) or an official government agency (e.g. FOPH or FDFA) in the *insured person's* country of residence or travel.

**Personal baggage/personal luggage**

*Personal baggage/personal luggage* means the items brought or bought during the journey by the *insured person* for his personal use, that are normally carried on the person of the *insured person*.

**Place of residence or customary place of residence**

Place where the *insured person* mostly stays or stayed in a calendar year.

**Principal cardholder**

The person who submitted the application for the principal *card* with the *issuer* and who, at his/her own responsibility and cost, may apply for additional *cards*.

**Public transport**

The following officially licensed and scheduled *public transport* for which payment is required, on land, water or in the air: Railway, tram, underground train, elevated railway, omnibus, ship or aircraft licensed for civil aviation, as well as taxis and hire cars, i.e. motor vehicles rented for money.

The following are not considered *public transport* within the terms of these conditions:

- Rail vehicles in pleasure parks or similar facilities;
- Ski lifts;
- Buses and aircraft operating sightseeing trips/ flights (arriving and departing from the same place);
- Aircraft whose owner or lessee is the *cardholder*;
- Rented (chartered) aircraft (not aircraft providing scheduled flights);
- Spacecraft, aircraft operated by armed forces or aircraft for the operation of which special authorization is required;
- Other means of transport principally used as dwellings, e.g. cruise ships, motorized homes, caravans, house boats, etc.

**Quarantine**

Mandatory limitation of the freedom of movement (including ordered confinement) with the aim of preventing the spread of a contagious disease to which the *insured person* or a person traveling with him/her may have been exposed.

**SCI**

The Special Conditions of Insurance which are valid for specified insurance benefits (Part IV)

**Serious illness / serious accident**

Illnesses or accidents are considered serious if they result in a temporary or unlimited incapacity to work or an inability to travel.

**State of residence**

The country in which the *insured person* has his customary *place of residence*.

**Travel allowance**

Compensation sum for travel expenses in conjunction with the insured purpose or for insured benefits.

If you have any questions about the insurance benefits, we are happy to help you. Please contact our Service Centre  
(Service Centre opening hours: Monday to Friday 08:00 18:00)  
In the event of an emergency, our 24-hour emergency call center Allianz Assistance will help you. You can reach them at anytime and anywhere in the world.

## II. Table of Insurance Benefits

|        | Table of Insurance Benefits<br>Depending on the <i>insured event</i> and <i>insured person</i>   | Insured sums in CHF   |   | Geographic<br>Scope  |
|--------|--|---|---|--|
|        |  | mydrive<br>American Express<br>Gold                         | mydrive World<br>Mastercard<br>Standard |  |
| IV.) A | Transport Accident Insurance* (lump-sum insurance)<br>Occurring on <i>public transport</i> (air, rail, sea, bus, taxi, rental vehicle)   |   |   |  |
|        | Disability: (pro rata, depending on degree of disability)  | 700,000   | 400,000                                 | worldwide  |
|        | Death; adults and children over the age of 12  | 700,000   | 400,000                                 |  |
|        | Death; children up to the age of 12  | 20,000  | 20,000                                  |  |
|        | Death; children up to the age of 2.5   | 2,500   | 2,500                                   |  |
| IV.) B | Foreign travel medical expenses (indemnity insurance)<br>(for <i>insured persons</i> up to the age of 80)  |   |   |  |
|        | Cost of treatment, hospitalization   | 10,000  | x                                       | abroad   |
|        | Dental treatment   | 500   | x                                       |  |
|        | Travel expenses for single hospital visit  | 5,000   | x                                       |  |
| IV.) C | Cost of repatriation from <i>abroad</i> (indemnity insurance)  |   |   |  |
|        | Repatriation, child repatriation, travel expenses for accompanying <i>insured persons</i> in the case of the repatriation, accompaniment of children aged < 15 in an emergency | ✓   | x                                       | abroad   |
|        | Transport to hospital, transfer to another hospital, repatriation  | ✓   | x                                       |  |
|        | Repatriation of mortal remains or burial <i>abroad</i>   | 6,000   | x                                       |  |
| IV.) D | Cost of search, rescue and recovery operations (indemnity insurance)   |   |   |  |
|        | • Search, rescue and recovery operations<br>• Transport to nearest hospital  | 60,000  | 60,000                                  | worldwide  |
| IV.) E | Travel assistance (indemnity insurance)  |   |   |  |
|        | Cost of a replacement driver   | Rail 1st class/ Taxi 80/flight (business class) from 700 km | x                                       | worldwide  |
|        | Repatriation in the case of hospitalization or death of a <i>close relative</i>  | 2,000   | x                                       |  |
|        | Hotel stay (up to 5 days), when ordered by a physician after a period of hospitalization per night   | 150   | x                                       |  |
|        | Interpreters' fees   | ✓   | x                                       |  |
| IV.) F | Home assistance (indemnity insurance)  |   |   |  |
|        | <i>Advance</i> for rescue costs  | 10,000  | x                                       | State of<br><i>residence</i>   |
|        | Hotel costs (for 2 nights) if home of the <i>insured person</i> is uninhabitable – also valid for 7 days after return home from the <i>insured trip</i>                        | 150 in each case  | x                                       |  |
|        | Cost of a locksmith if keys are lost   |   |   |  |
| IV.) G | Vehicle assistance (indemnity insurance)   |   |   |  |
|        | <i>Breakdown</i> assistance, towing and vehicle recovery   | ✓   | x                                       | EU, EFTA,<br>Turkey<br>(European part),<br>Albania,<br>Montenegro,<br>and<br>Bosnia-Herzegovina incl.<br>Switzerland |
|        | Repair and towing, shipping of spare vehicle parts, vehicle repatriation or scrapping  | ✓   | x                                       |  |
|        | Balance for pickup of the vehicle  | 100   | x                                       |  |
|        | Storage of vehicle   | ✓   | x                                       |  |
|        | Hotel costs during the repair for up to 5 days; alternatively <i>travel expenses</i>   | 1,000<br>100  | x                                       |  |

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## II. Table of Insurance Benefits (continued)

|        | Table of Insurance Benefits<br>Depending on the <i>insured event</i> and <i>insured person</i>  | Insured sums in CHF                 |   | Geographic<br>Scope |
|--------|---|-------------------------------------|---|---------------------|
|        |   | mydrive<br>American Express<br>Gold | mydrive World<br>Mastercard<br>Standard |                     |
| IV.) H | Travel information & <i>advances</i> (service)  |                                     |   |                     |
|        | Organisation and arrangement (without reimbursement costs) of   |                                     |   | worldwide           |
|        | Destination information (vaccinations, weather, etc.)   | ✓                                   | x                                       |                     |
|        | • Physician, lawyer referrals, etc.<br>• Procurement of replacements for lost travel documents, incl. replacement tickets<br>• Passing on urgent messages | ✓                                   | x                                       |                     |
|        | Repatriation of accompanying dogs and cats in the case of the <i>insured person's</i> hospitalization   | ✓                                   | x                                       |                     |
|        | Search for lost luggage   | ✓                                   | x                                       |                     |
|        | Advances  |                                     |   | worldwide           |
|        | for physicians' /hospital expenses  | 15,000 in each case                 | x                                       |                     |
|        | for lawyers' and interpreters' expenses   |                                     |   |                     |
|        | for payment of bail bond  |                                     |   |                     |
|        | in the case of loss of cash or traveller's cheques  |                                     |   |                     |

\* These benefits are conditional upon the use of the *card*.

*Insurer:*

**Allianz  Assistance**

AWP P&C S.A., Saint-Ouen (Paris),  
Wallisellen Branch (Switzerland)  
Richtiplatz 1, 8304 Wallisellen,  
Phone: +41 44 283 38 39  
info.ch@allianz.com, www.allianz-travel.ch

### III. General Terms and Conditions of Insurance (GCI)

#### 1 When does insurance cover commence and when does it terminate?

- 1.1 Insurance cover commences when the *cardholder* received the *card* and is granted to *insured persons* if the *card* relationship between the *cardholder* and the *issuer* exists in accordance with the General Terms and Conditions of the *issuer*. When claims are made, the *insurer* shall enquire of the *issuer* if such an arrangement exists.
- 1.2 Insurance cover for certain benefits may be subject to time limits. Please note the details set out in the SCI. In cases where insurance cover is subject to time limits, the day of arrival and the day of departure are each regarded as a single day.
- 1.3 The insurance cover shall end in every case at the end of the *card* relationship in accordance with the General Terms and Conditions of the *issuer*. For events that have already occurred at that time, insurance benefits will still be provided even if the resulting loss occurs after termination of the insurance cover.

#### 2 In what circumstances will cover not apply, or only limited cover apply?

##### 2.1 Similar claims

With the exception of the death and disability benefit under Transport Accident Insurance or other lump-sum insurance, the following applies: If the *insured person* is entitled to claim from another insurance contract (voluntary or obligatory private or social insurance), the cover provided by the *insurer* shall be limited to the portion of the insurance benefits that exceed those of the other insurance contract. In overall terms, costs shall be reimbursed only once.

##### 2.2 Third-party benefits

If the *insurer* has provided benefits for a claim that was insured by another *insurer*, then these shall be treated as an *advance*. The *advance* shall be repaid by assigning the claims of the *insured person* against the other liable *insurer* to the *insurer*. The assignment shall be performed in place of the payment, and shall have the effect of discharging the obligations of the *insured person*.

##### 2.3 Exclusions

Apart from the limits and exclusions listed in the *SCI* without exception no insurance cover is granted for losses:

- 2.3.1 that are intentionally caused by the *insured person*;
- 2.3.2 that the *insured person* causes by or during the wilful exercise of an offence or crime, or the wilful attempt to exercise an offence or crime;
- 2.3.3 arising through acts of war or civil war, whether war is openly declared or not;  
Entitlement to benefits from Transport Accident Insurance exists, however, if the *insured person* is taken unaware by such acts of war or civil war while on a trip *abroad*.  
Entitlement to benefits is cancelled at the end of the 14th day after war or civil war commences in the national territory of the state in which the *insured person* is staying. This extension is not valid for trips to or through states in whose territory war or civil war already prevailed. It also does not apply to active participation in war or civil war.
- 2.3.4 by nuclear energy;

2.3.5 that are directly or indirectly caused or caused in part by incidents with atomic, biological or chemical substances;

2.3.6 as a result of natural disasters, terrorist attacks or civil unrest. Civil unrest is defined as a significant share of the population gathering in a manner that disturbs public peace and order and committing acts of violence against persons or property.

2.3.7 Also excluded are costs that would have been incurred if the *insured event* had not occurred.

##### 2.3.8 Embargo clause

The insurance cover shall lapse insofar and as soon as a payment by the *insurer* to the policyholder or the beneficiary is opposed by coercive measures applicable under the Federal Act on the Enforcement of International Sanctions (Embargo Act of 22.03.2002, SR 946.231).

Economic, trade or financial sanctions or embargoes imposed by the European Union or the United States of America are deemed equivalent to coercive measures under the Embargo Act, provided that European law is applicable in the individual case and no Swiss legal provision precludes such denial of benefits.

#### 3 What is the correct response to an insured incident or to an insured event? (obligations)

The *insurer* cannot issue a benefit declaration and consequently cannot provide benefits without the co-operation of the *insured person*.

The following obligations are imposed upon the *insured person* (in the event of the death of the *insured person*, the persons who are entitled to the lump sum payable at death are treated as equivalent to the *insured person*):

##### 3.1 General:

- 3.1.1 to endeavour to the best of his ability to avert and reduce the damage;
- 3.1.2 to inform the *insurer* without delay, comprehensively and truthfully, providing all details about any circumstance that may lead to benefits being owed by the *insurer*;
- 3.1.3 to submit to the *insurer* the documents listed in the claims table (part V) or to take steps to have these drawn up;
- 3.1.4 to permit the *insurer* to make reasonable enquiries to ascertain the cause and the scope of benefits payable;
- 3.1.5 to heed instructions issued by the *insurer*;
- 3.1.6 to authorize third parties (e.g. physicians, other *insurers*, insurance carriers and authorities) to give information required if necessary;
- 3.1.7 to inform the *insurer* about the existence of other insurance policies providing cover for an *insured event* and of any claims made on such policies and indemnities received and of any obligation to effect compensation resting on third parties;

##### 3.2 Depending on the insured benefit in question:

- 3.2.1 to consult a physician immediately after any *accident* that in all probability will lead to benefits being payable;
- 3.2.2 to follow the physician's instructions;
- 3.2.3 to submit to examinations by physicians acting on behalf of the *insurer*;



- 3.2.4 to report cases of accidental death within 48 hours even if the *accident* has already been reported;
- 3.2.5 to furnish the *insurer* with the right to have an autopsy performed by a physician appointed by the *insurer*, where appropriate and necessary for the settlement of a claim, after an *accident* for which death benefit is claimed;
- 3.2.6 to report losses caused by crimes, fire or explosions without delay to the police at the competent police station and receive an authenticated copy of the report;
- 3.2.7 to report losses of luggage to the local police nearest to the place where the loss of luggage occurred within 24 hours after the loss is determined and to inform the travel company or hotel that was holding the luggage immediately and to have this notification confirmed in writing;
- 3.2.8 to take all measures necessary and reasonable to recover lost or stolen objects and to identify, apprehend and prosecute in the courts the guilty party(ies).

#### **4 What are the consequences of non-observance of obligations?**

If a breach of the obligations occurs after an *insured event*, the *insured person* shall lose the entitlement to the insurance benefit and the *insurer* shall be entitled to curtail or reject benefits, unless he did not breach the obligation either wilfully or through gross negligence.

In cases of gross or wilful negligence, the *insured person* shall retain his entitlement to the insurance benefit provided the breach of the obligations has neither influenced the determination of the *insured event* nor the assessment of the benefits due.

#### **5 When does a claim for benefits expire?**

The statutory limitation period of five years applies to claims arising out of the insurance contract. The period starts when the *insured event* occurs.

#### **6 Which court is responsible?**

- 6.1 The place of jurisdiction for disputes brought by the *insured person* or the legitimate claimant in conjunction with these insurance terms and conditions may be chosen as follows:

- the registered domicile of the Swiss branch office of the *insurer*;
- with jurisdiction at the residence or domicile of the *insured person* and/or legitimate claimant under civil law in Switzerland.

- 6.2 The place of jurisdiction for claims brought by the *insurer* is the *place of residence* of the *insured person* pursuant to civil law.

- 6.3 Mandatory place of jurisdiction provisions remain reserved in all cases.

#### **7 How should the *insurer* be informed? What applies when a change of address occurs?**

- 7.1 All notifications or declarations intended for the *insurer* must be made in writing (e.g. letter, fax, e-mail). They must be sent to the contact address of the *insurer* specified on page 6.
- 7.2 If neither the *insurer* nor the *issuer* have been notified of a change of address, then it shall be sufficient on their part to send any declaration of intent by registered letter to the last address known to the *insurer*.

The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.

#### **8 What applies in the event of amendments of the insurance terms and conditions?**

Amendments of these terms and conditions and of the insurance sums may be agreed by the *insurer* and by the *issuer* (as the policyholder). These shall be reported to the *principal cardholder* in good time and in a suitable manner. They shall be deemed to have been approved by him, insofar as the *card* is not terminated before the amendment comes into force. No obligation to inform the *principal cardholder* shall exist in respect of amendments of the terms and conditions that do not have a detrimental effect on the insured parties.

#### **9 Which legal system is applicable?**

This contract is governed by Swiss law.

The provisions of the Swiss Insurance Contract Act [Bundesgesetz über den Versicherungsvertrag – (“VVG”)] remain reserved, insofar as its mandatory regulations have not been amended in these *GCI*.

#### **10 Ombudsman for private insurance and Suva**

The ombudsman for private insurance and Suva is available to *insured persons* as a neutral arbitrator. The ombudsman is only competent to advise and mediate and can therefore make no decision in litigation. This is reserved for the law courts.

#### **Contact address in German-speaking Switzerland (head office):**

P.O. Box 2646, CH-8022 Zurich  
Phone: +41 44 211 30 90, Fax: +41 44 212 52 20  
Email: help@versicherungsombudsman.ch

#### **Branch in French-speaking Switzerland:**

Chemin Des Trois-Rois 2  
Case postale 5843  
CH-1002 Lausanne  
Phone: +41 21 317 52 71, Fax: +41 21 317 52 70  
Email: help@ombudsman-assurance.ch

#### **Branch in Italian-speaking Switzerland:**

Via G. Pocobelli 8  
Casella postale  
CH-6903 Lugano  
Phone: +41 91 967 17 83, Fax: +41 91 966 72 52  
Email: help@ombudsman-assicurazione.ch

#### **11 How does the *insurer* handle personal data?**

The *insurer* shall be entitled to process essential data from third parties involved in cases (e.g. the *issuer*) as are necessary to administer the contract and process claims. The *insurer* shall also be authorised to procure all pertinent information necessary from such third parties and to inspect official files as required to administer the contract and to process claims. The *insurer* shall undertake to treat all such information confidentially. Data will be stored physically and/or electronically.



If required, data shall be passed on to third parties, namely to co-*insurers* or re*insurers* and to other involved *insurers*, to service providers, the *issuers* as well as the *insurers* in Switzerland and *abroad*. In addition, information may be passed on to other liable third parties and their liability *insurers* to assist in the enforcement of claims for recourse.

The *insurer* is authorised to inform third parties (specifically the responsible authorities, official agencies and the *issuer*), to whom insurance was confirmed of the suspension, alteration or cessation of the insurance, and of the refusal to pay a claim.

## IV. Special Conditions of Insurance (SCI)

### IV.) A Transport Accident Insurance

#### 1 What is insured and when does cover apply?

##### 1.1 Scope of the insurance cover

*Insured persons* shall be covered for *accidents* that occur while using *public transport* (incl. alighting and disembarking) in accordance with the following provisions, insofar as at least 50% of the cost of the utilised *public transport* was paid before the commencement of the journey with the *card*.

Insurance cover exists for the purpose of starting or ending a journey paid with the *card* as a passenger in *public transport* on a direct and uninterrupted route to and from an airport, seaport or railway station, irrespective of whether the use of this *public transport* was paid for with this *card*.

#### 2 What benefit types are provided?

##### 2.1 Disability benefits

###### 2.1.1 Conditions of eligibility for the benefit:

If, as the result of an *accident*, a probable irreversible disability (permanent impairment of physical or mental capacity) occurs within 5 years. If, as a result of injury sustained in the *accident*, the *insured person* dies within one year of the date of the *accident*, there shall be no entitlement to disability benefits. In such event, the death benefit described in Fig. A 2.2 shall apply.

###### 2.1.2 Nature and level of benefit:

Disability benefit shall be paid out as a capital sum. The benefit shall be calculated on the basis of the *insured sums* as indicated in the table of benefits and the degree of disability caused by the *accident*.

The following degrees of disability shall apply exclusively in the event of the loss or total functional impairment of the parts of the body or sensory organs indicated below:

|                                    |     |
|------------------------------------|-----|
| • Arm                              | 70% |
| • Arm to above the elbow joint     | 65% |
| • Arm to below the elbow joint     | 60% |
| • Hand                             | 55% |
| • Thumb                            | 20% |
| • Index finger                     | 10% |
| • Other finger                     | 5%  |
| • Leg                              |     |
| –above the middle of the upper leg | 70% |
| –to the middle of the upper leg    | 60% |
| –to below the knee                 | 50% |
| –to the middle of the lower leg    | 45% |
| • Foot                             | 40% |
| • Big toe                          | 5%  |
| • Other toes                       | 2%  |
| • Eye                              | 50% |
| • Hearing in one ear               | 30% |
| • Sense of smell                   | 10% |
| • Sense of taste                   | 5%  |

In the event of partial loss or partial impairment, the corresponding portion of the respective aforementioned percentage shall be applicable. For any other

parts of the body or sensory organs, the degree of disability shall be measured by the extent of overall impairment to normal physical or mental functioning. Such calculation shall be based solely on medical factors; no account shall be taken of the *insured person's* earning capacity (occupation or business activity) or any actual reduction in income.

If physical or sensory organs or their functions were already wholly or partially lost or impaired, or if they were already incapable of movement or function before the *accident*, then when determining the degree of disability (and not when calculating the disability capital) the already existing degree of disability determined in accordance with the above principles shall be deducted.

If the *accident* results in the impairment of several physical or sensory functions, the degrees of disability calculated in accordance with the foregoing provisions shall be added together. More than 100 percent is not considered, however.

The degree of disability shall initially be assessed on the basis of any condition of the *insured person* deemed likely to be permanent, but within five years of the *accident* at the latest.

If the death of the *insured person* occurs within one year of the *accident* for a reason unrelated to the *accident*, or more than one year of the *accident* irrespective of the cause, and if an entitlement to disability benefit that had been established, the *insurer* shall provide the benefit in accordance with the degree of disability that would have been expected on the basis of the medical diagnosis.

###### 2.1.3 Rendering the disability benefit

- The *insurer* shall assume payment of the medical fees incurred by the *insured person* on which basis a claim is made only if the *insurer* has requested the medical examination.
- Once it is established in principle that disability benefits are payable, the *insurer* shall at the request of the *insured person* make reasonable *advances*.
- Both the *insured person* and the *insurer* shall be entitled to have the degree of disability determined by a physician annually, however, not later than five years after the *accident*.
- This entitlement must be exercised by the *insurer* together with his declaration of his obligation to provide the benefit, and by the *insured person* at the latest three months before the expiry of the deadline.
- Disability benefits shall be paid out as soon as the degree of permanent disability has definitively been medically determined, at the latest 5 ½ years after the day on which the *accident* occurred.
- If the *insurer* recognises the claim or comes to an agreement with the *insured person* about the basis for payments and the amount to be paid, benefits shall be paid within two weeks if this is permitted by the local regulations of the country of residence.
- This obligation is regarded as having been fulfilled on the date the *insurer* transfers the sum involved.
- If official enquiries or criminal proceedings have been initiated against the *insured person* in connection with an *insured event*, the *insurer* can postpone

payment until a final decision is made in these proceedings.

- The statutory limitation period (Section 5 *GCI*) shall be suspended from the opening of the official or criminal investigation until its final and binding conclusion.
- The *insurer* shall pay benefits directly to the *insured person* or, in case of death, to the heirs.

## **2.2 Death benefits**

If the *insured person* dies within one year as a result of the *accident*, the *insured sum* shown in the table of benefits shall be paid.

## **2.3 Cumulated maximum compensation**

If several *insured persons* are injured or killed by one and the same *accident* incident, then in the case of disability benefits pursuant to Fig. A 2.1 the cumulated maximum compensation of CHF 24,000,000 and in the case of death benefits pursuant to Fig. A 2.2 of CHF 12,000,000 as the collective maximum insurance sum for all *cards* issued by the *issuer*.

The insurance sums agreed for the individual persons shall be reduced to the same extent, i.e. the insurance sum to be paid out per *insured person* shall be multiplied by the factor resulting from the division of the aforementioned cumulated total compensation by the total insurance sum of all persons who suffered the *accident*.

## **2.4 What is the effect of illness or infirmity?**

The *insurer* shall pay out benefits only in respect of the consequences of an *accident*. If any illness or infirmity has contributed to the injury caused by the *accident* or the effects thereof, the benefits payable shall be reduced in proportion to the contributing factor of such illness or infirmity. However, no deduction shall be made where the contributing factor is less than 25 per cent.

## **3 In what circumstances will cover not apply?**

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:

- 3.1. *accidents* suffered by the *insured person* as a result of mental disorders or impairment of consciousness (including disorders or impairments caused by ingesting drugs, medicines or alcohol) and by strokes, epileptic fits or other types of fit or convulsion seizing the *insured person's* whole body.  
However, insurance cover shall apply:
  - to disorders or fits caused by an *accident* covered by this policy;
  - to *accidents* caused by impairment of consciousness due to drunkenness; but where the *accident* occurred behind the steering wheel of a motor vehicle, cover shall only apply if the blood/alcohol concentration at the time of the *accident* was below the alcohol level defined as legal in the jurisdiction in which the *accident* occurred.
- 3.2. *Accidents* suffered by the *insured person*:
  - as the pilot of an aircraft (including sports aircraft), for which a pilot's license is required under Swiss law, or as any other crew member of an aircraft;
  - while using spacecraft;
  - as the driver or crew member of a means of *public transport*.
- 3.3. Injuries or health impairment caused to/by:
  - Vertebral discs as well as bleeding from internal organs and cerebral haemorrhaging; however,

insurance cover shall continue to apply if an *accident* event covered under this Transport Accident Insurance, as defined in Fig. A 1.1, is the predominant cause.

- Ionising radiation;
- Infections; these are excluded even if they were caused by insect stings or bites or by other minor skin or mucous membrane injuries, through which pathogens passed into the body immediately or subsequently. The following are excluded: Rabies and tetanus as well as infections where the pathogen passes into the body through *accident* injuries.

3.4. Poisoning caused by the oral consumption of solid or liquid substances.

3.5. Pathological disorders resulting from psychological reactions, even if these were caused by an *accident*.

3.6. Abdominal or lower abdominal ruptures; however, cover shall continue to apply where these are caused by a violent act and external influence falling within the scope of this Transport Accident Insurance.

## **IV.) B Foreign travel medical expenses**

### **1 What is covered when and where?**

Insurance cover is provided for unforeseen costs that the *insured person* incurs as a consequence of an acute illness (including the diagnosis of an *epidemic* or a *pandemic* disease) or *accident* that occurs during an *insured trip abroad*.

### **2 What preconditions apply if benefits are provided?**

The provision of assistance services and the reimbursement of the associated financial outlay are subject to the *insured person* or a person appointed by him having contacted the *insurer* as soon as the *insured event* occurred, or as soon as they were physically able to do so, in order to coordinate the next steps and approve any costs in advance.

### **3 What benefits and services are available?**

The *insurer* provides the benefits as a supplementary insurance to the statutory social insurances in Switzerland (health insurance, accident insurance, etc.) and to any supplementary insurances for emergency hospitalization and emergency outpatient treatment costs that these do not fully cover.

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

#### **3.1 Cost of medical treatment**

Medical expenses in connection with treatments conducted by a recognized medical professional which serve to treat or alleviate an acute illness or serious injury on an emergency basis, and expenses incurred for pain-relieving dental treatment are reimbursed.

#### **3.2 Hospitalisation**

In the event of hospitalisation: Guaranteed assumption of hospital costs.

#### **3.3 Single patient visit**

Organisation of trip by a close relative of the *insured person* to the hospital where the *insured person* is staying and back, as well as assumption of the driving or flight costs for this person to the hospital and back, provided the *insured person* is hospitalised for a period of more than seven days. The cost of accommodation (mid-priced hotel) and sustenance (excluding

alcoholic drinks) shall be covered for up to 10 nights. This benefit is payable once only per *insured event* up to the *insured sum*, even if the *insured person* is admitted to a hospital on several occasions.

### 3.4 Benefit limitation and benefit exclusion

If there is no Swiss health and/or accident insurance coverage, the *insurer* will reimburse 50% of the difference between the documented total costs of hospitalization and outpatient treatment and the cost coverage by the mandatory part of a Swiss health and/or accident insurance coverage (up to a maximum of the sum insured). Benefits will only be provided if the costs are incurred as a result of illness and accident. Further benefits will not be provided in such a case.

## 4 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:

- 4.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
  - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;
  - for a condition for which the *insured person* has been referred to a specialist;
  - for a condition for which the *insured person* has received inpatient treatment within six months of embarking on the journey;
  - for a condition for which a physician has delivered a prognosis of “incurable” and/or “chronic”;
- 4.2 for all psychological illnesses as well as fear of flying or other travel phobias;
- 4.3 for pregnancy during the final 8 weeks before the estimated date of birth;
- 4.4 for persons who have reached the age of 80;
- 4.5 for **loss and/or damage caused by gross negligence on the part of the *insured person***, or if the *insured person* has attempted to mislead the *insurer* deliberately;
- 4.6 in the event of *epidemic* or *pandemic* diseases occurring during a trip undertaken against advice issued in connection with an *epidemic/pandemic* by the government of the *insured person's* home country or by the local authorities at the travel destination;
- 4.7 for loss and/or damage that occurs during the *insured person's* activity as a professional, contracted or licensed sportsperson;
- 4.8 for loss and/or damage that occurs while the *insured person* is engaged in an extreme sport. Extreme sport means sports that the *insured person* undertakes as a wager within the meaning of the Swiss Accident Prevention Act [Bundesgesetz über die Unfallversicherung (“UVG”)], i.e. performs acts that expose the *insured person* to a particularly large risk, without taking or being able to take safety precautions that limit the risk to a reasonable level. Extreme sport within the meaning of these *GCI* also includes skiing and snowboarding trips outside regular pistes without a professional guide (mountain guide, skiing instructor);
- 4.9 for loss and/or damage that occurs during the *insured person's* activity as or preparation for:
  - racing (where high speed, stamina and skill are called for);
  - stress tests;
  - any kind of organized competition;

- 4.10 in the case of suicide, mental illness, self-mutilation, alcohol, drug or solvent abuse of the *insured person*, or cases in which the *insured person* is under the influence of alcohol or drugs, for phobias;
- 4.11 for costs incurred for medical resources (e.g. inserts, spectacles, sanitary items, radiation machines, thermometers, etc.), medical notes, expert opinions, prophylactic vaccines, and cosmetic surgery;
- 4.12 for treatment or hospitalization required due to a lingering illness, need for nursing care or secure accommodation;
- 4.13 for treatments at a health spa and sanatorium, and rehabilitation programmes;
- 4.14 for outpatient medical treatment in a spa or spa town; the restriction is not applicable if the medical treatment is necessary on account of an *accident* suffered at this location; in the case of illnesses, it is not applicable if the *insured person* was visiting the spa or spa town only briefly and not for spa purposes;
- 4.15 for detoxification measures, including withdrawal measures;
- 4.16 for pregnancy checks and treatment during pregnancy, childbirth, and abortions, insofar as the aforementioned were not necessary as a result of a sudden and acute deterioration in the health of the mother or the unborn child;
- 4.17 for treatments by spouses, registered partners or life partners, parents or children; documented material expenses shall be reimbursed;
- 4.18 for psychoanalytic and psychotherapeutic treatments;
- 4.19 for expenses incurred through treatments that are not generally recognized either in the country of residence or at the location;
- 4.20 for curative treatment or other health programs which go beyond what is medically necessary. In this case, the *insurer* may reduce its benefits as appropriate;
- 4.21 for the costs of a rescue operation at sea or an emergency transfer from ship to shore;
- 4.22 for the costs of any excess or deductibles in relation to statutory social insurance schemes (health insurance, accident insurance etc.) and any supplementary insurance.

## IV.) C Repatriation from abroad

### 1 What is covered when and where?

Insurance cover is provided for the organisation and expense of the below-listed repatriation services, if the *insured person* unexpectedly falls ill (including the diagnosis of an *epidemic* or a *pandemic* disease), suffers an *accident* or dies during an *insured trip abroad*.

### 2 What preconditions apply if benefits are provided?

The provision of assistance services and the reimbursement of the associated financial outlay are subject to the *insured person* or a person appointed by him having contacted the *insurer* as soon as the *insured event* occurred, or as soon as they were physically able to do so, in order to coordinate the next steps and prove any costs in advance.

### 3 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

#### 3.1 Repatriation with ambulance/aircraft

Organization of and payment for medically essential repatriations of the *insured person* by ambulance or aircraft, as ordered by a physician. The senior medical officer of the *insurer* together with the physician in charge shall decide on the necessity of the transfer and whether the *insured person* needs to be transported by road or air.

In the case of an *accident* or illness in a non-European country or in neighbouring Mediterranean states outside Europe, the insurance will only pay for the cost of a scheduled flight home for the repatriation, albeit with any special medical equipment, should this be necessary.

#### 3.2 Repatriation using normal means of transport

Organisation and payment for the repatriation of the *insured person* after medical treatment, provided that the senior medical office of the *insurer* deems that the *insured person* is fit to travel and that the *insured person* is unable to travel home via the original means of travel because the original date of travel has elapsed and from a medical point of view he/she was not able to travel at that time.

#### 3.3 Repatriation of children

Organisation and payment for the outward and return journey of a close relative of the *insured person* domiciled in the country of residence of the *insured person*, for the purpose of accompanying home an insured child up to the age of 15, if the child is *abroad* alone and the *insured person* is physically unable to look after the child. If the *insured person* is unable to nominate someone, the *insurer* shall appoint a suitable person.

#### 3.4 Relocation to another hospital

Transfer of the *insured person* to the nearest appropriately equipped hospital if the senior medical officer of the *insurer* is of the opinion that the standard of medical equipment at the local hospital is inadequate.

#### 3.5 Repatriation to a hospital at the place of residence

Repatriation of the *insured person* from *abroad* to the nearest suitable hospital to the usual *place of residence* of the *insured person*, insofar as the senior medical officer of the *insurer* deems this to be necessary.

#### 3.6 Insurance benefits in the event of death

##### 3.6.1 Repatriation of the mortal remains

Transport, organisation and assumption of the cost of the standard repatriation of the mortal remains of the *insured person* to the country of residence or cremation and subsequent transport of the urn to the country of residence.

##### 3.6.2 Burial abroad

Insofar as possible, organisation and assumption of the cost of burial *abroad*, insofar as the *insured person* dies during an *insured trip*.

### 4 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:

- 4.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
  - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;
  - for a condition for which the *insured person* has been referred to a specialist;
  - for a condition for which the *insured person* has received inpatient treatment within six months of embarking on the journey;
  - a condition for which a physician has delivered a prognosis of “incurable” and/or “chronic”;
- 4.2 for all psychological illnesses as well as fear of flying or other travel phobias;
- 4.3 for pregnancy during the final 8 weeks before the estimated date of birth;
- 4.4 for **loss and/or damage caused by gross negligence on the part of the *insured person***, or if the *insured person* has attempted to mislead the *insurer* deliberately;
- 4.5 in the event of *epidemic* or *pandemic* diseases occurring during a trip undertaken against advice issued in connection with an *epidemic/pandemic* by the government of the *insured person's* home country or by the local authorities at the travel destination;
- 4.6 for loss and/or damage that occurs during the *insured person's* activity as a professional, contracted or licensed sportsperson;
- 4.7 for loss and/or damage that occurs while the *insured person* is engaged in an extreme sport. Extreme sport means sports that the *insured person* undertakes as a wager within the meaning of the Swiss Accident Prevention Act [Bundesgesetz über die Unfallversicherung (“UVG”)], i.e. performs acts that expose the *insured person* to a particularly large risk, without taking or being able to take safety precautions that limit the risk to a reasonable level. Extreme sport within the meaning of these *GCI* also includes skiing and snowboarding trips outside regular pistes without a professional guide (mountain guide, skiing instructor);
- 4.8 for loss and/or damage that occurs during the *insured person's* activity as or preparation for:
  - racing (where high speed, stamina and skill are called for);
  - stress tests;
  - any kind of organized competition;
- 4.9 in the case of suicide, mental illness, self-mutilation, alcohol, drug or solvent abuse of the *insured person*, or cases in which the *insured person* is under the influence of alcohol or drugs, for phobias;
- 4.10 for pregnancy checks and treatment during pregnancy, childbirth, and abortions, insofar as the aforementioned were not necessary as a result of a sudden and acute deterioration in the health of the mother or the unborn child;
- 4.11 for the costs of a rescue operation at sea or an emergency transfer from ship to shore.

## IV.) D Cost of search, rescue and recovery operations

### 1 What is covered when and where?

Insurance cover is provided for the cost of unforeseen search, rescue and recovery measures that the *insured person* incurs on account of an illness or *accident* or in the event of death during an *insured trip*.



- 2 What benefits and services are available?**  
Assumption of the costs incurred by the *insured person*, up to the limit specified in the table of insurance benefits, for:
- 2.1 Search, rescue and recovery operations (even if an *accident* is only presumed to have happened) carried out by public or private search and rescue services insofar as the latter generally charge for their services.
  - 2.2 Transport of patient to the nearest appropriate hospital for the treatment in question and, if medically prescribed, also back to the accommodation.
- 3 In what circumstances will cover not apply? (exclusions)**  
In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:
- 3.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
    - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;
    - for a condition for which the *insured person* has been referred to a specialist;
    - for a condition for which the *insured person* has received inpatient treatment within six months of embarking on the journey;
    - for a condition for which a physician has delivered a prognosis of “incurable” and/or “chronic”;
  - 3.2 for all psychological illnesses as well as fear of flying or other travel phobias;
  - 3.3 for pregnancy during the final 8 weeks before the estimated date of birth;
  - 3.4 *accidents* suffered by the *insured person* as a result of mental disorders or impairment of consciousness (including disorders or impairments caused by ingesting drugs, medicines or alcohol), although excluding strokes, epileptic fits or other types of fit or convulsion affecting the *insured person's* whole body;
  - 3.5 *Accidents* suffered by the insured person:
    - as the pilot of an aircraft (including sports aircraft), for which a pilot's license is required under Swiss law, or as any other crew member of an aircraft; when exercising a professional activity that involves an aircraft;
    - while using spacecraft;
    - as the driver or crew member of a means of *public transport*.
  - 3.6 in the event of poisoning caused by the oral consumption of solid or liquid substances;
  - 3.7 for the costs of a rescue operation at sea or an emergency transfer from ship to shore.

#### IV.) E Travel assistance

- 1 What is covered when and where?**  
Insurance cover is provided for the organisation (with the exception of *SC/E*. Travel Assistance, Section 3.1) and cost of the below-listed travel assistance services, if the *insured person* requires assistance on account of the occurrence of an acute illness (including the diagnosis of an *epidemic* or a *pandemic* disease) or an *accident* during or in conjunction with an *insured trip*.

- 2 What preconditions apply if benefits are provided?**  
The provision of assistance services and the reimbursement of the associated financial outlay are subject to the *insured person* or a person appointed by him having contacted the *insurer* as soon as the *insured event* occurred, or as soon as they were physically able to do so, in order to coordinate the next steps and prove any costs in advance.
- 3 What benefits and services are available?**  
The following benefits shall be rendered up to the limit specified in the table of insurance benefits:
- 3.1 Assumption of costs for a substitute driver**  
Payment for the outward journey of a replacement driver in cases where the *insured person* is the driver of a passenger vehicle, minibuss, small transporter or mobile home or motorbike with an engine bigger than 125 cm<sup>3</sup> as well as associated trailers *abroad* or 30 km from the normal *place of residence* and, due to hospitalization lasting more than three days or death, is no longer able to drive the vehicle home himself and no other travel companion is in a position to do so either. The *insured person* must bear the cost of any motorway toll charges, as well as the cost of all fuel and lubricants.
- 3.2 Curtailment of journey**  
Arrangement of and payment for the cost of the home journey of the *insured person*, to visit a close relative, up to the amount stated in the table of insurance benefits if a journey has to be curtailed due to the death or hospitalisation of a close relative lasting more than ten days.
- 3.3 Hotel stay ordered by a physician**  
Payment of additional costs incurred in connection with a stay at a hotel ordered by a physician following a period of hospitalisation, up to the amount stated in the table of insurance benefits per night and per *insured person*, but not exceeding five nights.
- 3.4 Interpretation fees**  
Interpretation fees that become necessary in this conjunction shall be covered by the *insurer*.
- 4 In what circumstances will cover not apply? (exclusions)**  
In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:
- 4.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
    - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;
    - for a condition for which the *insured person* has been referred to a specialist;
    - for a condition for which the *insured person* has received inpatient treatment within six months of embarking on the journey;
    - for a condition for which a physician has delivered a prognosis of “incurable” and/or “chronic”;
  - 4.2 for all psychological illnesses as well as fear of flying or other travel phobias;
  - 4.3 for pregnancy during the final 8 weeks before the estimated date of birth;

- 4.4 for **loss and/or damage caused by gross negligence on the part of the insured person**, or if the *insured person* has attempted to deceive the *insurer*;
- 4.5 in the event of *epidemic* or *pandemic* diseases occurring during a trip undertaken against advice issued in connection with an *epidemic/pandemic* by the government of the *insured person's* home country or by the local authorities at the travel destination;
- 4.6 for loss and/or damage that occurs during the *insured person's* activity as a professional, contracted or licensed sportsperson;
- 4.7 for loss and/or damage that occurs while the *insured person* is engaged in an extreme sport. Extreme sport means sports that the *insured person* undertakes as a wager within the meaning of the Swiss Accident Prevention Act [Bundesgesetz über die Unfallversicherung ("UVG")], i.e. performs acts that expose the *insured person* to a particularly large risk, without taking or being able to take safety precautions that limit the risk to a reasonable level. Extreme sport within the meaning of these *GCI* also includes skiing and snowboarding trips outside regular pistes without a professional guide (mountain guide, skiing instructor);
- 4.8 for loss and/or damage that occurs during the *insured person's* activity as or preparation for:
  - racing (where high speed, stamina and skill are called for);
  - stress tests;
  - any kind of organized competition;
- 4.9 in the case of suicide, mental illness, self-mutilation, alcohol, drug or solvent abuse of the *insured person*, or cases in which the *insured person* is under the influence of alcohol or drugs, for phobias;
- 4.10 for the costs of a rescue operation at sea or an emergency transfer from ship to shore.

#### IV.) F Home assistance

##### 1 What is covered when and where?

Insurance benefits are provided for costs and services in the event of a sudden and unforeseeable emergency at the residential property of the *insured person* during an *insured trip* of the *insured person* or within 7 days of the return of the *insured person*, in order:

- to safeguard the security of the home of the *insured person* and to prevent damage or further damage to the home;
- to restore the principal utilities (mains water, gas or electricity supply, drains and waste water pipes including sanitary facilities and hot water supply) in the home of the *insured person*;
- to repair the central heating in the home of the *insured person* (only in case of danger of freezing pipes).

##### 2 What benefits and services are available?

The *insurer* shall upon request by the *insured person* render the following services and insurance benefits in the case of an *insured event* up to the level specified in the table of insurance:

##### 2.1 Arrangement of repair services

Arranging repair services for the emergency repair of the following installations or following parts of the home:

- sanitary and sewerage system, if there is a likelihood of flooding;
- gas or electricity supply to the home in the event of complete failure;
- roof, if there is a likelihood of interior damage;
- exterior locks, doors or windows upon which the security of the home depends;
- central heating system, in the event of a water or oil leak.

##### 2.2 Advance for rescue costs

Upon the instruction of the *insured person*, the *insurer* shall take the necessary steps to protect and preserve the property of the *insured person*, and for this purpose shall make *advance* payments for rescue costs.

##### 2.3 Hotel costs if the home is uninhabitable

The *insurer* shall also assume hotel costs for up to 2 days in the event that the home of the *insured person* has become uninhabitable as a consequence of serious damage.

##### 2.4 House keys

If the house key of the *insured person* is lost or stolen, the *insurer* shall assume the cost of a locksmith.

#### 3 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:

- 3.1 for **loss and/or damage caused by gross negligence on the part of the insured person**, or if the *insured person* has attempted to deceive the *insurer*;
- 3.2 in the event of a blockage of the sanitary equipment that is not caused by a fracture, or in the event of sudden mechanical failure caused by a separately ascertainable *insured event*;
- 3.3 in the event of the failure of central heating, if no unreasonable inconvenience is caused to the *insured person* by the outside temperature or there is no risk of frost damage to the home;
- 3.4 in the event of *insured events* caused by leakage from water hoses or washing appliances;
- 3.5 in the event of flooding caused by leaks or damaged seals caused by gradual seepage;
- 3.6 for claims brought in conjunction with digesters;
- 3.7 for the removal of sedimentation and all work made necessary by deposits from water containing chalk;
- 3.8 for losses that are incurred by emergency access to or repair of the building;
- 3.9 for damage to household contents;
- 3.10 for claims involving the reconnection of supplies, where the fault occurs outside the home;
- 3.11 in the event of subsidence, landslide or movements, except to protect the home against water penetration or against intruders;
- 3.12 for subsequent claims arising out of the same cause or the same event, where the original fault was not properly repaired;
- 3.13 for all costs incurred without the prior approval of the *insurer*.

#### IV.) G Vehicle assistance

##### 1 What is covered when and where?

##### 1.1 Insured persons

Notwithstanding Fig. I.) B., *insured persons* with regard to vehicle-related benefits are only the *cardholders*, solely and exclusively.



## 1.2 Insured vehicles

The insurance covers

- private cars, minibuses and small commercial vehicles,
- mobile homes,
- motorbikes with engines in excess of 125 cm<sup>3</sup> driven by the *insured person*, including trailers and any luggage and goods being carried.

Insurance cover is contingent upon:

- the insured vehicle being registered in a European country (excluding Turkey and Russia);
- the vehicle type and equipment of the insured vehicle being designed and registered to carry no more than nine persons, including the driver;
- the insured vehicle not being used for commercial purposes;
- the *insured person* having possessed the necessary driving licence when the *insured event* occurred;
- the *insured event* occurring in Switzerland, EU, EFTA, Turkey (European part), Albania, Montenegro or Bosnia-Herzegovina, but at least 30 km away from the customary *place of residence* of the *insured person*.

## 1.3 Insured events

The insurance covers *breakdowns*, *accidents* (a sudden, unexpected, violent and involuntary external event) or theft of the insured vehicle.

## 2 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

### 2.1 Recovery

The *insurer* shall organise and pay for the cost of recovering an insured vehicle that has left the road.

### 2.2 Cost of towing and emergency repairs

If the insured vehicle is unable to embark upon or continue its journey immediately, the assistance service provider shall organise and pay for the cost of:

- restoring the roadworthiness of the vehicle at the location of the event by means of a *breakdown* assistance vehicle (including the small spare parts usually carried by the *breakdown* assistance vehicle); the cost of spare parts that are not usually carried and for workshop repairs shall not be paid;
- towing costs from the site of the *breakdown/accident* to the nearest workshop, if the vehicle cannot be repaired in situ.

### 2.3 Shipment of spare parts

If the insured vehicle is no longer roadworthy due to a *breakdown* or *accident*, and if the spare parts required to repair the vehicle are not available locally, the *insurer* may organise and pay for the shipment of these parts.

The cost of spare parts and customs duty will be indemnified in the form of an *advance*.

### 2.4 Return transport of a vehicle

The insurance covers an insured vehicle that:

- is not roadworthy and cannot be repaired locally; and
- is not roadworthy for more than two days; or
- is recovered in an unroadworthy state after a theft, and is not roadworthy for more than two days.

Insurance cover is provided for the organisation and payment of:

- returning the insured vehicle from the *breakdown/accident* site to a garage of the *insured*

*person's* choice in his *place of residence*; or alternatively

- moving the vehicle to a different location, provided that the cost does not exceed that of a return transport and the vehicle can be repaired at the different location;
- the necessary parking prior to the return or onward transportation.

Criteria for the return of the insured vehicle are that the *insured person* has provided the *insurer* with written authority to return the vehicle and has provided all necessary documents for the return transport.

The return transport shall not be performed if the transport costs are higher than the market value of the insured vehicle following the *insured event*. In this case, however, the *insurer* shall help organise and pay for the vehicle to be scrapped.

## 2.5 Vehicle collection

Following the successful repair or discovery of the stolen insured vehicle, the *insured person* or the appointed representative shall receive a travel allowance to enable them to recover the vehicle.

## 2.6 Hotel costs during the repair

If the *insured person* has to interrupt a journey because of repairs to an unroadworthy vehicle, the *insurer* shall pay for the necessary hotel costs incurred by the *insured person*, provided the repair cannot be performed on the day the vehicle became unroadworthy. This benefit is restricted to five nights per *insured person*.

## 2.7 Continuation of the journey or return home

If the *insured person* is unable to continue a journey within 2 days of the insured vehicle becoming unroadworthy or being stolen, and if the *insured person* elects not to take advantage of the aforementioned hotel cost benefit, the cost of the journey (rail 1st class and taxi up to CHF 80) or flight (economy class), insofar as the destination is located more than 700 km away from the principal *place of residence* of the *insured person*, shall be reimbursed for:

- the further journey to the destination in Switzerland, EU, EFTA or state bordering the Mediterranean; and/or
- the return journey to the *place of residence* in the country of residence.

The travel voucher that the *insured person* may alternatively choose is worth CHF 100.

## 3 In what circumstances will cover not apply? (exclusions)

In addition to the exclusion pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:

- **Loss/damage caused by gross negligence on the part of the *insured person***, or where the *insured person* has deliberately attempted to deceive the *insurer*;
- loss and/or damage that occurs during the *insured person's* activity as or preparation for: racing (where high speed, stamina and skill are called for);
- any kind of organized competition;
- loss and/or damage resulting from failure of the *insured person* to observe the maintenance and operating instructions supplied with the insured vehicle;
- Rental and carsharing vehicles.

## IV.) H Travel information & *advances*

### 1 Which benefits are provided when and where?

The following services shall be rendered at the request of the *insured person* in conjunction with a trip:

### 2 Organisation and agency services

#### 2.1 Travel advice:

- Information on current visa and entry requirements for all countries around the world. If the *insured person* holds a passport from a country other than Switzerland or Liechtenstein, the *insurer* may possibly be obliged to refer the *insured person* to the embassy or the consulate of the respective country.
- Information on current vaccination requirements for all countries prior to commencing any trip and information on current World Health Organisation warnings.
- Information about the probably climatic conditions in the holiday destination, information about time zones and time differences and information about the opening hours of the most important banks in the holiday destination, including and information and details concerning the acceptance of various currencies and specification of the principal currency of the holiday destination.

#### 2.2 Medical information and referral services

If the *insured person* suffers an *accident* during a trip, or in the event of an illness that makes immediate inpatient or outpatient treatment by a licensed physician necessary, and if this cannot be delayed until the after the *insured person* has returned to his home country, the following services shall be rendered:

- Information on options for outpatient treatment, referrals to English or German-speaking physicians, or a physician plus interpreter over the telephone if no English or German-speaking physician is available;
- Referral of hospitals and physician contact details;
- Insofar as the law permits, arranging for any physician's prescriptions which have been mislaid or forgotten to be sent by a pharmacist in the *insured person's* country of residence to a local pharmacist.

#### 2.3 Forwarding of urgent messages

In an emergency, the *insurer* shall pass on any urgent messages from or to the *insured person* to or from *close relatives*, business partners and/or friends in the country of origin.

#### 2.4 Repatriation of accompanying dogs and cats

The *insurer* shall provide assistance for the repatriation of accompanying cats and dogs if the *insured person* is hospitalised.

#### 2.5 Assistance with luggage

The *insurer* shall assist in locating lost luggage and provide the *insured person* with regular updates on the current situation.

### 3 Provision of *advances*

#### 3.1 Medical emergency

*Advances* payable in the event of medical emergencies.

#### 3.2 Prosecution/dealings with public authorities

If the *insured person* is arrested or threatened with arrest while travelling, or is required to deal with any public authority, the following services shall be provided:

- Procurement of a lawyer and/or interpreter;
- *Advance* in respect of any legal fees and interpreter's fees payable in the circumstances described above;
- *Advance* in respect of any bail bond or other security required by the authorities.

#### 3.3 Loss of means of payment and travel documents

If the *insured person* is robbed while travelling or loses his cash, his *card* or his travel documents, the following benefits shall be provided:

##### 3.3.1 Loss of means of payment

In the event of the loss of means of payment, the *insurer* shall provide *advances* in an emergency.

##### 3.3.2 Loss of travel documents

If travel documents required for the return journey are lost or stolen, the *insurer* shall assist in obtaining replacement documents. The assistance service provider shall not pay the charges payable for issuing new documents. In the event that tickets for the return journey are lost or stolen, an *advance* shall be paid to enable purchase of a replacement ticket.

#### 3.4 What is the situation regarding *advances* that are not reimbursable by a third party?

All *advances*, forwarding/remittance fees as well as the cost of procurements:

- shall only be paid if neither an American Express® travel agency nor ATM is available in the vicinity of the *insured person*;
- shall be debited from a *card* subject to authorisation by the *issuer* and the *insured person*.

If the *insured person* is not in possession of a *card*, then either the *cardholder* must consent to the cost being debited from the *card* account or the *insured person* must provide the *insurer* with some other form of security.

### 4 When will assistance services not be provided? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover or benefit entitlements shall not be provided:

- 4.1 for expenses incurred for any physician's fees, medical and/or treatment costs;
- 4.2 for damage that was foreseen by the *insured person* as highly likely to occur
- 4.3 for **damage caused by gross negligence on the part of the *insured person*.**

## V. Claims table

Please note the obligations which apply upon occurrence of an *insured event* pursuant to Fig. 3 of the *GCI* (Section III). In order to be able to process the *insured event*, the *insurer* requires documentary evidence detailing the occurrence of the damage, the magnitude thereof etc. The following table lists the documents that must be presented to the *insurer* in order to receive a benefit without delay. Of course, only the documentary evidence relevant to the benefit(s) being claimed by the *insured person* need to be submitted. In case of doubt, please contact the *claims adjuster*, who will tell you what documents are required.

| Benefits   | Documents required for the insurance benefit   |
|--|--|
| <b>Generally</b>   | <ul style="list-style-type: none"> <li>• The account number</li> <li>• Notice of claim that has been completed comprehensively and truthfully</li> <li>• Original receipts (photocopies are sufficient if the originals are being processed by other parties at the same time) showing the purchase price and the date of purchase, as well as the relevant <i>card</i> statement</li> <li>• Proof of payment for the <i>public transport</i> ticket/agreement/contract or service using the <i>card</i>, where payment by <i>card</i> is a condition of insurance cover</li> <li>• Name of the physician providing the treatment and the document releasing this individual from the duty of professional confidentiality</li> <li>• Police report insofar as the police were involved</li> <li>• Your bank details</li> <li>• Evidence of expenses met by third parties (e.g. an airline, other <i>insurers</i>)</li> <li>• Copy of the monthly <i>card</i> statement, including details of applicable exchange rates if goods were purchased in a foreign currency</li> </ul> |
| <b>Transport Accident Insurance</b><br><br><i>Claims adjuster:</i><br><b>Allianz Assistance</b>      | <ul style="list-style-type: none"> <li>• Evidence that the <i>accident</i> occurred while using or on the way to a means of <i>public transport</i></li> <li>• Evidence showing how the <i>accident</i> happened and the consequences of the <i>accident</i> (degree of disability or death)</li> <li>• In the event of a disability claim, additional evidence that the course of treatment has been completed, insofar as such evidence is required to make an assessment of full disability</li> <li>• In the event of death, the <i>insurer</i> shall be given the right to ask a physician appointed by it to perform an autopsy, if required</li> <li>• Evidence of costs incurred through search, rescue, recovery and repatriation costs</li> <li>• Police evidence of kidnapping/hijacking of the means of <i>public transport</i> in which the <i>insured person</i> was traveling</li> </ul>  |
| <b>Health Insurance &amp; Assistance</b><br><br><i>Claims adjuster:</i><br><b>Allianz Assistance</b> | <b>Generally</b> <ul style="list-style-type: none"> <li>• Medical certificates and receipts providing a detailed description of the treatment and the costs, the forename and surname of the person being treated, the designation of the illness (diagnosis), and the individual medical services provided incl. data on the treatment</li> <li>• All unused tickets</li> <li>• Original or copies of invoices, together with confirmation provided by another <i>insurer</i> concerning granted benefits, if necessary incl. translations – the <i>insurer</i> shall retain these records</li> <li>• Prescriptions must clearly show the medication prescribed and the price, and bear the pharmacist's stamp</li> <li>• In the case of dental treatment, the documents must indicate the teeth requiring treatment and the nature of the treatment</li> <li>• Proof of costs incurred by <i>close relatives</i> in travelling to the hospital in which the <i>insured person</i> is staying</li> </ul>  |

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