



Allianz  **Travel**

General terms and conditions of insurance of Allianz Travel

Cancellation charges for accommodation and further training

Edition 2020

Customer information and General terms and conditions of insurance

Cancellation charges for accommodation and further training

Dear customer,

You will find below the General terms and conditions of insurance (GTC) for our Cancellation charges for accommodation and further training insurance.

The GTC and your insurance policy are authoritative for determining your individual entitlement to benefits in the event of a claim.

Allianz Travel



Olaf Nink
CEO

Customer information under the Swiss Federal Insurance Contract Act ("VVG")

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

Who is the insurer?

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

Who is the policyholder?

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

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

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

- **Cancellation charges**
Assumption of the cancellation charges of the booked travel owed by the insured person, caused by an event that is listed as insured in the GTC.
- **Cancellation charges for accommodation and further training**
Assumption of the cancellation charges owed by the insured person, if this person is unable to take up the booking (holiday apartment, hotel, course, seminar) due to an event that is listed as insured in the GTC and cancels the booking.

Which persons are insured?

In the case of insurance policies with a term of less than one year (short-term insurance policies), the persons listed in the insurance policy are insured. In the event of insurance policies with a term of one year (annual insurance policies), the insurance policy states whether the insurance cover applies for the policyholder alone (single person) or for the policyholder and the persons living with him/her in the same household as well as their minor children not living in the same household (family insurance policy).

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

Temporal and local scope of the insurance cover

The insurance cover basically applies worldwide during the insurance period. Local restrictions in the special provisions for the individual insurance components (e.g. breakdown and accident assistance applies only in Europe) as well as economic or trade sanctions or embargoes of the United Nations, the

European Union, the United States of America or Switzerland that contradict the insurance cover remain reserved.

What are the main exclusions?

The following list contains only the most important insurance cover exclusions. The exclusionary clauses ("Non-insured events and benefits") of the General Terms and Conditions of Insurance as well as the VVG contain further exclusions:

- It is essentially the case that all insurance components do not provide insurance cover for events that had already occurred by the time of the signing of the contract, the booking of the journey or the commencement of the booked service; the same applies to events whose occurrence was recognisable at the time of the signing of the contract, the booking of the journey or the commencement of the booked service.
- Furthermore, there is no cover for such events as abuse of alcohol, drugs or medicines, suicide or attempted suicide, participation in strikes or unrest, participation in races or training sessions with motor vehicles or boats, participation in adventurous acts whereby the entitled person knowingly exposes him/herself to danger, negligent or premeditated actions/or failure to act.
- In addition, war, terror attacks, any type of unrest, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances including the consequences thereof; the consequences of official decrees, e.g. confiscation of assets, imprisonment, ban on leaving the country or closure of air space are not insured.
- In respect of cover for **cancellation charges / cancellation charges for accommodation and further training**, in particular, no insurance cover exists in the event of "poor healing", inter alia i.e. for illnesses or the consequences of an accident, of an operation or of a medical intervention that already existed at the time of the booking of the journey or the signing of the insurance contract, and which had not fully healed by the time of the date of travel; the same applies to travel cancellations issued by the travel agency, official decrees, illnesses/injuries not immediately ascertained by a physician at the time of their occurrence, or to psychological responses to potential hazards, such as fear of unrest, terrorist attacks, natural catastrophes or aviophobia (fear of flying).

Which obligations are incumbent on the policyholder and insured persons?

The following list contains only the main obligations. Other obligations are set out in the General Terms and Conditions of Insurance and the VVG:

- For cancellation charges / cancellation charges for accommodation and further training the booking must be cancelled promptly at the travel company or accommodation/course provider on occurrence of the insured event. The claim must then be issued to Allianz Travel in writing and including the necessary documents (see GTC VB Section II A1 6 and GTC Section I 12 for contact address).
- In any event, the insured person is obliged to do everything to mitigate the loss and help resolve the claim; for losses caused by injury or illness, the insured person must ensure that the attending doctors are made exempt from their duty of confidentiality vis-à-vis Allianz Travel.
- If the entitled person is in breach of his/her duties, Allianz Travel can withhold or reduce benefit payments.

How much is the premium?

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

When does the insurance begin and end?

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

The insurance policies for a one-year term (annual insurance) are automatically extended by a further year, provided neither the policyholder nor Allianz Travel issue notice in writing subject to a three-month notice period. Policies with a duration of less than a year (short-term insurance) lapse on the expiry date given in the application and insurance policy. Insurance contracts can be terminated early by giving notice, particularly in the following instances:

- Following a claim resulting in the provision of benefits by the insurer, provided the notice given by the insurer occurred no later than the time of the payout or resolution of the case (e.g. assistance/legal support) or, by the policyholder, no later than 14 days from learning of the payment or resolution of the case.
 - If the insurer changes the premiums. In this case, the insurer must receive the policyholder's termination notice no later than the last day prior to the premium amendment coming into effect.
 - Termination by the insurer in the event of insurance fraud.
- This list contains only the main causes for termination. There are others set out in the General Terms and Conditions of Insurance and the VVG.

How does Allianz Travel handle data?

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

The personal data processed by Allianz Travel includes data relating to the conclusion of the contract and the policy/claims handling. The information processed mainly comprises the policyholder's or insured person's details from the insurance application and the claims statement. In the interests of all policyholders, data may also be exchanged with previous insurers and reinsurers within and outside Switzerland. Allianz Travel also processes personal data

in connection with product enhancements, as well as for its own marketing purposes.

In order to offer value-for-money comprehensive insurance cover, some of the services offered by Allianz Travel are provided by legally independent companies both domestically and abroad. These may be Allianz Group companies or cooperation partners. For the purposes of fulfilling its contractual obligations, Allianz Travel must exchange data both within and outside the group.

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

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

Table of Benefits

Insurance components	Insurance benefit	Maximum insured amount	
A1 Cancellation charges	Travel cancellation and delayed departure	Per event	in accordance with policy
A2 Cancellation charges for accommodation and further training	Cancellation or premature termination of tenancy agreements, booked accommodation or further training	Per event	CHF 30'000.–

Contact address for complaints

Allianz Travel
AWP P&C S.A. (Switzerland)
Complaint Management
P.O. Box
8010 Zürich

General Terms and Conditions of Insurance (GTC)

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

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I Conditions common to all insurance components

The provisions applicable to all insurance components only apply insofar as the special provisions relating to the individual insurance or service components contain no provisions to the contrary.

1. Insured persons

- 1.1 The person(s) listed in the insurance policy is/are covered. If family insurance is taken out, it covers all people living in the same household and minors not living in the same household. Secure Trip Junior cover is only available until the person's 26th birthday.
- 1.2 Persons with permanent residence in Switzerland are insured under Section I 1.1.
- 1.3 With the exception of annual insurance, persons living abroad as defined under Section I 1.1 are insured, provided they booked their journey in Switzerland.

2. Geographical application

Unless otherwise specified in the special provisions relating to the individual insurance or service components, the insurance applies worldwide or in Europe depending on the nature of the insurance or in compliance with the insurance policy details.

3. Extension of the insurance cover (annual insurance)

- 3.1 Annual insurance applies for one year from the inception date given in the insurance policy. Unless otherwise specified in Section I 3.2, they are extended automatically every year, provided the policyholder or Allianz Travel do not issue notice in writing valid three months in advance from the insurance expiry date.
- 3.2 If the policyholder moves abroad during the contract term, the contract will lapse on the expiry date following the change of domicile. From the date of changing domicile, the insurance cover only applies for trips booked in Switzerland until the insurance expiry date.

4. Pflichten im Schadenfall

- 4.1 The insured person is obliged to do everything to mitigate the loss and help resolve the claim.
- 4.2 The insured person is obliged to observe his or her contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in Section I 12).
- 4.3 If the claim occurred due to illness or injury, the insured person must ensure that the treating physicians are exempt from their duty of confidentiality vis-à-vis Allianz Travel.
- 4.4 If the insured person is able to claim benefits paid out by Allianz Travel additionally from third parties, the insured person must uphold these claims and cede them to Allianz Travel.
- 4.5 The Allianz Travel claims forms are available for download at www.allianz-travel.ch/claim.

5. Breach of duties

If the entitled person is in breach of his/her duties, Allianz Travel can withhold or reduce benefit payments

6. Non-insured events and services

- 6.1 No benefits can be claimed if an event has already occurred when the policy is taken out, the trip is booked or the trip starts, or if its occurrence is foreseeable for the insured person when the policy is taken out, the trip is booked or the trip starts.
- 6.2 Events are not insured, which the insured person has triggered in the following ways:
 - Abuse of alcohol, drugs or medicines;
 - Suicide or attempted suicide;
 - Participation in strikes or unrest;
 - Participation in races or training sessions with motor vehicles or boats;
 - Participation in adventurous acts whereby the policyholder knowingly exposes him/herself to danger;
 - Negligent or premeditated actions/or failure to act;
 - Committing or attempting to commit crimes or offences.
- 6.3 Activities related to an insured event are not insured, e.g. the cost of replacing the insured items or for law enforcement purposes.
- 6.4 The following events and their consequences are not insured: War, terror attacks, any type of unrest, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- 6.5 The consequences of events stemming from official decrees are not insured, e.g. confiscation of assets, imprisonment or a ban on leaving the country, closure of air space.
- 6.6 If the journey is for medical treatment.
- 6.7 If the assessor (expert, doctor etc.) directly benefits or is related, including related by marriage, to the insured person.
- 6.8 Costs related to kidnap are not covered.
- 6.9 If economic, trade or financial sanctions or embargoes on Switzerland, which are directly applicable to the contracting parties, oppose the insurance cover, said cover does not apply. That extends to economic, trade or financial sanctions or embargoes imposed by the United Nations, European Union or United States of America, provided they are not in opposition to Swiss legislation.

7. Definitions

- 7.1 Related persons
Related persons are:
 - Relatives (spouse, parents, children, parents-in-law, grandparents and brothers and sisters);
 - Life partners including their parents and children;
 - Carers of non-travelling minors or relatives in need of care;
 - Very close friends with whom there is very close contact.
- 7.2 Europe
Europe includes all countries on the European continent and the Mediterranean, plus the Canary Islands, Madeira and those countries bordering the Mediterranean and outside Europe. The eastern border to the north of Turkey encompasses Azerbaijan, Armenia, Georgia and the Ural mountain range.
- 7.3 Switzerland
The territory of Switzerland for the purpose of insurance cover includes Switzerland and the Principality of Liechtenstein.
- 7.4 Natural hazards
Natural hazards are losses stemming from natural events, such as high water, flooding, storm (winds of at least 75 km/h), hail, avalanche, snow pressure, rockfall, rockslide or landslide. Losses from earthquake or volcanic eruption do not count as natural disasters.
- 7.5 Monetary value
Monetary value covers cash, credit cards, securities, savings accounts, precious metals (inventories, bars or merchandise), coins, medals, loose precious stones and pearls.
- 7.6 Journey
A journey is a stay of over one day outside the person's normal place of residence or a stay of shorter duration at a location at least 30 km from the person's legal residence discounting routes to work. The maximum duration of a journey for the purposes of these GTC is a total of 122 days. Duration is limited to 365 days for annual insurance.
- 7.7 Travel companies
Travel companies (tour operators, travel agents, airline companies, car hire companies, hotels, course organisers etc.) include all companies involved in providing a travel-related service to the insured person on a contractual basis.
- 7.8 Public conveyance or means of transport
Public conveyance or means of transport include any means of transport running regularly according to a timetable and requiring a valid ticket. Taxis and hire cars do not count as public means of transport.
- 7.9 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 means 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. Loss of or damage to the car key or using the wrong type of fuel does not qualify as a breakdown and is not insured.

- 7.10 Personal accident
An accident is the sudden, unintended detrimental outcome of an unusual external factor on the human body.
- 7.11 Motor vehicle accident
An accident is any damage to the insured motor vehicle resulting from a sudden and violent external event making any further use thereof impossible or illegal. That includes in particular events resulting from impact, such as collision, overturning, crashing, subsidence and immersion.
- 7.12 Serious consequences resulting from illness/accident
Illness or the consequences of an accident are considered severe if they result in a temporary or unlimited inability to work or the inability to travel.
- 7.13 Natural catastrophe
Extremely serious natural event directly causing at the location affected by the event, the death of a significant number of people and devastating material damage to public infrastructure.
- 7.14 Mobile devices
Electronic devices for mobile, network-independent data, language and picture communication and navigation, which are suitable for mobile use without causing any significant physical exertion due to their size and weight. Mobile telephones, tablets and laptops count as mobile devices for the purpose of these GTC.
8. Premium adjustment (annual insurance)

Allianz Travel reserves the right to amend premiums for annual insurance and is accordingly entitled to request the amendment of the insurance contract. In this case, Allianz Travel shall inform the policyholder of the premium adjustment in writing at least 30 days before it comes into effect. The policyholder has the right to terminate the contract with effect from when the premium adjustment would apply. The policyholder's termination of cover is valid, provided it is received by Allianz Travel no later than the last day before the premium adjustment comes into force.

9. Multiple insurance and claims against third parties

- 9.1 For (voluntary or compulsory) multiple insurance, AG provides its services in a subsidiary capacity, subject to there being an identical clause in the other insurance contract. In such a case the legal provisions of double insurance apply.
- 9.2 If an insured person is entitled to benefits under any other insurance contract (voluntary or mandatory), cover is restricted to that part of the Allianz Travel benefits that exceeds the cover provided under the other insurance contract. Overall costs are reimbursed once only.
- 9.3 If Allianz Travel provides benefits in spite of a subsidiarity situation, these benefits count as an advance and the insured person or beneficiary will cede his/her claims against the third party (voluntary or mandatory insurance) to Allianz Travel to the extent of those benefits.
- 9.4 If the insured or entitled person has been compensated by a liable third party or the third party's insurer, any compensation due under this contract is rendered void. If a claim is made against Allianz Travel instead of the liable party, the insured or entitled person must concede his/her liability claims up to the extent of the compensation received from Allianz Travel.

10. Limitation period

Claims under the insurance contract expire two years after the occurrence of the event giving rise to the obligation to pay benefits. (exception: aircraft accident/accident benefit - the statutory limitation period is five years in this case).

11. Place of jurisdiction and applicable law

- 11.1 Lawsuits against Allianz Travel may be brought before the court at the company's registered office or at the Swiss place of residence of the insured or entitled person.
- 11.2 The Swiss Federal Law on Insurance Contracts (VVG) applies in addition to these provisions.

12. Contact address

Allianz Travel
AWP P&C S.A. (Switzerland)
P.O. Box
8010 Zürich
info.ch@allianz.com

In case of linguistic divergences between the french, italian, english and german General Contract Conditions, the german version shall prevail.

II Special provisions for the individual insurance components

A1 Cancellation charges

1. Duration of cover

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

2. Insured amount

- 2.1 The insured amount is specified in the insurance policy.
- 2.2 With the annual insurance Secure Trip Budget the insured person retains an excess per loss event worth 20% of the contractually owed cancellation charges.

3. Insurance benefits

3.1 Cancellation charges

If the insured person cancels the contract with the travel company due to an insured event, Allianz Travel will pay the contractual cancellation charges up to the contractually specified insured amount. Any costs invoiced to the insured person for rebooking incurred prior to the cancellation will only be covered if the rebooking is due to an insured event as defined under Section II A1 4. There is no compensation for costs, fees or credit reductions resulting from the loss or forfeiture of air miles, prize awards or other rights of use (time-sharing etc.).

3.2 Delayed departure

If the insured person starts the trip late due to an insured event, instead of paying the cancellation charges, Allianz Travel will pay (up to the equivalent amount of the cancellation charges):

- The additional travel costs arising from the delayed departure;
- The costs for the unused portion of the stay, proportionally to the insured arrangement price (without transport costs); the departure day counts as a used day.

3.3 Expenses incurred for disproportionate or recurrent handling charges or insurance premiums are not reimbursed.

3.4 Cover for tickets to events

If the insured person is unable to use a ticket to an event due to an insured occurrence, the associated costs are covered. The definition of a journey under Section I 7.6 does not apply.

4. Insured events

4.1 Illness, accident, death, pregnancy

4.1.1 Serious illness, serious accident, pregnancy complications or the death of one of the following persons, provided the event in question occurred subsequent to the booking or the conclusion of insurance:

- The insured person;
- A closely related person who booked the same event and cancelled;
- An accompanying person on the journey who is closely related to the insured person;
- The deputy at work, provided the insured person's presence is indispensable.

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

4.1.2 For mental illness insurance cover only applies, if

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

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

4.1.4 Insurance cover only applies in the case of pregnancy if the pregnancy occurred after the trip was booked or the insurance taken out and the date of the return is after the 24th week, or if the pregnancy occurred subsequent to booking the trip or concluding the insurance and a vaccination was required for the destination, which would pose a risk to the unborn child.

4.2 Damage to property at the place of residence

If the insured person's property is seriously damaged at their permanent residence due to theft, fire or natural disaster and the insured person has to be present at home as a result.

4.3 Delay and absence of means of transport for the outward journey

If the booked journey could not be started due to the delay or absence of the means of public transport used to travel to the starting point

- arranged for the journey.
- 4.4 Absence of vehicle for the outward journey
If the private vehicle or taxi used to travel directly to the starting point arranged for the journey becomes unusable due to an accident or breakdown during the journey. Problems with keys and fuel are not insured.
- 4.5 Strikes
If strikes (excluding strikes by the travel company and/or its service providers) make the journey impossible.
- 4.6 Danger at the destination
If war, terror attacks or unrest of any kind at the destination place the insured person's life in danger and if an official Swiss entity (Federal Department of Foreign Affairs) advises against travel to the destination in question; if natural catastrophes at the destination place the insured person's life in danger.
- 4.7 Unemployment/unexpected assumption of a job
If the insured person has unexpectedly taken up employment within the 30 days prior to departure or if the unexpected assumption of employment occurs during the time of the trip, or if the insured person, through no fault of his/her own, has his/her employment terminated within the 30 days prior to departure.
- 4.8 Official summons
If the insured person is unexpectedly summoned as a witness or juror in court. The court date must be during the time of the trip.
- 4.9 Theft of passport or ID card
If the insured person's passport or identity card is stolen just before the trip and, as a result, the insured person is unable to travel. Note: there are emergency passport offices at some airports.
5. Non-insured events and services (in addition to Section I 6: Non-insured events and services)
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- 5.1 Poor healing process
If an illness or the consequences of an accident, an operation or a medical intervention had already occurred by the time the trip was booked or the insurance was concluded and have failed to heal by the travel date. If convalescence from an operation/medical intervention, which was already planned at the time the trip was booked or the insurance was concluded but only performed afterwards, is not complete by the departure date.
- 5.2 An insured event not immediately ascertained and documented by a doctor at the time of occurrence
If an event listed under Section II A1 4.1 was not immediately diagnosed by a doctor and documented by a doctor's report at the time of occurrence.
- 5.3 Cancellation by the travel company
If the travel company is unable to fulfil its contractual services either fully or in part, cancels the trip or has to cancel due to specific circumstances and is obliged, according to the relevant legal provisions, to pay compensation for those services not provided. Specific circumstances necessitating cancellation of the trip include (inter alia) recommendations by the Federal Department of Foreign Affairs not to travel to the area in question.
- 5.4 Official decrees
If official decrees render the planned completion of the booked journey impossible.
- 5.5 Cancellation costs are not insured if the cancellation, depending on circumstances, arises from a psychological reaction to a health hazard, act of terror, aircraft accident or natural disaster or due to fear of unrest, acts of war, acts of terror or aviophobia (fear of flying).
6. Duties in the event of a claim (in addition to Section I 4: Duties in the event of a claim)
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To avail of the services of Allianz Travel, the insured or entitled person must, on occurrence of the insured event, immediately cancel the trip booked with the travel company or accommodation provider and then report the loss event in writing to Allianz Travel (see Section I 12). The following documents must be submitted:

- Insurance certificate or policy;
- Allianz Travel claims form (Allianz Travel claims forms can be downloaded from www.allianz-travel.ch/claim);
- Cancellation charges calculation;
- Confirmation of original booking;
- Documents and/or official attestations documenting the occurrence of the loss event (e.g. detailed doctor's certificate with diagnosis, employer attestation, police report etc.).

A2 Cancellation charges for accommodation and further training

In addition to the following provisions, all the conditions applicable to the insurance components II A1: Cancellation charges apply to the cancellation charges for accommodation and further training.

1. Insured amount

The insured amount can be seen in the Table of Benefits.

2. Journey

The definition of a journey under Section I 7.6 does not apply.

3. Duration of cover

Insurance cover incepts on the date of issue of the insurance policy and ends on the end date of the rental, booking of accommodation or further training, up to three years after taking out the insurance.

4. Insurance benefits

Premature termination of tenancy agreements, booked accommodation or further training

In the event of early cancellation due to an insured event, Allianz Travel will proportionally refund the unused services (excluding the cost of the return journey). The day of departure counts as a used day.



Allianz Travel

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