

# General terms and conditions of insurance Secure Course Cancellation

Course cancellation insurance



#### **COVERAGE SUMMARY**

Coverage	When it applies	Maximum benefit per event
Course cancellation (Indemnity insurance)	You cannot attend any or all portions of the session.	in accordance with insurance policy

The above is only a brief description of the coverage available under your *insurance contract*. Terms, conditions, and exclusions apply to all coverages. The definitions of the terms in the «Definitions» section of the General Terms and Conditions will also apply to this Coverage summary.

# **GENERAL TERMS AND CONDITIONS (GTC)**

# Who the insurer is

The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.

### **About this insurance contract Secure Course Cancellation**

Below you will find the General terms and conditions (GTC) of your insurance contract for a specific session. Please read them carefully. We have tried to make them simple and easy to understand while also clearly describing the terms of your coverage. If you have any questions, we are available during our working hours. Visit us online or give us a call using the contact information listed in the footer. If your arrangements change, please be sure to let us know so we can make any necessary updates to your insurance contract.

Your insurance contract has been issued based on the information you provided at the time of purchase. We will provide the insurance services described in this GTC in return for payment of the premium and your compliance with all provisions of this GTC. You will also notice that some words are italicized. These words are defined in the «Definitions» section.

#### What this insurance contract includes

This session insurance contract covers only the sudden and unexpected specific situations, events, and losses included in this GTC.

Your insurance contract consists of three parts:

- 1. Insurance policy
- 2. General terms and conditions (GTC), incl. Coverage summary
- 3. Customer information under the Swiss Insurance Contract Act (ICA)

#### NOTE:

Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this GTC may be covered. Please refer to the «General exclusions» section of this document for exclusions applicable to all coverages under *your insurance contract*.

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# **DEFINITIONS**

Throughout this GTC, words and any form of the word appearing in italics are defined in this section.

Accident	An unexpected and unintended external event that causes <i>injury</i> , property damage, or both.	
Accommodation	A hotel or any other kind of lodging for which <i>you</i> make a reservation or where <i>you</i> stay and incur an expense.	
Adoption proceeding	A mandatory legal proceeding or other meeting required by law to be attended by <i>you</i> as a prospective	
, taopilon proceeding	adoptive parent(s) in order to legally adopt a minor child.	
Cohabitant	A person you currently live with and who is at least 18 years old.	
Computer system	Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.	
Covered reason	The specifically named situations or events for which you are covered under this insurance contract.	
Cyber risk	Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:	
	<ol> <li>Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system;</li> <li>Any error or omission involving access to, or the processing, use, or operation of any computer system;</li> <li>Any partial or total unavailability or failure to access, process, use, or operate any computer system; or</li> <li>Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.</li> </ol>	
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be you, a session companion, your family member, a session companion's family member, or the sick or injured person's family member or someone else who directly benefits from your claim.	
Epidemic	A contagious disease recognized or referred to as an <i>epidemic</i> by a representative of the World Health Organization (WHO) or an official government authority.	
Europe	Europe includes all countries on the European continent as well as the Mediterranean and Canary Islands, Madeira and the non-European countries bordering the Mediterranean. The eastern border to the north of Turkey encompasses Azerbaijan, Armenia, Georgia and the Ural mountain ridge.	
Family member	<ol> <li>Your:</li> <li>Spouse (by marriage, registered partnership or domestic partnership);</li> <li>Cohabitants;</li> <li>Parents and stepparents;</li> <li>Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>Siblings;</li> <li>Grandparents and grandchildren;</li> <li>The following relatives of your spouse: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>Aunts, uncles, nieces, and nephews;</li> <li>Legal guardians and wards; and</li> <li>Au-pairs.</li> </ol>	
First responder	Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.	
Illegal act	An act that violates law where it is committed.	
Injury	Physical bodily harm.	
Insurance contract	The session insurance coverage purchased. The insurance contract includes the insurance policy, the General terms and conditions (GTC) and the Customer information under the Swiss Insurance Contract Act (ICA) including the Coverage summary.	
Mechanical breakdown	A sudden unforeseen mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).	
Natural disaster	A large-scale extreme weather or geological event that damages property, disrupts essential transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.	
Pandemic	An <i>epidemic</i> that is recognized or referred to as a <i>pandemic</i> by a representative of the World Health Organization (WHO) or an official government authority.	
Political risk	Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government:  - Nationalization;	
	- Nationalization; - Confiscation;	

Pre-existing medical condition	<ul> <li>Expropriation (including Selective Discrimination and Forced Abandonment);</li> <li>Deprivation;</li> <li>Requisition;</li> <li>Revolution;</li> <li>Rebellion;</li> <li>Insurrection;</li> <li>Civil commotion assuming to proportion of or amounting to an uprising; and</li> <li>Military and usurped power.</li> </ul> Injuries and illnesses that have already occurred prior to the insurance purchase, including associated consequences, complications, deteriorations or relapses, regardless of whether the person was aware of their existence or not. Chronic illnesses are not considered to be a pre-existing medical condition if no complications, deteriorations or relapses have occurred within 120 days prior to the insurance purchase.	
Primary residence	Your permanent, fixed home address for legal and tax purposes.	
Refund	Cash, credit, or a voucher for future sessions that you are eligible to receive from the venue or event organizer, or any credit, recovery, or reimbursement you are eligible to receive from another insurance company, a credit card issuer, or any other entity.	
Session	A scheduled set of activities over a specific time period, for which a fee is paid. This includes courses, further education, seminars and the like. These activities can be on consecutive or non-consecutive days. The maximum duration of a <i>session</i> for the purposes of these GTC is a total of 730 days.	
Session companion	A person who has registered to attend the covered session with you.	
Session cost	A fee, including any service, handling, and parking fees, paid to attend a <i>session</i> . The <i>session cost</i> does not include promotional items and donations.	
Terrorist event	An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of <i>your</i> country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, <i>political risk</i> , or acts of war.	
Traffic accident	An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i> , that causes <i>injury</i> , property damage, or both.	
Uninhabitable	A <i>natural disaster</i> , fire, flood, burglary, storm, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their home or destination inaccessible or unfit for use.	
We, Us, or Our	The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.	
Weather emergency	<ol> <li>The local government or the national weather service issues an advisory against travel as a result of rain, snow, wind, or extreme temperature; or</li> <li>A state of emergency due to weather is declared by the national or local government.</li> </ol>	
You or Your	All persons listed as insureds in the insurance policy.	

# WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if we accept your request for insurance. Your insurance contract's coverage effective date and coverage end date are indicated in your insurance policy. The insurance is effective the day the order is received and you pay the full premium. The order must be received and the full premium must be paid on or before the start of your session.

Coverage is only provided for losses that occur while your insurance contract is in effect.

Your insurance contract will end on the earliest of:

- 1. The coverage end date listed in *your* insurance policy;
- 2. The day you cancel your insurance contract;
- 3. The day you cancel your session.

However, if your session is rescheduled by the venue, promoter, or organiser, we will extend your coverage period until the start time of the session on the date it has been rescheduled for.

After your insurance contract ends, your premium is non-refundable.

Please note that this insurance contract covers the specific session for which it was purchased. It cannot be renewed.

#### DESCRIPTION OF COVERAGES

In this section, we will describe the different types of insurance coverages, which are included in your insurance contract. We explain each type of coverage and the specific conditions that must be met for the coverage to apply. **Please note that exclusions may apply.** 

#### A. Course cancellation

If you do not attend any or all portions of the session for a covered reason listed below, we will reimburse you the prorated amount of the session cost (less available refunds), up to the maximum benefit for «Course cancellation» coverage listed in your Coverage summary.

#### Covered reasons:

1. You or a session companion becomes ill or injured, or develops a medical condition disabling enough to make you cancel your session (including being diagnosed with an epidemic or pandemic disease).

#### The following condition applies:

- a. The illness, injury, or medical condition must be disabling enough to make a reasonable person not attend the session; and
- b. A doctor advises you or a session companion not to attend the session before it takes place .
- 2. A family member who is not attending the session becomes ill or injured, or develops a medical condition (including being diagnosed with an epidemic or pandemic disease).

#### The following condition applies:

- a. The illness, injury, or medical condition must be considered life threatening by a doctor, or require hospitalization.
- 3. You, a session companion or a family member dies on or after your insurance contract's coverage effective date and before your trip.
- 4. You are unable to attend the session due to your pregnancy.

#### The following condition applies:

- a. You find out you are pregnant after purchasing this insurance contract.
- 5. Your or a session companion's vehicle is in a traffic accident or has a mechanical breakdown within 24 hours prior to the session which results in the vehicle being unable to be driven safely to the session.
- 6. Your or a session companion's vehicle is stolen within 48 hours of the session which results in your inability to attend the session.
- You are legally required to attend a legal proceeding.

#### The following conditions apply:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- b. Appearance is not required due to self-inflicted fault or causation.
- 8. Your or a session companion's primary residence becomes uninhabitable.
- 9. You or a session companion is terminated or laid off by a current employer after your insurance contract's purchase date.

#### The following conditions apply:

- a. The termination or layoff is not your or your session companion's fault;
- b. The employment must have been permanent; and
- c. The employment must have been for at least three continuous months.
- 10. Your or a session companion's primary residence is permanently relocated by at least 150 kilometres due to a transfer by your or a session companion's current employer. This covered reason includes relocation due to transfer by your spouse's current employer.
- 11. You or a session companion serving as a first responder is called in for duty due to an accident or emergency (including a natural disaster) to provide aid or relief.
- 12. You, a session companion or a family member serving in the armed forces or the civil defence are mobilised, except because of war.
- 13. A weather emergency occurs within 24 hours of the session, and the session is not cancelled by the venue.

#### **GENERAL EXCLUSIONS**

This section describes the general exclusions applicable to all coverages under *your insurance contract,* in addition to the specific exclusions outlined for each coverage, and including any exclusions outlined in the «Definitions» section. An exclusion is something that is not covered by this *insurance contract,* and therefore no payment or service would be available.

This insurance contract does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect you, a session companion, or a family member:

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when your insurance contract was purchased;
- 2. Pre-Existing medical conditions;
- 3. Your intentional self-harm or if you attempt or commit suicide;
- Normal, complication-free pregnancy or childbirth, except when normal, complication-free pregnancy or childbirth is expressly referenced in and covered under «Course cancellation» coverage;
- 5. Fertility treatments or elective abortion;
- 6. Phobias:
- The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a doctor and used as prescribed;
- 8. Acts committed with the intent to cause loss;
- 9. An illegal act resulting in a conviction, except when you, a session companion, or a family member is the victim of such act;
- An epidemic or pandemic, except when an epidemic or pandemic is expressly referenced in and covered under «Course cancellation» coverage;
- 11. Natural disaster;
- 12. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
- 13. Nuclear reaction, radiation, or radioactive contamination;
- 14. War (declared or undeclared) or acts of war;
- 15. Civil disorder or unrest;
- 16. Terrorist events:
- 17. Political risk;
- 18. Cyber risk;
- 19. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- 20. An act of gross negligence by you or a session companion; or
- 21. The session being cancelled or delayed by the venue or promoter for any reason.

This insurance contract does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

#### **CLAIMS INFORMATION**

#### Duties in the event of a claim

- i. You are obliged to do everything to mitigate the loss and help resolve the claim.
- ii. You are obliged to observe your contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given at the end of this GTC).
- iii. If the loss occurred due to illness or an accident, you must ensure that the attending doctors are released from their duty of confidentiality vis-à-vis us.
- iv. If you are also able to claim benefits paid out by us from third parties, you must uphold these claims and cede them to us.

If you are in breach of your obligations, we can withhold or reduce the benefits.

#### Notification of claim and documents to be submitted

Please report your claim at www.allianz-protection.com.

In the event of a claim, the following documents must be submitted to us:

#### Course cancellation

- proof of insurance or copy of the insurance policy;
- cancellation fee invoice or proof of the costs for the unused part of the insured benefit;
- booking confirmation;
- documents or official certificates proving the occurrence of the claim (e.g. detailed medical certificate with diagnosis, employer's certificate, police report etc.).

#### **GENERAL PROVISIONS**

#### Geographical scope

Unless otherwise specified in the descriptions for the individual insurance or service coverages, the insurance applies worldwide or in *Europe* depending on the nature of the insurance or according to the information on *your* insurance policy.

#### Multiple insurance and claims against third parties

- 1. In the event of (voluntary or mandatory) multiple insurance, we provide your benefits 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.
- 2. If you are entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of our benefits that exceeds the cover provided under the other insurance contract. Overall costs are reimbursed once only.
- 3. If we provide benefits in spite of a subsidiarity situation, these benefits count as an advance and you will cede your claims against the third party (voluntary or mandatory insurance) to us to the extent of those benefits.
- 4. If you or an entitled person have been compensated by a liable third party or the third party's insurer, any compensation due under this insurance contract is rendered void. If a claim is made against us instead of the liable party, you or the entitled person must concede your/his liability claims up to the extent of the compensation received from us.

#### Limitation period

Claims under the insurance contract expire five years after the occurrence of the event giving rise to the obligation to pay benefits.

#### Place of jurisdiction and applicable law

- 1. Lawsuits against *us* may be brought before the court at the company's registered office or at the Swiss place of residence of *you* or the entitled person.
- 2. The Swiss Insurance Contract Act (ICA) applies in addition to these provisions.

#### Hierarchy of regulations

- The descriptions for the individual insurance coverages take precedence over the General provisions.
- 2. In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any

#### **Contact address**

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