



**Allianz**  **Travel**

# **General terms and conditions of insurance of Allianz Travel**

## **Cancellation insurance for accommodation and further training Secure Residence and Secure Study**

Edition January 2022

## Customer information and General terms and conditions of insurance

### Cancellation insurance for accommodation and further training

Dear customer

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

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 Insurance Contract Act (ICA)

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 Insurance Contract Act – ICA). 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 referred to as 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 insurance component offered, provided for ease of understanding:

- Assumption of the cancellation costs owed by the insured person if the booked accommodation or further training is cancelled as a result of serious illness, a serious accident, death or another event that is listed as insured in the GTC.
- In the event of a delayed start, premature termination or interruption of the booked service due to an insured event, any unused part of the accommodation or further training will be covered (max. up to the equivalent to the cancellation costs) instead of the benefits referred to above.

#### Which persons are insured?

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 geographical scope of the insurance cover

The insurance cover basically applies worldwide during the insurance period. Local restrictions in the Special provisions for the insurance component 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. Further exclusions are contained in the exclusionary clauses «Non-insured events and benefits» of the General terms and conditions of insurance as well as the ICA:

- An event is not insured if it has already occurred when the policy is taken out or when the accommodation or further training is booked or if its occurrence was foreseeable for the insured person when the policy was taken out when the accommodation or further training was booked.
- Events are not insured if the insured person has triggered them in the following ways:
  - abuse of alcohol, drugs or medicines;
  - suicide or attempted suicide;
  - participation in strikes or unrest;
  - participation in races, training sessions or other types of driving on race or training tracks;
  - participation in hazardous activities whereby the insured person knowingly exposes himself or herself to danger, such as diving to depths of more than 40 m, canyoning, bungee jumping or paragliding as well as climbing, mountaineering, mountain tours at altitudes of 5,000 m or higher or participation in expeditions etc.;
  - negligent or premeditated actions/or failure to act;
  - committing or attempting to commit crimes or offences.
- The following events and their consequences are not insured: war, terror attacks, any type of unrest, natural catastrophes and incidents involving atomic, biological or chemical substances.
- The following events and their consequences are not insured: epidemics and pandemics, except as expressly covered under section II A: Cancellation, delayed start, premature termination or interruption.
- Events in countries or regions to which the Swiss authorities (Federal Department of Foreign Affairs FDFA, Federal Office of Public Health FOPH or World Health Organization WHO) have already advised against travel at the time of booking the accommodation or further training are not insured.
- The consequences of events associated with official instructions, e.g. airport/airspace closures, roadblocks, quarantine measures (except as expressly covered under section II A: Cancellation, delayed start, premature termination or interruption), police measures, decrees etc., are not insured.
- In particular, no insurance cover applies in the event of “poor healing”, which therefore includes illnesses or the consequences of an accident, an operation or a medical intervention that had already occurred by the time the accommodation or further training was booked or the insurance was taken out and have failed to heal by the start of the insured service.
- No insurance cover applies to cancellation of insured services by the travel company, official instructions (except as expressly covered under section II A: Cancellation, delayed start, premature termination or interruption) or an insured event not ascertained and documented by a doctor directly at the time of occurrence.
- No insurance cover applies if the cancellation, delayed start, premature termination or interruption of the insured service depending on the circumstances, arises from a psychological reaction to a health hazard, act of terror, aircraft accident or natural catastrophe or due to fear of civil unrest, acts of war, acts of terror or aviophobia (fear of flying).
- No insurance cover applies if the insured person has travelled against advice in connection with an epidemic/pandemic of their home country's government or of local authority at their trip destination.

#### 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 ICA:

- In any event, the insured person is obliged to do everything to mitigate the loss and help resolve the claim; for losses caused by illness or accident, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-à-vis Allianz Travel.
- Once the insured event has occurred, the booked accommodation or further training must be cancelled immediately with the travel company or accommodation/course provider and then Allianz Travel must be notified of the claim event in writing and sent any documents required (see GTC section II A 6) (for contact address, see GTC section I 11).
- If the entitled person is in breach of his/her obligations, Allianz Travel can withhold or reduce the benefits.

#### 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 policy are defined in the application and detailed in the insurance policy.

#### Right of revocation

---

The policyholder may revoke the contract within a period of 14 days from the application to conclude the contract or the declaration of acceptance thereof by notifying the insurer in text form (e.g. letter, e-mail). The right of revocation is excluded for provisional cover commitments and contracts with a duration of less than one month.

#### How does Allianz Travel treat data?

---

When processing personal data essential to the transaction of insurance business, Allianz Travel observes the Swiss Data Protection Act (FADP). If necessary, Allianz Travel will use the claims form to obtain the necessary approval from the insured person 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 benefits 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 is 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 component (Indemnity insurance)	Insured benefits	Maximum insured amount	
A Cancellation, delayed start, premature termination or interruption	Assumption of cancellation costs in the event of cancellation of the accommodation or further training or assumption of any unused part of the accommodation or further training in the event of a delayed start premature termination or interruption.	per event	in accordance with policy

#### Contact address for complaints

Allianz Travel  
Complaint Management  
Richtiplatz 1  
P.O. Box  
CH-8304 Wallisellen

## General terms and conditions of insurance (GTC)

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

I	Common provisions to the insurance component.....	4
II	Special provisions for the insurance component.....	5
A	Cancellation, delayed start, premature termination or interruption.....	5

### I Common provisions to the insurance component

The Common provisions to the insurance component only apply insofar as the Special provisions for the insurance component contain no provisions to the contrary.

#### 1 Insured persons

- 1.1 The person(s) listed in the insurance policy is/are covered.
- 1.2 Persons with permanent residence in Switzerland are insured under section I 1.1 as well as persons living abroad, provided they booked the accommodation or further training in Switzerland.

#### 2 Geographical scope

Unless otherwise specified in the Special provisions for the insurance component, the insurance applies worldwide.

#### 3 Non-insured events and benefits

- 3.1 An event is not insured if it has already occurred when the policy is taken out or when the accommodation or further training is booked or the pre-booked service begins or if its occurrence was foreseeable for the insured person when the policy was taken out or when the accommodation or further training was booked.
- 3.2 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, training sessions or other types of driving on race or training tracks;
  - participation in hazardous activities whereby the insured person knowingly exposes himself or herself to danger, such as diving to depths of more than 40 m, canyoning, bungee jumping or paragliding as well as climbing, mountaineering, mountain tours at altitudes of 5,000 m or higher or participation in expeditions etc.;
  - negligent or premeditated actions/or failure to act;
  - committing or attempting to commit crimes or offences.
- 3.3 The following events and their consequences are not insured: war, terror attacks, any type of unrest, natural catastrophes and incidents involving atomic, biological or chemical substances.
- 3.4 The following events and their consequences are not insured: epidemics and pandemics, except as expressly covered under section II A: Cancellation, delayed start, premature termination or interruption.
- 3.5 Events in countries or regions to which the Swiss authorities (Federal Department of Foreign Affairs FDFA, Federal Office of Public Health FOPH or World Health Organization WHO) have already advised against travel at the time of booking the accommodation or further training are not insured.
- 3.6 The consequences of events associated with official instructions, e.g. airport/airspace closures, roadblocks, quarantine measures (except as expressly covered under section II A: Cancellation, delayed start, premature termination or interruption), police measures, decrees etc., are not insured.
- 3.7 Travel for the purpose of medical treatment is not insured.
- 3.8 Events are not insured where the assessor (expert, doctor etc.) directly benefits or is related, including by marriage, to the insured person.
- 3.9 Events are not insured where economic, trade or financial sanctions or embargoes imposed by Switzerland are directly applicable to the contracting parties and exclude the insurance cover. 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.
- 3.10 Activities related to an insured event are not insured, e.g. the cost of replacing the insured items or for law enforcement purposes.
- 3.11 Costs related to kidnappings are not insured.

#### 4 Duties in the event of a claim

- 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/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 11).
- 4.3 If the loss occurred due to illness or an accident, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-à-vis Allianz Travel.
- 4.4 If the insured person is also able to claim benefits paid out by Allianz Travel from third parties, the insured person must uphold these claims and cede them to Allianz Travel.
- 4.5 The claims forms are available on our website: [www.allianz-travel.ch/claims](http://www.allianz-travel.ch/claims)

#### 5 Breach of duties

If the entitled person is in breach of his/her obligations, Allianz Travel can withhold or reduce the benefits.

#### 6 Definitions

- 6.1 Closely related persons  
Closely 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.
- 6.2 Switzerland  
The territory of Switzerland for the purpose of insurance cover includes Switzerland and the Principality of Liechtenstein.
- 6.3 Journey or trip  
A journey or a trip 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.
- 6.4 Accommodation  
Accommodation is for example considered to be a holiday apartment or a hotel room. The accommodation must be booked in connection with a journey as defined in section I 6.3.
- 6.5 Further training  
Further training is for example considered to be a course or further education. The maximum duration of further training for the purposes of these GTC is a total of three years.
- 6.6 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.
- 6.7 Public transport  
Public transport is any means of transport running regularly according to a timetable and requiring a travel ticket. Taxis, rental cars and aeroplanes do not count as public transport.
- 6.8 Serious illness / serious accident  
Illness or accidents are considered serious if they result in a temporary or permanent inability to work or an inability to travel or to participate.
- 6.9 Epidemic  
A contagious disease recognized by the World Health Organization (WHO) or an official government authority in the insured person's country of residence or trip destination.
- 6.10 Pandemic  
An epidemic that is recognized as a pandemic by the World Health Organization (WHO) or an official government authority in the insured person's country of residence or trip destination.
- 6.11 Quarantine  
Mandatory confinement (including ordered isolation), intended to stop the spread of a contagious disease to which the insured person or a closely related travelling companion has been exposed.
- 6.12 Personal accident  
An accident is the sudden, unintended detrimental outcome of an unusual external factor on the human body.

6.13	<b>Motor vehicle accident</b> 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.
6.14	<b>Breakdown</b> A breakdown means any sudden and unforeseen failure of the insured vehicle as a result of an electrical or mechanical defect that makes it impossible to continue the journey or that means continuing the 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.
6.15	<b>Natural catastrophe</b> 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.
6.16	<b>Natural hazards</b> 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 hazards.
6.17	<b>Official instruction</b> An official instruction is a public directive issued by an authority (at federal, canton or municipal level) for the attention of a natural person or legal entity, to behave (by way of action, tolerance or forbearance) in a specific manner. This includes, for example, airport/airspace closures, roadblocks, quarantine measures, police measures and decrees etc.
<hr/>	
7	<b>Multiple insurance and claims against third parties</b>
7.1	In the event of (voluntary or mandatory) multiple insurance, Allianz Travel provides its 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.
7.2	If an insured person is entitled to benefits under any other (voluntary or mandatory) insurance contract, 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.
7.3	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.
7.4	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.
<hr/>	
8	<b>Limitation period</b>
	Claims under the insurance contract expire five years after the occurrence of the event giving rise to the obligation to pay benefits.
<hr/>	
9	<b>Place of jurisdiction and applicable law</b>
9.1	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.
9.2	The Swiss Insurance Contract Act (ICA) applies in addition to these provisions.
<hr/>	
10	<b>Hierarchy of regulations</b>
10.1	The Special provisions for the insurance component take precedence over the Common provisions to the insurance component.
10.2	In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any doubt exists.
<hr/>	
11	<b>Contact address</b>
	Allianz Travel Richtiplatz 1 P.O. Box CH-8304 Wallisellen info.ch@allianz.com

## II Special provisions for the insurance component

### A Cancellation, delayed start, premature termination or interruption

1	<b>Insured amount</b>
	The insured amount is specified in the insurance policy.
<hr/>	
2	<b>Temporal scope</b>
	Insurance cover starts on the day the insurance policy is issued and ends with the end date of the booking of the insured accommodation or the insured further training.
<hr/>	
3	<b>Insured events</b>
3.1	<b>Serious illness, serious accident, death, complications of pregnancy</b>
3.1.1	Serious illness (including being diagnosed with an epidemic or a pandemic disease such as e. g. COVID-19), serious accident, complications of pregnancy or the death of one of the following persons, provided the event concerned has occurred after the relevant booking of the accommodation or further training was made or insurance was taken out: <ul style="list-style-type: none"> <li>– the insured person;</li> <li>– a person closely related to the insured person;</li> <li>– the deputy at work, provided the insured person's presence is indispensable.</li> </ul> <p>If a number of insured persons have booked the same accommodation or the same further training, it can be cancelled, delayedly started, prematurely terminated or interrupted for a maximum of six persons if an accompanying insured person, who has booked the same accommodation or further training, cancels, delayedly starts, prematurely terminates or interrupts the insured service due to one of the above events.</p>
3.1.2	For mental illness, insurance cover only applies if <ul style="list-style-type: none"> <li>– a psychiatrist confirms an inability to work and travel or participate and</li> <li>– the inability to work is documented by a certificate of absence supplied by the employer.</li> </ul>
3.1.3	Chronic illness is only covered by the insurance if the booked accommodation or further training has to be cancelled, started delayed, prematurely terminated or interrupted due to a medically documented, unexpected, acute deterioration. Cover is contingent on the person being able to travel or participate at time of booking of the accommodation or further training or taking out the insurance and demonstrably being in a stable state of health.
3.2	<b>Pregnancy</b> In the event of the insured or a closely related accompanying person becoming pregnant, insurance cover only applies if this occurred after the accommodation or further training was booked or the insurance was taken out and the date of the return journey or end date of the further training is after the 24 <sup>th</sup> week of pregnancy or if the pregnancy occurred subsequent to booking the accommodation or further training or concluding the insurance and a vaccination was required for the destination, which would pose a risk to the unborn child.
3.3	<b>Quarantine</b> If the insured person or a closely related travelling companion is quarantined before or during their trip or further training by order or other requirement of a government or public authority, based on their suspicion that the insured person or a closely related travelling companion, specifically, has been exposed to a contagious disease (including an epidemic or a pandemic disease such as e. g. COVID-19). This does not include any quarantine that applies generally or broadly to some or all of a population or geographical area, or that applies based on where the person is travelling to, from or through.
3.4	<b>Damage to property at the place of residence</b> If the insured person's property is seriously damaged at his/her place of residence due to theft, fire, water or natural hazards and he/she has to be present at home as a result.
3.5	<b>Delay or lack of public transport for the outward journey</b> If it is not possible to move into the booked accommodation or the further training cannot be attended due to the delay or cancellation of the public transport used for the outward journey to the starting point.
3.6	<b>Failure of vehicle on the outward journey as a result of breakdown or accident</b> If the private vehicle or taxi used for the outward journey to the starting point becomes unusable due to a breakdown or accident during the actual journey. Problems with keys and fuel are not insured.
3.7	<b>Strike</b> If a strike (excluding strikes by the travel company or its service providers) makes the trip impossible.

- 3.8 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.
- 3.9 Natural catastrophe  
If a natural catastrophe at the destination places the insured person's life in danger.
- 3.10 Unemployment / unexpected assumption of employment  
If the insured person has unexpectedly taken up employment within the 30 days prior to the start of the insured service or if the unexpected assumption of employment occurs during the time of the trip or further training, or if the insured person, through no fault of his/her own, has his/her employment terminated within the 30 days prior to the start of the insured service.
- 3.11 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 or further training.
- 3.12 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.

#### 4 Insured benefits

---

- 4.1 Cancellation costs  
If the insured person cancels the contract with the travel company due to an insured event, Allianz Travel will pay the contractual cancellation costs for accommodation or further training owed up to the agreed insured amount. Any costs invoiced to the insured person for rebooking services prior to the cancellation will only be assumed if the rebooking is due to an insured event as defined under section II A 3. There is no compensation for costs, fees or credit reductions resulting from the loss or forfeiture of prize awards or other rights of use (time-sharing etc.).
- 4.2 Delayed start, premature termination or interruption  
If the insured person starts delayed, prematurely terminates or interrupts the insured service due to an insured event, instead of paying the cancellation costs, Allianz Travel will pay (up to the amount equivalent to the cancellation costs):
- the costs for the unused part of the accommodation or further training, pro rata to the insured price of the reservation (without transport costs); the arrival day or start day is considered as a used day.
- Commencement is deemed to be the occupation of the insured accommodation or the start of the insured further training.
- 4.3 Expenses incurred for disproportionate or recurrent handling charges or insurance premiums are not reimbursed.

#### 5 Non-insured events and benefits (in addition to section I 3)

---

- 5.1 If an illness or the consequences of an accident, an operation or a medical intervention had already occurred by the time the accommodation or further training was booked or the insurance was concluded and have failed to heal by the start of the insured service. If convalescence from an operation/medical intervention, which was already planned at the time the accommodation or further training was booked or the insurance was concluded but only performed afterwards, is not complete by the start of the insured service.
- 5.2 If an event listed under section II A 3.1 and II A 3.2 was not immediately diagnosed by a doctor and documented by a doctor's report at the time of occurrence.
- 5.3 If the travel company cannot provide contractually agreed services or is unable to do so in full, cancels the insured service or would have to cancel it due to specific circumstances. Specific circumstances necessitating cancellation of the insured service include (inter alia) recommendations by the Federal Department of Foreign Affairs not to travel to the area in question.
- 5.4 If official instructions render the planned completion of the booked service impossible, except as expressly covered under section II A 3.3.
- 5.5 Cancellation costs are not insured if the cancellation, delayed start, premature termination or interruption depending on circumstances, arises from a psychological reaction to a health hazard, act of terror, aircraft accident or natural catastrophe or due to fear of civil unrest, acts of war, acts of terror or aviophobia (fear of flying).
- 5.6 If the insured person has travelled against advice in connection with an epidemic/pandemic of their home country's government or of local authority at their trip destination.

#### 6 Duties in the event of a claim (in addition to section I 4)

---

- 6.1 In order to claim Allianz Travel benefits, the insured or entitled person must immediately cancel the service booked with the travel company or accommodation provider on occurrence of the insured event.
- 6.2 In the event of a claim, Allianz Travel must be sent the following documents in writing (see section I 11):
- claims forms are available on our website: [www.allianz-travel.ch/claims](http://www.allianz-travel.ch/claims)
  - proof of insurance or copy of the policy;
  - invoice of cancellation costs or proof for the costs of any unused part of the insured service;
  - booking confirmation;
  - documents and/or official attestations documenting the occurrence of the loss event (e.g. detailed medical certificate with diagnosis, employer attestation, police report etc.).

# Allianz Travel

## **Allianz Travel**

Richtplatz 1

CH-8304 Wallisellen

Tel. +41 44 283 32 22

Fax +41 44 283 33 83

[info.ch@allianz.com](mailto:info.ch@allianz.com)

[www.allianz-travel.ch](http://www.allianz-travel.ch)