

# General terms and conditions of insurance Secure Travel Cancellation

Travel cancellation insurance



## COVERAGE SUMMARY

Coverage	When it applies	Maximum benefit per event
<b>Trip cancellation</b> (Indemnity insurance)	<i>You have to cancel your trip before you depart.</i>	in accordance with insurance policy
<b>Services during your trip</b>	<i>You need telephone assistance during your trip.</i>	no assumption of costs

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 Travel Cancellation

Below you will find the General terms and conditions (GTC) of your *insurance contract*. 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 travel 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 travel *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.

<b>Accident</b>	An unexpected and unintended external event that causes <i>injury</i> , property damage, or both.
<b>Accommodation</b>	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.
<b>Adoption proceeding</b>	A mandatory legal proceeding or other meeting required by law to be attended by <i>you</i> as a prospective adoptive parent(s) in order to legally adopt a minor child.
<b>Baggage</b>	Personal property <i>you</i> take with <i>you</i> or acquire on <i>your trip</i> .
<b>Climbing sports</b>	An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.
<b>Cohabitant</b>	A person <i>you</i> currently live with and who is at least 18 years old.
<b>Computer system</b>	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.
<b>Covered reason</b>	The specifically named situations or events for which <i>you</i> are covered under this <i>insurance contract</i> .
<b>Cyber risk</b>	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 style="list-style-type: none"> <li>1. 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>2. Any error or omission involving access to, or the processing, use, or operation of any computer system;</li> <li>3. Any partial or total unavailability or failure to access, process, use, or operate any computer system; or</li> <li>4. 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>
<b>Departure date</b>	The originally scheduled date that <i>you</i> have selected to begin travel as shown on <i>your trip itinerary</i> and in <i>your insurance policy</i> .
<b>Doctor</b>	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , a <i>travelling companion</i> , <i>your family member</i> , a <i>travelling companion's family member</i> , or the sick or <i>injured person's family member</i> or someone else who directly benefits from <i>your claim</i> .
<b>Epidemic</b>	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.
<b>Europe</b>	<i>Europe</i> 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.
<b>Family member</b>	<i>Your</i> : <ol style="list-style-type: none"> <li>1. Spouse (by marriage, registered partnership or domestic partnership);</li> <li>2. <i>Cohabitants</i>;</li> <li>3. Parents and stepparents;</li> <li>4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>5. Siblings;</li> <li>6. Grandparents and grandchildren;</li> <li>7. The following relatives of <i>your</i> spouse: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>8. Aunts, uncles, nieces, and nephews;</li> <li>9. Legal guardians and wards; and</li> <li>10. Au-pairs.</li> </ol>
<b>First responder</b>	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.
<b>High-altitude activity</b>	An activity that includes, or is intended to include, going above 4,500 meters in elevation, other than as a passenger in a commercial aircraft.
<b>Hospital</b>	An acute care facility that has a primary function of diagnosing and treating sick and <i>injured</i> people under the supervision of <i>doctors</i> . It must: <ol style="list-style-type: none"> <li>1. Be primarily engaged in providing inpatient diagnostic and therapeutic services;</li> <li>2. Have organized departments of medicine and major surgery; and</li> <li>3. Be licensed where required.</li> </ol>
<b>Illegal act</b>	An act that violates law where it is committed.
<b>Injury</b>	Physical bodily harm.

<b>Insurance contract</b>	The travel insurance coverage purchased. The <i>insurance contract</i> 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.
<b>Local public transportation</b>	Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, trams, subway, ferry, taxi, for-hire driver, or other such carriers) that transport <i>you</i> or a <i>travelling companion</i> for a fee less than 150 kilometres.
<b>Mechanical breakdown</b>	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).
<b>Natural disaster</b>	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.
<b>Pandemic</b>	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.
<b>Political risk</b>	Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government: <ul style="list-style-type: none"> <li>- Nationalization;</li> <li>- Confiscation;</li> <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>
<b>Pre-existing medical condition</b>	<i>Injuries</i> and illnesses that have already occurred prior to the insurance purchase, the <i>trip</i> purchase or the start of the <i>trip</i> , 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 <i>pre-existing medical condition</i> if no complications, deteriorations or relapses have occurred within 120 days prior to the insurance purchase, the <i>trip</i> purchase or the start of the <i>trip</i> .
<b>Primary residence</b>	Your permanent, fixed home address for legal and tax purposes.
<b>Quarantine</b>	Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which <i>you</i> are booked to travel during <i>your trip</i> , which is intended to stop the spread of a contagious disease to which <i>you</i> or a <i>travelling companion</i> has been exposed.
<b>Refund</b>	Cash, credit, or a voucher for future travel that <i>you</i> are eligible to receive from a <i>travel supplier</i> , or any credit, recovery, or reimbursement <i>you</i> are eligible to receive from <i>your</i> employer, another insurance company, a credit card issuer, or any other entity.
<b>Service animal</b>	Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered <i>service animals</i> . The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.
<b>Severe weather</b>	Extraordinary hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, hailstorms, fog, rainstorms, snow storms, or ice storms.
<b>Terrorist event</b>	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.
<b>Traffic accident</b>	An unexpected and unintended traffic-related event, other than <i>mechanical breakdown</i> , that causes <i>injury</i> , property damage, or both.
<b>Travel carrier</b>	A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include: <ol style="list-style-type: none"> <li>1. Rental vehicle companies;</li> <li>2. Private or non-commercial transportation carriers;</li> <li>3. Chartered transportation, except for group transportation chartered by <i>your</i> tour operator; or</li> <li>4. <i>Local public transportation</i>.</li> </ol>
<b>Travel supplier</b>	A travel agent, tour operator, <i>travel carrier</i> , cruise line, hotel, or other travel service provider.

<b>Travelling companion</b>	A person or <i>service animal</i> travelling with <i>you</i> or travelling to accompany <i>you</i> on <i>your trip</i> . A group or tour leader is not considered a <i>travelling companion</i> unless <i>you</i> are sharing the same room with the group or tour leader.
<b>Trip</b>	<i>Your</i> travel to, within, and/or from a location away from <i>your primary residence</i> . It cannot include travel with the intent to receive health care or medical treatment of any kind, or moving, or commuting to and from work, and it cannot last longer than 120 days.
<b>Uninhabitable</b>	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.
<b>We, Us, or Our</b>	The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.
<b>You or Your</b>	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 *departure date*.

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

Except for one-way and same-day return *trips*, the *departure date* and return date that *you* provided at time of purchase are counted as two separate days of travel when *we* calculate the duration of *your trip*.

*Your insurance contract* ends on the coverage end date listed in *your* insurance policy. However, there are situations where *your insurance contract* may end on a different date. If *your insurance contract* was purchased with a one-way booking, *your* coverage end date will be the scheduled return date for *your trip*, as shown on *your* travel documents (not exceeding 120 days from the *departure date* shown on *your* travel documents). Additionally, *your insurance contract* will end on the earliest of:

1. At 23:59 on the day *you* file a trip cancellation claim with *us*;
2. At 23:59 on the day *you* end *your trip*, if *you* end *your trip* early;
3. At 23:59 on the day *you* arrive at a medical facility for further care if *you* end *your trip* due to a medical reason; or
4. At 23:59 on the 120<sup>th</sup> day of the *trip*.

However, if *your* return travel is delayed due to a *covered reason*, *we* will extend *your* coverage period until the earlier of when *you* are able to return to *your* point of origin or *primary residence*, or until *you* arrive at a medical facility for further care following a medical repatriation or *trip* interruption.

Please note that this *insurance contract* applies for a specific *trip* and 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. Trip cancellation

If *your trip* is cancelled or rescheduled for a *covered reason* listed below, *we* will reimburse *you* for *your* non-refundable trip payments, deposits, cancellation fees and change fees to rebook *your* transportation (less available *refunds*), up to the maximum benefit for «Trip cancellation» coverage listed in *your* Coverage summary. Please note that this coverage only applies before *your* first use of the *trip's* pre-paid arrangements (e.g. transportation or accommodations).

Also, if *you* prepaid for shared accommodations and *your travelling companion* cancels their *trip* due to one or more of the *covered reasons* listed below, *we* will reimburse any additional accommodation fees *you* are required to pay.

**IMPORTANT:** *You* must notify all of *your travel suppliers* within 48 hours of discovering that *you* will need to cancel *your trip*. If *you* notify any *travel suppliers* later than that and get a smaller *refund* as a result, *we* will not cover the difference. If a serious illness, *injury*, or medical condition prevents *you* from being able to notify *your travel suppliers* within that 48-hour period, *you* must notify them as soon as *you* are able.

#### Covered reasons:

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

The following condition applies:

- a. A *doctor* advises *you* or a *travelling companion* to cancel *your trip* before *you* cancel it.
2. A *family member* who is not travelling with *you* 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 *travelling companion*, *family member* or *your service animal* dies on or after *your insurance contract's* coverage effective date and before *your trip*.
4. *You* or a *travelling companion* is *quarantined* before *your trip* due to having been exposed to:
  - a. A contagious disease other than an *epidemic* or *pandemic*; or
  - b. An *epidemic* or *pandemic*, but only when the following conditions are met:
    - i. The *quarantine* is specific to *you* or a *travelling companion*, meaning that *you* or a *travelling companion* must be specifically and individually designated by name in an order or directive to be placed in *quarantine* due to an *epidemic* or *pandemic*; and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel, or (b) based on to, from, or through where the person is travelling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *travelling companion* by name to be *quarantined*.
5. *You* or a *travelling companion* is in a *traffic accident* on the *departure date*.

One of the following conditions must apply:

- a. *You* or a *travelling companion* need medical attention; or
  - b. *Your* or a *travelling companion's* vehicle needs to be repaired because it is not safe to operate.
6. *You* are legally required to attend a legal proceeding during *your trip*.

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.
7. *Your primary residence* becomes *uninhabitable*.
  8. *Your travel carrier* cannot get *you* to *your* original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:
    - A. A *natural disaster*;
    - B. *Severe weather*;
    - C. Strike, unless threatened or announced prior to the purchase of *your insurance contract*; or
    - D. Government-mandated shutdown of airline or train operations. This does not include travel alerts/bulletins or prohibitions by any government or public authority.

However, if *you* can get to *your* original destination another way, *we* will reimburse *you* for the following, up to the maximum benefit for «Trip cancellation» coverage listed in *your* Coverage summary:

- i. The necessary cost of the alternative transportation, less available *refunds*; and
- ii. The cost of any lost prepaid *accommodations* caused by *your* delayed arrival, less available *refunds*.

The following conditions apply:

- a. Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel carrier*.
  - b. Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your insurance contract*.
9. *You* or a *travelling 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 travelling companion's* fault;
  - b. The employment must have been permanent; and
  - c. The employment must have been for at least three continuous months.
10. *You* or a *travelling companion* secures permanent, paid employment after *your insurance contract's* purchase date, that requires presence at work during the originally scheduled *trip* dates.
  11. *You* or a *travelling companion's primary residence* is permanently relocated by at least 150 kilometres due to a transfer by *your* or a *travelling companion's* current employer. This *covered reason* includes relocation due to transfer by *your* spouse's current employer.
  12. *You* or a *travelling 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 during the originally scheduled *trip* dates.
  13. *You* or a *travelling companion* receive a legal notice to attend an *adoption proceeding* during *your* trip.
  14. *You*, a *travelling companion* or a *family member* serving in the armed forces or the civil defence are mobilised, except because of war.



15. *You* or a *travelling companion* is medically unable to receive an immunization required for entry into a destination.
16. *Your* or *travel companion's* travel documents required for the *trip* are stolen.

The following condition applies:

- a. *You* must provide evidence of *your* efforts to obtain replacement documents that would allow you to keep the originally scheduled *trip* dates.

17. A *terrorist event* happens within 30 days of *your departure date* within 100 kilometres of any city *you* are travelling to during *your trip*, as indicated on *your* original itinerary.

The following condition applies:

- a. A *terrorist event* must not have occurred within 40 kilometres of that city any time in the 30 days prior to *your insurance contract's* coverage effective date.

## B. Service during your trip

If *you* need services during *your trip*, we are available 24 hours a day. With *our* global reach and multi-lingual staff, we are available at the following number:

Phone +41 44 202 00 00

### Finding hospitals abroad

If *you* need care from a medical facility while *you* are traveling, we can assist *you* in finding one. In the event of communication problems, we will provide translation support.

### Advisory service for problems during the trip

We will advise *you* in relation to minor medical and everyday problems during the *trip*.

## 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 *travelling 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;
4. Normal, complication-free pregnancy or childbirth;
5. Fertility treatments or elective abortion;
6. Phobias;
7. 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. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
10. Participating in or training for any professional or semi-professional sporting competition;
11. Participating in extreme, high-risk sports and activities in general and the following activities in particular:
  - a. Skydiving, BASE jumping, hang gliding, or parachuting;
  - b. Bungee jumping;
  - c. Caving, rappelling, or spelunking;
  - d. Skiing or snowboarding outside marked trails or in an area accessed by helicopter;
  - e. *Climbing sports* or free climbing;
  - f. Any *high-altitude activity*;
  - g. Personal combat or fighting sports;
  - h. Racing or practicing to race any motorized vehicle or watercraft or driving on race or training tracks;
  - i. Free diving; or
  - j. Scuba diving at a depth greater than 40 meters or without a dive master.
12. An *illegal act* resulting in a conviction, except when *you*, a *travelling companion*, or a *family member* is the victim of such act;
13. An *epidemic* or *pandemic*, except when an *epidemic* or *pandemic* is expressly referenced in and covered under «Trip cancellation» coverage;
14. *Natural disaster*, except as expressly covered under «Trip cancellation» coverage;
15. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
16. Nuclear reaction, radiation, or radioactive contamination;
17. War (declared or undeclared) or acts of war;
18. Military duty, except as expressly covered under «Trip cancellation» coverage;
19. Civil disorder or unrest;
20. *Terrorist events*, except when *terrorist events* are expressly referenced in and covered under «Trip cancellation» coverage;
21. *Political risk*;
22. *Cyber risk*;

23. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under «Trip cancellation» coverage;
24. Any travel supplier's complete cessation of operations due to financial condition, with or without filing for bankruptcy;
25. Travel supplier restrictions on any baggage, including medical supplies and equipment;
26. Ordinary wear and tear or defective materials or workmanship;
27. An act of gross negligence by you or a travelling companion;
28. Your intent to receive health care or medical treatment of any kind while on your trip; or
29. Travel against the orders or advice of any government or other public authority.

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.

**IMPORTANT:** You are not eligible for reimbursement under any coverage if:

1. Your travel carrier tickets do not show travel date(s); or
2. The travel dates in your insurance policy do not represent your actual travel dates.

## 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](http://www.allianz-protection.com).

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

#### Trip cancellation

- proof of insurance or copy of the insurance policy;
- cancellation fee invoice;
- 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 world wide 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

1. 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 doubt exists.



**Contact address**

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