

General terms and conditions of insurance Secure Trip Premium

Annual travel insurance



COVERAGE SUMMARY

Coverage	When it applies	Maximum benefit per event
Trip cancellation (Indemnity insurance)	<i>You have to cancel your trip before you depart.</i>	in accordance with insurance policy
Trip interruption (Indemnity insurance)	<i>Your travel plans are interrupted while you are on your trip.</i> Maximum sublimit for: Unused benefits – maximum benefit of the «Trip cancellation» coverage Extended stay – CHF 150 per person and day for 10 days	unlimited
Travel delay (Indemnity insurance)	<i>Your travel plans are delayed while you are on your trip.</i> Minimum required delay – 3 hours	CHF 2,000
Medical costs abroad (Indemnity insurance)	<i>You have to pay for emergency medical or dental treatment while on your trip.</i> Dental care maximum sublimit – CHF 3,000 per event	CHF 1,000,000
Emergency medical assistance (Indemnity insurance)	<i>Transportation is needed following a medical emergency while on your trip.</i> Transport to bedside maximum sublimit – CHF 5,000 per event Search and rescue maximum sublimit – CHF 30,000 per event	unlimited
Collision Damage Waiver (CDW) (Indemnity insurance)	<i>You are charged an excess by your rental car company if your rental car is damaged or stolen while on your trip.</i>	CHF 10,000
Cash and bank account protection (Indemnity insurance)	<i>You suffer from financial losses due to theft or loss of payment means.</i>	CHF 2,000
Breakdown and accident assistance (Indemnity insurance)	<i>You have a mechanical breakdown or vehicle accident and your vehicle needs to be repaired or towed to a repair facility.</i> The sum insured is limited for some benefits.	unlimited
Legal protection (Indemnity insurance)	Legal protection benefits in conjunction with trips outside Switzerland and the Principality of Liechtenstein.	Europe CHF 250,000 World CHF 50,000
Services during your trip	<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. The insurer for the «Legal protection» insurance components is CAP Legal Protection Insurance Company Ltd. based at Neue Winterthurerstrasse 88, 8304 Wallisellen.

About this insurance contract Secure Trip Premium

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.

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.

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 adoptive parent(s) in order to legally adopt a minor child.
Baggage	Personal property <i>you</i> take with <i>you</i> or acquire on <i>your trip</i> .
Climbing sports	An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.
Cohabitant	A person <i>you</i> 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 <i>you</i> are covered under this <i>insurance contract</i> .
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 style="list-style-type: none">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;2. Any error or omission involving access to, or the processing, use, or operation of any computer system;3. Any partial or total unavailability or failure to access, process, use, or operate any computer system; or

	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.
Departure date	The originally scheduled date that <i>you</i> have selected to begin travel as shown on <i>your</i> trip itinerary.
Doctor	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</i> 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	<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.
Family member	<p><i>Your:</i></p> <ol style="list-style-type: none"> 1. Spouse (by marriage, registered partnership or domestic partnership); 2. <i>Cohabitants</i>; 3. Parents and stepparents; 4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process; 5. Siblings; 6. Grandparents and grandchildren; 7. The following relatives of <i>your</i> spouse: mother, father, son, daughter, brother, sister, and grandparent; 8. Aunts, uncles, nieces, and nephews; 9. Legal guardians and wards; and 10. Au-pairs.
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.
High-altitude activity	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.
Hospital	<p>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:</p> <ol style="list-style-type: none"> 1. Be primarily engaged in providing inpatient diagnostic and therapeutic services; 2. Have organized departments of medicine and major surgery; and 3. Be licensed where required.
Illegal act	An act that violates law where it is committed.
Immobilisation	Any event causing the insured vehicle to be impossible to drive or no longer permissible on public roads.
Injury	Physical bodily harm.
Insurance contract	The annual 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.
Local public transportation	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.
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).
Medical escort	A professional person contracted by <i>our</i> emergency call centre to accompany an ill or <i>injured</i> person while they are being transported. A <i>medical escort</i> is trained to provide medical care to the person being transported. This cannot be a friend, <i>travelling companion</i> , or <i>family member</i> .
Medically necessary	Treatment that is required for <i>your</i> illness, <i>injury</i> , or medical condition, consistent with <i>your</i> symptoms to prevent further physical harm. Such treatment must meet the standards of good medical practice and is not for <i>your</i> or the provider's convenience.
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	<p>Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government:</p> <ul style="list-style-type: none"> - Nationalization; - Confiscation; - Expropriation (including Selective Discrimination and Forced Abandonment); - Deprivation; - Requisition;

- Revolution;
- Rebellion;
- Insurrection;
- Civil commotion assuming to proportion of or amounting to an uprising; and
- Military and usurped power.

Pre-existing medical condition	<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> .
Primary residence	<i>Your</i> permanent, fixed home address for legal and tax purposes.
Quarantine	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.
Reasonable costs	The amount usually charged for a specific service in a particular geographic area. The charges must be appropriate to the availability and complexity of the service, the availability of needed parts/materials/supplies/equipment, and the availability of appropriately-skilled and licensed service providers. For transportation, <i>reasonable costs</i> are those charged by a commercial transportation carrier for the same class of service that was originally booked.
Refund	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.
Rental car	An automobile or other vehicle designed for use on public roads that <i>you</i> have rented for the period of time shown in a <i>rental car agreement</i> for use on <i>your trip</i> .
Rental car agreement	The contract issued to <i>you</i> by the rental car company that describes all of the terms and conditions of renting a <i>rental car</i> , including <i>your</i> responsibilities and the responsibilities of the rental car company.
Service animal	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.
Severe weather	Extraordinary hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, hailstorms, fog, rainstorms, snow storms, or ice storms.
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.
Travel carrier	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"> 1. Rental vehicle companies; 2. Private or non-commercial transportation carriers; 3. Chartered transportation, except for group transportation chartered by <i>your</i> tour operator; or 4. <i>Local public transportation</i>.
Travel supplier	A travel agent, tour operator, <i>travel carrier</i> , cruise line, hotel, or other travel service provider.
Travelling companion	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.
Trip	<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 1 year.
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.
Vehicle accident	Any sudden unforeseen and involuntary event, collision, impact against a fixed or moving object or crash which results in the immobilisation of the vehicle.
We, Us, or Our	The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland) based at Richtiplatz 1, 8304 Wallisellen.

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.

This insurance contract applies for one year from the inception date given in the insurance policy. Subject to a transfer of the place of residence abroad, it is extended automatically by a year every year, provided neither the policyholder nor we do issue notice in text form (e.g. letter, e-mail) three months in advance of the insurance expiry date.

If the policyholder transfers his residence abroad during the contract term, the insurance contract will lapse on the expiry date following the transfer of residence. From the date of changing residence, the insurance cover only applies for trips booked in Switzerland until the insurance expiry date.

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 that happens after your trip's purchase date, 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 you have left for your trip.

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 prior to the trip's purchase date; 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. Trip interruption

Unused benefits

If *you* have to end *your trip* early due to one or more of the *covered reasons* listed below, *we* will reimburse *you*, less available *refunds*, up to the maximum benefit for «Unused benefits» coverage listed in *your* Coverage summary, for the prorated portion of *your* insured unused non-refundable *trip* payments and deposits.

IMPORTANT: *You must notify all of your travel suppliers within 48 hours of discovering that you will need to end 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.*

NOTE: We will not reimburse you for the unused non-refundable portion of your original ticket under «Unused benefits» coverage if we have paid or reimbursed you for the new return *travel carrier* ticket to your *primary residence* under «Early return» coverage.

Early return

If you have to end your *trip* early due to one or more of the *covered reasons* listed below, we will assist you in securing and will pay or reimburse you for, less available *refunds*, the *reasonable cost* of new return *travel carrier* ticket to your *primary residence*.

The following condition applies:

- a. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

NOTE: We will not pay or reimburse you for the new return *travel carrier* ticket to your *primary residence* under «Early return» coverage if we have reimbursed you for the unused non-refundable portion of your original ticket under «unused benefits» coverage.

Trip continuation

If you have to interrupt your *trip* due to one or more of the *covered reasons* listed below, we will assist you in securing transportation arrangements necessary to continue your *trip* and:

- i. pay or reimburse you for, less available *refunds*, *reasonable cost* for the necessary transportation expenses you incur to continue your *trip*;
- ii. Reimburse you for additional accommodation fees you are required to pay, less available *refunds*, if you prepaid for shared *accommodations* and your *travelling companion* has to end their *trip*.

The following condition applies:

- a. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

Extended stay

If you have to interrupt your *trip* due to one or more of the *covered reasons* listed below and the interruption causes you to stay at your destination (or the location of the interruption) longer than originally planned, we will reimburse you, less available *refunds*, up to the maximum benefit for «Extended stay» coverage listed in your Coverage summary, for additional *accommodation* and transportation expenses:

Covered reasons:

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

The following conditions apply:

- a. A *doctor* must either examine or consult with you or the *travelling companion* before you make a decision to interrupt or extend the *trip*.
- b. You must not have travelled against your home country's government advice or against local authority advice at your *trip* destination.

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*, a *family member* or your *service animal* dies during your *trip*.

4. You or a *travelling companion* is *quarantined* during 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*.

One of the following conditions must apply:

- a. You or a *travelling companion* needs medical attention; or
- b. The 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 prior to the trip's purchase date; 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 interruption» coverage listed in your Coverage summary:

- i. The necessary cost of alternate 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 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.
 10. You or a travelling companion is a traveller on a hijacked aircraft, train, vehicle, or vessel.
 11. You, a travelling companion or a family member serving in the armed forces or the civil defence are mobilised, except because of war.
 12. You miss at least 50% of the length of your trip due to one of the following:
 - A. A travel carrier delay (this does not include a travel carrier's cancellation prior to your departure date);
 - B. A strike, unless threatened or announced prior to the purchase of your insurance contract or prior to the trip's purchase date;
 - C. A natural disaster;
 - D. Roads are closed or impassable due to severe weather;
 - E. Lost or stolen travel documents that are required and cannot be replaced in time for continuation of your trip;
 - You must provide evidence of your efforts to obtain replacement documents.
 - F. Civil disorder.
 13. A travel carrier denies you or a travelling companion boarding based on a suspicion that you or a travelling companion has a contagious medical condition (including an epidemic or pandemic disease). This does not include your refusal or failure to comply with rules or requirements to travel or of entry to your destination.
 14. A terrorist event happens within 100 kilometres of any city you are travelling to during your trip, as indicated on your original itinerary from your travel supplier.
- 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.

C. Travel delay

If you or a travelling companion's trip is delayed for one of the covered reasons listed below, we will reimburse you for the following expenses, less available *refunds*, up to the maximum benefit shown in your Coverage summary for «Travel delay» coverage:

- i. Your lost prepaid trip expenses and additional expenses you incur while and where you are delayed for meals, accommodation, communication, and local transportation.
- ii. If the delay causes you to miss the departure of your cruise or tour, reasonable costs of transportation to either help you rejoin your cruise/tour or reach your destination.
- iii. If the delay of local public transportation on your way to the departure airport or train station causes you to miss the departure of your flight or train, reasonable costs of transportation to either help you reach your destination or return home.

NOTE: We will not reimburse you for any expenses that are your travel carrier's or travel supplier's responsibility.

The delay must be for at least the Minimum required delay listed under «Travel delay» coverage in your Coverage summary and due to one of the following covered reasons:

1. A travel carrier delay;
2. A strike, unless threatened or announced prior to the purchase of your insurance contract or prior to the trip's purchase date;
3. Quarantine during 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*.
- 4. A *natural disaster*;
- 5. Lost or stolen travel documents;
- 6. Hijacking, unless it is a *terrorist event*;
- 7. Civil disorder, unless it rises to the level of *political risk*;
- 8. A *traffic accident*; or
- 9. A *travel carrier* denies *you* or a *travelling companion* boarding based on a suspicion that *you* or a *travelling companion* has a contagious medical condition (including an *epidemic* or *pandemic* disease). This does not include *your* refusal or failure to comply with rules or requirements to travel or of entry to *your* destination.

D. Medical costs abroad

If *you* receive emergency medical or dental care while *you* are on *your trip* abroad for one of the following *covered reasons*, we will reimburse the *reasonable costs* of that care for which *you* are responsible, up to the maximum benefit listed for «Medical costs abroad» coverage in *your* Coverage summary (dental care is subject to the maximum sublimit listed for dental care):

1. While on *your trip* abroad, *you* have a sudden, unexpected illness, *injury*, or medical condition that could cause serious harm if it is not treated before *your* return home (including being diagnosed with an *epidemic* or *pandemic* disease).
2. While on *your trip* abroad, *you* have a dental *injury*, a lost filling, or a broken tooth that requires treatment.

If *you* need to be admitted to a *hospital* as an inpatient, we will provide a commitment to cover costs under this *insurance contract* and as a follow-up to the statutory social insurance system (health insurance, accident insurance etc.) and any supplementary insurances.

IMPORTANT: We provide benefits in the form of a follow-up insurance to accompany the statutory social insurance system offered in Switzerland (health insurance, accident insurance etc.) or any supplementary insurance for emergency hospitalisation and emergency outpatient treatment costs that these do not fully cover.

If no cover is provided by a Swiss health and/or accident insurer, we will cover 50% of the difference between the documented total costs of *hospital* and outpatient treatment and the costs assumed under the mandatory part of a Swiss health or accident insurance arrangement (although not exceeding the maximum benefit). Benefits shall be provided insofar as the costs were caused by illness or *accident*. Additional services are not provided in this case.

The following conditions and exclusions apply:

- a. The care must be *medically necessary* to treat an emergency condition, and such care must be provided by a *doctor*, dentist, *hospital*, or other provider authorized to practice medicine or dentistry.
- b. This coverage will not pay for any care provided after *your coverage ends*.
- c. This coverage will not pay for any care for any illness, *injury*, or medical condition that did not originate during *your trip* abroad;
- d. This coverage will not pay for non-emergency care or services in general and the following care and services in particular:
 1. Elective cosmetic surgery or care;
 2. Annual or routine exams;
 3. Long-term care;
 4. Allergy treatments (unless life threatening);
 5. Exams or care related to or loss of/damage to hearing aids, dentures, eyeglasses, and contact lenses;
 6. Physical therapy, rehabilitation, or palliative care (except as necessary to stabilize *you*);
 7. Experimental treatment; and
 8. Any other non-emergency medical or dental care.
- e. *You* must not have travelled against the orders or advice of any government or other public authority at any location to, from, or through which *you* are travelling on *your trip*.
- f. This coverage will not pay for any excess or deductible applied by statutory social insurance schemes (health insurance, accident insurance etc.) and any supplementary insurances.
- g. If repatriation is reasonable, further medical costs will be waived from this point onwards if *you* refuse repatriation.
- h. The «Medical costs abroad» coverage applies for *trips* throughout the entire world, with the exception of Switzerland, the Principality of Liechtenstein and the country where *you* have *your primary residence*.

E. Emergency medical assistance

IMPORTANT:

- If *your* emergency is immediate and life threatening, seek local emergency care at once.
- We are not, and shall not be deemed to be, a provider of medical or emergency services.
- We act in compliance with all national and international laws and regulation, and *our* services are subject to approvals by appropriate local authorities and active travel and regulatory restrictions.

Emergency evacuation (Transporting *you* to the nearest appropriate medical facility)

If *you* become seriously ill or *injured* or develop a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease) while on *your trip*, we will pay for local emergency transportation from the location of the initial incident to a local *doctor* or local medical facility. If we determine that the local medical facilities are unable to provide appropriate medical treatment:

1. *Our* emergency call centre will consult with the local *doctor* to obtain information necessary to make appropriate decisions regarding *your* overall medical condition;

2. We will identify the closest appropriate available *hospital* or other appropriate available facility, make arrangements to transport *you* there, and pay for that transport; and
3. We will arrange and pay for a *medical escort* if we determine one is necessary.

The following conditions apply to items 1, 2, and 3 above:

- a. *You* or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange;
- b. All decisions about *your* evacuation must be made by medical professionals licensed in the countries where they practice;
- c. *You* must comply with the decisions made by *our* emergency call centre. If *you* do not comply, *you* effectively relieve *us* from any responsibility and liability for the consequences of *your* decisions, and we reserve the right to not provide any benefits;
- d. One or more emergency transportation providers must be willing and able to transport *you* from *your* current location to the identified *hospital* or facility;
- e. *You* must not have travelled against the orders or advice of any government or other public authority at any location to, from, or through which *you* are travelling on *your trip*.

Medical repatriation (Getting *you* home after *you* receive care)

If *you* become seriously ill or *injured* or develop a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease) while on *your trip* and *our* emergency call centre confirms with the treating *doctor* that *you* are medically stable to travel, we will:

1. Arrange and pay for *you* to be transported via a commercial transportation carrier in the same class of service that *you* originally booked for the return leg of *your trip*, unless another class of service is *medically necessary*, less available *refunds* for unused tickets. The transportation will be to one of the following:
 - a. *Your primary residence*;
 - b. A location of *your* choice in *your* country of residence; or
 - c. A medical facility near *your primary residence* or in a location of *your* choice in *your* country of residence. In either case, the medical facility must be willing and able to accept *you* as a patient and must be approved by *our* emergency call centre as medically appropriate for *your* continued care.
2. Arrange and pay for a *medical escort* if *our* emergency call centre determines that one is necessary.

The following conditions apply:

- a. Special accommodations must be *medically necessary* for *your* transportation (for example, if more than one seat is *medically necessary* for *you* to travel).
- b. *You* or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange;
- c. All decisions about *your* repatriation must be made by medical professionals licensed in the countries where they practice;
- d. *You* must comply with the decisions made by *our* emergency call centre. If *you* do not comply, *you* effectively relieve *us* from any responsibility and liability for the consequences of *your* decisions, and we reserve the right to not provide any benefits;
- e. One or more emergency transportation providers must be willing and able to transport *you* from *your* current location to *your* chosen destination;
- f. *You* must not have travelled against the orders or advice of any government or other public authority at any location to, from, or through which *you* are travelling on *your trip*.

Transport to bedside (Bringing a friend or *family member* to *you*)

If *you* will be hospitalized for more than 72 hours or *your* condition is life-threatening during *your trip*, we will arrange and pay for round-trip transportation in economy class on a *travel carrier* for one friend or *family member* to stay with *you*.

The following condition applies:

- a. *You* or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange.

Return of dependents (Getting minors and dependents home)

If *you* die or if *you* will be hospitalized for more than 24 hours during *your trip*, we will arrange and pay to transport *your travelling companions* who are under the age of 18, or are dependents requiring *your* full-time supervision and care to one of the following:

1. *Your primary residence*; or
2. A location of *your* choice in *your* country of residence.

We will arrange and pay for an adult *family member* to accompany *your travelling companions* who are under the age of 18 or dependents requiring *your* full-time supervision and care, if we determine that it is necessary.

Transportation will be on a *travel carrier* in the same class of service that was originally booked. Available *refunds* for unused tickets will be deducted from the total amount payable.

The following conditions apply:

- a. This benefit is only available while *you* are hospitalized, or if *you* die, and if *you* do not have an adult *family member* travelling with *you* that is capable of caring for the *travelling companions* under the age of 18 or dependents;
- b. *You* or someone on *your* behalf must contact *us*, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements. We will not assume any responsibility for any transportation arrangements that we did not authorize or arrange.

Repatriation in case of death (Getting your remains home)

We will arrange and pay for the reasonable and necessary services and supplies to transport *your* remains from abroad to one of the following:

1. A funeral home near *your primary residence*; or
2. A funeral home located in *your* country of residence

The following conditions apply:

- a. A person legally authorized to represent *your* estate must contact *us*, and *we* must make all transportation arrangements in advance. If *we* did not authorize and arrange the transportation, *we* will only pay up to what *we* would have paid if *we* had made the arrangements. *We* will not assume any responsibility for any transportation arrangements that *we* did not authorize or arrange; and
- b. The death must occur while on *your trip*.

If a *family member* decides to make funeral, burial, or cremation arrangements for *you* at the location of *your* death, *we* will reimburse the necessary expenses up to the amount it would have cost *us* to transport *your* remains to a funeral home near *your primary residence*.

Search and rescue costs

We will pay the cost of search and rescue activities by a professional rescue team, up to the maximum benefit listed for «Search and rescue costs» coverage in *your* Coverage summary, if *you* are reported missing during *your trip* or have to be rescued from a physical emergency.

The following condition applies:

- a. The «Search and rescue costs» coverage applies for *trips* throughout the entire world, with the exception of Switzerland, the Principality of Liechtenstein and the country where *you* have *your primary residence*.

F. Collision Damage Waiver (CDW)

IMPORTANT: This coverage does not replace any vehicle coverage mandated by law, does not provide bodily injury and property damage liability insurance and does not comply with any financial responsibility law or any other law mandating motor vehicle coverage.

If *your rental car* is stolen or damaged during the scheduled rental period and while on *your trip*, *we* will pay *you* up to the maximum benefit listed for «Collision Damage Waiver (CDW)» coverage in *your* Coverage summary:

- i. The specified excess, deductible or damage liability fee *you* are liable to pay under *your rental car agreement*.

The following conditions apply:

- a. If the *rental car* is damaged while being operated, the driver at the time the damage occurs must be listed on the *rental car agreement*;
- b. *You* must file a report with the rental car company, either within 24 hours of the loss or damage or when *you* return the *rental car* (whichever comes first); and
- c. If the *rental car* is stolen, *you* must promptly notify the police.

Rental cars do not include:

1. Vehicles used for peer-to-peer car sharing;
2. Trucks or moving vans;
3. Campers, trailers, or recreational vehicles;
4. Motorcycles, motorbikes, snowmobiles, kit-cars, or all-terrain vehicles;
5. Vehicles when used off-road;
6. Vehicles that are more than ten years old;
7. Vehicles that seat more than nine persons, including the driver;
8. Vehicles that do not have to be licensed or are not legal where used;
9. Vehicles that are rented for commercial or for-hire purposes, including limousines; and
10. Vehicles that have a manufacturer's suggested retail price of more than CHF 200,000.

You are not covered for any loss that results directly or indirectly from any of the following specific exclusions:

1. Any obligation *you* assume under any agreement, (e.g. *you* pay for the car rental agency's supplemental insurance), except a collision or comprehensive deductible for *your* primary insurance;
2. Violating the *rental car agreement*;
3. Leases or rentals for 31 consecutive days or longer;
4. *Rental car's* loss of value; or
5. *Mechanical breakdown* or ordinary wear and tear.

G. Cash and bank account protection

During *your trip* abroad, *you* are covered for financial losses due to one of the following covered reasons:

1. If *your* credit, bank, post office or other debit card or customer card with a payment function is lost or stolen, *we* will reimburse *you* for the financial losses in the event of payment or withdrawal transactions carried out fraudulently by a third party using the lost or stolen card.

The following conditions apply:

- a. The fraudulent transactions must occur between the time of the loss or theft and the receipt by the bank of confirmation of the cancellation of your lost or stolen payment means.
- b. The guarantee applies only to cards belonging to *you*.

2. If cash withdrawn from *your* account at an ATM is stolen from you during a duly proven assault as well as during a burglary by breaking and entering at *your accommodation*, we will reimburse *you* for the withdrawn amount.

The following conditions apply:

- a. *You* must provide proof of the event (witness statement, police statement).
- b. The event must occur within four hours following the withdrawal of the cash.

The following exclusions apply:

1. *You* are not covered for any theft of cash other than that which was withdrawn with the card or from the bank account.
2. Losses which *you* only have to bear because:
 - *you* failed to meet the duty of disclosure to the account-holding financial institution, card contracting partner or provider of other payments systems (immediate notification on learning of the loss, theft, misuse or other unauthorised use);
 - *you* allowed the time period for reviewing and identifying an unauthorised payment to lapse without taking any action during that time.
3. Losses arising indirectly from misuse, e.g. lost profit or loss of interest.
4. Losses resulting from misuse of debit cards, credit or customer cards or PIN, TAN, other identification or legitimation data, a digital signature or genuine bearer securities or identity papers, which fell into the hands of a third party prior to making the application or which a third party had become aware of or which *you* had lost.

H. Breakdown and accident assistance

Geographical scope

The insurance protection applies exclusively to events in the following countries: Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus (Greek part), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (European part), the United Kingdom. Switzerland is understood to include the Principality of Liechtenstein. The insurance cover extends to transport by sea if the points of departure and destination are in the covered geographical area.

Insured vehicles

The motor vehicle driven by *you* while *you* are on *your trip* (cars and caravans up to 3.5 t plus motorbikes). Licensed camping trailers and motor homes are also covered.

NOTE: In order to claim *our* benefits, *you* or the entitled person must immediately inform *our* emergency call centre on occurrence of the insured event and obtain *our* agreement for any assistance measures or the assumption of associated costs. Our emergency call centre is available around the clock (conversations with *our* emergency call centre are recorded):

Phone +41 44 202 00 00

Covered reasons and benefits:

1. Roadside assistance / Towing / Recovery
If the vehicle is *immobilised* due to a *mechanical breakdown* or a *vehicle accident*, we will organise and assume the costs of roadside assistance where the event occurred or for the vehicle to be towed to a nearby and competent garage. The recovery costs following a *vehicle accident* (returning the vehicle to the road) are insured up to CHF 2,000.
2. Overnight stay / Return journey / Rental car
If the vehicle has been stolen or cannot be repaired at a suitable, nearby garage on the same day (or within 48 hours in another country, on the basis of an expert opinion), we will organise and pay for one of the following three benefits:
 - i. Accommodation
If the vehicle cannot be repaired on the same day or a continuation of the journey or return is not possible due to theft, we will organise and pay up to CHF 120 for each occupant to stay overnight in your country of residence or if abroad, up to CHF 120 per occupant per night up to a maximum of two nights.
 - ii. Return journey
Assumption of the costs of the return journey for all occupants to your place of residence by public transport (Switzerland: 1st class rail ticket/abroad: 1st class rail ticket or economy class flight ticket if the train journey exceeds six hours). If the return journey to your country of residence is by taxi, because there is no public transport, the resulting cost will be covered up to a maximum of CHF 300.
 - iii. Rental car
We will organise and pay for a rental car for a maximum of five days for the ongoing or return journey for events occurring abroad (up to a value of CHF 1,500). Fuel costs and other ancillary costs are not covered. *You* undertake to fulfil the contractual provisions of the car hire firm.
3. Taxi costs
If taxi costs are incurred in relation to an *insured event* as outlined under item 2., we will assume said costs for up to CHF 100 per event.
4. Return transport of a vehicle
If the vehicle cannot be repaired in *your* country of residence on the same day, or within 48 hours if abroad, we will organise and assume the costs of the return of the *immobilised* or recovered vehicle to the closest repair workshop at *your* place of residence. When transporting a vehicle from abroad, the transport costs will only be covered if they are lower than the current value of the vehicle following the event. If the vehicle is not returned to *your* country of residence, we will organise the disposal and assume the customs duty.
5. Unavailability of vehicle driver
If the driver becomes seriously ill, seriously *injured* or dies and no accompanying person is able to return the vehicle, we will organise and pay for the return journey for the other occupants as per item 2. ii. and the return of the vehicle to the workshop nearest to *your* place of residence.
6. Delivering spare parts when abroad

If the competent garage close by is unable to obtain the spare parts needed, we will organise and assume the costs for immediate delivery if possible. The costs of the spare parts are not covered.

The following exclusions apply:

1. If *our* emergency call centre has not agreed to the benefits in advance;
2. The benefits under items 2. up to 6. can only be claimed if the roadside assistance or towing under item 1. has already been organised by us;
3. Loss of or damage to the car key, using the wrong type of fuel or lack of fuel.
4. If the vehicle is in a condition that does not meet road traffic regulations at the time of the incident, or if maintenance work recommended by the manufacturer was not carried out;
5. *Mechanical breakdowns and vehicles accidents* occurring on non-public or non-official roads;
6. *Mechanical breakdowns and vehicles accidents* occurring on trips forbidden by law or by the authorities;
7. If it is a commercially used vehicle or rental car;
8. If the event was caused by vandalism or a natural event;
9. Losses to the vehicle and other cargo insofar as any associated costs;
10. The repair costs and spare parts;
11. We are not liable for losses caused by a service provider it has commissioned by us.

I. Legal protection

Subject and geographical scope

You enjoy legal protection exclusively for *trips* outside Switzerland and the Principality of Liechtenstein. The risk carrier is CAP Legal Protection Insurance Company Ltd. based in Wallisellen.

Exclusively insured disputes and proceedings

1. Defence in criminal and administrative proceedings due to crimes of negligence.
2. Assertion of non-contractual liability claims as the victim of any type of accident as well as assault, theft or robbery.
3. Disputes with private or public insurers covering the insured person.
4. Contractual disputes arising from the following contracts concluded for the trip or on the trip:
 - hiring or loan of a vehicle approved for road traffic of up to 3.5 t;
 - repair or transport of such a vehicle;
 - travel and hosting agreement;
 - temporary renting of a holiday apartment;
 - transport of persons or luggage.

Insured benefits

1. Services provided by CAP legal service
2. Cash payments up to the maximum insured amount per loss event when travelling within *Europe* and per loss event when travelling outside *Europe* (provided this insurance variant was concluded) for:
 - costs of expertise and analysis commissioned by CAP, *your* lawyer or the court;
 - legal and arbitration costs;
 - parties' expenses;
 - lawyers' fees;
 - necessary translation costs;
 - bail (only by way of loan to prevent being remanded in custody).

Deducted from that are the intervention costs awarded to *you* during the proceedings or in similar circumstances.

Procedure in the event of a claim:

- a. The need for legal assistance must be reported as quickly as possible to:
CAP Legal Protection, Major Customer Support, P.O. Box, 8010 Zurich, tel. +41 58 358 09 09, fax +41 58 358 09 10, e-mail: capoffice@cap.ch, www.cap.ch, Reference Z75.1.685.643.
- b. *You* may – subject to precautionary measures to safeguard the deadline – not mandate any legal representative, initiate any proceedings, conclude any settlement or initiate any legal measures without approval from CAP. *You* must also submit all documents pertaining to the loss event to CAP. **If *you* do not comply with these obligations, CAP may refuse to pay benefits if *you* cannot prove that *you* were not at fault in the circumstances for the breach of these obligations or that the breach had no influence on the scope of the benefits owed by CAP.**
- c. If the involvement of an independent legal representative is required for court or administrative proceedings in accordance with applicable procedural law, or if there is a conflict of interest (two opposing parties insured with CAP or one insured person against an Allianz Group company), *you* have a free choice of legal representative. If CAP does not accept the proposed legal representative, *you* have the right to propose three other legal representatives from different law firms, one of which CAP is obliged to accept.
- d. In the event of differences of opinion between *you* and CAP regarding the measures to take by way of settlement of the loss event, *you* may request a legal verdict on the matter from an arbitrator, selected by *you* and CAP jointly.

The following exclusions apply:

1. If *you* do not have a driving licence at the time of the loss event or were not authorised to drive the vehicle;
2. In the event of disputes with the tax or customs authorities or in the event of proceedings due to contravention of tax or customs regulations (e.g. smuggling);
3. If *you* want to launch proceedings against CAP, us, its/our representative/s or people who provide claim-related services;

4. If there are disputes or conflicts of interest between people insured under the same insurance policy (this exclusion does not apply to the policyholder itself);
5. If the request for legal aid is submitted following expiry of the insurance;
6. Criminal and administrative ruling costs.

J. 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 travelling, 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*.

Notification service for relatives and employers

If we organise measures, we will inform your relatives and your employer where necessary about the situation and the measures taken, provided we are released from our duty of confidentiality by the person concerned.

Advance payment to a hospital

If you experience a serious illness, a serious *injury* or a serious medical condition during the *trip* and need to be hospitalised outside your country of residence, we will make an advance payment of up to CHF 5,000 towards hospital costs where necessary. We must be reimbursed for the advance payment within 30 days of leaving the *hospital*.

24h medical advisory service

We will support you in relation to minor medical and everyday problems during the *trip*:

- computer-assisted triage for acute symptoms featuring advice on the urgency for treatment;
- advice on questions related to symptoms of illness, progression of a disease, therapies and prevention – in the broadest sense relating to health and illness.

Credit and customer card blocking service

You can request assistance in the event of robbery, theft, loss or misplacement of bank, post office, credit and customer cards and personal ID issued in Switzerland in your name. We will attempt to block all specified cards with the corresponding institutions (card company, bank, post office etc.). If the block is not performed by an institution responsible, we will inform you accordingly and provide you with the telephone number for the institution

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* or *trip* 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, «Trip interruption» coverage, «Medical costs abroad» coverage or «Emergency medical assistance» coverage;
- 14. *Natural disaster*, except as expressly covered under «Trip cancellation» coverage, «Trip interruption» coverage or «Travel delay» 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 or «Trip interruption» coverage;
- 19. Civil disorder or unrest, except when civil disorder or unrest is expressly referenced in and covered under «Trip interruption» coverage or «Travel delay» coverage;
- 20. *Terrorist events*, except when *terrorist events* are expressly referenced in and covered under «Trip cancellation» coverage, «Trip interruption» coverage or «Travel delay» 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 or «Trip interruption» 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.

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.).

Trip interruption

- proof of insurance or copy of the insurance policy;
- booking confirmation of the originally planned *trip*;
- documents or official certificates proving the occurrence of the claim (e.g. detailed medical certificate with diagnosis, employer's certificate, police report etc.);
- receipts for unforeseen expenses/extra costs.

Travel delay

- proof of insurance or copy of the insurance policy;
- booking confirmation of the originally planned *trip*;
- documents or official certificates proving the occurrence of the claim (e.g. proof of delay by travel carrier, quarantine request etc.);
- receipts for unforeseen expenses/extra costs.

Medical costs abroad

- proof of insurance or copy of the insurance policy;
- booking confirmation of the *trip*;
- settlements / decisions of the statutory social insurances of Switzerland (health insurance, accident insurance) and any supplementary insurance;
- medical certificate with diagnosis;

- invoices for treatment or medication costs.

Emergency medical assistance

- proof of insurance or copy of the insurance policy;
- booking confirmation of the originally planned *trip*;
- documents or official certificates proving the occurrence of the claim (e.g. detailed medical certificate with diagnosis);
- receipts for unforeseen expenses/extra costs.

Collision Damage Waiver (CDW)

- proof of insurance or copy of the insurance policy;
- *rental car agreement* with visible deductible;
- damage report of the renter;
- loss statement of the renter;
- credit card statement with the charge for the damage;
- in the event of theft, police report.

Cash and bank account protection

- proof of insurance or copy of the insurance policy;
- confirmation by the police that criminal charges have been filed in relation to the claim;
- written explanation by the affected account-holding financial institution, card contracting partner or provider of other payment systems to compensate the financial loss;
- proof of misuse (bank statement).

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.

Individual / family / junior insurance

The insurance policy states whether the insurance cover applies to the policyholder alone (individual person) or to the policyholder and the persons living with him in the same household and as well as their minor children not living in the same household (family insurance), provided they are travelling with *you* and have their permanent place of residence is in Switzerland. The Secure Trip Junior tariff is only available to persons up to their 26th birthday.

Early termination of the insurance contract

This *insurance contract* can be terminated early by giving notice, particularly in the following instances:

- following a claim resulting in the provision of benefits by *us*, provided the notice given by *us* occurred no later than the time of the payout or resolution of the case or, by the policyholder, no later than 14 days after learning of the payment or resolution of the case;
- if *we* adjust the premiums. In this case, *we* receive the policyholder's termination notice no later than the last day prior to the premium amendment coming into effect;
- termination by *us* in the event of insurance fraud.

This list contains only the main causes for termination. There are others set out in the ICA.

Premium adjustment

We reserve the right to adjust premiums for annual travel insurance policies and are accordingly entitled to request an adjustment of *your insurance contract*. In this case, *we* will 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 *insurance contract* with effect from when the premium adjustment would apply. The policyholder's termination of cover is valid, provided it is received by *us* no later than the last day before the premium adjustment comes into effect.

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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