



General Insurance Conditions (GIC)

# Travel Insurance Intertours

Version 04.2020

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# Key points at a glance

This overview provides you with information on the material content of the insurance contract, in accordance with Art. 3 of the Federal Act on Insurance Policies (IPA). The contracting parties' rights and obligations arise following conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms and statutory provisions.

## Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General-Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

## What types of insurance can be purchased?

- Cancellation cost insurance
- Personal assistance insurance
- Vehicle assistance insurance

## Which individuals and vehicles are covered?

The coverage applies to persons who have their domicile, as defined by civil law, in Switzerland or the Principality of Liechtenstein. The policy/application specifies whether the contract has been issued for the policyholder alone (individual) or for the policyholder and his/her family (dependents' coinsurance).

If vehicle assistance coverage has been purchased, the insurance covers passenger cars, motorcycles, mobile homes, delivery vans and minibuses weighing up to 3,500 kg that are registered under an insured person's name or are driven by that person. This also applies to all trailers weighing up to 3,500 kg that are legally permitted to be towed by the insured vehicle.

## What is insured?

### Travel cancellation insurance (GIC B 3):

- Payment of cancellation costs owed pursuant to the contract with the tour operator or transportation service provider / lessor
- Payment of services not used

### Personal assistance insurance (GIC C 3):

- Rescue and recovery costs
- (Additional) transportation costs
- Additional costs for accommodation and meals

### Vehicle assistance insurance (GIC D 5):

- Roadside assistance and towing service
- Vehicle recovery
- Storage fees
- Repatriation of vehicle
- (Additional) transportation costs
- Additional costs for accommodation and meals
- Delivery costs for replacement parts (abroad)

## What is not insured?

The following events are not covered by the insurance (GIC A 12):

- Events that had already occurred on purchase of the coverage, on booking or on commencing travel, or of which the insured person ought to have been aware;
- Events in connection with mental illness. Exception: a qualified psychiatrist provides a medical certificate confirming the mental illness;
- Events attributable to a defect or to inadequate maintenance of the means of transportation used;
- Events connected to reckless behavior in which someone knowingly takes risks.

## Where are the insurances valid?

### Cancellation cost and personal assistance insurance:

Coverage applies worldwide (GIC B 2 / C 2).

### Vehicle assistance insurance:

Coverage applies in Europe and the countries bordering the Mediterranean, but excluding the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan and Kazakhstan (GIC D 4).

## How much is the premium and when is it due?

The premium amount is shown in the application and the policy. The premium is due on the first day of every insurance year (GIC A 9).

## What are the policyholder's obligations?

Immediate notification of any claim to AXA (GIC A 10):  
Phone +41 844 802 008

## When does coverage begin and end?

The start and end dates of the contract are given in the application and the policy. After the insurance term expires, the contract is extended for a further year in each case unless terminated beforehand, subject to three months' written notice (GIC A 6 / A 11).

The contract may be terminated prematurely for reasons such as the following:

- After a claim for which AXA has paid benefits (GIC A 11);
- If the premium is increased, the policyholder may terminate the coverage effective as of the end of the insurance year if he/she does not agree with the new terms (GIC A 8).

## What data does AXA use and how?

Information about the use of data is provided under "Data protection" in Part E.

# General Insurance Conditions (GIC)

## Part A Common provisions

### A1 Scope of insurance

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The coverage purchased is specified in the policy. The policy and the General Insurance Conditions (GIC) describe the scope of cover.

### A2 Multiple coverage

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The same benefits may be drawn only once per insured event and insured person, even if they are covered multiple times.

### A3 Subsidiary clause

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In the case of multiple insurance, AXA pays its indemnity on a subsidiary basis. The right of recourse shall be transferred to AXA in the same amount as AXA has paid benefits.

### A4 Upper financial limit in the event of a claim

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AXA's benefits are limited to CHF 1,000,000.

### A5 Advice and helpline

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In the event of incidents and in emergency situations, AXA offers telephone advice around the clock, 365 days a year. AXA also offers information about the chosen travel destination prior to departure.

### A6 Beginning and end

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#### A6.1 Contract term

The dates on which the insurance contract begins and ends are shown in the policy.

#### A6.2 Contract renewal

The contract is valid for the period shown in the policy. It is renewed tacitly for a further year at the end of each term (except in the case of annual insurance policies, which expire automatically after 365 days).

#### A6.3 Validity

The insurance covers events that occur during the term of the contract.

#### A6.4 Insurance year

The insurance year begins on the date on which the annual premium is due.

### A7 Insureds

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Only persons who are domiciled in Switzerland or the Principality of Liechtenstein may take out the insurance.

The policy specifies whether the contract has been issued for the policyholder alone (individual) or for the policyholder and his/her family (dependents' coinsurance).

#### A7.1 Family (multi-person household)

This includes:

- the insured person;
- the insured person's spouse or
- the person who occupies this position and cohabits with the insured person;
- the insured person's unmarried children and other persons under the age of 20 who live in the same household;
- the insured person's children aged 20 and over, provided they are unmarried and not employed;
- other persons listed by name in the policy, provided they cohabit with the insured person (including their unmarried children of up to 20 years of age and their unmarried children over the age of 20 who are not employed).

##### A7.1.1 Third-party minors

The insurance also covers minors who are traveling with an insured adult.

The insurance does not cover minors taken on the journey in connection with the exercise of a professional activity, as members of youth groups, or as hitchhikers.

#### A7.2 Relocation abroad

If the insured person moves his/her civil-law domicile abroad, the contract shall expire at the end of the current insurance year.

### A8 Changes in premium

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**A8.1** If the premium rates change during the term of the contract, AXA shall inform the insured person thereof no later than 30 days before the end of the insurance year.

**A8.2** If the insured person does not agree to the terms, he/she can terminate either the insurance affected by the change or the entire contract as of the end of the insurance year.

**A8.3** AXA shall regard the changes to the contract as having been accepted unless it receives notice of termination before the end of the insurance year.

## A9 Premium payment

The premium shown in the policy is due on the first day of every insurance year.

## A10 Obligations in the event of a loss

**A10.1** The policyholder must inform AXA as soon as a loss event occurs. The effective notification costs shall be reimbursed up to an amount of CHF 100 per event.

In Switzerland:  
Phone 0844 802 008  
From abroad:  
+41 844 802 008  
+41 58 218 11 00

**A10.2** The attending physician must be released from his/her duty to maintain doctor-patient confidentiality with regard to AXA.

**A10.3** Any use of a means of transportation at AXA's expense must be agreed with AXA in advance.

**A10.4** Under personal assistance insurance in accordance with C and vehicle assistance insurance in accordance with D, benefits are payable only for measures organized by or agreed with AXA.

**A10.5** If notification and statutory duties are culpably violated in such a way that the start date, scope or determination of damage are affected, benefits may be reduced or refused accordingly.

## A11 Termination

### A11.1 Termination in the event of a claim

In the event of an indemnifiable claim, either party may terminate the relevant coverage or the entire contract in writing.

The policyholder must give notice of termination no later than 14 days after he/she is notified of the payment. Coverage ends 14 days after receipt by AXA of the notice of termination.

AXA may give notice of contract termination no later than when it pays the indemnity. Coverage ends 14 days after the policyholder receives the notice of termination.

### A11.2 Termination effective as of the end of the insurance year

The policyholder or AXA may terminate the contract at the end of the insurance year, subject to a three-month notice period, but no sooner than the end of a full insurance year.

## A12 The insurance does not cover:

**A12.1** Events that had already occurred on purchase of the coverage, on booking or on commencing travel, or of which the insured person should have been aware;

**A12.2** Events in connection with mental illness. Exception: a qualified psychiatrist provides a medical certificate confirming the mental illness;

**A12.3** Events in connection with war, revolution, rebellion, civil unrest or revolt if the insured person was actively involved;

**A12.4** Events relating to participation in races, motor rallies and similar competitive driving, and in all driving on racetracks or training circuits (e.g. skid training, competitive driving courses);

**A12.5** Events relating to a change in the itinerary or sequence of the booked journey or vacation by the organizer or the transportation service provider, even where said change is on the basis of an official order (this does not include B1 5);

**A12.6** Events relating to the premeditated commission or attempted commission of crimes or misdemeanors;

**A12.7** Events attributable to a defect or to inadequate maintenance of the means of transportation used;

**A12.8** Events in connection with acts of daring involving the deliberate exposure to risk.

## A13 Applicable law and place of jurisdiction

### A13.1 Applicable law

The insurance contract is subject to Swiss law. For insured persons resident in the Principality of Liechtenstein, Liechtenstein law applies.

### A13.2 Place of jurisdiction

Disputes arising from this insurance contract must be brought before the ordinary Swiss courts; in the case of insured persons resident in the Principality of Liechtenstein, the matter must be brought before the ordinary Liechtenstein courts.

### A13.3 Principality of Liechtenstein

If the insured person is domiciled in the Principality of Liechtenstein, any and all references to provisions of Swiss law in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

## A14 Sanctions

Coverage shall not apply insofar and for as long as amounts due under this contract are barred on account of statutory economic, trade or financial sanctions.

## A15 Definitions

### A15.1 Natural-hazard events

"Natural-hazard events" refer to the events in the following exhaustive list: high water, flooding, wind, hail, avalanche, risk of avalanche, snow, snow pressure, snowslide, rockslide, earthquake, landslide, rockfall, volcanic eruptions.

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**A15.2 Collision**  
“Collision” is defined as damage to the chosen means of transportation caused by a sudden and violent external impact. It includes, in particular, events due to impact, collision, overturning, falling and sinking.

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**A15.3 Breakdown**  
“Breakdown” is defined as any sudden and unforeseen failure of the means of transportation due to a technical defect and which renders continued travel impossible or illegal. The following are considered to be equivalent to a breakdown: tire damage, empty tank, loss of or damage to keys, keys locked inside the vehicle, or flat battery.

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**A15.4 Present value**  
The “present value” is defined as the value of the insured vehicle, additional equipment and accessories at the time of occurrence of the insured event.

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**A15.5 Employment**  
Persons who pursue a professional activity for remuneration are considered to be “employed.” Students and trainees (apprentices) are not considered to be employed. Unemployed persons, military recruits, civilian-service personnel, and students who have completed their education are considered to be employed.

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**A15.6 Domicile**  
“Domicile” refers to the place in which the insured person stays with the intention of remaining permanently. If the insured person has a second domicile, the domicile where the person spends the most time is considered to be his/her main domicile.

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**A15.7 Pets**  
“Pets” are defined as animals that normally cohabit with the insured person.

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**A15.8 Authorities**  
“Authorities” are defined as responsible official departments (especially the Federal Department of Foreign Affairs (FDFA) and the Federal Office of Public Health (FOPH)).

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## Part B

# Cancellation cost insurance

### B1 Insured events

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#### B1.1 Accident, illness and death

- B1.1.1 The insured person suffers an accident, becomes ill or dies.
  - B1.1.2 A person related/close to the insured person has an accident, falls ill or dies.
  - B1.1.3 The insured person's representative at work has an accident, falls ill or dies.
  - B1.1.4 The insured person's pet suffers an accident, becomes ill or dies.
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#### B1.2 Impaired use of property

- The property of the insured person at his/her main or secondary domicile suffers considerable damage due to a natural-hazard event, fire, water or theft. As a result, the insured person cannot continue the journey or vacation as planned.
  - Impaired use of property also includes cases in which the main or secondary residence is damaged during a burglary or attempted burglary.
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#### B1.3 Natural-hazard event or fire

According to confirmation by an authority, the journey or vacation cannot be commenced or resumed as planned due to a natural-hazard event or fire.

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#### B1.4 Strike

- The journey or vacation cannot be commenced or resumed as planned due to a strike at a business relevant to the journey or vacation, at a travel service provider, or at a government authority.
  - AXA may request confirmation of the strike by an authority in accordance with A15 8.
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#### B1.5 Terrorism, warlike events, revolution, rebellion, civil commotion

- B1.5.1 According to confirmation by an authority, the journey or vacation cannot be commenced or resumed as planned due to terrorism, warlike events, revolution, rebellion, or civil commotion.  
If the travel itinerary is amended or canceled by the tour operator owing to the threat of any of these events, any cancellation costs are covered.  
The insurance applies for four weeks after the first occurrence of the event.
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#### B1.6 Restricted zone, quarantine, epidemic or radioactive radiation

According to confirmation by an authority, the journey or vacation cannot be commenced or resumed as planned due to a restricted zone, quarantine, epidemic, or radioactive radiation.

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#### B1.7 Health risks at the travel destination

According to confirmation by an authority or physician, the journey or vacation cannot be commenced or resumed as planned due to considerable health risks for the insured person prevailing at the travel destination. The insurance does not cover events in connection with mental illness.

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#### B1.8 Loss of job

The insured person unexpectedly loses his/her job after booking the journey or vacation.

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#### B1.9 Start of a new job

The insured person takes up a new job and the new employer does not consent to the former's booked journey.

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#### B1.10 Divorce / dissolution of a registered partnership or domestic partnership (relationships lasting at least five years)

As a result of a divorce or the dissolution of a registered or domestic partnership, the insured person is unable for financial or organizational reasons to commence the joint journey or vacation.

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#### B1.11 Insolvency of the tour operator or travel service provider

- The journey or vacation cannot be commenced or resumed as planned due to insolvency of the tour operator or travel service provider.  
The insured person is obligated to first seek redress from the tour operator or travel service provider.
  - AXA shall pay benefits only insofar as the cancellation costs are not covered by third parties (e.g. the guarantee fund of the Swiss travel industry) (subsidiary cover).
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#### B1.12 Failure of public means of transportation

- The journey or vacation cannot be commenced or resumed as planned because a public means of transportation fails or is late by at least one hour.
  - In the case of public flights, the insurance covers cancellations as well as delays of at least two hours.  
If a means of public transportation fails, the insured person is obligated to first seek redress from the tour operator or transportation company.  
AXA shall pay benefits only insofar as the cancellation costs are not covered by third parties (subsidiary cover).
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#### Other insured events

#### B1.13 No entry visa

- The journey or vacation cannot be commenced or resumed as planned for the following reasons:
- An entry visa that was applied for properly and in good time is not granted;
  - A valid entry visa is withdrawn and the insured person is not responsible for its withdrawal.
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#### B1.14 Medical intervention

The journey or vacation cannot be commenced or resumed as planned because the insured person has to undergo an important, medically necessary intervention.  
No coverage is provided if, when the insured person booked the journey or vacation, he/she was already aware of having to undergo the relevant medical intervention.

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**B1.15 Receipt from a government authority of a non-deferrable order to appear**  
The journey or vacation cannot be commenced or resumed as planned because the insured person receives a non-deferrable order to appear from a government authority (e.g. for questioning, as a witness in criminal proceedings or before a court).

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## **B2 Scope of validity**

The insurance is valid worldwide.

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## **B3 Insured benefits**

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**B3.1 Cancellation costs**  
AXA shall pay any cancellation costs, including processing fees, owed in accordance with the contract with the tour operator or transportation service provider or with the lessor if the trip or vacation cannot commence because of an insured event.

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**B3.2 If services are not used**  
If, because of an insured event,

- commencement of the journey or vacation is delayed or
- the journey or vacation has to be interrupted prematurely,

AXA shall pay the costs for the services not used as well as additional costs for rebooking.

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**B3.3 Limit of indemnity**  
With each event, all benefits are limited to the price originally paid by the insured person. AXA shall pay a maximum of CHF 80,000 per event. Benefits are paid only for that portion of the arrangement that the insured person actually uses.

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**B3.4 Language stays**  
If an insured person commences a language stay with a delay, does not commence it at all, or must interrupt it prematurely as a result of an insured event, AXA shall pay the costs for the portion not used.

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**B3.5 Pets**  
If the insured person's pet cannot be placed with the intended caregiver prior to commencement of the journey or vacation because the latter has suffered an accident, becomes ill or dies, AXA shall pay the costs of boarding up to a maximum of CHF 500 per event.

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**B3.6 Admission tickets**  
If the insured person cannot use a prepurchased ticket for admission to an event because of an accident, illness or death, and no cancellation is possible, AXA shall pay the corresponding costs of the ticket. Weekly, season or annual tickets of any kind are not classed as admission tickets.



## Part C

# Personal assistance insurance

### C1 Insured events

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**C1.1** The insured person suffers an accident, becomes ill or dies.

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**C1.2** A person related/close to the insured person has an accident, falls ill or dies.

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**C1.3** The insured person's representative at work has an accident, falls ill or dies.

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**C1.4** The insured person's pet has an accident, becomes ill or dies.

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**C1.5 Failure of the chosen means of transportation**

- The private means of transportation fails unexpectedly during the journey and cannot be repaired before continuation of the journey or before the return journey.
  - A public means of transportation (excluding aircraft) fails or is late by at least one hour.
  - A public flight is canceled or is late by at least two hours.
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**C1.6 Impaired use of property**

- The property of the insured person at his/her main or secondary domicile suffers considerable damage due to a natural-hazard event, fire, water or theft. As a result, the insured person cannot continue the journey or vacation as planned.
  - Impaired use of property also includes cases in which the main or secondary residence is damaged during a burglary or attempted burglary.
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**C1.7 Impaired use of property brought along**

The property the insured person has brought along is significantly damaged due to a natural-hazard event, fire or water, or is stolen or misdirected during transport.

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**C1.8 Loss of payment or travel documents**

The insured person loses a credit card, checks, identity documents or personal ticket.

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**C1.9 Damage to lodging**

The lodging booked for the journey or vacation or that selected during the journey or vacation suffers significant damage due to a natural-hazard event, fire or water.

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**C1.10 Natural-hazard event or fire at the travel destination**

According to confirmation by an authority, the journey or vacation cannot be resumed as planned due to a natural-hazard event or fire.

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**C1.11 Strike**

- The journey or vacation cannot be resumed as planned due to a strike at a business relevant to the journey or vacation, at a travel service provider, or at a government authority.
  - AXA may request confirmation of the strike by an authority in accordance with A15 8.
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**C1.12 Terrorism, warlike events, revolution, rebellion, civil commotion**

- According to confirmation by an authority, the journey or vacation cannot be resumed as planned due to terrorism, warlike events, revolution, rebellion, or civil commotion.
  - The tour operator amends the itinerary in a material or substantial manner due to the risk of terrorism.
- The insurance applies for four weeks after the first occurrence of the event.
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**C1.13 Restricted zone, quarantine, epidemic or radioactive radiation**

According to confirmation by an authority, the journey or vacation cannot be resumed as planned due to a restricted zone, quarantine, epidemic, or radioactive radiation.

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**C1.14 Health risks at the travel destination**

According to confirmation by an authority or physician, the journey or vacation cannot be resumed as planned due to considerable health risks for the insured person prevailing at the travel destination. The insurance does not cover events in connection with mental illness.

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**C1.15 Insolvency of the tour operator or travel service provider**

- The journey or vacation cannot be commenced or resumed as planned due to insolvency of the tour operator or travel service provider.
  - The insured person is obligated to first seek redress from the tour operator or travel service provider.
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**C1.16 Cut off from outside world due to snowfall**

The selected vacation destination is cut off from the outside world due to snowfall, making it impossible for the insured person to travel there or back.

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### C2 Scope of validity

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The insurance is valid worldwide.

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### C3 Insured benefits

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**C3.1 The insured person suffers an accident, becomes ill or dies**

**C3.1.1 Rescue and recovery costs**

AXA covers the necessary rescue and recovery costs.

**C3.1.2 (Additional) transportation costs**

AXA covers the necessary transportation costs to the nearest suitable doctor or hospital. If the journey or vacation cannot be resumed subsequently, AXA shall pay additional transportation costs incurred to return the insured person directly to his/her permanent residential address. If the journey can be continued, AXA shall pay additional transportation costs up to a maximum of CHF 1,000 per insured person. Costs for transfer to another hospital are not insured.

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- C3.1.3 Return to a hospital at the insured person's place of domicile or to his/her permanent residential address shall be paid by AXA if ordered by a physician. AXA shall also assume the costs of any assistance ordered by a doctor.
- C3.1.4 If the insured person dies, AXA shall pay the costs of recovery and transportation of the body to his/her permanent residential address, and shall handle the necessary formalities.
- C3.1.5 If the insured person dies abroad, AXA shall pay the costs of cremation and transportation of the urn or the costs of local burial in place of the costs of returning the body. The insurance covers funeral expenses up to the amount of the repatriation costs.
- C3.1.6 **Additional costs for accommodation and board**  
If the insured person must make an unplanned stay or take more appropriate lodgings, AXA shall pay the costs of accommodation and board up to a maximum of CHF 1,000 per insured person. However, no hospital charges are covered.
- C3.1.7 If the insured person cannot care for the minors traveling and insured with him/her, AXA shall pay accommodation, board and transportation costs for one person to return the children to their permanent residential address.
- C3.1.8 **Repatriation by a driver**  
If no other fellow passenger can return the roadworthy vehicle, AXA shall pay for a driver to return the vehicle to the insured person's permanent residential address.
- C3.1.9 **Travel costs for hospital visit abroad**  
AXA shall pay the travel costs for a single hospital visit if the hospital stay abroad lasts longer than seven days and related persons wish to visit the insured person. These travel costs are limited to a maximum of CHF 2,000 per event.
- C3.1.10 **Advance on costs**  
If the insured person must seek medical treatment abroad, AXA shall pay an advance on costs, subject to reimbursement, of up to CHF 5,000 per insured person.
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- C3.2**
- **A person related/close to the insured person has an accident, falls ill or dies.**
  - **The insured person's pet suffers an accident, becomes ill or dies.**
  - **Impaired use of property**
  - **The insured person's representative at work has an accident, falls ill or dies.**
  - **Insolvency of the tour operator or travel service provider**
- C3.2.1 **Additional transportation costs**  
AXA shall pay the additional transportation costs incurred to return the insured person directly to his/her permanent residential address. If the journey or vacation can be resumed after that, AXA shall pay additional transportation costs up to a maximum of CHF 1,000 per insured person.
- C3.2.2 **Additional costs for accommodation and board**  
AXA shall pay the additional cost of accommodation and board for an unforeseen stay, up to a maximum of CHF 1,000 per insured person.
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- C3.3 Failure of the chosen means of transportation**
- C3.3.1 **Additional transportation costs**  
AXA shall pay additional transportation costs to return the insured person directly to his/her permanent residential address, or up to a maximum of CHF 1,000 per insured person for resumption of the journey.
- C3.3.2 **Additional costs for accommodation and board**  
AXA shall pay the additional cost of accommodation and board for an unforeseen stay, up to a maximum of CHF 1,000 per insured person.
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- C3.4**
- **Impaired use of property brought along**
  - **Natural-hazard event or fire at the travel destination**
  - **Strike**
  - **Terrorism or unrest at the travel destination**
  - **Restricted zone, quarantine, epidemic or radioactive radiation**
  - **Health risks at the travel destination**
  - **Loss of payment or travel documents**
- C3.4.1 **Additional transportation costs**  
AXA shall pay additional transportation costs up to a maximum of CHF 1,000 per insured person.
- C3.4.2 **Additional costs for accommodation and board**  
AXA shall pay the additional cost of accommodation and board for an unforeseen stay, up to a maximum of CHF 1,000 per insured person.
- C3.4.3 **Advance on costs in the event of loss of credit cards, checks, identity documents and personal tickets**  
AXA shall pay a refundable advance on costs of up to CHF 1,000 per insured person.
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- C3.5**
- **Damage to lodging**
  - **Natural-hazard event or fire at the travel destination**
  - **Cut off from outside world due to snowfall**
- C3.5.1 **Additional costs for accommodation and board**  
AXA shall pay the additional cost of accommodation and board for an unforeseen stay, up to a maximum of CHF 1,000 per insured person.
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- C3.6 Emergency situation at home**  
If the insured person becomes aware during a journey or vacation abroad of a dangerous situation at home (unlocked doors, open windows, operating heat source, forgotten pet, etc.) and notifies AXA of this, the latter shall arrange assistance appropriate to remedying the situation (without assuming costs).
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- C3.7 Notification service**  
If an insured person suffers an accident or becomes ill and AXA has taken appropriate measures, AXA shall notify the dependents of those measures.

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**C3.8 Forwarding essential medication**  
Should the insured person discover during a journey or vacation that he/she is missing essential medication, AXA shall pay to have the medication forwarded (but not the cost of the medication).

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**C3.9 Costs for interpreting services**  
AXA shall pay the costs necessary for an accredited interpreter abroad, up to a maximum of CHF 500 per insured event.

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## **C4 Non-insured events and benefits**

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**C4.1** AXA shall not pay benefits if the chosen means of transportation fails at its regular location.

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**C4.2** AXA shall not pay benefits in connection with the cargo.

## Part D

# Vehicle assistance insurance

### D1 Insured vehicles

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**D1.1** **The insurance covers** vehicles weighing up to 3,500 kg. These comprise: passenger cars, motorcycles, mobile homes, delivery vans, and minibuses registered in the name of the insured person or driven by that person. This also applies to all trailers weighing up to 3,500 kg that are legally permitted to be towed by the insured vehicle.

**D1.2** **The insurance does not cover** vehicles with dealer plates or temporary numbers as well as taxis and driving-school vehicles. The latter are only not insured insofar as they are being driven by a person learning to drive.

### D2 Additionally insured persons and pets

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**D2.1** Should an uninsured person drive an insured vehicle, compensation shall be payable for roadside assistance, towing, vehicle recovery, storage fees and vehicle repatriation. The costs for delivery of replacement parts are also covered abroad (D5.6).

**D2.2** (Additional) transportation costs and additional costs for accommodation and board shall also be paid for fellow travelers and pets, up to a maximum of CHF 1,000 per event.

### D3 Insured events

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The insured vehicle fails as a result of a collision, breakdown, or theft, or is damaged by a natural-hazard event, fire or water.

### D4 Scope of validity

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Coverage applies in Europe and the countries bordering the Mediterranean, but not in the Russian Federation, Belarus, Georgia, Armenia, Azerbaijan and Kazakhstan.

### D5 Insured benefits

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**D5.1** **Roadside assistance and towing**  
AXA covers roadside assistance. If the vehicle cannot be made roadworthy at the site of the breakdown, AXA covers the cost of towing it to the nearest suitable garage. Replacement parts are not covered. If, due to circumstances, AXA cannot be reached and hence the insured person must arrange for roadside assistance and towing on his/her own, AXA shall cover the corresponding costs up to a maximum of CHF 250 per event.

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### D5.2 Vehicle recovery

After a collision, AXA shall pay the costs of recovery and subsequent towing to the nearest appropriate garage, up to a maximum of CHF 2,000 per event. In addition, AXA shall pay the necessary rescue, recovery and search costs on behalf of the insured persons. Search costs are limited to CHF 10,000 per insured person.

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### D5.3 Storage fees

AXA shall pay storage fees of up to CHF 250 per event.

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### D5.4 Vehicle repatriation

If repairs at the nearest appropriate garage cannot be completed within two hours (or, if abroad, not on the same day) or if a stolen vehicle is found within 30 days following a theft, AXA shall pay for the return of the vehicle to the insured person's home garage (but no more than CHF 250 per event in Switzerland), unless the costs exceed the present value of the insured vehicle.

If the vehicle is not returned from abroad to Switzerland, AXA shall assist in arranging the formalities necessary for its scrapping and pay the customs duties.

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### D5.5 Determining the extent of damage

AXA shall pay up to CHF 250 per event for costs abroad to determine the extent of damage (e.g. photos) so as to assess repatriation of the vehicle.

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### D5.6 Delivery cost of replacement parts

AXA shall pay the cost of shipping replacement parts abroad as necessary to render the car drivable. Replacement parts themselves are not covered.

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### D5.7 (Additional) transportation costs

AXA shall pay additional transportation costs to return the insured person directly to his/her permanent residential address, or up to a maximum of CHF 1,000 per insured person for resumption of the journey.

If the insured person is injured, AXA shall pay the necessary costs of transport to the nearest appropriate physician or hospital. If the journey cannot be resumed, AXA shall pay the additional transportation costs to return the insured person directly to his/her permanent residential address. If the journey can be continued, AXA shall pay additional transportation costs up to a maximum of CHF 1,000 per insured person. Costs for transfer to another hospital are not insured.

AXA shall pay the costs of return to a hospital at the place of domicile or return to the insured person's permanent residential address if either are ordered by a doctor. AXA shall also cover the costs of any assistance ordered by a doctor.

If the insured person dies, AXA shall pay the costs of cremation and transportation of the urn or the costs of local burial in place of the costs of repatriation of the body. The insurance covers funeral expenses up to the amount of the repatriation costs.

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**D5.8 Additional costs for accommodation and board**  
AXA shall pay the cost of accommodation and board for the duration of the repairs or for an unforeseen stay, up to a maximum of CHF 1,000 per insured person.

If the insured person is injured and must therefore make an unplanned stay or take more appropriate lodgings, AXA shall pay the costs of accommodation and board, up to a maximum of CHF 1,000 per insured person. However, no hospital charges are covered.

If the insured person cannot care for the minors traveling and insured with him/her, AXA shall pay the costs of accommodation, board and transportation for one person to return the children to their permanent residential address.

## D6 Additional benefits

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### D6.1 Guarantees

D6.1.1 If, due to an insured event, the insured vehicle must be returned to the insured person's home garage, AXA shall guarantee the return within the following periods, calculated from the day on which AXA receives all necessary documentation and can issue the order for transportation.

Site of breakdown	Time for repatriation in business days (Monday to Friday, local public holidays excluded)
Transportation orders within Switzerland (excluding direct transfers by breakdown services)	Three working days
Italy and France (excluding islands*), Germany, Benelux states, Austria, Hungary, Poland, Czech Republic, Slovakia, Balkan states (excluding Greece), Spain, Portugal	11 working days *Depending on availability of ferry
Remaining geographical scope	16 working days

D6.1.2 If AXA is unable to observe these periods, it shall, upon expiry of the period, pay the insured person for a replacement vehicle for each additional day required, for a maximum of five days and up to CHF 500 in total.

If the repatriation costs from abroad exceed the present value of the insured vehicle, AXA shall pay upon repatriation at most the present value if the insured person arranges to repatriate the vehicle.

## D7 Non-insured events and benefits

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**D7.1** AXA shall not pay benefits in connection with the cargo.

### D7.2 Damage while the vehicle is being repatriated

If the insured vehicle sustains damage while being repatriated under arrangements made by AXA, AXA shall be liable only if there is proof of gross negligence on its part.

## Part E

# Data protection

In the course of preparing and executing the contract, AXA becomes aware of the following data:

- Customer information (name, address, date of birth, gender, nationality, bank account details, etc.) stored in electronic customer files;
- Application data (information on the risk to be insured, answers to the questions in the application, reports by experts, claims data from the previous insurer, etc.) stored in the policy files;
- Contract data (contract term, insured risks and indemnities, etc.) stored in contract administration systems such as physical policy files and electronic risk-databases;
- Payment data (dates on which premiums are received, outstanding amounts, reminders, credit balances, etc.) stored in debt collection databases;
- Any available claims data (loss reports, investigation reports, invoices, etc.) stored in physical claims files and electronic claims application systems.

This data is needed in order to review and assess the risk, manage the contract, collect premiums on time and process claims correctly following a loss event. The data must be stored for at least ten years after the contract ends, and claims data must be stored for at least ten years after the claim has been settled. AXA undertakes to treat the information it receives as confidential.

AXA is authorized to obtain and process the data necessary for managing the contract and handling claims. If necessary, the data may be exchanged with third parties involved in the contract, such as reinsurers and other participating insurers, pledge holders, authorities, attorneys and external claims adjusters. Information may also be passed on to liable third parties and their liability insurers for the purpose of enforcing recourse claims. AXA is authorized to

inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended, or terminated. The affected person's agreement shall be obtained to the extent necessary, especially where the disclosure of particularly sensitive personal information such as health data is concerned.

Information may also be shared for the purpose of uncovering or preventing insurance fraud.

AXA is entitled to request the credit history of the customer from external providers in order to assess the former's creditworthiness. In connection with a claim, AXA is also authorized to obtain relevant information from and inspect the files of other insurers, authorities (the police or investigating authorities, Department of Motor Vehicles offices, or similar offices), as well as from motor vehicle manufacturers and other third parties. Where necessary, the eligible claimant must authorize the offices mentioned above to disclose the relevant information. This is based on Art. 39 of the Federal Act on Insurance Policies (IPA).

To simplify the administration of contract performance, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

- Master data
- Basic contract data

This data is also used for marketing purposes. Promotional material may be sent to the policyholder. Policyholders who do not wish to receive promotional material can give notice of this by calling 0800 809 809 (AXA 24-hour helpline).

Mutual access to health data is ruled out.



## **Need to file a claim?**

It's easy and fast – notify us of your claim online at:

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