



General Insurance Conditions (GIC)

**Cancellation cost insurance,  
personal and vehicle  
assistance insurance  
Swiss Travel Fund (Reka)**

Version 04.2021

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# Key points at a glance

This overview provides you with information about the material content of the insurance contract, in accordance with Art. 3 of the Insurance Contract Act (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the booking confirmation, the contractual conditions, and the 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 with registered office in Winterthur and a subsidiary of the AXA Group.

## Who is the intermediary and the policyholder?

Swiss Travel Fund (Reka) Cooperative, Reka-Ferien, Neuen-gasse 15, CH-3001 Bern.

## Who is insured?

Persons who have their domicile, as defined by civil law, in Switzerland or the Principality of Liechtenstein.

Persons who do not have their domicile, as defined by civil law, in Switzerland or the Principality of Liechtenstein may conclude insurance policies for travel packages in Switzerland.

The person who has booked a travel package with Reka, explicitly taken out an insurance policy, and paid the premium in full. All persons who are included in the booking confirmation are insured.

## What is covered and what benefits will AXA pay?

### Cancellation cost insurance (GIC B2)

Assumption of the cancellation costs owed in accordance with the intermediary's booking confirmation/cancellation policy.

### Personal assistance insurance (GIC C)

Transportation costs and additional transportation costs

### Vehicle assistance insurance (GIC D3)

- Roadside assistance for breakdowns
- Towing

Cancellation cost insurance and personal and vehicle assistance insurance are forms of indemnity insurance pursuant to the Insurance Contract Act (ICA).

## What does the insurance not cover, inter alia?

- Events that had already occurred when the insurance was taken out/the travel package was booked or that the insured must have been aware of.
- Events in connection with mental illness. Exception: A qualified psychiatrist provides a medical certificate confirming the mental illness.
- Events in connection with a pandemic.
- Events under Part B of the General Insurance Conditions (GIC) connected with coronavirus SARS-CoV-2 and the illness COVID-19 (including mutations).

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

The amount of the premium and date on which it falls due are specified in the intermediary's booking confirmation.

Since the cancellation cost insurance begins on the day when the travel package is definitively booked, the insurance premium is owed to AXA if the insured is able to withdraw from the travel package free of charge.

## What are the insured's main obligations in the event of a claim?

To notify the intermediary immediately (GIC A6).

## When does the claim notice need to be submitted?

Once the intermediary has been notified, the loss event must be reported to AXA using the claim form.

Either by email: [schaden@axa.ch](mailto:schaden@axa.ch) or to the following address: AXA, Service Center, P. O. Box 357, 8401 Winterthur, phone 0844 802 008, from abroad +41 58 218 11 00.

## When does the insurance begin and end?

### Cancellation cost insurance

The insurance begins on the day the travel package is definitively booked (online, by telephone, or by email) and continues until the end of the travel package as specified in the booking confirmation.

### Personal assistance insurance

The insurance is valid for the duration of the travel package.

### Vehicle assistance insurance

The insurance begins with the journey to the rental property and ends after the expiry of the package with the arrival at the permanent place of residence.

Vehicle assistance insurance is not valid for trips embarked on by bus or airplane.

## How can the right of withdrawal be exercised?

The insured can withdraw from the insurance within 14 days of accepting it. This deadline will be met if the withdrawal is communicated to the intermediary in writing or another text form (e.g. by email).

As a consequence of withdrawal, benefits already received must be paid back.

In the case of a group personal insurance contract, the right of withdrawal is excluded for the intermediary/policyholder.

## What data does AXA use and how?

AXA uses data in compliance with the applicable statutory provisions. More information may be found at [AXA.ch/data-protection](https://www.axa.ch/data-protection).

# General Insurance Conditions (GIC)

## Part A Common provisions

### A1 Scope of the contract

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The booking confirmation and these General Insurance Conditions (GIC) describe the scope of cover. The cancellation cost insurance begins on the day when the travel package is definitively booked.

### A2 Territorial scope

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The insurance covers travel packages in Europe and throughout Turkey.

### A3 Trigger

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#### **Cancellation cost insurance**

The insurance begins on the day the travel package is definitively booked and continues until the end of the travel package as specified in the booking confirmation.

#### **Personal assistance insurance**

The insurance is valid for the duration of the travel package.

#### **Vehicle assistance insurance**

The insurance begins with the journey to the rental property and ends after the expiry of the package with the arrival at the permanent place of residence. Vehicle assistance insurance is not valid for trips embarked on by bus or airplane.

### A4 Insureds

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The person who has booked a travel package with the intermediary. All persons who are included in the booking confirmation are insured.

### A5 Premium payment

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The premium is due when the insurance is taken out/the definitive booking is made.

### A6 Obligations in the event of a claim

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The insured must notify the intermediary immediately. The loss event is to be reported to AXA using the claim form.

Either by email: [schaden@axa.ch](mailto:schaden@axa.ch) or to the following address: AXA, Service Center, P. O. Box 357, 8401 Winterthur, phone 0844 802 008, from abroad +41 58 218 11 00.

The following documents must be submitted with the claim form: booking confirmation / intermediary's cancellation statement / physician's certificate.

### A7 Multiple insurance

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#### **A7.1 Multiple coverage**

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

#### **A7.2 Subsidiary clause**

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.

### A8 Upper financial limit in the event of a claim

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

### A9 Principality of Liechtenstein

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If the insured is resident in the Principality of Liechtenstein or if the insured's registered office is located in the Principality, the references to provisions of Swiss law contained in the insurance contract documents shall relate to the corresponding provisions of Liechtenstein law.

### A10 Applicable law and place of jurisdiction

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#### **A10.1 Applicable law**

This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).

#### **A10.2 Place of jurisdiction**

The ordinary courts of Switzerland shall have exclusive jurisdiction over any disputes arising out of or in connection with this insurance contract; in the case of policyholders residing or having their registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein shall have exclusive jurisdiction over any such disputes.

### A11 Sanctions

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Insurance coverage does not apply insofar and as long as applicable statutory economic, trade, or financial sanctions inhibit indemnification under the contract.

## **A12 Non-insured events**

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- A12.1** Events that had already occurred when the insurance was taken out/the travel package was booked or that the insured must have been aware of.
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- A12.2** Events in connection with mental illness. Exception: The mental illness is confirmed by a psychiatrist by means of a medical certificate.
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- A12.3** Events in connection with war, revolution, rebellion, civil unrest, or revolt if the insured was actively involved.
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- A12.4** Events in connection with 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).
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- A12.5** Events in connection with changes in the program or itinerary of the booked travel package by the operator or transportation company, including those resulting from an official ruling.
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- A12.6** Events in connection with the premeditated commission or attempted commission of crimes or misdemeanors.
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- A12.7** Events in connection with acts of daring involving the deliberate exposure to risk.
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- A12.8** Events in connection with a pandemic.
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- A12.9** Events under Parts B and C of the General Insurance Conditions (GIC) connected with coronavirus SARS-CoV-2 and the illness COVID-19 (including mutations). This does not include B1.2.

## **A13 Definitions**

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- A13.1 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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- A13.2 Pets**  
“Pets” are defined as animals that normally cohabit with the insured.
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- A13.3 Authorities**  
“Authorities” are defined as responsible official departments (especially the Federal Department of Foreign Affairs (FDFA) and the Federal Office of Public Health (FOPH)).

## Part B

### Cancellation cost

#### B1 Insured events

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

- B1.1.1 The insured has an accident, falls ill, or dies.
  - B1.1.2 A person related/close to the insured has an accident, falls ill, or dies.
  - B1.1.3 The person deputizing for the insured at work has an accident, falls ill, or dies.
  - B1.1.4 The insured's pet has an accident, falls ill, or dies.
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##### B1.2 Coronavirus/COVID-19 (incl. mutations)

If the insured falls ill with COVID-19 or enters into quarantine or self-isolation because of COVID-19 and consequently cannot commence the travel package, this is covered. The same applies to related persons: If, for example, the parents, children, siblings, or partner falls ill with COVID-19 and the insured is consequently obliged to cancel the trip, AXA bears the costs.

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##### B1.3 Impaired use of property

- B1.3.1 The property of the insured at his/her main or secondary residence suffers considerable damage due to a natural-hazard event, fire, or water, or is affected by theft. As a result, the insured cannot commence or continue the travel package as planned.
  - B1.3.2 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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##### B1.4 Natural-hazard event or fire

According to confirmation by an authority, the travel package cannot be commenced or continued as planned due to a natural-hazard event or fire.

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##### B1.5 Strike

- B1.5.1 The travel package cannot be commenced or continued as planned due to a strike at a business relevant to the trip, at a travel service provider, or at a government authority.
  - B1.5.2 AXA may request confirmation of the strike from an authority in accordance with A13.3.
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##### B1.6 Terrorism, warlike events, revolution, rebellion, civil unrest

- B1.6.1 According to confirmation by an authority, the travel package cannot be commenced or continued as planned due to terrorism, warlike events, revolution, rebellion, or civil unrest.
  - B1.6.2 The insurance coverage applies for four weeks after the first occurrence of the event.
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##### B1.7 Restricted zone, quarantine, epidemic, or radioactive radiation

According to confirmation by an authority, the travel package cannot be commenced or continued as planned due to a restricted zone, quarantine, epidemic, or radioactive radiation.

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##### B1.8 Loss of job

The insured unexpectedly loses his/her job after booking the travel package.

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

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

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##### B1.10 Failure of public means of transportation

- B1.10.1 The travel package cannot be commenced or continued as planned because a public means of transportation fails or is late by at least one hour.
  - B1.10.2 In the case of public flights, the insurance covers cancellations as well as delays of at least two hours.
  - B1.10.3 If a means of public transportation fails, the insured is obligated to first seek redress from the tour operator or transportation company.
  - B1.10.4 AXA shall pay benefits only insofar as the cancellation costs are not covered by third parties (subsidiary cover).
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#### B2 Insured benefits

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##### B2.1 Non-departure

AXA pays the cancellation costs, including processing fees, that are due according to the booking confirmation.

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##### B2.2 Delayed departure

AXA pays the additional costs of rebooking so that the original destination can be reached.

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##### B2.3 Premature return

AXA pays the costs of the services not used.

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##### B2.4 Indemnity limit

For each event, all benefits together are limited to the price originally paid by the insured. AXA pays, for each event, a maximum of the cancellation costs, including processing fees, that are due according to the booking confirmation. Benefits are paid only for that portion of the travel package that the insured actually uses.

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##### B2.5 Pets

If the insured's pet cannot be placed with the intended caregiver prior to commencement of the travel package because the caregiver has an accident, falls ill, or dies, AXA shall pay the costs of boarding up to a maximum of CHF 500.

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## Part C

### Personal assistance

#### C1 Insured events and benefits

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If an insured has an accident, falls ill, or dies, AXA pays for their return to a hospital at the place of residence or their return to the permanent address, if ordered by a physician. AXA shall also cover the costs of any assistance ordered by a physician.

## Part D

### Vehicle assistance

#### D1 Insured motor vehicle

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The insurance covers the passenger vehicles having a total weight of up to 3,500 kg and up to 9 seats used by the policyholder and the co-insured during the contract term.

#### D2 Insured events

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- D2.1** The insured vehicle fails as a result of a collision, breakdown, or theft, or is damaged by an event caused by natural perils or fire.
- D2.2** The insured vehicle fails at its regular location as a result of tire damage, loss of or damage to keys, locked-in keys, a flat battery, or marten damage.

#### D3 Insured benefits

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AXA pays:

- D3.1** roadside assistance for breakdowns, including replacement parts to restore the vehicle to roadworthy condition at the place of damage, up to a maximum of CHF 250;
- D3.2** towing to the nearest suitable garage, up to a maximum of CHF 250;
- D3.3** vehicle recovery, up to a maximum of CHF 2,000;
- D3.4** storage fees, up to a maximum of CHF 250;
- D3.5** returning the vehicle to the policyholder's home garage, if the vehicle cannot be restored to roadworthy condition within 7 days and provided that the costs are not higher than the present value of the insured vehicle. If the insured vehicle is not returned to the permanent place of residence, AXA shall assist in arranging the formalities necessary for its scrapping, and pay the customs duties.





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