

## General Insurance Conditions (GIC)

## **Travel Insurance Intertours**

- Annual contract
- Short-term contract

Version 01.2025

## **Contents**

**Key Points at a Glance** 

### Part A Underlying Provisions of the Insurance Contract

A1	Scope of the contract	6
A2	Territorial scope	6
А3	Term of the contract	6
<b>A4</b>	Insureds	6
<b>A</b> 5	Change of address and residence	6
<b>A6</b>	Termination of the contract	7
A7	Premium payment	7
A8	Deductible	7
A9	Adjustment to the contract by us	7
A10	Duty of care and other obligations in	
	the event of a claim	7
A11	Additional duties to provide information	8
A12	Multiple insurance	8
A13	Principality of Liechtenstein	8
A14	Applicable law and place of jurisdiction	8
A15	Trade and economic sanctions	8
A16	General exclusions	8

## 4 Part B

## **Cancellation costs**

B1	Overview of benefits	9
B2	Territorial scope	10
В3	Insured events while on a trip or	
	on vacation	10
B4	Insured events during leisure time	12
<b>B</b> 5	Insured benefits	13
В6	Exclusions	13

## Part C Personal assistance

C1	Overview of benefits	14
<b>C2</b>	Territorial scope	15
С3	Insured events while on a trip or on vacation	15
<b>C4</b>	Insured benefits	16
<b>C</b> 5	Exclusions	17

### Part D Roadside assistance

D1	Overview of benefits	18
D2	Territorial scope	19
D3	Insured vehicles	19
D4	Insured events while on a trip or on vacation	19
D5	Insured events during leisure time	20
D6	Insured benefits	20
<b>D</b> 7	Exclusions	22

### Part E Medical treatment costs abroad

E1	Overview of benefits	23
<b>E2</b>	Territorial scope	23
<b>E</b> 3	Insured events while on a trip or on vacation	23
<b>E4</b>	Insured benefits	23
<b>E</b> 5	Exclusions	23

## Part F Rental car deductible

F1	Overview of benefits	25
F2	Territorial scope	25
F3	Insured vehicles	25
F4	Insured events while on a trip or on vacation	25
F5	Insured benefits	25
F6	Exclusions	26

## Part G Luggage

G1	Overview of benefits	27
G2	Territorial scope	27
G3	Insured luggage	27
G4	Insured events while on a trip or on vacation	27
<b>G</b> 5	Insured benefits	27
G6	Exclusions	28

### Part H Travel legal protection

Overview of benefits	29
Territorial scope	29
Trigger	29
Insured legal cases while on a trip or on vacation	30
Insured legal cases during leisure time	30
Insured benefits	30
Exclusions	31
	Territorial scope  Trigger  Insured legal cases while on a trip or on vacation  Insured legal cases during leisure time  Insured benefits

## Part I Claims

l1	General	32
12	Possible ways to report a claim	32
13	Duty of care and other obligations	32
14	Procedure in the event of a claim	32

### Part J Compensation

J1	Deductible	34
J2	Order of precedence for compensation	34
J3	Reduced compensation	34
J4	Due date for compensation	34
J5	Statute of limitations	34
J6	Loss mitigation costs	34
 J7	Multiple insurance policies	34

## Part K **Definitions**

Definitions 35

## Key Points at a Glance

Dear Customer,

We are very happy that you place your trust in our insurance coverage. You will find a detailed description of all of the benefits of Intertours travel insurance in these General Insurance Conditions (GIC). All coverage exclusions are highlighted in blue.

So that these GIC are easier to read, you and we are referred to, where possible, as simply "you" and "we" in the following, instead of "policyholder" and "AXA" or "AXA-ARAG."

Best regards,

Your AXA team

The Key Points at a Glance provide you with information about the key content of the insurance contract in accordance with Article 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract on the basis of the offer, the policy, the insurance conditions and the statutory provisions.

#### Who is the insurance carrier?

AXA Insurance Ltd, General Guisan Strasse 40, 8400 Winterthur (hereinafter referred to as "AXA" or "we"), a joint stock company with registered office in Winterthur and a subsidiary of the AXA Group.

The insurance carrier for the insurance module "Travel legal protection" is AXA-ARAG Legal Protection Ltd, Ernst-Nobs-Platz 7, 8004 Zurich (hereinafter referred to as "AXA-ARAG" or "we"), a joint stock company with registered office in Zurich and a subsidiary of AXA Insurance Ltd.

#### Which individuals and vehicles are covered?

The insurance covers persons who have their civil law place of residence in Switzerland or the Principality of Liechtenstein, and who are listed in the offer and/or the policy.

Provided that the "Roadside assistance" insurance module was taken out, the insurance covers passenger cars, motorcycles, recreational vehicles, delivery vans, and minibuses with an empty weight of up to 3500 kg as well as bicycles, e-bikes with pedal assistance up to and including 45 km/h, electric mopeds up to and including 45 km/h, electric scooters for seniors, wheelchairs including electric wheelchairs that are driven by an insured. The insurance also covers all trailers that are legally registered for use with the insured vehicle.

Generally, this insurance is property and casualty insurance pursuant to the Insurance Contracts Act (i.e. the loss or damage incurred is insured up to the agreed benefit).

#### What benefits do we provide?

The benefits and the scope of coverage can be found in the offer or the policy and in the insurance conditions. AXA provides the following benefits:

**Cancellation costs.** The insurance covers the costs of vacations, trips, language stays and training-related stays abroad for a maximum of 12 months if these do not take place, do not continue as booked or have to be cut short due to an insured event. The insurance also covers tickets and courses if these cannot be used or attended due to an insured event.

**Personal assistance.** The insurance covers, among other things, rescue and recovery costs as well as the costs of transportation for the trip home, for example in the following cases:

- if the vacation or trip cannot be continued as planned due to illness, accident or death;
- if the means of transportation breaks down or is canceled;
- If the travel destination is affected by a natural hazard event, strike or fire.

**Roadside assistance.** The insurance covers the organization and costs of roadside assistance as well as the costs of the direct trip home or onward travel if a vehicle used by you stops working as a result of a breakdown, collision or other insured event.

**Medical treatment costs abroad.** The insurance covers the costs of emergency outpatient or inpatient treatment abroad as a result of an accident or illness if these costs exceed the benefits paid pursuant to statutory social insurance (AIA and HIA).

**Rental car deductible.** The insurance covers the costs of the deductible charged by the car rental or car sharing company in the event of accidental damage incurred while on a trip or on vacation.

**Luggage.** The insurance covers luggage that is stolen or damaged while on a trip or on vacation. If the arrival of luggage is delayed, the insurance covers the costs of necessary purchases.

AXA-ARAG provides the following benefits:

**Travel legal protection.** In insured legal cases, we provide, in particular, the following benefits and compensation for costs up to the sum insured specified in the policy:

- legal advice and handling of the legal case;
- · necessary lawyers' fees;
- · court fees or other costs of proceedings.

#### What is not insured?

Among other things, the insurance does not cover (GIC A16):

- events or legal cases that have already occurred by the time the insurance is taken out, the insurance starts, or the trip or vacation, ticket or course is booked.
- events or legal cases whose occurrence ought reasonably to have been foreseen by you;
- events or legal cases in connection with a hazardous activity;
- benefits for insured events or legal cases that have been announced but have not yet occurred.

#### Travel legal protection.

Among other things, the insurance does not cover (GIC H7):

- legal issues and disputes that are not specified as being insured, or that are excluded;
- legal cases in respect of which the triggering event and the need for legal protection do not occur during the term of the insurance or when on a trip or on vacation;
- legal cases in connection with AXA-ARAG, its employees or the persons engaged in a legal case;
- · disputes relating to claims arising under the present contract.

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

The premium, its due date, the statutory fees and expenses are specified in the offer, the policy and the premium statement.

#### What are your main obligations in the event of a claim?

The policyholder and the insureds are required to contact us and discuss possible steps.

Please report claims to us immediately (GIC 13):

- · online via AXA.ch/report-claim
- online via the AXA app
- in writing by letter or e-mail
- · by telephone:
  - In Switzerland +41 844 802 008
  - From abroad +41 58 218 11 00
  - For luggage +41 +41 800 809 809
  - For legal cases +41 41 848 111 100

#### When does the insurance begin and end?

The insurance begins on the date shown in the policy and is valid for the period shown in the policy.

#### **Annual contract**

We may reject the offer up until the policy has been issued or a definitive cover note has been issued.

Unless the insurance contract is terminated three months prior to expiry, it is automatically renewed for another year.

#### **Short-term contract**

Our obligation to pay benefits is suspended completely until the premium is paid (payment is received by us). The short-term contract ends automatically on the day shown in the policy. Notice of termination of the short-term contract is not necessary.

#### What loss or damage is insured in terms of time?

The insurance covers loss or damage arising from events that occur during the term of the insurance.

Coverage is available for legal cases whose triggering event and the need for legal protection arose during the term of the insurance and which you notified us of during this period or at the latest three months following termination of the insurance contract. The triggering event is defined as the first actual or alleged breach of law or breach of contract. The date of the occurrence of the insured event is decisive for disputes regarding insurance benefits.

#### How to exercise the right of withdrawal

In the case of an annual contract, you may withdraw from the contract with us within 14 days of your acceptance. This deadline will be met if the withdrawal is communicated to us in writing or in another form of text (e-mail, for example) by no later than the last day of the withdrawal period.

If you do withdraw, any benefits you have already received must be paid back.

In the case of short-term contracts, the right of withdrawal only exists for contracts with a term of at least one month.

#### Special information for the Principality of Liechtenstein

You are bound by the offer to conclude an insurance contract within a period of two weeks of having received the offer or its having been sent. If a medical examination is required, the period is four weeks. If we are in breach of the duty to provide information pursuant to the Liechtenstein Law on Insurance Contracts and the Liechtenstein Insurance Supervision Act, you have the right to withdraw within four weeks of receiving the policy.

The responsible supervisory authority is FINMA, the Swiss Financial Market Supervisory Authority, 3000 Bern.

#### What definitions apply?

The key terms are explained in Part K of the GIC under "Definitions."

#### What data does AXA use and how?

We use data in accordance with the applicable statutory provisions. For more information, visit <u>AXA.ch/data-protection</u>.

## General Insurance Conditions (GIC)

## Part A Underlying Provisions of the Insurance Contract

#### A1 Scope of the contract

The policy specifies what insurance modules have been taken out. The policy, these General Insurance Conditions (GIC), any Supplementary Conditions (SC) and any Special Insurance Conditions (SIC) mentioned in the policy provide information about the scope of the insurance.

The insurance covers events that occur during the term of the contract. The term of the contract is specified in the policy.

AXA provides the travel legal protection insurance on behalf and for the account of AXA-ARAG.

#### A1.1 Advice and helpline

In the event of incidents and in emergency situations, we offer telephone advice around the clock, 365 days a year.

- In Switzerland +41 844 802 008
- From abroad +41 58 218 11 00

#### A2 Territorial scope

The territorial scope depends on the provisions of the relevant insurance modules.

#### A3 Term of the contract

#### A3.1 Beginning

#### A3.1.1 Annual contract

The insurance protection begins on the date specified in the policy and applies to events and legal cases that arise during the term of the insurance.

#### A3.1.2 Short-term contract

The insurance coverage begins on the date specified in the policy and is limited to events and legal cases relating to the insured duration of the trip.

#### A3.2 Term of the contract and extension

#### A3.2.1 Annual contract

The contract is concluded for the term of the insurance specified in the policy, after which it is automatically renewed for another year.

#### A3.2.2 **Short-term contract**

The contract is concluded for the term of the insurance specified in the policy and ends automatically on the date set out in the policy. Our obligation to pay benefits is suspended completely until the premium is paid (payment is received by us). Notice of termination of the short-term contract is not necessary.

#### A4 Insureds

Only persons domiciled under civil law in Switzerland or the Principality of Liechtenstein can be insured.

#### A4.1 Insureds in a shared household

The insurance covers all persons named in the policy who live with you (the policyholder) in a shared household. A shared household in this sense requires that you and the insureds have the same place of residence (pursuant to a confirmation of registration/confirmation of receipt of documents) and address. We must be notified of the persons to be insured.

#### A4.1.1 Contingent insurance

The policy includes contingent insurance for minors (under the age of 18), without their being mentioned by name, provided that they live together with you in a shared household.

Adults (over the age of 18) who are not listed by name in the policy will be covered by contingent insurance for a maximum of 12 months from the date on which they commence sharing a household with you. Persons who leave move out of the household they share with you are still covered by contingent insurance for 30 days following their moving out.

#### A4.2 Insureds not in a shared household

The insurance also covers all persons who are listed by name in the policy but do not live with you (the policyholder) in a shared household. We must be notified of the persons to be insured. Pursuant to GIC A4.1.1, contingent insurance does not apply to insureds who do not live together in a shared household.

#### A5 Change of address and residence

We must be notified of any change of address of an insured within 30 days of their move. If you relocate your civil law residence abroad, the insurance ends at the end of the current insurance year or, upon request by you, as of the date you move out. If an insured relocates their civil law residence abroad, the insurance protection for the person concerned ends 30 days after the move or, by agreement, as of the date of the move.

#### A6 Termination of the contract

#### A6.1 Ordinary termination

#### A6.1.1 Annual contract

Either contracting party (you and we) may terminate the contract in writing or in another form of text (e-mail, for example) as of the end of one full insurance year, subject to compliance with a period of notice of termination of three months (annual right of termination).

#### A6.1.2 **Short-term contract**

The contract ends automatically on the day shown in the policy. Notice of termination of the short-term contract is not necessary.

#### A6.2 Termination in the event of a claim

After a claim or legal case for which we provide benefits, the contract may be terminated as follows:

- By you: no later than 14 days after you become aware
  of the payment of the benefit or, in the case of travel
  legal protection, after the last service was provided,
  with coverage ending 14 days following receipt by us
  (AXA or AXA-ARAG) of the notice of termination.
- By us: at the latest on disbursement of the benefit or provision of the last service through the travel legal protection, with coverage ending 14 days following receipt by you of the notice of termination.

## A6.3 Termination in the event of multiple insurance coverage

GIC A12 applies.

#### A6.4 Termination in the event of an adjustment to the contract by us

#### A6.4.1 Annual contract

GIC A9 applies.

#### A6.4.2 **Short-term contract**

The contract ends automatically on the date specified in the policy and cannot be adjusted.

#### A7 Premium payment

#### A7.1 Amount and due date of the premium

#### A7.1.1 Annual contract

The premium specified in the policy or premium invoice is due on the first day of each insurance year; the due date for the first premium is specified in the invoice.

#### A7.1.2 Short-term contract

The premium specified in the policy or premium invoice is due when the insurance is taken out. Our obligation to pay benefits is suspended completely until the premium is paid (payment is received by us).

#### A7.2 Discounts and price reductions

Any discounts and price reductions are set out in the policy or initial premium invoice.

#### A8 Deductible

If agreed, deductibles are specified in the policy. Other rules regarding deductibles are set out in GIC J1.

#### A9 Adjustment to the contract by us

This section applies only to annual contracts. Short-term contracts cannot be adjusted for the term specified in the policy.

#### A9.1 Notice of adjustment to the contract by us

We may adjust the contract with effect from the following insurance year in the event of any changes to the following:

- · premiums;
- · rules on deductibles;
- insurance conditions;
- contractual conditions.

Notice of an adjustment to the contract must be received by you no later than 25 days prior to the start of the new insurance year.

#### A9.2 Termination by you

You have the right to terminate that part of the contract affected by the change, or the entire contract, at the end of the current insurance year. At the end of the insurance year, those parts of the contract specified by you will end. Notice of termination must be received by us no later than on the last day of the current insurance year.

#### A9.3 Consent to adjustment to the contract

If you do not terminate the contract by the end of the insurance year, this will be deemed to constitute consent to the adjustment to the contract.

#### A9.4 Changes without right of termination

You do not have any right of termination in the event of the following contract adjustments:

- change of charges, fees, premiums, deductibles and coverage if a federal authority prescribes them;
- changes to premiums due to the discontinuation of price reductions to which there is no longer any entitlement;
- changes to premiums due to changes in the number of insureds or persons obligated to pay premiums;
- · changes to premiums due to relocation;
- · changes to premiums due to your age;
- · changes to premiums or benefits in your favor.

## A10 Duty of care and other obligations in the event of a claim

GIC I3 applies.

#### A11 Additional duties to provide information

#### A11.1 Communication with us

You must address all communications to the relevant branch office or to the registered office of AXA or AXA-ARAG.

#### A11.2 Claims

GIC I1 and GIC I2 apply.

#### A11.3 Adjustment to the contract by us

GIC A9 applies.

#### A11.4 Multiple insurance

GIC A12 applies.

#### A11.5 Termination of the contract

GIC A6 applies.

#### A12 Multiple insurance

#### A12.1 Duty to notify

We must be notified immediately if there are any other insurance contracts in place for the same insured property against the same risk and for the same period of time, or if such contracts will be concluded.

#### A12.2 Termination

We may terminate the insurance within 14 days of notification of multiple insurance. The contract ends four weeks after you receive the notice of termination. If you have inadvertently taken out multiple policies, you may terminate the last policy you concluded. This must occur within four weeks of discovering the multiple insurance coverages. Notice of termination must be sent to us in writing or another form of text (e-mail, for example). The contract ends once we receive the notice of termination.

#### A13 Principality of Liechtenstein

If you are resident or have your registered office in the Principality of Liechtenstein, the references to provisions of Swiss law contained in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

#### A14 Applicable law and place of jurisdiction

#### A14.1 Applicable law

This contract is governed by Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence in the event of discrepancies with these conditions.

#### A14.2 Place of jurisdiction

The ordinary courts of Switzerland have exclusive jurisdiction over any disputes arising out of or in connection with this insurance contract. If your residence or registered office is located in the Principality of Liechtenstein, the ordinary courts of Liechtenstein have jurisdiction over such disputes.

#### A15 Trade and economic sanctions

We will not provide any insurance coverage, claims payments or any other benefits to the extent that the provision of such benefits would expose us to any sanction, prohibition or restriction under any UN resolution or any trade or economic sanctions, laws, or regulations of the European Union, the United Kingdom, the United States of America or Switzerland.

A16	General exclusions
	The insurance does not cover:
A16.1	Events or legal cases that have already occurred by the time the insurance is taken out, the insurance starts or the trip or vacation, ticket or course is booked;
A16.2	Events or legal cases whose occurrence ought reasonably to have been foreseen by you;
A16.3	Events or legal cases in connection with a hazardous activity;
A16.4	Benefits for insured events or legal cases that have been announced but have not yet occurred;
A16.5	Events or legal cases in connection with warlike events, revolution, rebellion, revolt, civil unrest or strikes if the insured was actively involved;
A16.6	Events or legal cases in connection with the willful execution of a felony or misdemeanor, or with the attempt to execute same;
A16.7	Events or legal cases in connection with the consumption of intoxicants, narcotics or medication.

## Part B Cancellation costs

#### **B1** Overview of benefits

The overview of benefits shows what benefits are paid for what events. You will find a detailed description of the events and benefits in the following sections.

B5.1 Cancellation costs
B5.2 Costs of services not used
B5.3 Costs of finding a new place for a pet

В3	Insured events while on a trip or on vacation			
B3.1	Accident, illness or death			
B3.1.1	• Insured	<b>✓</b>	<b>✓</b>	
B3.1.2	Travel partner	<b>✓</b>	<b>✓</b>	
B3.1.3	Person related or close to an insured	<b>✓</b>	<b>✓</b>	
B3.1.4	Deputy at work	<b>✓</b>	<b>✓</b>	
B3.1.5	Pet of an insured	<b>✓</b>	<b>✓</b>	
B3.1.6	Pet sitter			<b>/</b>
B3.2	Natural hazard event, fire, water or theft			
B3.2.1	Property at place of residence	<b>✓</b>	<b>✓</b>	
B3.2.2	Property located in a second apartment or house	<b>✓</b>	<b>✓</b>	
B3.2.3	Travel or vacation destination	<b>✓</b>	<b>✓</b>	
B3.2.4	Required identity documents	<b>✓</b>	<b>✓</b>	
B3.3	Terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes	<b>✓</b>	<b>✓</b>	
B3.4	Restricted zone, quarantine, epidemic or radioactive radiation	<b>✓</b>	<b>✓</b>	
B3.5	Travel restrictions due to a pandemic	<b>✓</b>	<b>✓</b>	
B3.6	Personal health risks at the travel or vacation destination	<b>✓</b>		
B3.7	Work-related events	<b>✓</b>		
B3.8	Partnership-related events	<b>✓</b>	<b>✓</b>	
B3.9	Insolvency of the organizer or the service provider	<b>✓</b>	<b>✓</b>	
B3.10	Failure of the chosen means of transportation	<b>✓</b>	<b>✓</b>	
B3.11	Lack of entry permit	<b>✓</b>	<b>✓</b>	
B3.12	Medical procedure	<b>✓</b>	<b>✓</b>	
B3.13	Receipt of an official summons	<b>✓</b>	<b>✓</b>	
B3.14	Cyber attack on an organizer or a service provider	<b>✓</b>	<b>✓</b>	

B4	Insured events during leisure time		
B4.1	Accident, illness or death		
B4.1.1	• Insured	<b>✓</b>	
B4.1.2	Person related or close to an insured	<b>✓</b>	
B4.1.3	Pet of an insured	<b>✓</b>	
B4.2	Natural hazard event, fire, water or theft		
B4.2.1	Property at place of residence	<b>✓</b>	
B4.2.2	Property located in a second apartment or house	<b>✓</b>	
B4.3	Terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes	<b>✓</b>	
B4.4	Restricted zone, quarantine, epidemic or radioactive radiation	<b>✓</b>	
B4.5	Insolvency of the organizer or the service provider	<b>✓</b>	

#### **B2** Territorial scope

The insurance is valid worldwide.

## B3 Insured events while on a trip or on vacation

#### B3.1 Accident, illness or death

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked. or has to be cut short or extended:

#### B3.1.1 Insured

An insured has an accident, becomes ill or dies.

#### B3.1.2 Travel partner

A travel partner has an accident, becomes ill or dies.

#### B3.1.3 Person related or close to an insured

A person related or close to an insured or the travel partner has an accident, becomes ill or dies.

#### B3.1.4 Deputy at work

The deputy who represents an insured while they are away from work has an accident, becomes ill or dies.

#### B3.1.5 **Pet of an insured**

The pet of an insured has an accident, becomes ill or dies.

#### B3.1.6 Pet sitter

The pet of an insured cannot be placed with the designated pet sitter because the pet sitter has an accident, becomes ill or dies.

#### B3.2 Natural hazard events, fire, water or theft

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

#### **B3.2.1** Property at place of residence

- Property at the place of residence of an insured is damaged by a natural hazard event, fire or water, requiring the presence of the insured at home during the planned trip or vacation.
- Property at the place of residence of an insured is stolen or damaged due to a burglary or an attempted burglary.

#### B3.2.2 Property located in a second home or house

- Property located in the second home or house of an insured is damaged by a natural hazard event, fire or water, requiring the presence of the insured at the location during the planned trip or vacation.
- Property located in the second home or house of an insured is stolen or damaged due to a burglary or an attempted burglary.

#### **B3.2.3** Travel or vacation destination

An official body confirms a natural hazard event or fire at the travel or vacation destination.

#### **B3.2.4** Required identity documents

Identity documents required for the trip or vacation are stolen immediately prior to the trip or vacation.

## B3.3 Terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

#### Limitation

You are required to first claim compensation for costs or damages from the relevant tour organizer or the relevant travel service provider. We provide benefits on a subsidiary basis only.

#### **B3.3.1** Confirmation from an official body

An official body confirms terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes during the period of travel or vacation.

## B3.3.2 Change of program by the organizer or the service provider

The trip or vacation itinerary is changed or canceled by the tour organizer or travel service provider due to the threat of terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes.

## B3.4 Restricted zone, quarantine, epidemic or radioactive radiation

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

An official body confirms a restricted zone, quarantine, epidemic or radioactive radiation.

#### Limitation

For events in connection with a pandemic, GIC B3.5 applies exclusively.

#### B3.5 Travel restrictions due to a pandemic

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

An official body confirms a travel restriction due to a pandemic.

#### Limitations

- GIC B3.1 applies in the event that an insured becomes ill or dies because of a pandemic.
- A maximum of three trips or vacations booked before the outbreak of a pandemic are insured per pandemic period.
- A maximum of one trip or vacation period booked during the pandemic period is insured per pandemic period.

## B3.6 Personal health risks at the travel or vacation destination

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

#### **B3.6.1** Confirmation from an official body

An official body confirms significant health risks that exist for an individual insured due to the location of the travel or vacation destination or due to the travel or vacation itself (e.g. the Zika virus in the case of pregnant women).

#### B3.6.2 Confirmation from a physician

A physician confirms significant health risks that exist for an individual insured due to the location of the travel or vacation destination or due to the trip or vacation itself.

#### **B3.7** Work-related events

The trip or vacation cannot be taken for the following reasons:

#### **Exclusions**

- The insurance does not cover any short-time work ordered by an employer.
- The insurance does not cover any postponement of a trip or vacation ordered by an employer.

#### **B3.7.1 Unexpected termination**

The employment contract of an insured is unexpectedly terminated after the trip or vacation was booked.

#### B3.7.2 New employer

An insured takes up a new job after booking the trip or vacation and the new employer does not approve the trip or the vacation already booked.

#### B3.8 Partnership-related events

The trip or vacation cannot be taken for the following reasons:

#### Limitation

The insurance covers only the costs of joint trips or vacations of the relevant marriage or cohabitation partners or the relevant registered partner.

#### B3.8.1 Dissolution of a marriage or marital partnership

The marriage between insureds or the marital partnership of insureds is dissolved after the trip or vacation has been booked.

#### B3.8.2 **Dissolution of a registered partnership**

The registered partnership or an existing partnership between the relevant insureds is dissolved after the trip or vacation has been booked.

#### B3.8.3 Dissolution of a cohabitation arrangement

An insured dissolves a cohabitation arrangement that has lasted at least five years. The insured is required to confirm the dissolution of the joint residence.

#### B3.9 Insolvency of the organizer or the service provider

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

A tour organizer or a travel service provider is no longer able to meet their obligations as a result of insolvency or bankruptcy.

#### Limitation

You are required to first claim compensation for costs or damages from the relevant tour organizer, travel service provider or any liable third party (e.g. the *Garantiefonds der Schweizer Reisebranche* (Swiss travel industry guarantee fund). We provide benefits on a subsidiary basis only.

#### B3.10 Failure of the chosen means of transportation

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

#### Limitation

You are required to first claim compensation for costs or damages from the relevant travel or transportation company. We provide benefits on a subsidiary basis only.

#### **B3.10.1** Private means of transportation

The private means of transportation chosen fails due to a collision, breakdown, theft, natural hazard event, fire or water.

#### Limitation

The insurance only covers mishaps that are confirmed by a roadside assistance service or a police report.

#### **B3.10.2** Public means of transportation

The public means of transportation chosen (excluding a public flight) breaks down or is canceled or is delayed by at least one hour.

#### B3.10.3 Public flight

The public flight selected is canceled or delayed by at least two hours.

#### B3.11 Lack of an entry permit

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

#### **Exclusion**

Pursuant to GIC B3.5, the insurance does not cover events in connection with a pandemic.

#### **B3.11.1** Proper and timely application

An entry permit applied for properly and in a timely manner is refused or not granted.

#### **B3.11.2** No fault withdrawal

A valid entry permit is withdrawn and the insured is not responsible for its withdrawal.

#### **B3.12** Medical procedure

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

During the time of the trip or vacation, an insured is required to undergo a medical procedure ordered by a physician that is important, unforeseen and cannot be deferred (e.g. in connection with the donation of organs).

#### Limitation

If the medical procedure is attributable to an accident or illness suffered by an insured, the provisions of GIC B3.1 apply exclusively.

#### **Exclusion**

The insurance does not cover medical or cosmetic procedures for aesthetic purposes.

#### **B3.13** Receipt of an official summons

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

An insured receives an official summons for a date that cannot be postponed (e.g. march order, police questioning, to serve as witness in a criminal proceeding or court case).

#### B3.14 Cyber attack on an organizer or a service provider

For the following reasons, the trip or vacation cannot be commenced or is delayed, cannot be continued as booked, or has to be cut short or extended:

A tour organizer or travel service provider is no longer able to meet their obligations due to a cyber attack.

#### Limitation

You are required to first claim compensation for costs or damages from the relevant tour organizer or the relevant travel service provider. We provide benefits on a subsidiary basis only.

#### **Exclusion**

The insurance does not cover cyber attacks on a large number of tour organizers or travel service providers (e.g. airports, booking sites).

#### B4 Insured events during leisure time

The insurance covers tickets purchased for events or courses booked by you for your leisure time.

#### B4.1 Accident, illness or death

The ticket purchased or course booked cannot be used or attended due to the following reasons:

#### B4.1.1 Insured

An insured has an accident, becomes ill or dies.

#### B4.1.2 Person related or close to an insured

A person related or close to an insured has an accident, becomes ill or dies.

#### B4.1.3 Pet of an insured

The pet of an insured has an accident, becomes ill or dies.

#### B4.2 Natural hazard event, fire, water or theft

The ticket purchased or course booked cannot be used or attended due to the following reasons:

#### B4.2.1 Property at place of residence

- The property of an insured at their place of residence is damaged by a natural hazard event, fire or water, requiring the presence of the insured at home during the planned event or the planned course.
- Property at the place of residence of an insured is stolen or damaged due to a burglary or an attempted burglary.

#### B4.2.2 Property located in a second home or house

- Property located in the second home or house of an insured is damaged by a natural hazard event, fire or water, requiring the presence of the insured at the location during the planned event or the planned course.
- Property located in the second home or house of an insured is stolen or damaged due to a burglary or an attempted burglary.

## B4.3 Terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes

The ticket purchased cannot be used or the course booked cannot be attended due to the following reasons:

#### Limitation

You are required to first claim compensation for costs or damages from the relevant organizer or the relevant service provider. We provide benefits on a subsidiary basis only.

#### **B4.3.1** Confirmation from an official body

An official body confirms terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes during the time of the event or the course.

## B4.3.2 Change of program by the organizer or the service provider

The event or the course is changed or canceled by the organizer or service provider due to the threat of terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes.

## B4.4 Restricted zone, quarantine, epidemic or radioactive radiation

The ticket purchased cannot be used or the course booked cannot be attended due to the following reasons:

An official body confirms a restricted zone, quarantine, epidemic or radioactive radiation.

#### B4.5 Insolvency of the organizer or service provider

The ticket purchased cannot be used or the course booked cannot be attended due to the following reasons:

An organizer or a service provider is no longer able to meet their obligations as a result of insolvency or bank-ruptcy.

#### Limitation

You are required to first claim compensation for costs or damages from the relevant organizer or the relevant service provider. We provide benefits on a subsidiary basis only.

#### **B5** Insured benefits

The insurance covers the full costs of the trip or the vacation (taking into account any cancellation policy), the tickets or the courses in accordance with the contract as part of the total sum or indemnity limits per event specified in the policy.

For each claim, the costs incurred for all insureds are added together and compensated up to the total sum at most. The indemnity limits are a part of the total sum.

If an insured event affects only one insured, the costs incurred for all insureds traveling with them are still covered, even if they themselves are not affected.

#### **B5.1** Cancellation costs

We cover the cancellation costs (including any contributions to climate protection) incurred due to an insured event in accordance with GIC B1, as well as any resulting processing fees, limited to the total sum or indemnity limits specified in the policy.

Costs are only covered for insureds listed by name in the policy in accordance with GIC A4. Costs that an insured has assumed for third parties are not insured.

#### B5.2 Costs of services not used

We cover the costs of services not used as well as any fees for rebooking caused by an insured event pursuant to GIC B1 if the trip or vacation is delayed, cannot be continued as booked or has to be cut short. The costs are limited to the total sum or indemnity limits specified in the policy.

#### B5.3 Costs of finding a new place for a pet

We cover the costs incurred as a result of an insured event in accordance with GIC B1 that are necessary to board the pet up to a maximum of CHF 1,000 per event.

#### **Exclusions B6** The exclusions below apply in addition to the general exclusions pursuant to GIC A16. The insurance does not cover: B6.1 business trips; B6.2 subscriptions, season tickets, annual tickets, school and study fees; B6.3 additional costs incurred for alternative bookings; events in connection with changes to the program or the **B6.4** course of the trip or vacation booked, the booked event or the booked course by the organizer or the service provider. This also applies because of an official order. This exclusion does not apply to GIC B3.3.2 and GIC B4.3.2; events that are attributable to the failure of the insured B6.5 to comply with conditions or entry requirements; events during trips or vacation for the purpose of a medi-**B6.6** cal or cosmetic procedure or a medical or cosmetic treatment.

### Part C Personal assistance

#### C1 Overview of benefits

The overview of benefits shows what benefits are paid for what events. You will find a detailed description of the events and benefits in the following sections.

2	Insured benefits
C4.1	Rescue and recovery costs
C4.2	Costs of any search
C4.3.1	Transportation costs – Trip home
C4.3.2	Transportation costs – Onward travel
C4.3.3	Transportation costs – Physician or hospital
C4.3.4	Transportation costs – Delayed departure
C4.3.5	Costs of transportation – Hospital visit by person related or close to the insured
C4.3.6	Transport costs – Death
C4.4.1	Additional costs for accommodation and meals - stay
C4.4.2	Additional costs for accommodation and meals - lodging
C4.5	Costs for the return of insured children
C4.6	Travel expenses for a driver
C4.7	Advance on the costs of medical treatment abroad
C4.8	Interpreter costs abroad
C4.9	Costs of necessary travel documents

C3.1	Accident, illness or death															
C3.1.1	• Insured	<b>✓</b>	<b>✓</b>													
C3.1.2	Travel partner			<b>✓</b>	<b>✓</b>					<b>✓</b>					<b>✓</b>	
C3.1.3	<ul> <li>Person related or close to an insured</li> </ul>			<b>~</b>	<b>~</b>					~					<b>✓</b>	
C3.1.4	Deputy at work			<b>✓</b>	<b>✓</b>					<b>✓</b>					<b>✓</b>	
C3.1.5	• Pet of an insured			<b>✓</b>	<b>✓</b>					<b>✓</b>					<b>✓</b>	
C3.2	Natural hazard event, fire, water or thef	į														
C3.2.1	Property at place of residence			<b>/</b>	<b>✓</b>					<b>✓</b>					<b>/</b>	
C3.2.2	Property located in a second apart- ment or house			<b>~</b>	<b>~</b>					<b>~</b>					<b>✓</b>	
C3.2.3	Travel or vacation destination			<b>✓</b>	<b>✓</b>					<b>✓</b>					<b>✓</b>	
C3.3	Terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes			<b>/</b>	<b>~</b>					<b>/</b>					<b>&gt;</b>	
C3.4	Restricted zone, quarantine, epidemic or radioactive radiation			<b>✓</b>	<b>✓</b>					<b>~</b>					<b>✓</b>	
C3.5	Personal health risks at the travel or vacation destination			<b>✓</b>	<b>✓</b>					<b>~</b>					<b>✓</b>	
C3.6	Insolvency of the organizer or the service provider			<b>~</b>	<b>~</b>					<b>~</b>					<b>✓</b>	
C3.7	Failure of the chosen means of transportation			<b>~</b>	<b>~</b>					<b>~</b>					<b>✓</b>	
C3.8	Loss of payment documents or travel documents			<b>✓</b>	<b>~</b>					<b>~</b>					<b>✓</b>	

#### C2 Territorial scope

The insurance is valid worldwide.

## C3 Insured events while on a trip or on vacation

#### C3.1 Accident, illness or death

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

#### C3.1.1 Insured

An insured has an accident, becomes ill or dies.

#### C3.1.2 Travel partner

A travel partner has an accident, becomes ill or dies.

#### C3.1.3 Person related or close to an insured

A person related or close to an insured or the travel partner has an accident, becomes ill or dies.

#### C3.1.4 Deputy at work

The deputy who represents an insured while they are away from work has an accident, becomes ill or dies.

#### C3.1.5 Pet of an insured

The pet of an insured has an accident, becomes ill or dies.

#### C3.2 Natural hazard event, fire, water or theft

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

#### C3.2.1 Property at place of residence

- Property at the place of residence of an insured is damaged by a natural hazard event, fire or water, requiring the presence of the insured at home during the planned trip or vacation.
- Property at the place of residence of an insured is stolen or damaged due to a burglary or an attempted burglary.

#### C3.2.2 Property located in a second apartment or house

- Property located in the second apartment or house of an insured is damaged by a natural hazard event, fire or water, requiring the presence of the insured at the location during the planned trip or vacation.
- Property located in the second apartment or house of an insured is stolen or damaged due to a burglary or an attempted burglary.

#### C3.2.3 Travel or vacation destination

An official body confirms a natural hazard event or fire at the travel or vacation destination.

#### C3.3 Terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

#### Limitation

You are required to first claim compensation for costs or damages from the relevant tour organizer or the relevant travel service provider. We provide benefits on a subsidiary basis only.

#### C3.3.1 Confirmation from an official body

An official body confirms terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes during the period of travel or vacation.

## C3.3.2 Change of itinerary by the organizer or the service provider

The trip or vacation itinerary is changed or canceled by the tour organizer or travel service provider due to the threat of terrorism, warlike events, revolution, rebellion, uprising, civil unrest or strikes.

## C3.4 Restricted zone, quarantine, epidemic, pandemic or radioactive radiation

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

An official body confirms a restricted zone, quarantine, epidemic, pandemic or radioactive radiation.

## C3.5 Personal health risks at the travel or vacation destination

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

#### C3.5.1 Confirmation from an official body

An official body confirms significant health risks that exist for an individual insured due to the location of the travel or vacation destination or due to the trip or vacation itself.

#### C3.5.2 Confirmation from a physician

A physician confirms significant health risks that exist for an individual insured due to the location of the travel or vacation destination or due to the trip or vacation itself.

#### C3.6 Insolvency of the organizer or the service provider

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

A tour organizer or travel service provider is no longer able to meet their obligations as a result of insolvency or bankruptcy.

#### Limitation

You are required to first claim costs or compensation from the relevant tour organizer, the relevant travel service provider or the liable third party (e.g. the *Garantiefonds der Schweizer Reisebranche* (Swiss travel industry guarantee fund). We provide benefits on a subsidiary basis only.

#### C3.7 Failure of the chosen means of transportation

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

#### Limitation

You are required to first claim compensation for costs or damages from the relevant travel or transportation company. We provide benefits on a subsidiary basis only.

#### C3.7.1 Private means of transportation

The private means of transportation chosen breaks down immediately before the start of the trip or vacation or en route, and it is not possible to repair it before the start of the trip, continuation of it or return trip.

#### **Exclusions**

- The insurance does not cover events that are attributable to a defect or poor maintenance of the private means of transportation.
- We do not provide any benefits for the transport or recovery of cargo.

#### C3.7.2 Public means of transportation

The public means of transportation chosen (excluding a public flight) is canceled or delayed by at least one hour.

#### C3.7.3 Public flight

The public flight chosen is canceled or delayed by at least two hours.

#### C3.8 Loss of payment documents or travel documents

The trip or vacation cannot be continued as booked, or has to be cut short or extended for the following reasons:

The personal debit card, credit card, prepaid travel card, personal identity documents or the personal ticket of an insured is stolen or gets lost (exhaustive list).

#### **Exclusion**

The insurance does not cover the loss of cash.

#### C4 Insured benefits

The insurance covers the organization and the costs up to a maximum of the total sum or indemnity limits per event specified in the policy.

For each claim, the costs incurred for all insureds are added together and compensated up to the total sum at most. The indemnity limits are a part of the total sum.

#### C4.1 Rescue and recovery costs

We cover the rescue and recovery costs due to an insured event pursuant to GIC C1, limited to the total sum specified in the policy.

#### C4.2 Search costs

We cover the search costs due to the feared occurrence of an insured event in accordance with GIC C1, limited to the indemnity limit specified in the policy.

#### Limitation

We cover benefits on a subsidiary basis only. In addition, benefits are only provided if a missing person report has been filed with the nearest police station beforehand.

#### C4.3 Transportation costs

#### C4.3.1 Trip home

We cover the costs of transportation necessary as a result of an insured event in accordance with GIC C1, for returning the insured directly to their place of residence, limited to the total sum specified in the policy.

#### C4.3.2 Onward travel

If there is no trip home in accordance with GIC C4.3.1 due to an insured event pursuant to GIC C1, we cover the costs of transportation necessary for onward travel, limited to the indemnity limit specified in the policy.

#### C4.3.3 Physician or hospital

- We cover the costs of transportation necessary, due to an insured event pursuant to GIC C1, to travel to the nearest suitable physician or hospital, limited to the total sum specified in the policy.
- In addition, we cover the costs of transportation necessary, due to an insured event pursuant to GIC C1, to return to a hospital at the place of residence of the insurance or to return to their place of residence, provided that this is medically ordered by a physician or a hospital. We also cover any transportation costs of a person required to accompany the patient by order of a physician, limited to the total sum specified in the policy.

#### **Exclusion**

The insurance does not cover the costs for an independently requested transfer to another hospital if this is not medically prescribed or necessary.

#### C4.3.4 Delayed departure

If the departure of a trip or a vacation is delayed as a result of an insured event in accordance with GIC C1, we cover the additional costs incurred for a replacement booking, if no rebooking is possible, limited to the indemnity limit specified in the policy.

# C4.3.5 Hospital visit by person related or close to the insured We cover the costs of transportation necessary due to an insured event pursuant to GIC C1 for a one-time visit to a hospital abroad by a person related or close to the insured, provided that the hospital stay lasts more than seven days, limited to the indemnity limit specified in the policy.

#### C4.3.6 Death

- We cover the costs of transport necessary, due to the death of an insured pursuant to GIC C1, for the recovery and repatriation of the deceased to their place of residence, and take care of the formalities required for this, limited to the total sum specified in the policy.
- If, in the event of a death abroad, repatriation of the decreased to their place of residence is not desired, we cover the costs necessary:
  - either for cremation of the body and transport of the urn to the place of residence of the deceased
  - or for burial on location.

The benefits are limited to the repatriation costs calculated or to the total sum specified in the policy.

## **C4.4** Additional costs for accommodation and meals C4.4.1 Stay

We cover the additional costs for accommodation and meals incurred as a result of an insured event in accordance with GIC C1 for an unforeseen necessary stay, limited to the indemnity limit specified in the policy.

#### C4.4.2 Lodging

We cover the additional costs for accommodation and meals incurred as a result of an insured event in accordance with GIC C1 for a more suitable accommodation, limited to the indemnity limit specified in the policy.

#### C4.5 Costs for the return of insured children

We cover the transportation costs necessary as a result of an insured event in accordance with the GIC C1, as well as the additional accommodation and food expenses for one person to return the minor insured children traveling with an insured to their place of residence, limited to the total sum specified in the policy, provided that the other insureds traveling with them are no longer able to look after these children.

#### **Exclusion**

The insurance does not cover additional costs for accommodation and meals for stays in medical facilities such as hospitals, for example.

#### C4.6 Travel expenses for a driver

We cover the additional costs for a driver incurred as a result of an insured event in accordance with GIC C1 to return the vehicle to the place of residence of the insured if no person capable of driving is traveling with the insured, limited to the total sum specified in the policy.

#### C4.7 Advance on the costs of medical treatment abroad

We cover a repayable advance on the costs of medical treatment as a result of an insured event in accordance with GIC C1, limited to the indemnity limit specified in the policy.

#### C4.8 Interpreter costs abroad

We cover the costs incurred for a certified interpreter as a result of an insured event in accordance with GIC C1, limited to the indemnity limit specified in the policy.

#### C4.9 Costs of necessary travel documents

We cover the costs incurred as a result of an insured event in accordance with GIC C1 to procure personal and necessary travel documents (emergency passport and ID card) for onward travel, limited to the indemnity limit specified in the policy.

#### **C5 Exclusions** The exclusions below apply in addition to the general exclusions pursuant to GIC A16. The insurance does not cover: C5.1 business trips; C5.2 events in connection with any change by the organizer or the service provider to the itinerary or the course of the trip or vacation booked. This applies even if the change is based on an official order. This exclusion does not apply to GIC C3.3.2; C5.3 events that are attributable to the failure of the insured to comply with conditions or entry requirements; C5.4 events during trips or vacation for the purpose of a medical or cosmetic procedure or a medical or cosmetic treatment; C5.5 events in connection with active participation in races, rallies and similar competitive driving events and while

driving on race tracks and training tracks (e.g. skid control courses, sports driving courses, with the exception of training courses in Switzerland recognized

by us).

### Part D Roadside assistance

#### **D1** Overview of benefits

The overview of benefits shows what benefits are paid for what events. You will find a detailed description of the events and benefits in the following sections.

	benefits in the following sections.																				
	Insured benefits	.1 Roadside assistance	.2 Towing	.3 Vehicle recovery	.4 Storage fees	.5 Costs of shipping replacement parts abroad	D6.6.1 Return of vehicle - Within Switzerland	D6.6.2 Return of vehicle - From abroad	D6.6.3 Return of vehicle - Following a theft	.7 Guarantees for return of vehicle	.8 Rescue and recovery costs	.9 Search costs	D6.10.1 Transportation costs - Trip home	D6.10.2 Transportation costs - Onward travel	D6.10.3 Transportation costs - Physician or hospital	D6.10.4 Transportation costs - Travel companions	D6.10.5 Transport costs – Death	D6.11.1 Additional costs for accommodation and meals - stay	D6.11.2 Additional costs for accommodation and meals - lodging	D6.11.3 Additional costs for accommodation and meals - travel companions	D6.12 Costs for the return of insured children
	90	D6.1	D6.2	D6.3	D6.4	D6.5	D6.	De.	D6.	D6.7	D6.8	D6.9	De.	De.	De.	De.	De.	De.	D6.	D6.	D6.
<b>D4</b>	Insured events while	e on	a tri	p or	on va	cati	on														
D4.1	Breakdown, natu- ral hazard event, fire, water, theft or collision	<b>/</b>	<b>~</b>	<b>/</b>	<b>/</b>	<b>/</b>	<b>~</b>	<b>~</b>	<b>~</b>	>	<b>~</b>	<b>✓</b>	<b>~</b>	<b>~</b>	<b>&gt;</b>	<b>~</b>	<b>✓</b>	<b>/</b>	<b>&gt;</b>	<b>&gt;</b>	✓
D4.2	.2 Getting stuck in snow or a field																				
D5	Insured events during leisure time																				
D5.1	Breakdown, natural hazard event, fire, wa- ter, theft or collision	<b>/</b>	<b>✓</b>	<b>/</b>	<b>~</b>	<b>/</b>	<b>~</b>	<b>~</b>	<b>~</b>	>	<b>✓</b>		<b>~</b>		<b>\</b>	<b>/</b>					
D5.2	Getting stuck in snow or a field	~																			

The insurance is valid for the countries shown in light green on the map. In the case of sea crossings, the insurance is valid if the place of departure and the place of destination are in these countries.



#### D2 Territorial scope

The insurance is valid in Switzerland, Europe and the countries bordering the Mediterranean (excluding the Russian Federation, Crimea, Belarus, Georgia, Armenia, Azerbaijan, Syria, Kazakhstan, Egypt, Lebanon, Libya, Israel and Cyprus). GIC D1 provides you with a visual overview.

#### **Exclusion**

Overseas territories of European countries are not included in the territorial scope.

#### D3 Insured vehicles

The insurance covers vehicles with an empty weight of up to 3,500 kg.

These comprise:

- passenger cars, motorcycles, mobile homes, delivery vans and minibuses driven or used by an insured;
- bicycles, e-bikes with pedal assistance up to and including 45 km/h, electric mopeds up to and including 45 km/h, electric scooters for seniors, wheelchairs, including electric wheelchairs that are driven or used by an insured;
- all trailers that are legally registered for use with the insured vehicle.

#### **Exclusions**

The insurance does not cover:

- vehicles with dealer, daily, transfer and temporary license plates;
- taxis or driver training vehicles;
- personal light electric vehicles such as electric scooters, Segways, electric bikeboards, etc.;
- borrowed vehicles that are registered abroad and used in Switzerland.

## D4 Insured events while on a trip or on vacation

## D4.1 Breakdown, natural hazard event, fire, water, theft or collision

The insured vehicle driven or used by you:

- is unavailable due to a breakdown, theft or collision while on a trip or on vacation;
- is damaged by a natural hazard event, fire or water while on a trip or on vacation.

#### Exclusion

The insurance does not cover events that are attributable to a defect in or poor maintenance of the insured vehicle.

#### D4.2 Getting stuck in snow or a field

The insured vehicle driven or used by you gets stuck in the snow or in a field while traveling or on vacation.

#### D5 Insured events during leisure time

## D5.1 Breakdown, natural hazard event, fire, water, theft or collision

The insured vehicle driven or used by you:

- fails due to a breakdown, theft or collision during leisure time;
- fails due to a breakdown during a training course in Switzerland recognized by us;
- is damaged by a natural hazard event, fire or water during leisure time.

#### **Exclusion**

The insurance does not cover events that are attributable to a defect in or poor maintenance of the insured vehicle.

#### D5.2 Getting stuck in snow or a field

The insured vehicle driven or used by you during leisure time gets stuck in the snow or in a field.

#### D6 Insured benefits

The organization and costs are insured up to a maximum of the total sum or indemnity limits per event specified in the policy.

For each claim, the costs incurred for all insureds are added together and compensated up to the total sum at most. The indemnity limits are a part of the total sum.

#### D6.1 Roadside assistance

We cover roadside assistance as a result of an insured event in accordance with GIC D1 to restore the vehicle to roadworthy condition at the location of the breakdown, including replacement parts that are usually carried in roadside assistance vehicles (e.g. cables, clamps, hoses, fuses), limited to the total sum specified in the policy. This is equivalent to any officially organized roadside assistance.

#### Limitation

If the insured organizes roadside assistance to restore the vehicle to roadworthy condition at the location of the breakdown on their own, we will cover the costs, limited to the indemnity limit specified in the policy.

#### **Exclusion**

The insurance does not cover batteries, for example, as replacement parts.

#### D6.2 Towing

If the roadworthy condition of the insured vehicle cannot be restored at the location of the breakdown in accordance with GIC D6.1, we will pay for towing, organized by us, to the nearest suitable repair shop. This is equivalent to any officially organized towing service. The costs are limited to the total sum specified in the policy.

#### Limitation

If the insured organizes towing to the nearest suitable repair shop on their own, we will cover the costs limited to the indemnity limit specified in the policy.

#### D6.3 Vehicle recovery

We will cover the costs to recover the vehicle incurred as a result of an insured event in accordance with GIC D1, limited to the indemnity limit specified in the policy.

#### D6.4 Storage fees

We cover the costs incurred for storage (e.g. if the vehicle involved in an accident is parked at a repair shop site for a few days) as a result of an insured event in accordance with GIC D1, limited to the indemnity limit specified in the policy.

#### D6.5 Costs of shipping replacement parts abroad

We cover the costs incurred as a result of an insured event in accordance with GIC D1 to ship replacement parts abroad, which are necessary for roadworthiness, limited to the indemnity limit specified in the policy. The shipping must be organized by you.

#### **Exclusion**

The insurance does not cover the costs of the replacement parts themselves.

#### D6.6 Return of vehicle

#### **Exclusions**

- The insurance does not cover the costs to return bicycles, e-bikes, electric mopeds, electric scooters for seniors, wheelchairs, including electric wheelchairs if they have been stolen.
- The insurance does not cover returns that are self-organized.
- The insurance does not cover the costs to return repaired vehicles.
- The insurance does not cover the costs for any desired transport to a repair shop abroad (e.g. from Spain to Portugal).
- The insurance does not cover the costs of returning vehicles with foreign license plates to the home garage of the insured in Switzerland.
- If the costs to return the vehicle from abroad exceed the present value of the insured vehicle, no benefits will be paid.

#### D6.6.1 Within Switzerland

We cover the costs incurred as a result of an insured event in accordance with GIC D1 to return the insured vehicle, including any trailer, to the home garage of the insured in Switzerland, limited to the present value of the insured vehicle or the total sum specified in the policy if the nearest suitable official repair shop cannot carry out the repair within two hours.

#### Limitation

When bicycles and e-bikes are returned, an insured must accompany them.

#### D6.6.2 From abroad

We cover the following incurred as a result of an insured event in accordance with GIC D1:

 the costs incurred to return the insured vehicle, including any trailer, to the home garage of the insured in Switzerland, limited to the present value of the insured vehicle or the total sum specified in the policy if the nearest suitable official repair shop outside Switzerland cannot carry out the repair on the same day.

- If return of the vehicle to Switzerland is not possible or the costs incurred are greater than the present value of the vehicle or trailer.
  - we will assist you with the customs formalities for scrapping, limited to the indemnity limit specified in the policy.
  - the costs required for scrapping and for customs, limited to the indemnity limit specified in the policy.

#### Limitations

- When bicycles and e-bikes are returned, an insured must accompany them.
- For the return of insured vehicles from North African countries and Turkey, the additional official formalities required must be completed by the insured.
- AXA reserves the right to request that the extent of the damage be assessed if the costs to return the vehicle are likely to exceed the present value of the insured vehicle. We cover the costs for this, limited to the indemnity limit specified in the policy.

#### D6.6.3 Following a theft

We cover the costs incurred as a result of an insured event in accordance with GIC D1 to return the insured vehicle, including any trailer, to the home garage of the insured in Switzerland, limited to the present value of the insured vehicle or the total sum specified in the policy, provided that the insured vehicle stolen is recovered within 30 days of the theft.

#### D6.7 Guarantees for return of vehicle

If an insured vehicle is returned to the home garage of the insured in Switzerland in accordance with GIC D6.6, we will pay the costs incurred for a replacement vehicle, limited to the indemnity limit specified in the policy, if the guaranteed periods for return of the vehicle cannot be met.

The following return periods apply:

- within Switzerland: 3 working days (excluding direct transfers by roadside assistance services)
- remaining scope: 15 working days

The return periods are calculated from the date on which we are in receipt of all necessary documents and are able to issue the order for transport (working days are Monday to Friday excluding local public holidays).

#### D6.8 Rescue and recovery costs

We cover the rescue and recovery costs incurred as a result of an insured event pursuant to GIC D1, limited to the total sum specified in the policy.

#### D6.9 Search costs

We cover the search costs incurred as a result of the suspected occurrence of an insured event in accordance with GIC D1, limited to the indemnity limit specified in the policy.

#### Limitation

We cover benefits on a subsidiary basis only. In addition, benefits are only provided if a missing person report has been filed with the nearest police station beforehand.

#### D6.10 Transportation costs

#### D6.10.1 Trip home

We cover the costs of transportation necessary as a result of an insured event in accordance with GIC D1 for a direct return to the place of residence, limited to the total sum specified in the policy.

#### D6.10.2 Onward travel

If there is no trip home in accordance with GIC D6.10.1 as a result of an insured event in accordance with GIC D1, we cover the costs of transportation necessary for onward travel, limited to the indemnity limit specified in the policy.

#### D6.10.3 Physician or hospital

- We cover the costs of transportation necessary, as a result of an insured event in accordance with GIC D1, to travel to the nearest suitable physician or nearest suitable hospital, limited to the total sum specified in the policy.
- In addition, we cover the transportation costs necessary as a result of an insured event in accordance with GIC D1 to return to a hospital at the place of residence of the insured or to return to their place of residence, provided that this is medically ordered by a physician or a hospital. We also cover any transportation costs of a person required to accompany the patient by order of a physician, limited to the total sum specified in the policy.

#### **Exclusion**

The insurance does not cover the costs for an independently requested transfer to another hospital if this is not medically prescribed or necessary.

#### D6.10.4 Travel companions

We also cover, as a result of an insured event in accordance with GIC D1, the benefits in accordance with GIC D6.10.1 and D6.10.2 for persons and pets accompanying the insured, limited to the indemnity limit specified in the policy.

#### D6.10.5 **Death**

- We cover the costs of transport necessary, due to the death of an insured pursuant to GIC D1, for the recovery and repatriation of the deceased to their place of residence, and take care of the formalities required for this, limited to the total sum specified in the policy.
- If, in the event of a death abroad, repatriation of the decreased to their place of residence is not desired, we cover the costs necessary:
  - either for cremation of the body and transport of the urn to the place of residence of the deceased
  - or for burial on location.

The benefits are limited to the repatriation costs calculated or to the total sum specified in the policy.

#### D6.11 Additional costs for accommodation and meals

#### **Exclusion**

The insurance does not cover additional costs for accommodation and meals for stays in medical facilities such as hospitals, for example.

#### D6.11.1 Stay

We cover the additional costs for accommodation and meals incurred as a result of an insured event in accordance with GIC D1 for an unforeseen necessary stay, limited to the indemnity limit specified in the policy

#### D6.11.2 Lodging

We cover the additional costs for accommodation and meals incurred as a result of an insured event in accordance with GIC D1 for more suitable lodging, limited to the indemnity limit specified in the policy.

#### D6.11.3 Travel companions

We also cover, as a result of an insured event in accordance with GIC D1, the benefits in accordance with GIC D6.11.1 and D6.11.2 for persons and pets accompanying the insured, limited to the indemnity limit specified in the policy.

#### D6.12 Costs for the return of insured children

We cover the transportation costs necessary as a result of an insured event in accordance with the GIC D1, as well as the additional accommodation and food expenses for one person to return the minor insured children traveling with an insured to their place of residence, limited to the total sum specified in the policy, provided that the other insureds traveling with them are no longer able to look after these children.

D7	Exclusions
	The exclusions below apply in addition to the general exclusions pursuant to GIC A16.
	The insurance does not cover:
D7.1	benefits in connection with cargo (e.g. boat, fruit, goods to be declared);
D7.2	damage while the vehicle is being returned: If the insured vehicle sustains damage while being returned under arrangements made by AXA, AXA will be liable only if there is proof of gross negligence on its part;
D7.3	commercial transport;
D7.4	vehicles that are not roadworthy or licensed pursuant to the applicable statutory provisions;
D7.5	entrusted vehicles that are used for trips for which you were not authorized, as well as damage resulting from trips taken without official authorization;
D7.6	events in connection with active participation in races, rallies and similar competitive driving events and while driving on race tracks and training tracks (e.g. skid control courses, sports driving courses, with the exception of training courses in Switzerland recognized by us).

#### Part E

#### Medical treatment costs abroad

#### **E1** Overview of benefits

The overview of benefits shows what benefits are paid for what events. You will find a detailed description of the events and benefits in the following sections.

Costs of medical treatment

Insured benefits

-: -:

Insured events while on a trip or on vacation

E3.1 Accident or illness

**E3** 

**V** 

#### **E2** Territorial scope

The insurance applies outside Switzerland for emergency treatment while on a trip or on vacation.

## E3 Insured events while on a trip or on vacation

#### E3.1 Accident or illness

An insured has an accident or becomes ill while on a trip or on vacation.

#### **E4** Insured benefits

The insurance covers the organization and the costs up to a maximum of the total sum per event specified in the policy.

For each claim, the costs incurred for all insureds are added together and compensated up to the total sum at most.

#### E4.1 Costs of medical treatment abroad

We cover the costs incurred as a result of an insured event in accordance with GIC E1 for emergency, scientifically recognized, and appropriate outpatient and inpatient treatment, limited to the total sum specified in the policy.

#### Limitations

- Benefits are only paid for effective, appropriate and efficient diagnostic and therapeutic measures, medicines and aids.
- The effectiveness must be proven by scientific methods, provided this is possible and appropriate in the case of the procedures used.
- All contractually agreed benefits from AXA are available as a supplement to the benefits in accordance with the Swiss legislation on military, accident, disability and health insurance, the benefits provided by other social insurance providers, and the benefits provided by corresponding foreign insurers.

#### **E5** Exclusions

The exclusions below apply in addition to the general exclusions pursuant to GIC A16.

#### The insurance does not cover:

**E5.1** the costs of an ineffective, inappropriate or inefficient treatment;

## **E5.2** the costs of non-emergency treatment such as, for example,

- · scheduled inpatient or outpatient treatment;
- cosmetic treatments and operations;
- · artificial insemination and infertility treatments;
- gender reassignment surgery;
- dental treatments;
- services for physical withdrawal such as withdrawal treatments;
- transplants;
- slimming treatments, strengthening therapies and cell therapies;

E5.3	cost contributions, patient copays and expenses, especially legal and agreed cost contributions by mandatory health insurance;
E5.4	services that are to be provided by the public authorities in accordance with the Health Insurance Act (HIA);
E5.5	illnesses and accidents, including complications and long-term effects in connection with the use of nuclear and radioactive substances for military purposes in Switzerland and abroad in times of war and of peace;
E5.6	illnesses and accidents, including complications and long-term effects in connection with the effects of ionizing radiation and damage due to nuclear energy;
E5.7	treatments as a result of epidemics and pandemics;
E5.8	treatments as a result of earthquakes or other severe earth tremors and meteor strikes;
E5.9	self-mutilation, suicide and attempted suicide;
E5.10	outpatient or inpatient treatment in Switzerland or relating to travel within Switzerland.

## Part F Rental car deductible

#### F1 Overview of benefits

The overview of benefits shows what benefits are paid for what events. You will find a detailed description of the events and benefits in the following sections.

insured benefits Deductible from rental

Ded

7.

#### F4 Insured events while on a trip or on vacation

F4.1 Collision with, damage to or theft of the rental vehicle



#### F2 Territorial scope

The insurance is valid worldwide.

#### F3 Insured vehicles

The insurance covers vehicles with an empty weight of up to 3,500 kg provided that:

- the rental contract with a commercial rental company is in the name of an insured; and
- the vehicle rented is used for private purposes in accordance with the provisions of the rental contract; and
- liability insurance is required by law (in the absence of such insurance, our obligation to indemnify shall lapse completely).

#### These comprise:

- passenger cars, motorcycles, mobile homes, delivery vans and minibuses rented by an insured;
- all trailers that are legally registered for use with the insured vehicle.

#### **Exclusions**

The insurance does not cover:

- vehicles that an insured leases or uses through a car subscription;
- vehicles that are rented six months or longer;
- vehicles that are registered in the name of a company if an insured owns significant shares in it and holds a senior position in this company;
- vehicles that are registered in the name of a sole proprietorship of an insured;
- bicycles, e-bikes with pedal assistance up to and including 45 km/h, electric mopeds up to and including 45 km/h, electric scooters for seniors, wheelchairs including electric wheelchairs;
- personal light electric vehicles such as electric scooters, Segways, electric bikeboards, etc.

## F4 Insured events while on a trip or on vacation

## F4.1 Collision with, damage to or theft of the rental vehicle

An insured vehicle is affected by a collision, damage or theft while the insured is on a trip or on vacation and the insured becomes liable under civil law for the damage or loss caused.

#### F5 Insured benefits

The insurance covers the costs of the deductible under the rental agreement up to a maximum of the total sum per event specified in the policy.

For each claim, the costs incurred for all insureds are added together and compensated up to the total sum at most

#### F5.1 Deductible under the rental agreement

We cover the contractually agreed deductible under the rental agreement payable as a result of an insured event in accordance with GIC F1 on the basis of the documented consequential costs (e.g. costs of repair or total loss), limited to the total sum specified in the policy.

#### F6 Exclusions

The exclusions below apply in addition to the general exclusions pursuant to GIC A16.

#### The insurance does not cover:

**F6.1** the deductible for liability claims against third parties arising from use of the rented vehicle;

F6.2	<b>c</b> osts due to loss of bonus under accidental damage or liability insurance;
F6.3	additional costs and fees of the rental agency (e.g. processing fees, costs due to loss of rent);
F6.4	damage that you caused due to a breach of contract with the rental agency, including the terms and conditions of the rental agreement;
F6.5	damage arising from the use of vehicles for drives that are not allowed by law, by the authorities or by the keeper;
F6.6	damage in the event of active participation in races, rallies and similar competitive driving events, for any driving on racetracks and related secondary routes.

#### Part G

#### Luggage

#### **G1** Overview of benefits

The overview of benefits shows what benefits are paid for what events. You will find a detailed description of the events and benefits in the following sections.

Insured benefits	Cost of luggage	Cost of any necessary purchas (replacement luggage)	Cost of replacing travel docu- ments
<b>G</b> 2	<b>G5.1</b>	<b>G5.2</b>	<b>G</b> 5.3

es

G4	Insured events while on a trip or on vacation			
G4.1	Damage, theft or loss of luggage	<b>✓</b>		
G4.2	Loss or delayed delivery of luggage by transport company		<b>✓</b>	
G4.3	Loss of travel documents			<b>✓</b>

#### **G2** Territorial scope

The insurance is valid worldwide.

#### G3 Insured luggage

The insurance covers the luggage of one insured

- · during flights; or
- that is taken on a trip or on vacation that involves at least one overnight stay; or
- that is handed over to a transport company for forwarding.

## G4 Insured events while on a trip or on vacation

#### G4.1 Damage to, theft or loss of luggage

The insured luggage is suddenly and unexpectedly damaged, stolen or lost as a result of an external event.

## G4.2 Loss or delayed delivery of luggage by a transport company

The insured luggage is lost while being forwarded by the transport company or is delivered by the company with a delay.

#### G4.3 Loss of travel documents

Travel documents accompanying an insured such as identification papers are lost.

#### **G5** Insured benefits

The insurance covers the costs incurred up to a maximum of the total sum or indemnity limits per event specified in the policy.

For each claim, the costs incurred for all insureds are added together and compensated up the total sum at most. The indemnity limits are a part of the total sum.

#### G5.1 Costs of luggage

We cover the costs incurred to replace the luggage as a result of an insured event in accordance with GIC G1, limited to the total sum specified in the policy.

## G5.2 Costs of any necessary purchases (replacement luggage)

We cover the costs of any necessary purchases incurred while on a trip or on vacation as a result of an insured event in accordance with GIC G1, limited to the indemnity limit specified in the policy.

#### G5.3 Costs of replacing travel documents

We cover the costs incurred as a result of an insured event in accordance with GIC G1 for the one-time emergency purchase or replacement of travel documents, limited to the total sum specified in the policy.

G6	Exclusions
	The exclusions below apply in addition to the general exclusions pursuant to GIC A16.
	The insurance does not cover:
G6.1	damage to luggage that occurs through use while on a trip or on vacation;
G6.2	monetary assets (cash, credit cards and store cards, etc.);
G6.3	bicycles, vehicles and boats, including their accessories;
G6.4	merchandise, professional equipment and tools;
G6.5	items entrusted by third parties, unless they are rented or leased by the insureds.

### Part H Travel legal protection

#### **H1** Overview of benefits

The overview of benefits shows what benefits are paid for what insured legal cases. You will find a detailed description of these legal cases and benefits in the following sections.

	legal cases and benefits in the following sections.			J							·			
		H6 Insured benefits	H6.1 Insured services	H6.2.1 Involvement of an external lawyer	H6.2.2 Expert reports	H6.2.3 Proceedings before state courts and authorities	H6.2.4 Non-court costs and legal expenses of an opposing party	H6.2.5 Mediation and arbitration proceedings	H6.2.6 Immediate right to an attorney	H6.2.7 Bail	H6.2.8 Translations	H6.2.9 Travel expenses	H6.2.10 Collection (e.g. debt collection proceedings)	
Н4	Insured legal cases while on a trip or on vacatio			_	_	_		_	_	_	_			
H4.1	One-time occasions and events		<b>/</b>	<b>/</b>	<b>/</b>	<b>/</b>	<b>/</b>	<b>/</b>			<b>/</b>	<b>/</b>	<b>/</b>	
H4.2	Transportation, accommodation or package travel contracts		<b>✓</b>	<b>~</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>~</b>			<b>~</b>	<b>~</b>	<b>✓</b>	
H4.3	Car and travel insurance		<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>/</b>	<b>✓</b>			<b>✓</b>	<b>✓</b>	<b>✓</b>	
H4.4	Criminal and administrative proceedings		<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>/</b>	<b>✓</b>	
H4.5	Civil damages law		<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>			<b>✓</b>	<b>/</b>	<b>✓</b>	
H4.6	Rental vehicles		<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>			<b>✓</b>	<b>✓</b>	<b>✓</b>	
H4.7	Patient law		<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>	<b>✓</b>			<b>✓</b>	<	<b>✓</b>	
H4.8	Personal and Swiss social insurance providers		<b>✓</b>	<b>✓</b>	<b>/</b>	<b>✓</b>	<b>/</b>	<b>✓</b>			<b>/</b>	<	<b>✓</b>	

114.0	1 ersonat and Swiss social insurance providers								 	
Н5	Insured legal cases during leisure time									
H5.1	One-time occasions and events	<b>✓</b>	<b>/</b>	<b>/</b>	<b>✓</b>	<b>/</b>	<b>/</b>			<b>✓</b>

With travel legal protection, we, AXA-ARAG provide you with support for legal issues and disputes in relation to your travel, vacation and vacation events.

AXA cannot issue any instructions to AXA-ARAG in connection with settling a legal case. AXA-ARAG does not share any information on legal cases with AXA if doing so could disadvantage you.

#### **H2** Territorial scope

The insurance is valid worldwide.

#### H3 Trigger

Coverage is available for legal cases whose triggering event and the need for legal protection arose during the term of the insurance and which you notified us of during this period or at the latest three months following termination of the insurance contract.

The triggering event is defined as the first actual or alleged breach of law or breach of contract. The date of the occurrence of the insured event is decisive for disputes regarding insurance benefits.

## H4 Insured legal cases while on a trip or on vacation

The insurance covers the following disputes in connection with your trip or vacation:

#### H4.1 One-time occasions and events

Coverage is available for disputes in connection with the cancellation of tickets for one-time occasions or events, courses or other leisure activities.

#### **Exclusion**

The insurance does not cover contracts concluded on a commercial basis or disputes that are directed against the insurance carrier under this contract.

## H4.2 Transportation, accommodation or package travel

Coverage is available for disputes arising under transportation, accommodation or package travel contracts. These also include rental agreements for vacation rental apartments and houses.

#### H4.3 Vehicle and travel insurance

Coverage is available for disputes with vehicle and travel insurers where the insured event occurred during the term of the insurance.

#### **Exclusion**

The insurance does not cover disputes arising under this contract.

#### H4.4 Criminal and administrative proceedings

Coverage is available for criminal proceedings (e.g. traffic offenses) and proceedings regarding the revocation of Swiss driver's licenses and vehicle registration documents. The insurance covers negligence offenses (something that happened "by mistake"). If you are accused of an intentional offense (something that was deliberately done or accepted), we will subsequently reimburse costs if the criminal proceedings are discontinued or you are acquitted. The discontinuation of the proceedings or acquittal must not be associated with any financial or material compensation to the plaintiff or any other persons or organizations.

#### H4.5 Law of damages

Coverage is available for the enforcement of noncontractual claims for damages (e.g. repair costs and medical expenses after a car accident).

#### H4.6 Rental vehicles

Coverage is available for disputes arising from contracts in connection with rental vehicles.

#### **Exclusion**

The insurance does not cover rental contracts for aircraft of any kind.

#### H4.7 Patient law

Coverage is available for disputes as a patient in the event of emergencies.

#### H4.8 Personal and Swiss social insurance providers

Coverage is available for disputes with private personal insurance providers as well as Swiss social insurance providers and pension funds. The event giving rise to the entitlement to benefits must have occurred for the first time during the term of the insurance and be directly related to your vacation or a trip.

#### **Exclusion**

The insurance does not cover disputes in connection with social assistance or social welfare offices.

#### H5 Insured legal cases during leisure time

#### H5.1 One-time occasions and events

Coverage is available for disputes in connection with the cancellation of tickets for one-time occasions or events, courses or other leisure activities that did not occur during vacation or a trip.

#### **Exclusion**

The insurance does not cover contracts concluded on a commercial basis or disputes arising under the present contract.

#### **H6** Insured benefits

In an insured legal case pursuant to GIC H4 or GIC H5, we provide the services and costs set out below, limited to the total sum specified in the policy. You must obtain our prior consent for any external costs.

If persons other than you are also involved in a dispute, we cover the costs proportionately.

Multiple legal cases arising from the same cause and/or the same triggering event, or which are related to such cause or event, are considered to constitute a single legal case. For each legal case, the benefits for all insureds are added together and the total sum is paid no more than once.

For all legal cases that are processed under the same policy and occur in the same insurance year, a total sum of no more than CHF 1,000,000 applies.

#### **H6.1** Insured services

We cover legal advice and processing of the legal case by our in-house Legal Services. The hourly rate charged for the services provided by our Legal Services is CHF 200.

#### H6.2 Insured costs

You must obtain our prior consent for the coverage of any external costs.

#### H6.2.1 Involvement of an external lawyer

We cover the legal fees for legal representation engaged with our consent and whose fee agreement was approved by us.

#### H6.2.2 Expert opinion

We cover an expert opinion if the assessment of a specialist is required or was ordered by a court. The costs of medical examinations, analyses and tests to establish if a person is fit to drive and capable of driving are excluded.

H6.2.3 **Proceedings before state courts and authorities**We cover the costs of proceedings in the event of a penal order or a ruling by the Department of Motor Vehicles, but only up to CHF 500 per insurance year.

## H6.2.4 Non-court costs and legal expenses of an opposing party

If you are required by a court to compensate an opposing party for their legal expenses and attorney fees, we will cover these costs. If legal expenses and opposing party legal expenses are awarded to you, you must refund or assign these expenses to us up to the amount of the benefits we have already paid.

#### **H6.2.5** Mediation and arbitration proceedings

We cover the costs if the respective proceeding was agreed to by the parties in writing prior to the occurrence of the legal case or if it is provided for by law.

#### H6.2.6 Right of immediate access to a lawyer

We pay an advance of up to CHF 10,000 for a criminal defense lawyer who you retain for the first examination hearing. In the event of a final conviction for a willful felony or misdemeanor (something that was deliberately done or accepted), these advance payments must be refunded to us.

#### H6.2.7 Bail

In order to avoid pretrial detention, you may apply to us for an advance for bail. The advance you receive must be refunded to us prior to the conclusion of the legal case.

#### H6.2.8 Translations

We cover the necessary translation costs of up to CHF 10,000 for legal cases with a foreign connection.

#### H6.2.9 Travel expenses

We cover the necessary costs of up to CHF 5,000 for travel to court hearings abroad.

#### H6.2.10 Collection (e.g. debt collection proceedings)

We cover the costs for the collection of the amount due from an insured legal case until a certificate of shortfall or a bankruptcy warning has been received.

H7	Exclusions
	The exclusions below apply in addition to the general exclusions pursuant to GIC A16.
	The insurance does not cover legal cases and benefits in connection with:
H7.1	legal issues and disputes that are not specified as being insured, or that are excluded;
H7.2	legal cases in respect of which the triggering event and the need for legal protection do not occur during the term of the insurance or while on a trip or on vacation;
H7.3	<b>c</b> laims, debts and liabilities that you inherited or that were transferred to you in some other way;
H7.4	defending non-contractual claims for compensation and for pain and suffering made against you;
H7.5	costs that have to be borne by a liable party or a liability insurer;
H7.6	felonies, including speeding offenses, of which you are accused in a criminal proceeding and the resultant legal consequences;
Н7.7	driving the vehicle if the driver was not authorized to do so or repeatedly drove a vehicle while intoxicated or under the influence of medication or drugs, or if the vehicle involved did not have valid license plates.  However, the insurance does cover those insureds who did not know or could not have known about this;
H7.8	fines, contractual penalties and other costs of a punitive nature;
H7.9	obtaining or regaining a driver's license;
H7.10	participation in races or rallies and while driving on race tracks or training tracks;
H7.11	legal cases in connection with AXA-ARAG, its employees or the persons engaged in a legal case;
H7.12	disputes relating to claims arising under the present contract;
H7.13	disputes between persons insured under the same policy. In such a case, coverage is provided for the policyholder only;
H7.14	war, warlike occurrences as well as unrest of any kind (e.g. demonstrations, strikes or riots);
H7.15	loss or damage due to radioactive or ionizing radiation.

## Part I

#### I1 General

In the event of a claim, you must immediately notify us or the service providers authorized and designated by us.

You shall be responsible for any costs to obtain the documents necessary to assert a claim for benefits. If documents or receipts are submitted in a foreign language, we may require an officially certified translation into one of the Swiss national languages or into English at your expense.

#### 12 Possible ways to report a claim

- online via AXA.ch/report-claim
- · online via the AXA app
- in writing by letter or e-mail
- by phone:

In Switzerland: +41 844 802 008From abroad: +41 58 218 11 00For luggage: +41 800 809 809

- For legal cases: + 41 848 111 100

#### 13 Duty of care and other obligations

We are entitled to request a written notice of the claim in addition.

The policyholder and the insureds are required to exercise care. In particular, you must take the measures required under the circumstances to mitigate the damage and are required to discuss possible measures with us and to follow corresponding instructions.

If reporting duties, rules of conduct or other duties of care and obligations are culpably violated so as to affect the occurrence, scope or assessment of the loss or damage, benefits may be reduced or denied accordingly.

#### 14 Procedure in the event of a claim

The actual costs of reporting claims relating to cancellation costs, personal assistance, roadside assistance and medical expenses abroad will be reimbursed up to a maximum amount of CHF 100 per event (e.g. for the costs of connection of calls from abroad).

#### I4.1 Cancellation costs

For claims for benefits, all documents for the assertion of the claim for benefits (booking confirmation, cancellation cost statement, etc.) must be submitted to us.

If you are undergoing medical treatment, the attending physician must be released from their duty of confidentiality in relation to us in the event of a claim.

#### 14.2 Personal assistance

If you are undergoing medical treatment, the attending physician must be released from their duty of confidentiality in relation to us in the event of a claim.

The advance on the costs of medical treatment abroad must be repaid by you upon request by us. The costs of any reminders and debt collection shall be assumed by you.

#### 14.3 Roadside assistance

If you organize any measures on your own, we shall be entitled to reduce the benefits pursuant to GIC I3.

If a rental vehicle is organized for transportation as a result of an insured event, a credit card in the name of an insured is required.

#### 14.4 Medical expenses abroad

Our benefits are based on the actual costs. We assume no more than the costs that actually arise and can be demonstrated unless in individual cases, another arrangement has been expressly agreed.

Our service providers issue a cost approval within the limits of the existing insurance coverage if you require inpatient or outpatient treatment during your trip abroad.

We are entitled to pay out benefits on an advance basis provided that you assign your rights against third parties to us up to the amount of the benefits advanced and that you do not take any action regarding the assertion of any right of recourse against third parties. In this case, however, the cost contributions shall remain due.

The benefits pursuant to GIC E4 are provided as a supplement to benefits from other social and private insurance providers, whereby the costs will only be reimbursed once in each case. Coverage is limited to that portion of the benefits that exceeds the benefits granted by the other insurers. If the other insurers likewise pay their benefits on a subsidiary basis only, the legislation on multiple insurance applies.

#### 14.5 Rental car deductible

In the event of claims for benefits, the rental agreement and the claim statement must be submitted to us. All written and oral communications as well as receipts that you receive must be forwarded to us.

#### 14.6 Luggage

We may require you to provide a list of the items concerned before and after the damage, together with details regarding their value. You must provide proof of the amount of the damage. The sum insured does not constitute proof of the existence and value of the insured property.

In cases of theft, the police station in charge of the area where the theft took place must be notified immediately. Evidence must not be removed or altered without the consent of the police.

If stolen items are recovered, we must be informed immediately. If we have already paid compensation for this, you must repay this compensation to us, less the payment for any reduction in value or the repair costs, or provide the item to us.

The benefits pursuant to GIC G5 are provided as a supplement to benefits from other private insurance providers, whereby the costs will only be reimbursed once in each case. Coverage is limited to that portion of the benefits that exceeds the benefits granted by the other insurers. If the other insurers likewise pay their benefits on a subsidiary basis only, the legislation on multiple insurance applies.

#### 14.7 Travel legal protection

You may only bring claims arising from this legal protection insurance against AXA-ARAG.

AXA cannot issue any instructions to AXA-ARAG in connection with settling a legal case. AXA-ARAG does not share any information on legal cases with AXA if doing so could disadvantage you.

- Notify us immediately as soon as you need legal assistance. Send us all the documents relating to the legal case (e.g. contracts, correspondence, fine orders, summonses and rulings), and provide us with all the necessary information as well as powers of attorney.
- You will be advised and represented by our legal experts.
- If, in our view, it becomes necessary to involve an external lawyer, we will help you to select one and we will cover the costs incurred within the scope of the cost approval that was issued.
- You are free to choose your own lawyer in the following three cases:
  - for court or administrative proceedings where a lawyer must be used;
  - if your opposing party is an AXA Group company (other than AXA-ARAG);
  - in legal cases where AXA-ARAG must also provide insurance coverage to your opposing party.

If we reject the lawyer you selected, you can suggest three further lawyers. These lawyers may not belong to the same law firm. We must accept one of these three suggestions. In all these cases, we cover the costs within the scope of the cost approval that was issued.

- In connection with your legal case, you must release
  the lawyer you retained from attorney-client privilege
  in relation to us, and you must require the lawyer to
  keep us informed about the case. In addition, information that we require for our decisions must be provided to us, and relevant documents must be made available to us.
- You must obtain our consent before you retain a lawyer, commence court proceedings or conclude a settlement for which we are supposed to cover costs or accept any other obligations.
- If you are in breach of any duties to provide information or any rules of conduct, we may reduce or deny benefits. We will not do so if, under the circumstances, the breach was beyond your control or if you can prove that the legal case did not arise as a result of it, and that the amount of the benefits owed was not affected.
- Instead of the insured benefits, we may pay all or part
  of the amount in dispute to you (buyout of claim). In
  this case, we take into consideration your risk of litigation and collection risk. In addition, we can have the
  benefits paid through an external service provider
  (e.g. lawyer).
- We accept no liability either for the choice and engagement of a lawyer or any other auxiliary persons
  (e.g. interpreter, expert, etc.). Furthermore, we accept no liability for the prompt communication of information or transfer of cash payments.

#### Procedure in the event of differences of opinion

- A difference of opinion arises if we consider a legal case to be futile or if you disagree with us with respect to the measures for processing your legal case. In this event, you have the right to have your chances of success assessed by an independent expert to be designated jointly. Within 20 days of receiving our letter setting out the reasons, you must ask us in writing to initiate dispute resolution proceedings; if we do not hear from you, you will be deemed to have waived this option. From the date of our letter, you yourself are responsible for meeting the deadlines in your legal
- If you request dispute resolution proceedings, we
  must each pay one half of the costs in advance, with
  the costs to be ultimately borne by the unsuccessful
  party. In these proceedings, no legal expenses are
  awarded to the opposing party.

### Part J Compensation

#### J1 Deductible

Unless otherwise agreed, the deductible is applied only once per event. If different deductions apply as a result of claims under multiple insurance modules, the highest deductible will be subtracted. The deductible is subtracted from the calculated claim amount.

#### J2 Order of precedence for compensation

If, in the event of a claim, compensation flows from multiple coverages, we will compensate in accordance with the following schedule, with the benefits from the individual insurance modules always being first exhausted in full:

In connection with the following insured benefits, these are first settled through the insurance module that covers the triggering event:

- rescue and recovery costs;
- · search costs;
- costs of transportation for trip home or onward travel;
- · costs of transportation to a physician or hospital;
- · costs of transport in the event of death;
- additional accommodation and meal expenses for stays and lodging;
- · costs for the return of insured children.

In connection with costs of medical treatments abroad, compensation is paid in this order:

- Medical expenses abroad: GIC E4.1 Costs of medical treatment abroad
- Personal assistance: GIC C4.7 Advance on the costs of medical treatments abroad

In connection with the loss of necessary travel documents, compensation is paid in this order:

- Personal assistance: GIC C4.9 costs of necessary travel documents
- Luggage: GIC G5.3 Costs of replacing travel documents

#### J3 Reduced compensation

You must exercise a duty of care and, in particular, must take measures as required by the circumstances to protect the insured property against the insured risks.

In the event of a culpable breach of regulations, duties of care or other obligations, compensation may be reduced or refused altogether to the extent that the occurrence, extent or assessment of the loss was influenced by the breach. There is no reduction if the eligible claimant can prove that their conduct did not influence the loss.

#### J4 Due date for compensation

The compensation is due 30 days after the date on which we received the documents required to assess the amount of the claim and the liability to provide benefits. 30 days after the occurrence of the loss, a partial payment may be requested that equals the minimum amount to be paid according to the status of the loss assessment. Our obligation to pay shall be deferred as long as the compensation cannot be determined or paid due to fault on your part or on the part of the eligible claimant.

In particular, it will not become due for payment as long as there is any doubt about the entitlement of the eligible claimant to receive the payment, or while a police or criminal investigation into the loss or damage is in progress and the proceedings against you or the eligible claimant have not yet been concluded.

#### J5 Statute of limitations

Claims arising under the insurance contract become time-barred five years following the occurrence of the circumstances on which the obligation to provide benefits is based.

#### J6 Loss mitigation costs

Loss mitigation costs are expenses that must be incurred or measures that must be taken by you in order to mitigate the consequences of an insured event. Additional costs will only be covered if these are reasonable and appropriate or have been approved by us.

#### J7 Multiple insurance policies

#### J7.1 Payments from several insurance modules

If, due to a claim under the policy or the General Insurance Conditions, there is coverage under different insurance modules, identically insured benefits cannot be cumulated, i.e. cannot be claimed more than once.

#### J7.2 Benefits from third parties

If, in the event of a claim under the policy or the General Insurance Conditions, benefits are payable by tour organizers, travel service providers or liable third parties (e.g. the *Garantiefonds der Schweizer Reisebranche* (Swiss travel industry guarantee fund), we provide benefits as a supplement to the benefits paid (subsidiary coverage). The right of recourse shall be transferred to us to the extent that we have paid this compensation.

## Part K Definitions

Professional tools	Professional tools comprise movable items that are your property or that are rented or leased by you and used primarily for professional purposes (laptop, tablet, tools, work clothes, for example). Professional tools also include movable property entrusted by the employer that are used privately. Professional tools do not include: goods intended for sale, semi-finished and finished products, permanently installed equipment and installations for business use.					
Epidemic	An epidemic is the sudden increase in the number of cases of an infectious disease within a specific geographic area over a specific period of time.					
Rebooking fees	Rebooking fees are defined as the costs to change an existing booking.					
Pets	Pets are animals (such as dogs, cats, rabbits, goats, sheep or snakes) which usually live in the household of the insured and are not kept for commercial purposes. Any horse that is owned by an insured, stabled close to the place of residence of the insured and has a close relationship with them, is likewise considered to be a pet.					
Civil unrest	Violent acts against persons or property during any riotous assembly, rioting or violent demonstrations are deemed to constitute civil unrest.					
Annual contract	The contract was concluded for a term of at least one year. After it expires, the contract will renew automatically for another year if it has not been terminated.					
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 in.					
Cohabitation	Cohabitation means a partnership of two persons who live together and have a long-term, committed relationship, but who are not married or who are not in a registered partnership.					
Illness	Pursuant to Art. 3 (Federal Act on the General Aspects of Social Security Law), an illness is any impairment of physical, mental, or psychological health that is not the result of an accident and that requires a medical examination or treatment or results in an incapacity to work. Events as a result of pregnancy will be treated in the same manner as a case of illness.					
Courses	Courses refer to events in leisure time that serve personal or professional interests (e.g. youth+ sports courses, pottery courses, professional development courses).					
Short-term contract	The contract was insured for a specific term. On expiry of the term, the contract is automatically canceled and does not need to be terminated by the customer.					
Confirmation of registration (confirmation of receipt of documents)	A confirmation of registration (confirmation of receipt of documents) confirms that a person has properly registered in a municipality.					
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.					
Official bodies	Official bodies are defined as responsible official departments (especially the Federal Department of Foreign Affairs (FDFA) and the Federal Office of Public Health (FOPH)) as well as media offices or official departments abroad.					
Location of the second apartment or house	The location of the second apartment or house refers to an apartment or house that is normally used for vacation purposes and was rented on a permanent basis or is owned.					

Pandemic	A pandemic is a time-limited, worldwide, massive spread of an infectious disease. The statements issued by the World Health Organization (WHO, www.who.int) form the basis for qualification as a pandemic, and thus for the duration thereof.					
Breakdown	A breakdown is defined as any sudden and unforeseen failure of the means of transportation due to a technical defect which renders onward travel impossible or illegal. The following are considered to be equivalent to a breakdown: Defective tires, shortage of fuel, loss of or damage to the vehicle keys (including the remote control, key card, etc.), vehicle keys locked inside the vehicle, empty batteries, high-voltage batteries or misfueling.					
Trip or vacation	Trips or vacations are trips taken by an insured outside the community in which they reside that go beyond their daily routine. Language courses and training-related stays abroad of a maximum of 12 months are treated as equivalent to a trip. A daily routine includes, for example:  • Commuting to work, school (including educational institutions);  • Shopping, errands and visits to restaurants;  • Training, rehearsal, meeting as a club member;  • Visit to a medical facility (physician, hospital, therapy, etc.);  • Leaves prescribed by the authority (civil defense, civil service, summonses to appear, etc.);  • Change of residence or moving.					
Strike	A strike is an organized, collective refusal to perform the work owed by several employees for the purpose of enforcing certain working conditions.					
Tickets	Tickets are deemed to be one-time admission passes or fees for occasions, events, museums, cinemas and amusement parks such as, for example:  Concerts and festivals;  Sports events (whether you are a spectator or actively take part in them);  Theater, comedy, opera, music and dance events;  Exhibitions and fairs.					
Accident	Pursuant to Art. 4 Federal Act on the General Aspects of Social Security Law), an accident is a sudden, unintended detrimental effect from an unusual external factor on the human body that results in physical, mental or psychological impairment to health, or in death.					
Inefficient	Medicinal measures are considered inefficient if they are not limited to the interests of the insured and to the scale required for the purpose of treatment (e.g. treatments that do not achieve any greater treatment success).					
Organizer or service provider	Organizers or service providers are entities that influence the course of the trip, vacation or activity.					
	<ul> <li>The following, especially, are deemed to be tour organizers or travel service providers:</li> <li>Travel companies such as travel agencies, tour operators, travel planners</li> <li>Transportation companies such as transporters, airlines, railroad companies</li> <li>Lodging providers such as hotels and accommodation providers</li> </ul>					
	Organizers or service providers in the leisure sector include, in particular: <ul><li>Organizers of courses or seminars</li><li>Organizers of events such as concerts, theater performances, sporting events</li></ul>					
Hazardous activities	<ul> <li>The following are considered to constitute hazardous activities:</li> <li>Acts with which an insured exposes themselves to a particularly high risk;</li> <li>Activities for which an insured takes no precautions or is unable to take any precautions to limit the risk to a reasonable level;</li> <li>Activities that violate relevant rules or prohibitions. Examples: Base jumping, downhill biking, deep-water diving (&gt; 40 m), car racing, snow sport activities off the marked trails, paragliding in very unfavorable wind conditions.</li> <li>With respect to medical expenses abroad pursuant to GIC Part E, the wording</li> </ul>					
	pursuant to Art. 49 of the Ordinance on Accident Insurance (AIO) shall apply in					

addition.

# Place of residence Place of residence refers to the place in which the insured has their confirmation of registration and their confirmation of receipt of documents. Present value of vehicles The present value is the value of the vehicle plus its optional equipment and

The present value is the value of the vehicle plus its optional equipment and accessories at the time of the occurrence of the insured event, taking into account the years in operation, kilometers driven (e.g. mileage, driving hours), marketability and its condition. If no agreement can be reached with respect to the present value, the documents of the *Schweizerischer Verband der freiberuflichen Fahrzeug-Sachverständigen* (association of independent vehicle experts) shall be decisive.



## Want to file a claim?

It's easy and fast – report your claim online at:

AXA.ch/report-claim

AXA General-Guisan-Strasse 40 P.O. Box 357 8401 Winterthur AXA Insurance Ltd

AXA.ch (customer portal)