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# General Conditions of Insurance (GCI). PostFinance Private Customers.

European Travel Insurance ERV  
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In cooperation with:

 PostFinance

# Information about your insurance policy

Dear Customer

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Article 3 of the Swiss Insurance Policies Act).

Use of gender-specific wording in this document refers to all genders.

## Who are your contractual partners?

The risk carrier for this insurance is: Helvetia Swiss Insurance Company Ltd, Dufour-strasse 40, 9001 St. Gallen, Switzerland. Responsibility for this insurance lies with: Euro-pean Travel Insurance ERV (referred to as ERV in the General Conditions of Insurance), a branch of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 26, P.O. Box, 4002 Basel, Switzerland. The risk carrier for legal protection is: Coop Rechtsschutz AG (referred to as CRS in the General Conditions of Insurance), Entfelderstrasse 2, 5001 Aarau, Switzerland. The risk carrier for the concierge service is: Helvetia Swiss Life Insurance Company Ltd, St. Alban-Anlage 26, CH-4002 Basel.

## Who is the policyholder?

The policyholder is PostFinance Ltd (referred to as the policyholder in the General Conditions of Insurance), Mingerstrasse 20, 3030 Bern, Switzerland.

## Who are the insured persons?

On the basis of the collective insurance contract entered into with the policyholder, ERV grants insurance cover and a direct right of claim in connection with the insurance benefits only to the cardholder of a valid credit or prepaid card issued in Switzerland by the policyholder. Insurance cover extends to those persons who live in the same joint household as the cardholder: spouse or cohabiting partner, parents, grandparents and children. Minor children who do not live in the same household, as well as any foster children and children for which they have holiday responsibility, are also insured. Two persons living in shared accommodation with their children are equivalent to a family. This list is exhaustive.

## Who is liable for the premium?

The premium is paid by the policyholder.

## What law or contractual basis applies?

This contract is governed by Swiss law. The contractual basis comprises, for example, the application, the customer information, the General Conditions of Insurance (GCI), any further special conditions (SC) or supplementary provisions, and the policy. The Swiss Federal Act on Insurance Policies (IPA) also applies. If the insured person's place of residence/registered office is the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Policies Act (Versicherungsvertragsgesetz, VersVG).

## What risks are covered and what is the scope of the insurance cover?

These General Conditions of Insurance and any Special Conditions (SC) stipulate the events upon whose occurrence ERV is required to pay a benefit.

## What type of insurance is it?

Your insurance is generally an insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. application, policy, GCI, SC).

## What insurance benefits are paid?

The amount and/or maximum limit and the type of insurance benefits can be found in these GCI or the SC. The same applies to any deductibles or waiting periods.

## What duties do the insured persons have?

The essential duties of the insured persons include the following, for example:

- if a loss event occurs, it must be reported to ERV immediately.
- the insured person must cooperate in ERV's investigations, for example in investigating a claim (obligation to cooperate).
- in the event of a claim, reasonable action must be taken to mitigate and elucidate the loss (duty to mitigate loss).

## When does the insurance cover commence and end?

The insurance cover commences upon taking possession of the credit or prepaid card and ends upon termination of the card contract (cancellation or definitive blocking without a replacement card by the policyholder or the cardholder) or upon expiry of the credit or prepaid card. In addition, the insurance cover ends upon termination of the collective insurance contract between PostFinance Ltd and ERV.

## What personal data is processed and why?

All personal data is processed in accordance with current data protection legislation. ERV is responsible for processing your personal data. In the notes on data protection at [www.erv.ch/datenschutz](http://www.erv.ch/datenschutz), you will find further information on the purposes for which personal data is processed (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad), as well as your rights.

## What else must be observed?

The specific insurance contract remains authoritative in every case.

**In cases of doubt about the interpretation and content of all documentation, the German version shall prevail.**

## Overview of insurance benefits

It should be noted that the insurance cover only includes the benefits and sums insured shown in the overview below. In each case, however, the benefits/sums insured under the insurance taken out remain authoritative. Unless otherwise stipulated, the maximum sums insured apply per event.

Description of the insurance benefit	Maximum benefit sums in CHF				
	Mastercard Value	Classic/Standard	Gold	Platinum	Geographical validity
<b>Shopping insurance</b>					
Warranty extension	1 year, 500/year	1 year, 500/year	2 years, 1000/year	3 years, 3000/year	Worldwide
Best price guarantee (max. 5 events per year)	2000/year	2000/year	2000/year	2000/year	Switzerland
Purchase insurance	500/year	500/year	1000/year	2000/year	Worldwide
<b>Cancellation costs</b>					
Failure to start the trip as a result of illness, accident, death, etc.			12 500	25 000	Worldwide
Additional costs in the event of delayed commencement of travel			12 500	25 000	Worldwide
<b>SOS protection</b>					
Return journey, return transport and repatriation; emergency transport to the hospital			30 000	60 000	Worldwide
Search and rescue costs			25 000	50 000	Worldwide
Travel interruption			3000	3000	Worldwide
Additional costs for continuation of trip			1500/person or 1500/rental vehicle	1500/person or 1500/rental vehicle	Worldwide
The costs of any part of the journey that you are unable to complete			7500	15 000	Worldwide
Visiting relatives (max. 2 persons) in hospital abroad from the 7th day			5000 for max. 2 persons	5000 for max. 2 persons	Worldwide
Advance per person on hospitalization costs abroad			5000	5000	Worldwide, outside the country of residence
24-hour alarm center			included	included	Worldwide
<b>Medical and hospital costs worldwide</b>					
Supplementary medical expenses due to illness & accident				1 000 000	Worldwide, outside Switzerland
<b>Flight delay (missed connection)</b>					
Additional costs for flight delay >3 hours			400	800	Worldwide, outside the country of residence
<b>Baggage</b>					
Delayed delivery of baggage >6 hours			300/person and trip, 2000/year	500/person and trip, 4000/year	Worldwide
Theft, loss			2500 per trip	5000 per trip	Worldwide
<b>Travel accident insurance</b>					
Capital benefits			150 000 (cumulated 500 000)	300 000 (cumulated 1 000 000)	Worldwide
<b>Concierge service</b>					
Concierge service				included	Worldwide
<b>Rental car</b>					
Deductible guarantee			2000	5000	Worldwide
Key protection insurance				300/key 1000/rental car	Worldwide
<b>Legal protection insurance</b>					
Buyer legal protection	25 000	25 000	25 000	25 000	Worldwide
Travel legal protection			150 000 50 000	150 000 50 000	Europe Worldwide



# General Conditions of Insurance (GCI)

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## 1 General provisions

### 1.1 Insured persons, special provision

- A The insurance is only valid for persons who have their civil domicile or habitual residence in Switzerland or the Principality of Liechtenstein.
- B The insurance cover exists if at least 51% of the original service (item, travel service, rental car) was paid using a valid (not cancelled or blocked) credit or prepaid card issued by the policyholder.
- C Insurance cover applies for the duration of the booked travel service (maximum of 90 days).
- D Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued immediately before booking a travel service.

### 1.2 General exclusions

The insurance does not cover events

- a) which have already occurred or were manifest when the insurance was taken out or the travel service was booked. The provisions for aggravation of chronic illness are reserved;
- b) which occur in connection with illnesses or accidents that were not immediately diagnosed by a doctor when they occurred or were only confirmed by telephone consultation;
- c) which are caused by deliberate or grossly negligent acts or omissions;
- d) where the assessor (expert, doctor, etc.) who makes the findings on the loss event is a direct beneficiary or is related to the insured person by birth or marriage;
- e) which are a consequence of warlike events or are due to terrorism, subject to the provisions applicable in the event of a travel incident;
- f) which are in connection with abductions;
- g) which are a consequence of official orders, subject to the provisions of the travel legal protection;
- h) which occur when taking part in
  - competitions, races, rallies or training sessions with motor vehicles or boats;
  - competitions or training sessions in connection with professional sport or an extreme sport;
  - trekking trips or mountain tours when sleeping at altitudes of over 4000 m above sea level;
  - expeditions;
  - acts of daring (reckless actions) in which the person concerned knowingly exposes themselves to particularly great danger; the current Suva classifications apply in principle;
- i) which occur when driving a motor vehicle or boat without the legally required and valid driving licence or in the absence of the legally required accompanying person;
- k) which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- l) which occur on the occasion of the wilful or attempted committing of crimes or offences;
- m) which the insured person causes in connection with suicide, self-harm and the attempt thereof;
- n) which are caused by ionizing rays of any kind, in particular as a result of nuclear reactions;
- o) which are caused by a pandemic. The exceptions are if the insured person falls ill and their own isolation/quarantine in the event of infection.

### 1.3 Claims against third parties

- A If the insured person has been indemnified by a liable third party or their insurer, no payments will be made under this contract. If ERV is sued instead of the liable party, the insured person must assign their liability claims to ERV up to the amount of the expenses incurred.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the conditions of insurance of the other insurer likewise contain a subsidiary clause. In this case the statutory provisions for multiple insurance apply.
- C Costs will only be reimbursed in total once, even where there is multiple insurance with licensed companies.
- D The provisions of para. 1.3 A–C do not apply to capital benefits on death or disability.

### 1.4 Other provisions

- A Claims lapse five years after any loss events.
- B The sole place of jurisdiction for the person entitled to make a claim is their Swiss domicile or the domicile of ERV, Basel.
- C Any benefits unduly received by the cardholder must be refunded to ERV within 30 days, together with any expenses incurred.
- D The insurance contract is governed exclusively by Swiss law, in particular by the Swiss Federal Act on Insurance Policies (IPA).
- E When assessing whether or not a trip to a country is reasonable because of strikes, unrest, war, terrorist attacks, epidemics, etc., the current recommendations of the Swiss authorities apply. This will be the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH) and the World Health Organization (WHO).
- F ERV generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate on the day on which these costs were paid by the insured person.
- G When ERV pays the claim, the insured person will assign their claim resulting from the insurance contract as an automatic lump sum to ERV.
- H ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

### 1.5 Obligations in the event of a claim

- A In the event of
  - an emergency, call the emergency number 144 if in Switzerland or the local emergency number if abroad, and
  - contact the 24-hour alarm center on +41 848 801 803 or on free phone +8001 8003. These numbers are available day and night (including Sundays and public holidays). The alarm center will advise on the appropriate course of action and organize the necessary assistance.
  - In the event of a claim, please contact the ERV claims service, P.O. Box, 4002 Basel, Switzerland, www.erv.ch/en/postfinance, schaden@erv.ch, tel. +41 (0)58 275 27 27.
- B The insured person must do everything before and after the loss event to help avert or reduce the loss and clarify it.
- C The insurer
  - must be provided immediately with any information requested,
  - must be provided with the necessary documents, and
  - must be provided with payment details (IBAN).
- D In the event of illness or accident, a doctor must be consulted immediately; the insured person/recipient of benefits must inform the doctor of their travel plans and must follow the doctor's instructions. The insured person/recipient of benefits shall release the doctors treating them from the duty of confidentiality towards the insurers.
- E All originals of documents must be retained and provided to ERV at its request.

### 1.6 Culpable breach of obligations in the event of a claim

- A In the event of a culpable breach of obligations when a claim is made, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.
- B The insurer is not obliged to pay benefits if
  - false information is provided intentionally,
  - facts are concealed, or
  - the required obligations (including police report, statement of facts, confirmation and receipts) are not met and the insurer incurs a disadvantage as a result.

## 2 Shopping insurance

### 2.1 Warranty extension

#### 2.1.1 Insured items

- A The warranty extension protects newly purchased equipment with a valid manufacturer's warranty and extends it for the agreed duration.
- B The insurance covers:
  - a) electrical household appliances («white goods», such as washing machines, tumble dryers, dishwashers, cooking hobs, ovens, microwaves, refrigerators, vacuum cleaners, irons, toasters and electric toothbrushes);
  - b) electronic entertainment equipment («brown goods», such as televisions, home cinema systems, audio players, photo cameras, video cameras and GPS devices);
  - c) electronic communication devices («grey goods», such as mobile phones, smartphones, tablets, wearables, computers, notebooks, copiers, scanners and game consoles).
- C Minimum value of item: CHF 50.

#### 2.1.2 Duration of the insurance

The warranty extension period commences with the end of the manufacturer's warranty and lasts 12 months (1 year), 24 months (2 years) or 36 months (3 years), depending on the credit or prepaid card used.

#### 2.1.3 Insured benefits

- A The insurance extends the manufacturer's warranty and reimburses the costs
  - for repair or replacement in the event of damage which would be covered by the original manufacturer's warranty.
- B The sum insured is capped per insurance year in accordance with the overview of insurance benefits.

#### 2.1.4 Uninsured items:

- a) appliances/objects permanently connected to the building in the household, such as air conditioning or heating systems;
- b) devices that do not have a serial number or do not have a manufacturer's warranty;
- c) rented or leased items;
- d) used, recycled or recovered items or used cars.

#### 2.1.5 Uninsured events and costs:

- a) damage that would not be covered by the original manufacturer's warranty, such as external influences directly or indirectly caused by transport, delivery or installation, power failure, power fluctuations or incorrectly connected supply and discharge pipework;
- b) accidental damage, damage due to misuse, fire, water or liquid exposure, corrosion, lightning, sand, vermin, termites, insects, rot, moisture, heat, rust or bacteria;
- c) consequential damage, third-party costs, services, inspections, expertise, cleaning, cosmetic repairs that do not affect functionality, consumables, viruses, software errors or fuses or costs for the extension of stationary installed equipment;
- d) damage that falls under the duration of the original manufacturer's warranty.

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

- A The person entitled to claim must immediately notify ERV of any damage caused as soon as it is detected.
- B In order to assert claims, the person entitled to claim shall provide the insurer with the following evidence:
- claim form, completed and signed;
  - original or copy of the purchase receipt;
  - original or copy of the credit or prepaid card statement / booking detail from E-Finance, showing that at least 51% of the purchase price was paid with the card;
  - original or copy of the manufacturer's warranty;
  - contact details of the company/person that detected the defect on the device and may carry out the repair as a certified repair point of the respective manufacturer, including a repair cost estimate;
  - any other relevant documents that are required.

## 2.2 Best-price guarantee

#### 2.2.1 Insured items

The best-price guarantee insures the price difference if the insured person has found a cheaper offer for the same item.

The price difference between the price originally paid and the price of the same, identical item offered at a lower price within a limited period of time must be at least CHF 30. The identical item offered at a lower price must be of the same brand, the same model, have the same name and/or the same number and must have been offered by a commercial supplier registered in Switzerland (shop, mail order company, internet provider or website, department store).

Minimum value of item: CHF 50.

#### 2.2.2 Duration of the insurance

Insurance cover begins on the date of purchase and lasts for 14 days.

#### 2.2.3 Insured benefits and costs

- A The insurer shall reimburse the
- price difference between the price originally paid with the insured card as per the purchase receipt (incl. VAT) and/or prepaid or credit card statement and the lower price for the same item.
- B The sum insured is capped per insurance year in accordance with the overview of insurance benefits.

#### 2.2.4 Uninsured items and property:

- a) cash and digital assets (cryptocurrencies, cryptomoney, coins, tokens, etc.), cheques, tickets, shares or other negotiable securities, precious metals, stamps, lottery tickets, entrance tickets;
- b) furs, jewellery, jewels or other precious stones and items containing gold or other precious metals of any kind;
- c) art, antiques, weapons or other collectors' items;
- d) motor vehicles such as cars, boats, aircraft and/or any equipment required for their operation;
- e) live animals or plants;
- f) perishable goods such as food, drink, tobacco or fuel;
- g) bespoke or personalized one-off items;
- h) used, recycled or recovered items or used cars;
- i) sale offers such as 'sale due to closure of business';
- k) items sold using manufacturer coupons or employee discounts, free or individual products, contract obligations or other limited offers;
- l) items from special shops offered in places not open to the public, such as clubs or associations;
- m) items offered outside Switzerland or by companies or websites not registered in Switzerland.

#### 2.2.5 Uninsured events and costs:

- a) offers published before the purchase date or more than 14 days afterwards;
- b) transport and handling costs or taxes;
- c) services purchased along with the item, such as contract labour, maintenance, repair or installation of products, goods or property or professional advice of any kind.

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

- A The person entitled to claim must immediately notify ERV of any damage caused as soon as it is detected.
- B In order to assert claims, the person entitled to claim shall provide the insurer with the following evidence:
- claim form, completed and signed;
  - original or copy of the purchase receipt;
  - original or copy of the credit or prepaid card statement / booking detail from E-Finance, showing that at least 51% of the purchase price was paid with the card;
  - proof (e.g. brochure) showing the identical item purchased together with the date of sale and/or issue and the lower offer price of the third-party provider.

## 2.3 Purchase insurance

#### 2.3.1 Insured items

Purchase insurance offers protection against theft, burglary, robbery, destruction or damage for newly purchased, movable items for a limited period of time.

Minimum value of item: CHF 50.

#### 2.3.2 Duration of the insurance

Purchase insurance provides cover for newly purchased items for 30 days from the date of purchase.

#### 2.3.3 Insured benefits

- A The insurer will reimburse the costs for
- repair or replacement of the insured item.
- B The insurer will decide whether the item is to be repaired, replaced by an item of equal value or compensation is to be paid up to the amount originally paid in accordance with the purchase receipt.
- C If the item is part of a pair or set, the insurer will only pay for the damaged part, provided the item is not unusable without the other part. If the insurance company pays for the pair or set due to an insured event, the remaining part becomes the property of the insurer. Until the lost or damaged item is recovered, the existing part remains in the possession of the insurer. The sum insured is capped per insurance year in accordance with the overview of insurance benefits.

#### 2.3.4 Uninsured items:

- a) cash, cheques, tickets, shares or other transferable securities, precious metals, stamps, lottery tickets or entrance tickets;
- b) furs, jewellery, jewels or other precious stones and items containing gold or other precious metals of any kind;
- c) art, antiques, weapons or other collectors' items;
- d) motor vehicles such as cars, boats, aircraft and/or any equipment required for their operation;
- e) appliances/objects permanently connected to the building in the household, such as carpets, floor coverings, tiles, air conditioning or heating systems;
- f) rented or leased items;
- g) used, recycled or recovered items or used cars.

#### 2.3.5 Uninsured events and costs

- a) damage covered by the manufacturer's warranty;
- b) transport and handling costs or taxes;
- c) loss or damage due to vermin, termites, insects, rot, moisture, heat, rust or bacteria;
- d) loss or damage due to mechanical or electrical defects, software or data errors, including, but not limited to, any interruption of a power supply, power fluctuations, short circuit or telecommunication or satellite system errors;
- e) loss or damage caused by normal wear and tear;
- f) loss or damage caused by misuse (including cutting, sawing and modification);
- g) loss or damage to items left unattended in readily accessible places;
- h) loss or damage due to or in connection with nuclear, biological or chemical accidents;
- i) loss or damage due to confiscation by governments, public bodies or customs officers;
- k) loss or damage due to pollution or contamination of any kind.

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

- A The eligible person must immediately notify ERV of any damage caused as soon as it is detected.
- B In order to assert claims, the eligible person shall provide the insurer with the following evidence:
- claim form, completed and signed;
  - original or copy of the purchase receipt;
  - original or copy of the credit or prepaid card statement / booking detail from E-Finance, showing that at least 51% of the purchase price was paid with the card;
  - a police report in the event of theft, burglary or robbery;
  - contact details of the company/person that detected the defect on the item and may carry out any repair as a certified repair point of the respective manufacturer, including a repair cost estimate;
  - any other relevant documents that are required.
- C In the event of damage, the eligible person may be required to send the damaged item to the insurer at their own expense for further clarification.

## 3 Travel insurance

### 3.1 Cancellation costs

#### 3.1.1 Special provision, scope, period of validity

The insurance cover applies worldwide and begins when the travel service is booked and ends with the commencement of the insured travel service (check-in, boarding of the booked means of transport, etc.).

#### 3.1.2 Insured events

A ERV will provide insurance cover if the insured person is unable to take up the booked travel service as a result of any of the following events, provided this occurred after booking the travel service:

- a) Unforeseen serious illness, serious injury, serious pregnancy complications or death
  - of an insured person;
  - of a person travelling with the insured person;
  - of a person not travelling with the insured person, who is very close to the insured person;
  - of the direct deputy at the place of work, so that their presence at work is essential;
- b) Strikes on the planned travel route abroad. Unrest of any kind, epidemics or natural disasters at the travel destination, if the life and property of the insured person is at real risk and/or the Swiss authorities have issued an official travel warning for the travel destination;
- c) Serious damage to the property of the insured person at their place of residence as a result of fire, natural disasters, theft or water damage so that their presence at home is essential;
- d) Failure or delay – both as a result of technical defect or personal accident – of the public transport (including conductor lines, rails, electronics and control systems; exhaustive list) or taxi to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence; The same applies to following rail vehicles whose path is blocked as a result;
- e) Failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery and keys) of the private vehicle to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence;
- f) if within the last 30 days before departure
  - the insured person unexpectedly takes up a new permanent job with a new employer (promotions, etc. are excluded) or
  - the employment agreement of the insured person is terminated by their employer through no fault of their own. In this event benefits are limited to the maximum cancellation sum insured per card in accordance with para. 3.1.3 B.
- g) theft of tickets, passport or identity card. In this event benefits are limited to the maximum cancellation sum insured per card in accordance with para. 3.1.3 B.
- h) Pregnancy of an insured person, if the date of return is after the 24th week of pregnancy, or if a vaccination that would present a risk to the unborn child is recommended for the travel destination, or if an official travel warning for pregnant women has been issued for the travel destination. In this case the benefits are limited to the maximum sum insured per card;

B If the person who triggers the cancellation as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the insured person would have to undertake the travel alone.

C If an insured person suffers from a chronic illness without that person's travel appearing to be in question at the time of taking out the insurance or at the time of booking the travel, ERV will pay the insured costs incurred if the travel has to be cancelled due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness (provided a doctor confirmed in writing that the insured person was fit to make the planned journey at the time of booking the travel service).

#### 3.1.3 Insured benefits

A When assessing entitlement to benefits the decisive criterion is the event which triggers the cancellation of the travel service. Previous or subsequent events are not taken into account.

B If the insured event occurs, ERV will pay the cancellation costs actually incurred (excluding security and airport fees). Overall, this benefit is limited by the travel service price or the sum insured. Disproportionate or repeated processing fees are not insured.

C ERV shall reimburse the additional costs for delayed commencement of travel if the insured person is unable to commence travel at the scheduled time as a result of the insured event; this benefit is limited to the travel service price or to the sum insured for cancellation costs as specified in the overview table. Should additional expenses be asserted, the entitlement to cancellation costs will lapse.

#### 3.1.4 Exclusions

Benefits are excluded:

- a) if the service provider (tour operator, landlord, organizer, etc.) cancels the agreed service or should have cancelled it for objective reasons; this applies in particular to package holidays;
- b) if the illness/complaint which gave rise to the cancellation was a complication or consequence of medical treatment or surgery already planned at the commencement of the insurance term or at the time of booking the travel service;
- c) if an illness or the consequences of an accident, operation or medical intervention already existed at the time of travel booking and the insured person had not recovered by the travel date;

- d) in the event of cancellation under para. 3.1.2 without medical indication or if the medical certificate was not issued at the time that incapacity to travel was first identified;
- e) if a cancellation under para. 3.1.2 was only obtained by telephone consultation;
- f) if a cancellation due to a mental or psychosomatic illness
  - cannot be established by a psychiatric specialist and in the form of a certificate issued by this psychiatric specialist on the day of cancellation or
  - of persons in gainful employment cannot be additionally substantiated by the presentation of a certificate of 100% absence issued by the employer for the duration of the inability to travel certified by a medical practitioner;
- g) in the event of inadequate maintenance of the private vehicle or if it had already sustained defects or was manifestly defective when the trip was commenced or continued;
- h) if the event is attributable to improper repair, self-repair or unauthorized changes (e.g. tuning) to the private vehicle.

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

A The booking office (travel agency, transport company, landlord, etc.) must be notified immediately after the event occurs.

B The following documents, among others, must be submitted to ERV:

- the booking confirmation/invoice for the travel service, as well as the invoices for the cancellation or subsequent travel costs (original or copy),
- a detailed medical certificate or a death certificate or other official document,
- the original or copy of the credit or prepaid card statement/booking detail from E-Finance, showing that at least 51 % of the original travel service was paid for with the card for which the insurance is valid.

### 3.2 SOS protection

#### 3.2.1 Scope, period of validity, special provision

Insurance cover applies worldwide for the duration of the booked travel service.

#### 3.2.2 Insured events

A ERV will provide insurance cover if the insured person has to discontinue, interrupt or extend the booked travel service as a consequence of one of the following events:

- a) Unforeseen serious illness, serious injury, serious pregnancy complications or death
  - of an insured person;
  - of a person travelling with the insured person;
  - of a person not travelling with the insured person, who is very close to the insured person;
  - of the direct deputy at the place of work, so that their presence at work is essential;
- b) Strikes (except in the case of active participation) on the planned travel route abroad. Unrest of any kind, epidemics or natural disasters at the travel destination, if the life and property of the insured person is at real risk;
- c) Serious damage to the property of the insured person at their place of residence as a result of fire, natural disasters, theft or water damage so that their presence at home is essential;
- d) Failure of a booked or used means of public transport (including conductor lines, rails, electronics and control systems; exhaustive list) as a result of a technical defect or personal accident, if the continuation of the travel in accordance with the itinerary is not, therefore, guaranteed. The same applies to following rail vehicles whose path is blocked as a result. Delays or detours of the booked or used means of public transport will not be regarded as failure;
- e) Failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery or keys) of the private vehicle to be used if the continuation of the trip in accordance with the itinerary is not, therefore, guaranteed;
- f) Warlike events or terrorist attacks within 14 days of their first occurrence if the insured person is caught unawares by them while abroad;
- g) Theft of tickets, passport or identity card: Only the additional costs for the continuation of the journey or the use of a rental car pursuant to para. 3.2.3 B h) are insured;

B If the person who triggers the abandonment, interruption or postponement of the travel service as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the latter would have to undertake the trip alone.

C If an insured person suffers from a chronic illness without that person's travel appearing to be in question at the time of taking out the insurance, at the time of booking, or prior to the commencement of the travel, ERV will pay the insured costs incurred if the travel has to be interrupted, abandoned, or extended due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness (provided a doctor confirmed in writing that the insured person was fit to make the planned journey at the time of booking the travel service).

### 3.2.3 Insured benefits

- A The event which triggers the abandonment, interruption or extension of the travel service is decisive when assessing the entitlement to benefits. Previous or subsequent events are not taken into account.
- B If the insured event occurs, ERV will pay
- the costs
    - for transport to the nearest suitable hospital for treatment;
    - of medically attended emergency transport (return transport) to the hospital suitable for treatment at the place of residence of the insured person. **The maximum benefits are shown in the overview table in these GCI ERV's doctors alone will decide on the necessity, nature and timing of these benefits;**
  - the costs of any necessary search and rescue operation if the insured person is considered missing or has to be rescued; The maximum benefits are shown in the overview table in these GCI;
  - the organization and costs of the formalities ordered by the authorities if an insured person dies during the trip. In addition, ERV will pay the costs of cremation outside the country of residence or the additional costs of complying with the international Agreement on the Transfer of Corpses (minimum requirements such as a zinc coffin or lining) and the return of the coffin or urn to the last place of residence of the insured person;
  - the costs of temporary return to the place of residence in an amount of up to CHF 3000 (outward and return journey for a maximum of two insured persons) if a stay for a period fixed in advance was booked with a return journey;
  - the additional costs of an unscheduled return, based on first-class rail travel and economy-class air travel;
  - a repayable advance on costs of up to CHF 5000 if an insured person has to be hospitalized abroad (reimbursement within 30 days of return to the place of residence);
  - the costs corresponding to the unused portion of the travel service (excluding the costs of the originally booked return journey); this benefit is limited to the price of the travel service or the sum insured specified in the overview table. No reimbursement will be made for unused accommodation services if ERV covers the costs of alternative accommodation;
  - either the additional costs for continuation of the journey, including accommodation, subsistence and communication costs for calls to the alarm center (for a maximum of seven days), up to the amount of CHF 1500 per person or up to CHF 1500 if a rental car is used, regardless of how many people use the rental car;
  - the travel expenses (economy-class flight/medium-class hotel) of up to CHF 5000 per person for two persons very close to the insured person to the latter's sickbed if they have to spend more than seven days hospitalized abroad;
- C The benefits are limited to the sums insured specified in the overview table.

### 3.2.4 Exclusions

- A The insured person is obliged to claim the benefits via the alarm center and to have them approved in advance by the alarm center or ERV. **Otherwise, benefits are limited to a maximum of CHF 400 per person and event.**
- B Benefits are excluded:
- if the service provider (tour operator, landlord, organizer, etc.) changes or abandons the agreed service or should have changed or abandoned it for objective reasons – this applies in particular to package holidays;
  - in the case of abandonment, interruption or extension of the trip due to illness, injury or pregnancy complications without medical indication (e.g. in case of adequate medical care on site) or if no doctor was consulted locally;
  - if the illness/complaint which triggers the abandonment, interruption or extension of the trip was a complication or consequence of medical treatment or surgery already planned at the start of the insurance term or time of booking, or prior to commencement of the trip;
  - in the event of inadequate maintenance of the vehicle or if it had already sustained defects or was manifestly defective when the trip was commenced or continued;
  - if the event is attributable to improper repair, self-repair or unauthorized changes (e.g. tuning).

### 3.2.5 Procedure in the event of a claim

- A In order to be entitled to benefits from ERV, the alarm center or ERV must be notified immediately when an insured event occurs.
- B The following documents, among others, must be submitted to ERV:
- the booking confirmation (original or copy),
  - a medical certificate incl. diagnosis, official certificates, the certificate of death, receipts, bills concerning insured additional costs, tickets and/or police reports (original or copy),
  - the original or copy of the credit or prepaid card statement / booking detail from E-Finance, showing that at least 51 % of the original travel service was paid for with the card for which the insurance is valid.

## 3.3 Medical and hospital costs worldwide

### 3.3.1 Special provision, scope, period of validity

The insurance is only valid for persons whose legal place of residence or habitual residence is Switzerland. At the request of ERV and at its expense, the insured person must undergo a medical examination by a medical officer. With the exception of Switzerland, the insurance cover is valid worldwide for the duration of the booked travel service.

### 3.3.2 Insured events and benefits

- A The maximum benefits are shown in the overview table. In the event of accident or illness, ERV shall reimburse the costs incurred abroad for outpatient treatment or an inpatient stay in a general hospital ward in accordance with the statutory Swiss social insurance schemes (Healthcare Insurance Act (HIA), Accident Insurance Act (AIA)) and taking into account the benefits of any other supplementary insurance schemes for
- medically necessary treatment measures (including medicines) prescribed or implemented by a licensed doctor/chiropractor;
  - medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff for the duration of the treatment;
  - initial purchase, hire, replacement or repair of medical aids such as prostheses, glasses and hearing aids provided they are the consequence of an accident and are prescribed by a doctor;
  - medically necessary rescue and transport costs to the nearest appropriate hospital for treatment, up to 10% of the sum insured.
- B ERV will reimburse the costs incurred for outpatient treatment or an inpatient stay in a general hospital ward in accordance with regional health insurance rates.
- C These benefits are paid up to 90 days beyond the agreed duration of cover provided the insured event (illness or accident) occurred during the insurance period.
- D **All benefits are paid as a supplement to the HIA/AIA benefits and supplementary insurances. Cover is contingent upon valid health and/or accident insurance in Switzerland.**

### 3.3.3 Cost credits

In the case of cost-intensive treatments, ERV will issue cost credits (directly to the hospital) within the framework of this insurance and as a supplement to the statutory Swiss social insurance schemes (HIA, AIA) and taking into account the benefits of any other supplementary insurances for all inpatient hospital stays. ERV will not issue cost credits for outpatient treatment (medical, pharmaceutical and pharmacy costs).

### 3.3.4 Uninsured accidents

The insurance does not cover:

- accidents that occur during foreign military service;
- accidents that occur when practising a manual occupation;
- accidents that occur while parachute jumping or piloting aeroplanes or aircraft.

### 3.3.5 Uninsured illnesses

The insurance does not cover:

- general check-ups or routine consultations;
- symptoms or illnesses which already existed when the insurance was taken out, together with their consequences and complications;
- illnesses as a consequence of prophylactic, diagnostic or therapeutic medical actions (e.g. vaccinations, radiation) insofar as they are not occasioned by an insured illness;
- disorders of the tooth or jaw;
- consequences of contraceptive or abortion-inducing measures;
- pregnancy or childbirth, together with attendant complications;
- conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

### 3.3.6 Exclusions

The insurance does not cover:

- Deductibles and franchises under other insurance schemes;
- Participation in strikes, unrest or demonstrations of any kind;
- Benefits for existing illnesses and accidents (including symptoms, consequences or complications) which existed when the insurance was taken out or when the trip was commenced, or which could have been diagnosed by a doctor during an examination. An exception is an unforeseeable acute deterioration in health due to a chronic condition;
- Benefits for treatment or care abroad if the insured person has gone abroad for this purpose;
- Events and benefits that are attributable to epidemics or pandemics;
- Treatments which are not carried out effectively, expediently and economically according to scientifically proven methods (Arts. 32 and 33 HIA);
- Benefit reductions imposed by other insurances.

### 3.3.7 Procedure in the event of a claim

- A In the event of accident or illness a doctor must be consulted as soon as possible and their instructions must be followed.
- B The following documents, among others, must be submitted to ERV:
- a detailed medical certificate,
  - invoices for medical, pharmaceutical and hospital costs and prescriptions,
  - the original or copy of the credit or prepaid card statement / booking detail from E-Finance, showing that at least 51 % of the original travel service was paid for with the card for which the insurance is valid.

## 3.4 Flight delay (missed connection)

### 3.4.1 Scope, period of validity

With the exception of the country of residence, the insurance cover is valid worldwide for the duration of the booked travel service, for as long as and as often as the insured person is away from his usual place of residence.



### 3.4.2 Insured event and benefit

If a connection between two flights is missed owing to a delay of at least three hours due solely to the fault of the first airline, ERV will as a supplement to the benefits provided by the airline pay the additional costs (hotel costs, rebooking costs, phone charges) to enable continuation of the journey. This benefit is limited to the sum insured specified in the overview table.

### 3.4.3 Exclusions

Benefit payments are excluded if the insured person is responsible for the delay.

### 3.4.4 Procedure in the event of a claim

- A In order to claim benefits from ERV, the event must be immediately reported in writing upon returning to Switzerland.
- B The following documents, among others, must be submitted to ERV:
- proof of delay from the air transport company,
  - confirmation of compensation paid by the airline,
  - the original or copy of the prepaid or credit card statement / E-Finance statement, showing that at least 51 % of the original travel service was paid for with the card for which the insurance is valid,
  - the booking confirmation,
  - receipts for the additional costs incurred.

## 3.5 Baggage

### 3.5.1 Scope, period of validity, special provisions (conduct obligations while travelling)

- A Insurance cover applies for as long and as often as the insured items are away from the usual place of residence of the insured person for the duration of the booked travel service.
- B When they are not being worn or used, valuable items
- must have been handed over to an overnight accommodation provider or a guarded cloakroom for custody or
  - must be kept under lock and key in a locked room with restricted access; bags of all kinds, beauty and attaché cases, as well as jewellery boxes, are not regarded as sufficient containers.
- C Travel warnings issued by the Swiss Federal Department of Foreign Affairs (FDFA) in relation to the specific travel destination, in particular the crime rate there as well as associated precautions, must be followed.

### 3.5.2 Insured items

- A All items taken on the trip for personal use by the insured persons are insured.
- B Insurance cover for sports equipment, wheelchairs and buggies applies exclusively during conveyance by public transport, and for as long as these insured items are in the care of a transport company.
- C Insured persons must carry any medically required items at all times. This does not apply to items that must be in the care of a transport company during conveyance by public transport.

### 3.5.3 Uninsured items

The insurance does not cover:

- cash, tickets, securities, software, precious metals, deeds and documents of all kinds, precious stones and pearls, items for professional use, items with artistic or collector value, musical instruments, motor vehicles, trailers, boats, surfboards, caravans and aircraft, and their accessories;
- items covered by special insurance;
- medical aids that were voluntarily placed in the care of the transport company for conveyance.

### 3.5.4 Insured events

- A The insurance covers:
- theft, burglary, robbery,
  - damage, destruction and permanent loss during conveyance by public transport, provided the baggage was placed in the care of the transport company for conveyance,
  - delayed delivery (by at least six hours) by a means of public transport.

### 3.5.5 Insured benefits

- A ERV indemnifies:
- the current value of insured items in the event of total or permanent loss. The current value is the original purchase price less depreciation of 10 % per year from the date of purchase, but not more than 50 % in total;
  - in the event of partial loss, the costs of repair subject to a maximum of the current value;
  - for the totality of valuable items, the current value subject to a maximum of 50 % of the sum insured;
  - glasses, contact lenses, prostheses and wheelchairs, the current value subject to a maximum of 20 % of the sum insured;
  - in the event of theft or permanent loss of passport, identity card, driver's, vehicle or similar identity documents and keys, the cost of recovery;
  - in the event of theft or permanent loss of credit/prepaid cards and mobile phones, the organization (but not the cost) of blocking;
  - in the event of delayed delivery of the baggage by a public means of transport, the cost of absolutely essential purchases up to CHF 500 per person per trip and subject to a maximum of CHF 4000 per year or per cardholder. There is no right to indemnification for the return journey to the place of residence.
- B The sum insured limits the total of all benefits in respect of claims arising for the duration of the insurance.

### 3.5.6 Exclusions

Benefits are excluded:

- which are caused by deliberate or grossly negligent acts or omissions;
- for damage due to wear and tear, deliberate damage, exposure to adverse weather conditions, inadequate or defective characteristics or packaging of the items;
- for items which are kept in a manner inappropriate to their value;
- for lost objects from locked vehicles or boats, if no traces of a burglary are visible;
- if the nearest police station is not contacted within 24 hours and the incident is not recorded or official investigations are not requested.

### 3.5.7 Procedure in the event of a claim

- A The insured person must
- in the event of theft or robbery, report the incident to the nearest police station (police report, airline ticket loss report, etc.) within 24 hours and request an official investigation,
  - in the event of damage, delayed delivery or loss of baggage during conveyance, obtain immediate confirmation from the responsible office (hotel management, tour director, transportation company, etc.) of the causes, circumstances, and extent of the damage or loss in a statement of facts, and also apply for compensation from that office,
  - notify ERV in writing or any other text form immediately after returning from the trip and give reasons for the claims.
- B The following documents, among others, must be submitted to ERV:
- the original or copy of the statement of facts (police report, airline ticket loss report, etc.),
  - the original or copy of confirmations, receipts or purchase confirmations,
  - the original or copy of the credit or prepaid card statement / booking detail from E-Finance, showing that at least 51 % of the original travel service was paid for with the card for which the insurance is valid.

## 3.6 Travel accident insurance

This is a fixed-benefit insurance policy.

### 3.6.1 Scope, period of validity, special provision

The insurance cover applies worldwide for the duration of the booked travel service, for as long and as often as the insured person is away from his usual place of residence.

### 3.6.2 Insured events

- A In the event of the death of the insured person as a result of an accident, the legal heirs will receive the agreed sum specified in the overview table. The insured person must notify ERV in writing of any deviations to these benefits. When paying out the insurance benefit, ERV will take into account the provision of which it was most recently notified in writing, which is why ERV must be informed accordingly and in good time of any changes.
- B In the event of medically diagnosed disability resulting from an insured accident within five years of the date of the accident, ERV will pay the agreed capital (max. CHF 300 000) and in the event of partial disability a corresponding percentage thereof (max. CHF 300 000).
- The degree of disability is measured on the basis of the scale of compensation for physical or mental impairment of the Accident Insurance Ordinance (AIO) and in accordance with the Suva scales;
  - The total inability to use limbs or organs is equated with loss;
  - For partial loss or only partial inability to use limbs, an appropriate lower degree of disability will apply;
  - If several body parts are affected, the severity of the disability, which cannot exceed 100 %, is determined by adding the individual percentage rates together;
  - For cases not listed above, the degree of disability based on medical findings is determined using the percentages listed above, taking into account the insured person's circumstances;
  - If body parts were already missing or had lost some or all of their function prior to the accident, the pre-existing degree of disability calculated according to the above principles will be deducted when establishing the degree of disability.

### 3.6.3 Benefit limits

ERV will pay:

- in the event of the death
  - of insured children who had not reached age 16 at the time of the accident, a maximum of CHF 10 000;
  - of insured persons who at the time of the accident had reached age 65, half of the agreed sum insured;
- in the event of disability
  - of insured children who had not reached age 16 at the time of the accident, a maximum of CHF 10 000;
  - of insured persons who at the time of the accident had reached age 65, instead of the lump sum, a life annuity. The annuity is set at CHF 83 per year per CHF 1000 of disability capital for a degree of disability of 100 % (pro-rated according to the degree of disability in accordance with para. 3.6.2);
- under all accident insurance policies in force with ERV on a combined basis per person up to a maximum (as per overview table) of
  - CHF 300 000 in the event of death,
  - CHF 300 000 in the event of disability.

If several insured persons suffer an accident due to the same event, the indemnities payable by ERV are limited to a maximum of CHF 1 million for death and disability (as per overview table). If the claims exceed this amount, this sum is allocated proportionately.



### 3.6.4 Uninsured events

The insurance does not cover:

- a) accidents that occur during foreign military service;
- b) accidents that occur while parachute jumping or piloting aeroplanes or aircraft.

### 3.6.5 Procedure in the event of a claim

- A Report the death to ERV in writing or any other text form within 24 hours.
- B The following documents must be submitted to ERV:
- detailed medical certificate and/or accident report,
  - the original or copy of the credit or prepaid card statement/booking detail from E-Finance, showing that at least 51 % of the original travel service was paid for with the card for which the insurance is valid.

### 3.7 Concierge service

Offering a variety of services such as providing traffic and event information, booking restaurants or hotels, hiring chalets, villas, boats or planes, booking rental cars, ordering flowers or event tickets. The services are provided without any assumption of the costs involved.

#### 3.7.1 Services

The insurer provides the insured person with various types of concierge services related to travel, dining, shopping, everyday life, wellness and events. If the insured person makes a request, the insurer will – without any obligation to achieve results – endeavour to ensure that the request is answered directly by the insurer or by referring the request to a service provider or partner. The agreed reservation, booking or order will be made in the name of the insured person and using their credit card details. Invoicing takes place between the insured person and the company providing the service.

#### 3.7.2 Exclusions

The insurer will refuse the following concierge service requests:

- requests that violate the Swiss legal framework or ethical and moral standards;
- requests aimed exclusively at discounts;
- requests that are subject to restrictions in relation to specific persons or in specific countries;
- requests that violate the applicable law in the country of performance.

If a request takes more than two hours to process, the insurer reserves the right to close the request in this state and to inform the insured person about the processing status. The insurer reserves the right to reject requests it deems inappropriate without giving reasons.

#### 3.7.3 Costs

The insured person will bear the costs and fees for the products and services used. This person is responsible for paying for the reservation, booking or order, as well as for any fees incurred in the event of a cancellation or no-show.

#### 3.7.4 Liability

The insurer will not be liable for:

- property damage and financial losses resulting from delay or incorrect information, or for defective services or defects of any kind in the procured items;
- property damage and financial losses caused by the non-availability of the institution concerned;
- failure to perform the ordered service or service disruptions;
- loss/damage caused by deployed auxiliary personnel.

#### 3.7.5 Contact

The concierge service is available to the insured person 7 days a week and 24 hours a day. E-mail [info@ervconcierge.ch](mailto:info@ervconcierge.ch) (recommended)/Tel. +41 (0) 78 213 68 00.

## 4 Rental car

### 4.1 Deductible guarantee for rental cars

#### 4.1.1 Scope of insurance, scope, period of validity, special provision

The insurance provides collision damage waiver insurance for rental cars and covers the vehicle rented by the cardholder. The insurance cover is valid worldwide for the duration of the rental as stated in the booking or reservation confirmation (max. 90 days).

#### 4.1.2 Insured vehicles

The insurance covers passenger cars, motor homes, campers, motor caravans, camping buses, minibuses or motorcycles (this list is exhaustive) rented and driven by an insured person and legally authorized for highway use.

#### 4.1.3 Insured events

The term insured events means damage to the rented vehicle (excluding inventory) covered by an existing comprehensive or theft insurance.

#### 4.1.4 Insured benefits

- A If an insured event occurs, ERV pays the repair costs incurred, up to a maximum of the deductible charged by the rental car insurance. Follow-up costs, e.g. loss of no-claims bonus, increase in premium or forgone rental income are excluded.
- B The insurance benefit is based on the relevant deductible and the maximum sum insured.

#### 4.1.5 Exclusions

Benefits are excluded:

- a) if the comprehensive or theft insurer declines the claim;
- b) for damage for which the compensating insurer does not stipulate a deductible;
- c) in the event of claims in connection with a breach of the contract with the car rental company;
- d) in the event of claims caused by the vehicle driver while in a state of drunkenness (exceeding the statutory blood/alcohol level in the particular country) or under the influence of drugs or pharmaceuticals;
- e) in the event of damage to the oil sump or tyres;
- f) in the event of claims caused by loss of, or damage to, the car key;
- g) in the event of damage occurring on unofficial roads or racetracks;
- h) if the insured vehicle was used to carry passengers for commercial purposes;
- i) if the insured vehicle was booked for car sharing or subscription purposes.

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

- A In the event of a claim, the following procedure must be strictly observed on site: The insured person must
- notify the vehicle rental company immediately;
  - if other road users are involved in an accident, notify the local police at once and request an official investigation or a report on the incident (police report, accident report);
  - on return of the rental vehicle, arrange for a damage report to be drawn up by the hire company on the spot;
  - independently pay any excess directly on site.
- B The following documents, among others, must be submitted to ERV:
- a copy of the vehicle rental agreement,
  - a proof of payment of the deposit (receipt from the car rental company) and the original or copy of the credit or prepaid card statement / E-Finance booking detail, showing that at least 51 % of the rental price was paid with the card,
  - the original or copy of the statement of facts (police report, accident report),
  - a copy of the vehicle rental company's final statement of account,
  - the statement confirming payment of the invoiced excess.

### 4.2 Key protection insurance for rental cars

#### 4.2.1 Scope, period of validity

The insurance provides key protection insurance for rental cars and covers the vehicle rented by the cardholder. The insurance cover is valid worldwide for the duration of the rental as stated in the booking or reservation confirmation (max. 90 days).

#### 4.2.2 Insured events and benefits

The costs incurred due to loss of the rental car key are insured. If an insured event occurs, the costs for replacing and/or recoding the rental car key are covered. The insurance benefit is based on the maximum sum insured as specified in the overview table.

#### 4.2.3 Exclusions

Benefits are excluded:

- in the event of damage to or in the rental vehicle caused by loss of, or damage to, the car key.

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

The following documents, among others, must be submitted to ERV:

- a copy of the vehicle rental agreement,
- a proof of payment of the deposit (receipt from the car rental company) and the original or copy of the credit or prepaid card statement / booking detail from E-Finance, showing that at least 51 % of the rental price was paid with the card,
- a copy of the vehicle rental company's final statement of account,
- the statement confirming payment of the invoiced excess.

## 5 Legal protection

### 5.1 Buyer legal protection for prepaid or credit cards

Legal protection insurance within the meaning of the following provisions is provided in cooperation with Coop Rechtsschutz AG. Coop Rechtsschutz AG is the insurance provider and undertakes to provide the insured benefits within the following terms and conditions.

The insured person has a direct right of claim against Coop Rechtsschutz AG.

#### 5.1.1 Scope, period of validity

The insurance cover is valid worldwide for the policy period set out in the insurance policy.

Insured legal field	Local validity	Sum insured	Special features
Contractual disputes with the service provider	World	CHF 25 000	The trigger event is the date on which the event triggering the dispute occurred

#### 5.1.2 Insured benefits

Coop Rechtsschutz AG provides insurance cover for the protection of legal interests through the legal service of Coop Rechtsschutz AG and for the payment of up to a maximum of CHF 25 000 for the following benefits:

- the costs of appointed lawyers
- the costs of appointed experts
- the procedural and court costs to be borne by the insured person
- the legal costs awarded to the counterparty

#### 5.1.3 The following will not be paid:

- fines, monetary and contractual penalties
- compensation and satisfaction
- costs that a liable third party is obliged to assume

The insured person must return any court or prevailing-party costs awarded to him to Coop Rechtsschutz up to the amount of the benefits paid.

#### 5.1.4 Term of liability cover

Decisive for the time coverage is the date of the trigger event specified in the table.

#### 5.1.5 Exclusions

Legal protection is not provided for

- any legal protection cases or capacities not specifically listed
- cases which occurred before the insurance was taken out
- disputes between insured persons or with Coop Rechtsschutz AG, its governing bodies or representatives
- cases relating to the collection of debts or assigned payments
- defence against claims for either damages or pure financial loss (in the absence of associated physical injury or property damage)

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

Submission of a legal protection claim

Coop Rechtsschutz AG must be informed of any legal protection claim immediately and in writing if it so requests.

Obligations in the event of a claim

The insured person shall grant any necessary powers of attorney and provide any necessary information to support Coop Rechtsschutz AG in processing the legal protection claim, and shall forward any correspondence or documents they receive, in particular from the authorities, without delay. Should the insured person culpably breach any of these obligations, Coop Rechtsschutz AG may reduce its benefits to the extent that the breach caused additional costs. In the event of serious breaches, Coop Rechtsschutz AG may refuse to pay benefits altogether.

Processing a legal protection claim

After consultation with the insured person, Coop Rechtsschutz AG shall take any measures deemed necessary to protect the former's interests. If it is deemed necessary to engage a lawyer, particularly to represent the insured person in court or administrative proceedings or in the case of conflicts of interest, the insured person is free to choose their own lawyer. If Coop Rechtsschutz AG does not agree with the choice made, the insured person may propose a further three lawyers, who may not belong to the same law office. Coop Rechtsschutz AG must accept one of those three lawyers proposed. Before engaging the lawyer, the insured person must obtain approval and cost authorization from Coop Rechtsschutz AG. If there are no valid reasons for changing lawyers, the insured person shall bear the costs incurred.

Procedure in the event of differences of opinion

If Coop Rechtsschutz AG and the insured person disagree on the next steps, in particular in cases which Coop Rechtsschutz AG considers futile, the insured person can request the initiation of arbitration proceedings. An arbitrator shall be appointed by agreement between the parties. Further, the arbitration proceedings shall comply with the provisions concerning arbitration laid down in the Swiss Code of Civil Procedure (ZPO). If an insured person takes legal action at their own cost, Coop Rechtsschutz AG will pay the insured person the contractual benefits if the outcome of the main proceedings is more favourable than the assessment previously made by Coop Rechtsschutz AG.

Notifications

All notifications should be sent to the head office of Coop Rechtsschutz AG, Entfelderstrasse 2, P.O. Box 2502, 5001 Aarau, Switzerland, tel. +41 (0)62 836 00 00, info@cooprecht.ch, or to one of its branch offices.

### 5.2 Travel legal protection for credit cards

Legal protection insurance within the meaning of the following provisions is provided in cooperation with Coop Rechtsschutz AG. Coop Rechtsschutz AG is the insurance provider and undertakes to provide the insured benefits within the following terms and conditions.

The insured person has a direct right of claim against Coop Rechtsschutz AG.

#### 5.2.1 Scope, period of validity

The insurance cover is valid worldwide for the duration specified in the insurance policy.

### 5.2.2 Insured capacities

Events in connection with a trip that the customer has predominantly paid for with the credit card are insured.

- driver of a hired motor vehicle or watercraft
- participant in sport, pedestrian, cyclist, scooter rider or passenger of any kind of transport
- tenant of a holiday home
- hotel guest
- party to a travel contract
- victim of a violent crime
- baggage sender

Insured legal field	Local validity	Sum insured	Other limitations or exclusions
Enforcement of non-contractual compensation for damages against the person who caused the damage or against their liability insurer.	World	CHF 150 000 Outside Europe: CHF 50 000	The insurance does not cover: defence against claims for either damages or pure financial loss (in the absence of associated physical injury or property damage). The trigger event is the date on which the damage was caused.
Legal disputes with insurance companies, health insurance funds or pension funds	World	CHF 150 000 Outside Europe: CHF 50 000	Legal disputes with insurance companies, health insurance funds or pension funds. The trigger event is the date on which the event triggering the claim against the insurance company, health insurance fund or pension fund occurs; failing that: the date of the notification triggering the dispute.
Criminal and administrative proceedings	World	CHF 150 000 Outside Europe: CHF 50 000	If the insured is charged with a premeditated offence, the costs will only be borne in the event of an acquittal or a stay of proceedings. No costs will be paid if the acquittal or stay of proceedings is in connection with a settlement or compensation paid to the plaintiff or other persons. The trigger event is the date on which the infringement of the law took place
Contractual disputes arising from the following contracts: • Rental of a motor vehicle, non-motorized hobby and sports equipment or a holiday home • Freight and carriage contract • Travel contract, provided the place of jurisdiction is in Switzerland and Swiss law is applicable • Accommodation contract	World	CHF 150 000 Outside Europe: CHF 50 000	The trigger event is the date on which the event triggering the dispute occurred

### 5.2.3 Insured benefits

Coop Rechtsschutz AG provides insurance cover for the protection of legal interests through the legal service of Coop Rechtsschutz AG and for the payment of up to a maximum of CHF 150 000 for the following benefits:

- the costs of appointed lawyers
- the costs of appointed experts
- the procedural and court costs to be borne by the insured person
- the legal costs awarded to the counterparty
- the cost of collecting the compensation of bail owed to the insured person in order to avoid detention while awaiting trial up to the amount of CHF 100 000 per event. This benefit is paid in the form of an advance only and must be repaid to Coop.
- travel expenses up to a maximum of CHF 5000 incurred as a result of being required to appear before a foreign court of law
- translation costs up to a maximum of CHF 5000

### 5.2.4 The following will not be paid:

- fines, monetary and contractual penalties
  - compensation and satisfaction
  - costs that a liable third party is obliged to assume
- The insured person must return any court or prevailing-party costs awarded to him to Coop Rechtsschutz up to the amount of the benefits paid.

### 5.2.5 Term of liability cover

Decisive for the time coverage is the trigger event according to the table.

### 5.2.6 Exclusions

- Legal protection is not provided for
- any legal protection cases or capacities not specifically listed
  - cases which occurred before the insurance was taken out
  - disputes between insured persons or with Coop Rechtsschutz AG, their governing bodies or representatives
  - cases relating to the collection of debts or assigned payments
  - defence against claims for either damages or pure financial loss (in the absence of associated physical injury or property damage)
  - cases in connection with regaining a driving licence

### 5.2.7 Procedure in the event of a claim

Submission of a legal protection claim

Coop Rechtsschutz AG must be informed of any legal protection claim immediately and in writing if it so requests.

Obligations in the event of a claim

The insured person shall grant any necessary powers of attorney and provide any necessary information to support Coop Rechtsschutz AG in processing the legal protection claim, and shall forward any correspondence or documents they receive, in particular from the authorities, without delay. Should the insured person culpably breach any of these obligations, Coop Rechtsschutz AG may reduce its benefits to the extent that the breach caused additional costs. In the event of serious breaches, CRS may refuse to pay benefits altogether.

Processing a legal protection claim

After consultation with the insured person, Coop Rechtsschutz AG shall take any measures deemed necessary to protect the former's interests. If it is deemed necessary to engage a lawyer, particularly to represent the insured person in court or administrative proceedings or in the case of conflicts of interest, the insured person is free to choose their own lawyer. If Coop Rechtsschutz AG does not agree with the choice made, the insured person may propose a further three lawyers, who may not belong to the same law office. Coop Rechtsschutz AG must accept one of those three lawyers proposed. Before engaging the lawyer, the insured person must obtain approval and cost authorization from Coop Rechtsschutz AG. If there are no valid reasons for changing lawyers, the insured person shall bear the costs incurred.

Procedure in the event of differences of opinion

If Coop Rechtsschutz AG and the insured person disagree on the next steps, in particular in cases which Coop Rechtsschutz AG considers futile, the insured person can request the initiation of arbitration proceedings. An arbitrator shall be appointed by agreement between the parties. In all other respects, the proceedings will follow the provisions on arbitration contained in the Swiss Code of Civil Procedure (ZPO). If an insured person takes legal action at their own cost, Coop Rechtsschutz AG will pay the insured person the contractual benefits if the outcome of the main proceedings is more favourable than the assessment previously made by Coop Rechtsschutz AG.

Notifications

All notifications should be sent to the head office of Coop Rechtsschutz AG, Entfelderstrasse 2, P.O. Box 2502, 5001 Aarau, Switzerland, tel. +41 (0)62 836 00 00, info@cooprecht.ch, or to one of its branch.



## 6 Glossary

### A **Abroad**

Neither Switzerland nor the country in which the insured person has a permanent residence is regarded as a foreign country.

### **Accident**

An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body resulting in impairment of physical, mental or psychological health or death.

### C **Cancellation costs**

If the traveller withdraws from the contract, the tour operator loses the claim to the agreed travel price. The tour operator may, however, demand appropriate compensation. The amount of compensation is determined by the travel price less the value of the expenses saved by the tour operator as well as what the tour operator can acquire through other use of the travel services.

### E **Epidemic**

An epidemic is an infectious disease which occurs to an above-average extent, in terms of both place and time.

### **Europe**

The territory of Europe includes all states in the continent of Europe as well as the Mediterranean islands and the Canary Islands, the Azores, Madeira, Svalbard and the non-European Mediterranean rim states. The eastern border to the north of Turkey is formed by the Ural mountain range and the countries of Azerbaijan, Armenia and Georgia, which likewise are deemed to be in the territory of Europe.

### **Event due to natural forces**

Sudden, unforeseeable natural event with a catastrophic character. The damaging event is triggered by geological or meteorological processes.

### **Expedition**

An expedition is a scientific journey of discovery or research lasting several days in a remote and undeveloped region or a mountain tour from a base camp to altitudes of over 7000m above sea level. This also includes tours in extremely remote lowlands such as at the two poles or, for example, in the Gobi desert, the Sahara, the jungle in the Amazon region or Greenland, as well as the exploration of specific cave systems.

### **Extreme sport**

Engaging in exceptional sporting disciplines, whereby the person concerned is exposed to the highest physical and mental stress. The current Suva classifications, among others, apply in principle.

### G **Gross negligence**

Gross negligence is committed by anyone who does not observe basic precautions that a reasonable person would have followed in the same situation, thereby putting other people and themselves in danger.

### I **Illness**

Illness is any impairment of physical, mental or psychological health which is not the result of an accident and which requires medical examination or treatment or results in incapacity for work.

### **Insurance year**

The insurance year begins with the possession of the prepaid card or credit card (with the entry into the collective agreement) and lasts 365 days. The insurance year is then automatically extended by a further 365 days.

### **Insured persons**

Insured persons are the persons named in the customer information or GCI.

### **Isolation/quarantine**

Isolation or quarantine are measures intended to interrupt chains of infection and prevent an infectious disease from spreading.

### M **Medical aids**

Medical aids are any essential items used for treatment or examination (wheel-chairs, prostheses, respiratory therapy equipment, prescription drugs, glasses, contact lenses, etc.).

### O **Official order**

Official orders are deemed to be any instruction or decree issued by an official authority (e.g. detention, entry or exit bans, closure of borders and/or airspace, quarantine). They have a mandatory character.

### P **Pandemic**

A pandemic is the transnational, global spread of an epidemic.

### **Place of residence/country of residence**

The insured person's country of residence is the country in which they have (or had before commencement of the insured stay) their legal domicile or habitual abode.

### **Public transport/aircraft**

Public transport/aircraft denotes all land vehicles and aircraft or watercraft registered for public passenger transport. Public transport does not include means of transport used for sightseeing tours/flights, rental cars and taxis.

### R **Related/related by marriage**

With regard to para. 3.1.2 B and para. 3.2.2 B, in addition to relatives and relatives-in-law, spouses and cohabiting partners as well as partners in a registered partnership are also included.

### **Robbery**

Theft involving the use or threat of violence.

### S **Sports equipment**

Sports equipment is all items needed to practise a sport (bicycles, skis, snowboards, hunting rifles, diving and golf equipment, rackets, etc.), including accessories.

### **Switzerland**

Switzerland and the Principality of Liechtenstein come within the territorial scope of Switzerland.

### T **Terrorism**

Terrorism is defined as any act or threat of violence to achieve political, religious, ethnic, ideological or similar objectives. The act or threat of violence is likely to spread fear or terror among the population or parts of the population or to influence a government or state institutions.

### **Travel service**

Travel services refer, for example, to the booking of a flight, a boat, bus or train journey, a bus transfer or other transport to or from the travel destination, or to the local booking of a hotel room, a holiday apartment, a motorhome or a houseboat, or to the chartering of a yacht.

### U **Unrest of any kind**

Acts of violence against people or property by gangs or during violent demonstrations or rioting.

### V **Valuable items**

Valuable items include jewellery with or without precious metal, watches, notebooks/laptops and their accessories, hardware, photographic, cinematographic and audio equipment and their accessories. Any item with a replacement value of more than CHF 2000 is considered to be a valuable item.