

## Terms and conditions for internet booking

### TRAVEL CANCELLATION INSURANCE

#### EUROPÄISCHE REISEVERSICHERUNGS AG

##### Cancellation cost insurance with pro rata

#### 1 Special provisions

The cancellation cost insurance is valid only if it is concluded within 8 days of receipt of the definitive booking confirmation. In addition for persons suffering from a chronic psychological illness, the fitness to travel must be certified at the time when the booking is made.

#### 2 Insured person; duration of insurance cover

The lawful holder of this passport is insured; insurance cover begins when the final booking is made and ends on the expiry of the rental period (max. 62 days).

#### 3 Which events are insured?

**A** EUROPÄISCHE grants insurance cover if the insured person is unable to travel/begin the package or must interrupt this before the due date because of one of the events designated below:

- a) serious illness, serious injury, serious complication during pregnancy or death of the insured person; of a person travelling with him/her; of a person who is not travelling with the insured party but is very close to the insured party; or of the substitute at the workplace so that the presence of the insured person is indispensable at work;
- b) serious damage to the property of the insured person at his/her place of residence caused by fire, storm, theft or water damage so making his/her presence at home indispensable;
- c) absence or delay because of technical defects of the licensed means of public transport to be used at the official place of departure (aircraft departure, rail station, port or bus station) in Switzerland;
- d) unforeseen start of a new job or termination of the employment contract of the insured person by the employer within the last 30 days before the departure date.

**B** If the person who causes the cancellation through an insured event is neither relative nor a relative-in-law of the insured person a claim to benefits only exists if the insured person would otherwise have to travel alone.

**C** If the insured person is suffering from a chronic illness without this seeming to jeopardize the travel when the booking is made, EUROPÄISCHE will pay the insured costs which result if the travel has to be cancelled because of serious acute deterioration of this illness or if death occurs as a consequence of the chronic illness (subject to Section 1).

#### 4 Which benefits can be claimed?

**A** The Europäische pays the cancellation costs actually incurred or contractually due (excluding the handling charges), if the insured person is unable to begin his journey/package because of an insured event.

**B** Additional costs for late commencement of the journey up to an amount of CHF 3,000.-, if the travel cannot begin at the schedule time because of an insured event.

**C** The proportionate costs of the unused travel package (excluding transport costs) in the event of premature termination of the package.

**D** For A and C the benefits are limited by the travel/package/rental price.

#### 5 When is there no entitlement to benefit?

**A** The insurance cover does not include damage and events

- a) which had already occurred or could have been detected at the time when the travel/package was booked or could theoretically have been diagnosed by a doctor if a medical examination had been made. The provisions of Section 3 C are reserved;
- b) in the event of cancellation in respect of Section 3 A a) without medical indication and if the medical certificate was not issued at the time when it would first have been possible to establish the inability to travel;
- c) if a cancellation caused by psychological illness
  - of persons in employment cannot be additionally justified by the presentation of a confirmation of absence by the

employer for the duration of the medically certified inability to travel;

- of persons who are not in employment cannot be established and certified by a psychiatric medical practitioner;
- d) in connection with strikes or unrest of all kinds, natural disasters, epidemics or quarantine, notwithstanding Section 3 A b);
- e) which are a consequence of actions taken by the public authorities or warlike events;
- f) which occur on the occasion of participation in competitions, races, rallies for which a licence is needed or in training for such events and in the case of risky actions in which the person concerned knowingly exposes himself/herself to a particularly high risk;
- g) which may occur when driving a motor vehicle without the necessary driving licence or if the accompanying person prescribed by law is not present;
- h) which are caused by deliberate action or omission or gross negligence on the part of an insured person or by active participation in strikes and unrest;
- i) which are a consequence of drunkenness or the abuse of drugs or pharmaceuticals;
- j) which occur on the occasion of the deliberate commission of crimes and offences and attempted commission thereof;
- k) which are caused by ionising radiation of any kind, in particular also by nuclear reactions.

**B** Benefits are likewise excluded if the provider of the service (tour operator, renter etc.) or organiser cancels the travel/ package because of failure to attain the minimum number of participants, strikes, unrest of all kinds, natural disasters or epidemics.

#### **6 What happens in the event of claims of the insured person against third parties?**

If the insured person has been indemnified by a liable third party or his insurer, compensation on the basis of this agree-

- A** ment shall lapse. If the action has been taken against EUROPÄISCHE instead of the liable party, the insured person must assign his liability claims up to the amount of the expenditure incurred by EUROPÄISCHE.
- B** If the insured person has claims to compensation against other licensed insurers, the benefits covered by this insurance will only be refunded in relation to the overall amount of all the benefits.

#### **7 Action in the event of a claim?**

- A** The insured person must use his or her best endeavours to reduce and settle the claim. Immediate compliance with the following obligations in the event of a claim will facilitate fast processing of the matter.
- B** The renter or organiser and EUROPÄISCHE must be informed immediately.
- C** Information requested must be provided to EUROPÄISCHE immediately, together with the insurance policy, the rental agreement or the cancellation cost account and a detailed medical certificate or a death certificate or some other official attestation.
- D** In the event of illness or accident, the insured person must release the medical practitioners who treated him or her from their obligation of discretion in relation to EUROPÄISCHE.
- E** In the event of negligent breach of obligations when a claim has to be made, EUROPÄISCHE is entitled to reduce the compensation by the amount, which would not have been incurred in the event of conduct in accordance with the stipulated conditions.
- F** The obligation of EUROPÄISCHE to provide benefits shall lapse if, in particular when reporting the claim, deliberately untrue information was given or facts concealed even if this caused no prejudice to EUROPÄISCHE.
- G** All notifications must be sent to the Claims Department of EUROPÄISCHE REISEVERSICHERUNGS AG, Steinengraben 28, Postfach, CH-4003 Basel, Tel. +41 61 275 27 27, Fax +41 61 275 27 30, schaden@erv.ch.

#### **8 What other legal provisions must be respected?**

- A** Claims arising out of this insurance shall be time-barred two years after the occurrence of the event.
- B** The Swiss place of residence or registered office of EUROPÄISCHE in Basel are available as the place of jurisdiction for the person entitled to make claims.
- C** Benefits unduly obtained from EUROPÄISCHE must be refunded within 30 days, together with all the resulting disbursements.
- D** In assessing whether a journey to a country is or is not reasonable because of strike, unrest, war etc., the current recommendations of the EDA (Swiss Federal Department of Foreign Affairs) shall be the decisive consideration.
- E** In addition to these provisions, the Swiss Federal Act on Insurance Contracts (VVG) of 2 April 1908 shall likewise apply.