

## **Customer Information and Insurance Policy Terms and Conditions (T&C) for Helvetic Cross-Border Premium**

### **Customer information according to the Swiss Federal Law on Insurance Contracts (LIC)**

The following customer information provides a clear and concise overview of the identity of the insurer and the fundamental content of the insurance contract (art. 3 of the Federal Law on Insurance Contracts, LIC). The content and the scope of the rights and obligations arising from the insurance contract are defined exclusively by the Insurance Policy Terms and Conditions (T&C).

#### **Who is the insurer?**

The insurer is TSM Insurance Company, Rue Jaquet-Droz 41, 2300 La Chaux-de-Fonds.

#### **Who is the provider?**

The provider is Helvetic Assistance GmbH, Industriestrasse 12, CH-8305 Dietlikon. For air passenger compensation: AirHelp Limited, 9B Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong.

#### **Who is the policyholder?**

The policyholder is the person designated as such in the insurance policy.

#### **What persons are insured?**

The persons insured are those listed in the policy and residing abroad.

The insured persons are identified in each case by the insurance policy and the Insurance Policy Terms and Conditions (T&C).

#### **Which risks are insured and what is the scope of the insurance coverage?**

The risks insured as part of the relevant insurance contract as well as the scope and the limitation of the scope of insurance coverage are stated in the insurance policy and the Insurance Policy Terms and Conditions (T&C). For guidance purposes, the following offers a comprehensive description of the various insurance components offered:

##### **- Cancellation costs**

Coverage of the cancellation costs owed by the insured person (up to the maximum sum insured stated in the confirmation), where the person is unable to start or must cancel a booked trip due to serious illness or accident, death, pregnancy complications, severe property damage to their property at home, delays and breakdowns of means of transport en route, hazards at the travel destination (war, terrorist attacks, civil unrest, natural disasters), strikes, unemployment or unexpected start of employment.

##### **- Assistance**

Organisation and coverage of costs for transfer to the nearest hospital, repatriation to a hospital or the place of residence (with or without medical supervision) if the insured person becomes seriously ill or is badly injured during the trip or if there is an unexpected deterioration of a chronic condition as certified by a doctor; organisation and coverage of the costs of the extra return journey due to the interruption of a trip by a travel companion or a family member, interruption of a trip due to illness, accident or death affecting a close relative not travelling or the deputy in the workplace, or due to severe damage to property belonging to the insured person at his or her place of residence, or due to civil unrest, terrorist attacks, natural disasters and/or strikes at the travel destination; organisation and coverage of costs for repatriation in case of death. For certain benefits there is a limited sum insured.

##### **- Health insurance abroad**

Assumption of the costs of treatment (up to a maximum CHF 100,000) for emergency medical interventions to treat illnesses or accidents involving the insured person during their trip abroad. The insurance policy is supplemental to the statutory social security system (health insurance, accident insurance, etc.) and any additional insurance schemes.

##### **- Exclusion of rental car deductible with liability**

Coverage of the deductible charged to the insured person as a result of damage to a vehicle they have rented, up to a maximum of CHF 10,000.00 As part of the liability, where the sum insured of the motor vehicle liability insurance for the rental car is lower than CHF 5 million, the portion of the claim stemming from liability damage that exceeds the sum insured will be covered up to a maximum of CHF 5 million.

##### **- Air passenger compensation**

Claiming the legally required compensation for flight delays, cancellations or overbookings via AirHelp and, if successful, coverage of the commissions due.

##### **- Service Provider Insolvency**

Organisation and coverage of the costs for rebooking with another provider and for the return/onward journey, as well as hotel stays or other providers where a booked provider has gone bankrupt.

##### **- 24/7 assistance**

Information and organisation of benefits relating to travel (e.g. organisation of event tickets, reservation of tables in restaurants).

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

Insurance coverage for the cancellation costs insurance begins on the date the booking is made and ends when the policyholder starts the trip. The insurance coverage for the service provider insolvency begins on the day the booking is made and ends when the trip finishes. All other insurance benefits begin when the trip starts and end when it finishes. Insurance cover begins on starting the trip and lasts for a maximum of 4 months.

#### **Temporal and territorial validity of the insurance coverage**

The insurance coverage is valid worldwide throughout the duration of the insurance.

### **What basic exclusions apply?**

The following list includes only the main exclusions of the insurance coverage. Further exclusions arise from the exclusion provisions ("Events and benefits not insured") in the Insurance Policy Terms and Conditions and the LIC:

- Basically, there is no insurance coverage for events that have already occurred at the time of conclusion of a contract or booking or commencement of the booked service; the same applies for events that could have been foreseen at the time of conclusion of a contract or booking or commencement of the booked service.
  - There is also no insurance coverage for events such as abuse of alcohol, drugs or pharmaceuticals, suicide or attempted suicide, participation in strikes or civil unrest, in racing and training sessions involving motor vehicles or boats, participation in reckless actions where one is knowingly exposing oneself to risk, or grossly negligent or deliberate action/inaction.
  - The cover for cancellation costs specifically does not include insurance coverage in case of a "poor healing process", i.e. for illnesses and the consequences of an accident, an operation or a medical intervention which already existed at the time of booking or conclusion of a contract and had not healed by the start of the trip, course, seminar or rental period; the same applies for official orders.
  - The Assistance cover does not include benefits, in particular, if the Helvetic Assistance emergency call centre did not authorise the benefits in advance; the same applies, for example, if the responsible travel company did not provide the contractual services or did so only partially.
- The health insurance abroad cover does not include insurance coverage for accidents and illnesses that had already occurred upon conclusion of the policy and any consequences, complications, deteriorations or relapses relating to these, particularly including chronic and recurring illnesses, and regardless of whether the insured person was already aware of these upon the conclusion of the policy.

### **What are the obligations of the insured persons?**

The following list contains only the most common obligations. Other obligations can be found in the Insurance Policy Terms and Conditions (T&C) and the LIC:

- Within the scope of the cover for cancellation costs, upon the occurrence of the insured event, the policyholder must immediately cancel the booked trip with the agent and then report the claim to Helvetic Assistance online, providing the requisite documents (see T&C B 4.5) (for the contact address see T&C A 9).
- Within the scope of the Assistance cover, following the occurrence of the insured event, the policyholder must inform the Helvetic Assistance emergency call centre immediately and obtain their authorisation for any assistance measures as well as for payment thereof. The Helvetic Assistance emergency call centre is open around the clock (conversations with the call centre are recorded): Phone: +41 44 563 62 63.
- Within the scope of the cover for health insurance abroad, authorisation of treatment in a private ward requires the prior agreement of Helvetic Assistance doctors over the phone.
- In any case, the insured person has an obligation to do all they can to help minimise and clarify the damage; in the case of damages resulting from an injury or illness, the insured person must make sure that the attending doctors have been exempted from their obligation to maintain confidentiality towards Helvetic Assistance.
- If the eligible person neglects their obligations, Helvetic Assistance has a right to refuse or reduce benefits.

### **How high is the premium?**

The level of the premium depends on the insured risks and the agreed cover. The level of the premium is defined upon booking and is stated in the insurance policy.

### **How does Helvetic Assistance handle data?**

The processing of personal data forms an indispensable basis of the insurance activities. When processing personal data, Helvetic Assistance observes the Swiss Data Protection Act (FADP). If necessary, Helvetic Assistance obtains from the insured person any consent required for data processing.

The personal data processed by Helvetic Assistance includes the data relevant for conclusion of the policy and for policy processing and claims settlement. It is primarily the insured persons' information from the insurance application and the notice of claim that are processed. In the interests of all insured persons, in some circumstances data exchange with claim management companies, previous insurers, reinsurers and insurers in Switzerland and abroad takes place. In addition, Helvetic Assistance also processes personal data in connection with product optimisation and for its own marketing purposes.

Helvetic Assistance retains data electronically or physically in accordance with the statutory provisions.

Pursuant to the FADP, people whose personal data is processed by Helvetic Assistance have the right to request information as to whether Helvetic Assistance processes their data and what data of theirs it processes; they are further entitled to request the rectification of incorrect data.

### **Contact address for complaints**

Helvetic Assistance GmbH  
Industriestrasse 12  
CH-8305 Dietlikon

# Insurance Policy Terms and Conditions (T&C)

The insurance coverage from Helvetic Assistance GmbH, hereinafter referred to as Helvetic Assistance, is defined by the following Insurance Policy Terms and Conditions (T&C).

## A General

### 1 Insured persons

The person(s) insured is/are listed in the insurance policy with permanent residence abroad, provided they booked their trip in Switzerland.

### 2 Duration of the insurance

The insurance coverage for the cancellation costs insurance begins on the day the booking is made and ends when the policyholder starts the trip. The insurance coverage for service provider insolvency begins on the day the booking is made and ends when the policyholder finishes the trip. All other insurance benefits begin when the trip starts and end when it finishes. Insurance cover begins on starting the trip and lasts for a maximum of 4 months.

### 3 Territorial validity

The insurance coverage is valid worldwide throughout the duration of the insurance.

### 4 Breach of obligations

If the eligible person neglects their obligations, Helvetic Assistance has a right to refuse or reduce benefits.

### 5 Definitions

#### 5.1 Persons close to the insured

Persons close to the insured include:

- Family members (married or common law partners as well as their parents, children, relatives in a direct line, siblings, first cousins, first aunts and uncles)
- Persons caring for either underage children not travelling or care-dependent relatives
- Very close friends with whom there is intense contact

#### 5.2 Travel companies

"Travel companies" (travel agents, airlines, car rental companies, hotels, organisers of courses, etc.) refers to all companies that provide travel services for the insured person on the basis of a contract with them.

#### 5.3 Public transportation

Public transportation is deemed to be any means of transportation that runs regularly on the basis of a timetable and where a ticket must be bought to use the service. Taxis and rental cars are not deemed to be public transportation.

#### 5.4 Breakdown

A breakdown is any sudden and unforeseeable failure of the vehicle as a result of an electrical or mechanical defect, which makes it impossible to continue the journey or, as a result of which, it is no longer legally permissible to continue a journey. The following are also considered to be breakdowns: Tyre faults, fuel shortages, vehicle keys locked in the vehicle or flat batteries. Loss of or damage to the vehicle keys or filling up with the wrong kind of fuel are not considered to be breakdowns and are not insured.

#### 5.5 Personal accident

An accident is deemed to be the sudden, unintentional and damaging effect of an extraordinary external factor on the human body.

#### 5.6 Motor vehicle accident

An accident is deemed to be damage to the insured motor vehicle as a result of a sudden and violent event occurring externally, which renders it impossible to continue a journey or means continuation of the journey is no longer legally permissible. This includes, in particular, events involving collisions, prangs, overturning, crashes and sinking.

#### 5.7 Serious illness/serious consequences of an accident

Illnesses or consequences of an accident are considered to be serious if they result in a temporary or unlimited incapacity for work or a forced inability to travel.

### 6 Multiple insurance and claims against third parties

6.1 With (voluntary or compulsory) multiple insurance, Helvetic Assistance provides its benefits as a subsidiary, subject to an identical clause in the other insurance contract. In such cases, the legal provisions of double insurance are applied.

6.2 If an insured person has a claim under another (voluntary or compulsory) insurance contract, the cover is limited to the portion of the Helvetic Assistance benefits that exceed those of the other insurance contract. The costs will only be reimbursed one time overall.

6.3 If Helvetic Assistance provides benefits in spite of an existing circumstance of subsidiarity, then these are considered to be an advance payment, and the insured person or beneficiary cedes his or her entitlements from third parties (voluntary or compulsory insurance) to Helvetic Assistance to this extent.

6.4 If the insured or eligible person has received compensation from a liable third party or its insurer, then payment will no longer be made under this contract. If Helvetic Assistance is prosecuted in place of the liable party, then the insured or eligible person must relinquish his or her liability claims up to the amount of compensation received from Helvetic Assistance.

### 7 Prescription

All claims under the insurance contract are subject to a prescription period of two years after the occurrence of the event for which there is an obligation to pay benefits.

### 8 Legal venue and applicable law

8.1 Lawsuits against Helvetic Assistance can be filed at the court, at the company's registered place of business.

8.2 In addition to these provisions, the Swiss federal law on insurance contracts (LIC) also applies.

### 9 Contact address

Helvetic Assistance GmbH, Industriestrasse 12, CH-8305 Dietlikon, [info@helvetic-assistance.ch](mailto:info@helvetic-assistance.ch), online claims reporting [www.helvetic-assistance.ch/claim](http://www.helvetic-assistance.ch/claim)

## **B Cancellation costs**

### **1 Insurance benefits**

- 1.1 Cancellation costs  
If the insured person cancels the contract with the travel company because of an insured event, Helvetic Assistance will pay the cancellation costs required by the contract up to the agreed sum insured. No compensation will be paid for costs, fees or reductions in credit in relation to the loss or expiration of air miles, prizes or other usage rights (time-sharing, etc.).
- 1.2 Delayed commencement of travel  
If the insured person starts the trip late because of an insured event, Helvetic Assistance will cover the following, in place of cancellation costs (up to a maximum of the cost of cancellation):
- The additional travel costs incurred in connection with the delayed start of the trip
  - The costs of the unused part of the trip, proportionate to the insured arrangement price (without transport costs). The day of arrival is deemed to be the arrangement day used.
- 1.3 Expenditure for disproportionate or repeated processing fees and for insurance premiums are not reimbursed.

### **2 Insured events**

- 2.1 Illness, accident, death, pregnancy
- 2.1.1 Serious illness, serious accident, pregnancy complications or death suffered by one of the following persons, where the event concerned took place after the time of booking or conclusion of an insurance policy:
- the insured person
  - an accompanying traveller booked simultaneously
  - a person close to the insured person or accompanying traveller
  - the deputy at the workplace
- 2.1.2 In the case of chronic illness, insurance coverage only applies if the trip must be cancelled due to an unexpected and acute deterioration of the condition as certified by a doctor. This applies on the condition that at the time the trip is booked or the insurance contract concluded, the state of health must be demonstrably stable and the person fit to travel.
- 2.1.3 In the case of pregnancy, the insurance coverage only applies if the pregnancy occurred after the trip was booked or the insurance contract concluded and the date of return travel is beyond the 24th week of pregnancy, or if the pregnancy occurred after the trip was booked or the insurance contract concluded and a vaccination required for the destination presents a risk to the unborn child.
- 2.2 Damage to property at the place of residence  
If the insured person's property at his or her permanent place of residence is seriously damaged as a result of theft, fire or damage caused by natural forces and the person therefore needs to be present at the home.
- 2.3 Delay or failure of the means of transport en route to the destination  
If the insured person is unable to begin the booked trip due to delay or failure of the means of public transport used for travel to the point of departure as foreseen in the trip arrangements.
- 2.4 Failure of vehicle en route  
If, during the direct journey to the point of departure as foreseen in the trip arrangements, the private vehicle or taxi used becomes unroadworthy due to an accident or breakdown. Failures of keys or fuel are not insured.
- 2.5 Strikes  
If strikes (excluding strikes within the travel company and/or its service providers) render it impossible to make the journey.
- 2.6 Hazards at the travel destination  
If the insured person is not able to take the trip or the holiday due to natural disasters (e.g. earthquake, storm, tsunami or hurricane, or volcanic eruption), quarantine, epidemic, radiation, warlike events, revolution, rebellion, civil unrest, uprising or terrorist attacks, as confirmed by an official body (e.g. the Federal Department of Foreign Affairs).
- 2.7 Unemployment/unexpected start of employment  
If the insured person unexpectedly starts a new job within the last 30 days before departure and/or if the unexpected start of employment falls within the period of travel, or if the insured person receives notice of termination of his or her employment relationship through no fault of their own.
- 2.8 Official summons  
If the insured person unexpectedly receives a summons to appear as a witness or as a juror in a court. The court dates must fall within the period of travel.
- 2.9 Theft of passport or identity card  
If the insured person's passport or identity card is stolen immediately before departure, rendering it impossible for them to take the trip.
- 2.10 Pets  
If the pet of the insured person cannot be housed with the planned care person prior to the commencement of the trip due to the care person suffering an accident, illness or death, and if the pet needs to be housed in an animal boarding facility as a result, Helvetic Assistance will pay up to CHF 1,000.00 per event.
- 2.11 Event tickets  
If the insured person is unable to use a previously bought ticket for an event because he or she has had an accident, fallen ill or died, and if cancellation is not possible, Helvetic Assistance will cover the costs of the ticket up to CHF 1,000.00.00.

### **3 Events and benefits not insured**

- 3.1 If an event has already occurred upon conclusion of the contract, booking of the trip or commencement of the booked service, or the occurrence of such an event was foreseeable to the insured person upon conclusion of the contract, booking of the trip or commencement of the booked service, he or she will have no entitlement to benefits.
- 3.2 Events not insured include those the insured person has brought about in the following ways:
- Abuse of alcohol, drugs or pharmaceuticals
  - Suicide or attempted suicide
  - Participation in strikes or unrest
  - Participation in racing or training with motor vehicles or boats
  - Participation in risky activities in which the policyholder knowingly exposes him or herself to risk
  - Grossly negligent or wilful action/inaction
  - Involvement or attempted involvement in illegal or criminal activities
- 3.3 Also not insured are any activities connected to an insured event, for example, replacement costs for the insured items, or for police purposes.
- 3.4 Also not insured are the consequences of events involving decisions made by the authorities, such as the confiscation of assets, arrest or travel bans, or closure of airspace.
- 3.5 If the person providing an expert opinion (experts, doctors, etc.) is a direct beneficiary or is related either directly or through marriage to the insured person.
- 3.6 Poor recovery  
If an illness or the consequences of an accident, an operation or a medical intervention has already occurred before the time of booking or conclusion of a contract, and the person has not recovered from this by the date of travel. If the consequences of an operation/medical intervention that was already planned at the time of booking or conclusion of a contract but only carried out afterwards have not healed sufficiently by the date of travel.
- 3.7 Orders from the authorities  
If orders from the authorities make it impossible for the insured person to take the trip as planned.

#### **4 Obligations in case of a claim**

- 4.1 The insured person undertakes to do all they to help minimise and clarify the damage involved.
- 4.2 The insured person undertakes to fully comply with the obligations set out in the contract or in law with regard to reporting, providing information, or general conduct (including immediate notification of the insured event using the contact address stated in T&C A 9).
- 4.3 If the damage occurs due to an illness or injury, the insured person must ensure that the doctor treating them has been exempted from their obligation to maintain confidentiality towards Helvetic Assistance.
- 4.4 If the insured person is also able to claim benefits that Helvetic Assistance has provided from a third party, then these entitlements must be declared and passed on to Helvetic Assistance.
- 4.5 In order to be able to claim the benefits from Helvetic Assistance, the insured or eligible person must cancel the booked trip with the agent as soon as the insured event occurs and then report the claim to Helvetic Assistance online (see T&C A 9). The following documents must be included with the online claim report:
  - Proof of insurance or insurance policy
  - Calculation of cancellation costs
  - Booking confirmation
  - Documents and/or official certificates proving the damage (e.g. detailed doctor's certificate stating diagnosis, a certificate from the employer, a police report, etc.)

### **C Assistance**

#### **1 Sum insured**

The sum insured is unlimited.

#### **2 Insured events and benefits**

In order to be able to claim benefits from Helvetic Assistance, the insured or eligible person must inform the Helvetic Assistance emergency call centre immediately following the occurrence of the insured event and obtain their authorisation for any assistance measures as well as for payment thereof. The Helvetic Assistance emergency call centre is open around the clock (conversations with the call centre are recorded).

**Phone no. +41 44 563 62 63**

In the case of medical benefits, it is only the doctors of Helvetic Assistance who may decide on the type and scheduling of the measure.

##### **2.1 Assistance benefits**

##### **2.1.1 Transfer to the nearest suitable hospital**

If the insured person becomes seriously ill or is severely injured during the trip, or if a doctor certifies that a chronic condition has deteriorated unexpectedly, then Helvetic Assistance will organise and pay for transfer to the nearest hospital able to provide treatment based on corresponding medical results.

##### **2.1.2 Medically supervised repatriation to a hospital at the place of residence**

If medically necessary, Helvetic Assistance will organise and pay for medically supervised repatriation to a hospital able to provide treatment in the insured person's place of residence, under the same conditions as under T&C C 2.1.1.

##### **2.1.3 Repatriation to the place of residence without medical supervision**

Helvetic Assistance will organise and pay for repatriation without medical supervision by healthcare personnel to the insured person's place of residence based on corresponding medical findings and in accordance with the conditions set out in T&C C 2.1.1.

##### **2.1.4 Return travel due to interruption of a trip by a travel companion or a family member**

If a travel companion, a person close to the insured person or a family member also travelling has to be repatriated or the trip must be interrupted for another insured reason, Helvetic Assistance will organise and pay for the additional costs of the extra return journey (first-class train ticket, economy-class flight ticket) for the insured person and for the insured family member.

##### **2.1.5 Care of underage children also travelling**

If both parents or the only parent taking the trip must be repatriated to their place of residence, Helvetic Assistance will also organise the care of underage children having to continue the trip or travel home alone, and will pay the costs of travel to and from the relevant destination for the carer (first-class train ticket, economy-class flight ticket).

##### **2.1.6 Premature return travel due to illness, accident or death of a person close to the insured person but not travelling, or of their deputy in the workplace.**

If a person close to the insured person but not travelling or the insured person's deputy in the workplace suffers a serious illness, a serious accident or death, then Helvetic Assistance will organise and pay for the additional costs of the extra return journey (first-class train ticket, economy-class flight ticket) for the insured person to their permanent place of residence.

##### **2.1.7 Premature return travel for other important reasons**

If the property of an insured person at their place of residence is seriously damaged as a result of theft, fire, water or damage caused by natural forces, then Helvetic Assistance will organise and pay for the additional costs of the extra return journey (first-class train ticket, economy-class flight ticket) for the insured person to their place of residence.

##### **2.1.8 Temporary return trip home**

Helvetic Assistance will organise and pay for a temporary return trip home (travel to and from the place of residence) for the insured person for the same reasons as under T&C C 2.1.6 and C 2.1.7 (first-class train ticket, economy-class flight ticket). The expenditure for the unused part of the trip will not be refunded.

##### **2.1.9 Repatriation in case of death**

If an insured person dies, then Helvetic Assistance will cover the costs of cremation outside of their country of residence or the additional costs for the fulfilment of the International Agreement on the Transfer of Corpses (minimum requirements such as zinc coffin or lining) as well as transportation of the coffin or the urn to the last place of residence of the insured person. Disposal of the zinc coffin is also covered.

##### **2.1.10 Return travel due to civil unrest, terrorist attacks, natural disasters or strikes**

If a strike, damage caused by natural events, fire, earthquake, volcanic eruption, quarantine, epidemic, radiation, warlike events, revolution, rebellion, civil unrest or uprising in the travel destination demonstrably prevents continuation of the trip or presents a specific danger to the life and property of the insured person, then Helvetic Assistance will organise and pay for the additional costs of the extra return journey (first-class train ticket, economy-class flight ticket).

##### **2.1.11 Return journey due to failure of the means of public transport as a result of a breakdown or an accident**

If the means of public transport booked or used for the journey fails as a result of breakdown or an accident and it thus becomes impossible to continue the trip as planned, Helvetic Assistance will organise and pay for the extra return journey or the delayed onward journey of the insured person. Delays or detours in the means of transport booked or used are not considered failures.

##### **2.1.12 Consequences of document theft**

In the case of theft of personal documents (passport, identity card, driving licence and accommodation voucher), which make it temporarily impossible for the insured person to continue the trip or return to his or her place of residence, then Helvetic Assistance will cover the additional costs of the stay (hotel, transport costs locally, additional costs of the return journey), provided that the relevant police authorities are notified immediately, up to a maximum of CHF 2,000.00 per event.

##### **2.2 Visitor trip**

If the insured person must be hospitalised abroad for more than seven days, Helvetic Assistance will organise and pay for a trip for up to two persons close to the insured person to visit them in hospital (first-class train ticket, economy-class flight ticket, mid-range hotel) up to a maximum of CHF 5,000.00.

##### **2.3 Helvetic Assistance services**

##### **2.3.1 Cost advance to a hospital**

If the insured person must be hospitalised outside of their country of residence, Helvetic Assistance will provide an advance of CHF 5,000.00 for the hospital costs where necessary. The advance amount must be paid back to Helvetic Assistance within 30 days of release from the hospital.

##### **2.3.2 Travel helpline**

The travel helpline is available to the insured person without limitation throughout the entire duration of the insurance. The insured person receives support over the phone around the clock for all matters both before and after the trip (e.g. travel notifications at the destination, medical advice, credit card blocking service, workman service, mobile phone blocking service, interpreting service, etc.).

- 2.4 Refund of costs
- 2.4.1 Refund of expenditure for the unused part of the trip  
If an insured person must interrupt the trip prematurely due to an insured event, the costs for the unused part of the trip will be refunded to them by Helvetic Assistance proportionately according to the price of the insured arrangements. The compensation is limited to the amount stated in the confirmation of insurance. If the confirmation of insurance does not state any specific amount, the compensation is limited to the amount of the insured cancellation costs. There will be no refund for the cost of the originally booked trip home or for the unused, originally booked accommodation if Helvetic Assistance is covering the costs of the replacement accommodation.
- 2.4.2 Unforeseen expenditure for repatriation, an extra journey home, interruption of travel or delayed travel home  
If unforeseen expenditure arises in connection with an insured event (taxi, phone costs, etc.), then Helvetic Assistance will cover these additional costs up to a total of CHF 750.00 per person.
- 2.4.3 Additional costs for accommodation and meals (hospital costs and costs for medical treatment are not covered)  
Maximum of CHF 1,000.00 per insured person if an accident or illness means the insured person must add an unforeseen stay, extend their stay or move to accommodation better suited for their care.
- 2.4.4 Snowfall, risk of avalanche, landslide  
If the insured person cannot commence the return journey as planned as a result of snowfall, risk of avalanche or landslide due to the selected holiday location being cut off from the outside world. Additional accommodation and meal costs (hospital costs and costs of medical treatment are not covered), maximum CHF 1,000.00 per insured person for an unforeseen stay.
- 2.4.5 Loss of medication  
If the life-saving medication of an insured person is destroyed, stolen or lost. Repayable advance on costs if abroad, a maximum of CHF 1,000.00 per insured person for essential medication.
- 2.4.6 Search and rescue costs  
If the insured person goes missing during the trip abroad or has to be physically rescued in an emergency situation, then Helvetic Assistance will pay the necessary search and rescue costs up to a maximum of CHF 30,000.00 per event.
- 2.4.7 Vehicle return  
The costs for the return of the vehicle by a driver to the permanent residence of the insured person, if no other accompanying traveller is able to return the roadworthy vehicle.
- 2.4.8 Informing relatives  
If measures are taken by Helvetic Assistance, it will notify the relatives at the request and on the instructions of the insured person.
- 2.4.9 Interpreting costs  
Helvetic Assistance will pay up to CHF 500.00 for interpreting costs for events abroad.

### 3 Events and benefits not insured

- 3.1 No authorisation from the Helvetic Assistance emergency call centre  
If the Helvetic Assistance emergency call centre has not given prior authorisation for the benefits.
- 3.2 The costs for in-patient or out-patient treatments are not covered by Helvetic Assistance.
- 3.3 Costs for loss of income and other financial losses

### 4 Obligations in case of a claim

- 4.1 In order to be able to claim benefits from Helvetic Assistance, the insured or eligible person must inform Helvetic Assistance immediately following the occurrence of the insured event and obtain their agreement to any assistance measures or the payment thereof (see T&C C 2).
- 4.2 In case of a claim, Helvetic Assistance must be provided with hard copies of the following documents (online claim notification) for the insured event, to be sent to the address listed in T&C A 9:
- Proof of insurance or insurance policy
  - Original booking confirmation
  - Documents and/or official certificates proving the occurrence of the damage (e.g. detailed medical certificate with diagnosis)
  - Original receipts for unforeseen expenditure/additional costs

## D Health insurance abroad

### 1 Insured persons

The insured persons according to T&C A 1.

### 2 Sum insured

The sum insured is CHF 100,000 per event.

### 3 Temporal and territorial validity

- 3.1 The insurance is valid for trips all over the world, with the exception the state in which the insured person is domiciled.
- 3.2 The costs of medical and hospital treatment are covered abroad up to 90 days beyond the agreed duration of the insurance where the illness or the accident took place during the insured period.
- 3.3 After expiration of this insurance coverage, the health insurance for abroad can be renewed following a waiting period of four weeks. If it becomes clear, in case of a claim, that this deadline was not adhered to, then there will be no cover.

### 4 Insured events and benefits

Helvetic Assistance provides the benefits by way of an additional insurance to the legal social insurances (health insurance, accident insurance, etc.) and to any supplementary insurances for emergency stays in hospital and emergency out-patient treatment costs, where these do not provide complete coverage.

- 4.1 In the case of an accident or illness for which emergency treatment is required, Helvetic Assistance will cover the emergency costs of the medical benefits listed below in the country in which the insured person is staying, provided the emergency treatment is ordered by a registered doctor or dentist, or a person with a corresponding authorisation to practice:
- Treatment measures including medication
  - Hospitalisation
  - Treatment by a state-certified chiropractor
  - Rental of medical aids
  - In case of accident, initial procurement of prostheses, glasses, hearing aids, etc.
  - Repair or replacement of medical aids, where these are damaged in an accident requiring medical intervention
  - Transport to the nearest hospital able to provide treatment
  - Dental treatments as a result of an accident up to a maximum of CHF 3,000.00.
- 4.2 Provided the doctors at Helvetic Assistance have given their prior express authorisation, Helvetic Assistance will cover the emergency treatment costs for in-patient treatment in a private hospital ward too. Authorisation for treatment in a private ward must always be obtained from the Helvetic Assistance emergency call centre (conversation with the emergency call centre are recorded).
- Phone no. +41 44 563 62 63**  
The Helvetic Assistance emergency call centre can be reached around the clock.
- 4.3 Limitation and exclusion of benefits
- 4.3.1 In the absence of any statutory health, accident or supplemental insurance, Helvetic Assistance will cover expenses up to a maximum of CHF 100,000.
- 4.3.2 In case of an accident or illness, Helvetic Assistance will cover the emergency treatment costs in a private ward only up to the point from which, according solely to the opinion of the doctors at the Helvetic Assistance emergency call centre, it is possible for the insured person to return home or be repatriated.
- 4.3.3 Without the prior express agreement of the doctors at the Helvetic Assistance emergency call centre, there is no claim to benefits for coverage or a refund for treatment costs in a private ward.
- 4.3.4 Authorisation for treatment in the private ward according to T&C D 4.2 is given or refused by the doctors at the Helvetic Assistance emergency call centre according to their own judgement, taking into account the local medical conditions of the relevant country in which the insured person is

staying and weighing up the medical necessity and/or the reasonableness of the treatment to be carried out. Where the insured person does not obtain authorisation from the doctors of Helvetic Assistance or the doctors have expressly referred them to a general ward, but the insured person nevertheless chooses to be treated in a private ward, this will be their own responsibility and they will be expected to cover the costs.

## **5 Events and benefits not insured**

- 5.1 Accidents and illnesses that have already taken place upon conclusion of the contract and any consequences, complications, deterioration or relapse, particularly with regard to chronic and recurring illnesses, regardless of whether or not the insured person was already aware of them upon conclusion of the contract.
- 5.2 Diagnosis and treatment of dental and jaw diseases.
- 5.3 Diagnosis and treatment of fatigue and exhaustion, as well as anxiety or psychological disorders.
- 5.4 Diagnosis and treatment of cancers including check-ups.
- 5.5 gynaecological, paediatric or general check-ups (Check-up).
- 5.6 Prophylactic medications, sleeping tablets, tranquillisers, vitamins, homoeopathic remedies, immunisations, first-aid kits, amphetamines, hormones and cholesterol-reducing medications.
- 5.7 Pregnancy, abortion and birth as well as their complications and the consequences of contraceptive or abortive measures.
- 5.8 Accidents when driving a motor vehicle, for which the insured person does not meet the legal licensing requirements.
- 5.9 Accidents during execution of a manual profession.
- 5.10 Accidents during parachute jumps or when piloting aircraft or flying machines.
- 5.11 Massage and wellness treatments, as well as cosmetic surgery.
- 5.12 Accidents during military service.
- 5.13 Deductibles or excesses of the legal social insurances (health insurance, accident insurance, etc.) and any supplementary insurances are not covered.

## **6 Cost coverage**

- 6.1 Helvetic Assistance covers costs within the scope of this insurance and additionally as a supplement to the legal social insurances (health insurance, accident insurance, etc. and analogous insurances of the country in which the insured person has their main place of residence or their main health insurance) and any supplementary insurances for all in-patient stays in hospital. The insured person remains responsible for paying the service provider (doctor, etc.) for all out-patient treatments locally.
- 6.2 Coverage of the costs must always be requested from the Helvetic Assistance emergency call centre (conversations with the emergency call centre are recorded).  
**Phone no. +41 44 563 62 63**  
The Helvetic Assistance emergency call centre can be reached around the clock.

## **7 Obligations in case of a claim**

- 7.1 In order to be able to claim benefits from Helvetic Assistance, the insured or eligible person must report the insured event or the claim to Helvetic Assistance in writing. (Online claims reporting) of the insured event to the contact address stated in T&C A 9).  
The following documents must be submitted:
  - Proof of insurance or insurance policy
  - Statement/decision of the statutory social insurance (health insurance, accident insurance) and any supplementary insurance
  - Doctor's report/detailed doctor's certificate with diagnosis
  - Bill(s) for doctor's and/or hospital costs as well as pharmaceuticals (including the relevant prescriptions) as originals
- 7.2 The insured person must be willing to undergo a medical examination by the company's medical consultant at any time, where requested by Helvetic Assistance.

## **E Exclusion of rental car deductible with liability**

### **1. General provisions**

- 1.1. Scope of insurance  
The insurance covers a vehicle rented by the policyholder. The insurance coverage is valid worldwide throughout the duration of the rental according to the confirmation of booking or reservation.
- 1.1.1 Insured persons  
The insurance covers those persons listed in the policy or in the booking confirmation/statement of arrangement.
- 1.1.2 Insured vehicles  
Coverage extends to any passenger cars, motorhomes, camper vans, or motorcycles the insured person has rented which are legally permitted on the roads (this list is conclusive).
- 1.2. Events and benefits not insured
  - Damages linked to a breach of contract with the car rental company.
  - Damages that arise as a result of operating a motor vehicle without holding a legal driver's licence or if the accompanying person required by law is not present.
  - Damages the driver of the vehicle caused when intoxicated (exceeding the legal drink-drive limit of the relevant country) or under the influence of drugs or pharmaceuticals.
  - Damages that arise as a result of deliberate or grossly negligent action or inaction or which are attributable to a failure to observe the generally accepted due diligence obligation.
  - Damages that occur in places that are not public roads or occur on unofficial roads or racetracks.
  - Damages that occur during participation in races, rallies or training for such.
  - Damages that occur when a crime or offence is deliberately carried out or attempted.
- 1.3. Obligations in case of a claim  
The following approach must be adhered to locally: The insured person must
  - do all they can both before and after the claim has been made to help avoid, minimise and clarify the damage;
  - notify the car rental firm immediately in case of a claim;
  - where other road-users are involved in an accident, inform the local police immediately and request an official investigation or a report on the incident (police report, accident report);
  - have the rental company complete a damage report locally upon the return of the rental vehicle;
  - settle any deductible independently directly in situ.In order to be able to claim benefits from Helvetic Assistance, the insured or eligible person must report the insured event or the claim to Helvetic Assistance in writing (online reporting of the insured event to the contact address stated in T&C A 9).  
The following documents must be submitted:
  - Proof of payment of the deposit (receipt from the rental company or credit card statement)
  - Copy of the final statement from the rental company
  - Statement in which payment of the invoiced deductible is evident
  - Copy of the insurance policy

## **2. Exclusion of deductible**

### **2.1. Insured events**

Insured events include the damages to the rental vehicle covered by an existing all-risks or theft insurance (excluding inventory).

### **2.2. Insured benefits**

2.2.1 Upon the occurrence of the insured event, Helvetic Assistance will cover the deductible charged by the rental company or another insurance company. If the insured damages do not reach the level of the deductible, Helvetic Assistance will cover the damages where this involves an insured event.

2.2.2 The level of the insurance benefits is based on the relevant deductible, but is limited to a maximum of CHF 10,000.00 per rental contract.

### **2.3. Events and benefits not insured**

- If the all-risks or theft insurance rejects the damages;
- For damages for which the paying insurance company does not factor in a deductible;
- For property damage to oil sump and tyres;
- For damages resulting from loss or damage to the car keys.

## **3. Liability supplement**

### **3.1. Scope of insurance**

Where the sum insured for the motor vehicle liability insurance of the rental vehicle is lower than CHF 5 million, Helvetic Assistance offers insurance coverage for damages that are insured through the liability insurance for the rental vehicle but exceed the sum insured for that policy. Here, the insurance coverage is limited to the proportion of the damage that exceeds the sum insured of the motor vehicle liability insurance of the rental vehicle.

### **3.2. Insured liability**

The scope of this insurance also covers the legal liability of the insured person as driver of the rental vehicle described in T&C E 1.1 following

- Death, injury or other damage to the health of individuals (bodily injury);
- Destruction, damage or loss of goods (property damage). Death, injury or other damage to health as well as the loss of animals are on a par with property damage.

### **3.3. Insured benefits**

The benefits of Helvetic Assistance lie in the compensation of justified and the rejection of unjustified claims and are limited by the maximum sum insured of CHF 5 million; any interest on damages or costs of damage minimisation, expert or legal assistance or court fees and compensation of parties are limited to the maximum sum insured.

The benefits are subsidiary to those of other insurance companies that cover the damages. Benefits of the liability insurance of the rental vehicle are deducted from the benefits of this insurance.

### **3.4. Events and benefits not insured**

The insurance does not cover:

- Liability for damages that affect the insured person or their property;
- Liability for damage to property belonging to the spouse or registered partner of the insured person, his or her relatives either ascending or descending in the line, and of persons living in the same household as the insured person;
- Liability of persons who are not listed as insured persons in the insurance contract (e.g. of other people who make unauthorised use of the rental vehicle) and the liability of the insured person for damages caused by persons for whom he or she is responsible;
- Liability of persons for whom the use of the vehicle is forbidden by law or by official regulations, and damage on journeys that were not permitted by law, by the authorities or for any other reason;
- Liability arising from the use of vehicles for which no liability insurance has been concluded;
- Liability arising from the transportation of hazardous loads;
- Damages to the insured vehicle and damage to property attached to this vehicle or transported in it, as well as bodily injury to passengers;
- Damages, the occurrence of which could have been expected by the insured person with a high degree of probability;
- Financial losses that cannot be traced back to either an insured bodily injury or any insured property damage suffered by the injured party;
- Entitlements based on a contractually accepted liability that goes beyond the statutory provisions;
- Damage on journeys that an insured person carries out for remuneration;
- Liability for damaging events for which there is no insurance coverage through the motor vehicle liability insurance of the rental vehicle or for which reductions have been made to benefits by the motor vehicle liability insurer, or for the reimbursement of a deductible on the liability insurance of the rental vehicle.
- Also excluded are recourse and compensation claims under the insurances concluded for the rental vehicle.

## **F Air passenger compensation**

### **1 Object and service provider**

Within the European Union (EU), EU regulation 261 applies. This relates to flight compensation for air passengers and applies to all EU states as well as Switzerland, Norway and Iceland. It governs the rights of air passengers to financial compensation in case of a delayed, cancelled or overbooked flight. This service is provided by: AirHelp Limited, 9B Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong, subsequently referred to as AirHelp.

### **2 Insured benefits**

In case of delay, cancellation or overbooking of the flight, the insured person can assert a claim against the airline online with Helvetic Assistance (for contact details see A9). From this point onwards, the claim will be dealt with by AirHelp and the terms of use of AirHelp will apply.

If AirHelp successfully asserts a claim against the airline according to EU regulation 261 on behalf of the insured person, payment will be made directly through AirHelp. Here, the policyholder will receive 100% of the amount received from the airline, and AirHelp's 25% service fee will be borne by Helvetic Assistance.

### **3 Obligations in case of a claim**

In order to be able to claim benefits from Helvetic Assistance, the insured and eligible person must report the insured event or the claim to Helvetic Assistance in writing (online claim reporting to the contact address stated in T&C A 9).

### **4 Uninsured events**

Helvetic Assistance will not be held liable for cases in which no benefits are paid out on the basis of the EU regulation.

## **G Service Provider Insolvency**

### **1 Special provision, scope of application, duration of validity**

The insurance is valid worldwide for all bookings on scheduled flights listed in an official flight schedule, as well as hotels, rental cars and other tourism-related services (subsequently referred to as service providers).

### **2 Insured events**

Helvetic Assistance provides insurance coverage if the insured person is unable to begin or continue the travel service booked due to insolvency of the service provider. Service provider insolvency is deemed to be the bankruptcy, filing of a balance sheet, insolvency or termination of operations for financial reasons, regardless of the duration of this circumstance.

### **3 Insured benefits**

- If an insured person is unable to begin their travel service, then Helvetic Assistance will take over the organisation and costs of rebooking with another service provider, up to the amount of the services originally booked and paid for with the bankrupt service provider, up to a maximum of CHF 2,000.00 per person.
- In case of a claim during the trip, Helvetic Assistance will take over the organisation and costs of rebooking with another service provider or the insured person's return/onward journey up to a maximum of CHF 2,000.00 per person.
- If several insured persons are affected by one and the same insured event, the compensation to be paid by Helvetic Assistance is limited to a maximum amount of CHF 1 million. If the claims exceed this amount then the benefits are distributed proportionally.



#### **4 Exclusion**

The following benefit is excluded:

- If the booking or travel service is still carried out following the initial announcement of the service provider's bankruptcy.

#### **5 Obligations in case of a claim**

In order to be able to claim benefits from Helvetic Assistance, the insured person must inform the Helvetic Assistance emergency call centre immediately following the occurrence of the insured event and obtain their authorisation for any assistance measures as well as for payment thereof. The Helvetic Assistance emergency call centre is open around the clock (conversations with the call centre are recorded).

**Phone no. +41 44 563 62 63**

The following documents must be submitted to Helvetic Assistance:

- Confirmation of booking/invoice for the booked trip and the invoices for the cancellation or rebooking costs (originals),
- Official confirmation of bankruptcy,
- Copy of the insurance policy.

#### **H 24/7 assistance (service)**

##### **1 Insured benefits**

Based on a call to the emergency call centre, Helvetic Assistance will organise various services where possible, such as the provision of traffic information, reservation of a restaurant, booking of a rental car and ordering of flowers. Helvetic Assistance will make the agreed reservation or order in the customer's name and supply his or her credit card details. Accounts are settled bilaterally between the customer and the company providing the service. The services required are carried out by a company selected by Helvetic Assistance. If this isn't possible, Helvetic Assistance will supply the insured person with the telephone number of the corresponding institution where possible.

##### **2 Costs**

The costs of the services claimed are charged to the customer on the basis of the relevant valid price list of the company chosen by Helvetic Assistance. All the reservations made by Helvetic Assistance are subject to the general terms and conditions of the company brought in by Helvetic Assistance. The insured person is directly responsible for settlement of all the procured services with the company appointed by Helvetic Assistance. The insured person is solely responsible for any cancellation or no-show fees arising as a result of reservations made in his or her name.

##### **3 Cautionary note**

Helvetic Assistance does not accept liability for:

- Financial losses resulting from delays or false information, nor for deficient services provided or faults in the items procured, whatever their nature.
- Financial losses arising because the corresponding institution cannot be reached.
- Non-fulfilment of the ordered service

##### **4 Approach for service provision**

To use services of the 24/7 assistance, the insured person should call the following number:

**Phone no. +41 44 563 62 63**