

## Helvetic Luggage: Customer Information and Insurance Policy Terms and Conditions

### Customer information pursuant to the Insurance Policies Act (IPA)

The following customer information gives a clear and concise overview of the identity of the insurer and the primary content of the insurance policy (Art. 3 of the Federal Act on Insurance Policies (IPA)). The Insurance Policy Terms and Conditions (T&C) solely govern the content and scope of rights and obligations under the insurance policy.

#### Who is the insurer?

The insurer is Helvetia Schweizerische Versicherungsgesellschaft AG, Dufourstrasse 40, 9000 St. Gallen.

#### Who is the service provider?

The service provider is Helvetic Assistance GmbH, Industriestrasse 12, 8305 Dietlikon.

#### Who is the policyholder?

The policyholder is the person designated as such on the insurance policy document.

#### What persons are insured?

For insurance policies with a term of less than one year (short-term policies), the persons stated on the insurance policy document are the insureds.

For insurance policies with a term of one year (full-year policies), it is stated in the insurance policy document whether insurance cover applies solely to the policyholder (an individual person) or to the policyholder and persons living in the policyholder's household as well as their minor children not living in the same household (family policy).

Without exception, the insured persons are as stated in the insurance policy document and as specified in the Insurance Policy Terms and Conditions (T&C).

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

The risks insured as part of the respective insurance policy and the scope and restrictions of the insurance cover arise from the insurance policy and the Insurance Policy Terms and Conditions. A summary description of the insurance components offered is provided below for easier orientation:

##### - Luggage

Compensation (up to the amount of the maximum sum insured stated on the insurance policy) for items taken along on a trip by the insured person for personal use or entrusted to a transport provider for transport which are stolen, damaged or destroyed during transport or which are lost or damaged by the transport provider. A lower insured sum applies regarding certain items, events and benefits. An excess of CHF 200.00 applies for each instance of theft.

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

Insurance cover under the luggage insurance policy begins upon commencement of travel and ends upon the conclusion of travel.

#### Duration and geographical scope of the insurance coverage

The insurance cover applies worldwide during the period of insurance.

#### What are the primary exclusions?

The following list contains only the primary exclusions from the insurance cover. Additional exclusions arise from the exclusion clauses ("Uninsured events and services") of the Terms and Conditions of Insurance and from the IPA.

- Fundamentally, there is no insurance cover for events that have already occurred at the time of conclusion of the policy or of booking or utilisation of the booked service; the same applies to events whose occurrence was foreseeable at the time of conclusion of the policy or of booking or utilisation of the booked service.
- In addition, there is no insurance cover for events such as abuse of alcohol, drugs or medications; suicide or attempted suicide; participation in strikes or unrest; participation in races and training sessions with motor vehicles or boats; participation in risky activities in which the person knowingly exposes himself/herself to danger; or grossly negligent or intentional actions/failure to act.
- The following are among the items/events not covered under the luggage insurance: computer hardware; mobile phones; navigation devices; software of any kind; valuables left in a vehicle; film, photo or video equipment; jewellery and furs for the duration of transport of these items by a public transport provider responsible for these items; eyeglasses (damage and destruction); damage resulting from breach of the general due care obligations of the insured person; the leaving or setting down of items for any period of time in a publicly accessible place not within the insured person's sphere of direct personal influence; items misplaced, lost or left behind.

#### What obligations do the insured persons have?

The list below states only the most commonly relevant obligations. Further obligations arise from the Insurance Policy Terms and Conditions and the IPA.

- To file a luggage insurance claim, the cause, circumstances and extent of an insured event must be confirmed in detail without delay (in case of theft or robbery, at the nearest police station; in case of damage caused by a transport provider, by the responsible third party or the travel/hotel manager; in case of loss or delayed delivery, by the responsible public transport provider). The loss/damage amount must be documented via original receipts.
- The insured person is required, without exception, to undertake all steps that may contribute to reducing and clarifying the damage or loss.
- If the person who is entitled to make claims breaches his/her obligations, Helvetic Assistance can refuse or reduce benefits.

#### What is the premium amount?

The premium amount depends on the insured risks and the agreed cover. The premium amount is specified upon booking and stated on 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  
8305 Dietlikon

## Insurance Policy Terms and Conditions (T&C)

The insurance cover provided by Helvetic Assistance GmbH, hereinafter referred to as Helvetic Assistance, is defined under the Insurance Policy Terms and Conditions outlined in the following.

### A General information

#### 1 Insured persons

The insured person(s) is/are as stated on the insurance policy.

#### 2 Period of insurance

Insurance cover under the luggage insurance policy begins upon commencement of travel and ends upon the conclusion of travel.

#### 3 Geographical scope

The insurance cover applies worldwide during the period of insurance.

#### 4 Breach of obligations

If the person who is entitled to make claims breaches his/her obligations, Helvetic Assistance can refuse or reduce benefits.

#### 5 Definitions

##### 5.1 Closely connected persons

Closely connected persons are

- relatives (spouse, registered partner or cohabiting partner and their parents and children, relatives in the ascending or descending line, siblings, first cousins, first-degree aunts and uncles)
- caregivers of minor children or care-dependent relatives not travelling on the trip
- very close friends with whom there is close contact

##### 5.2 Travel company

Travel company means all entities that provide travel services through a contract with and for the insured person (tour operators, travel agents, airlines, car hire companies, hotels, course organisers, etc.).

##### 5.3 Means of public transport

Public transport refers to transportation vehicles which operate regularly on the basis of a timetable and for whose use a ticket is purchased. Taxis and hire cars do not count as means of public transport.

##### 5.4 Breakdown

A breakdown means any sudden and unforeseeable failure of the vehicle as a consequence of an electrical or mechanical defect that makes a continuation of the journey impossible or due to which a continuation of the journey is no longer legally permissible. The following are treated as a breakdown: a tyre defect, lack of petrol, keys locked inside the vehicle or a flat battery. Loss of or damage to the vehicle key and tanking/using the wrong fuel are not deemed a breakdown and are not insured.

##### 5.5 Personal accident

The sudden, unintended damaging impact of an unusual external factor on the human body is deemed an accident.

##### 5.6 Motor vehicle accident

Damage to the insured motor vehicle that is caused by a sudden and violent exogenous event and that as a result makes continuation of the journey impossible or causes a continuation of the journey to no longer be legally permissible is deemed an accident. In particular, this includes damage as a result of impact, collision, overturning, and crashing, as well as from subsidence and sinking.

##### 5.7 Serious illness or accident-related injury

The consequences of illnesses and accidents are deemed serious if they result in temporary or indefinite incapacity to work or unavoidable inability to travel.

#### 6 Multiple insurance and claims against third parties

6.1 In the case of (voluntary or mandatory) multiple insurance, Helvetic Assistance shall provide its benefits as subsidiary benefits, subject to an identical clause in the other insurance policy. In such a case, the statutory rules on double insurance apply.

6.2 If an insured person has a claim arising from another (voluntary or mandatory) insurance policy, the cover is restricted to the part of Helvetic Assistance's benefits that exceeds the benefits of the other insurance policy. Costs are only reimbursed once in total.

6.3 If Helvetic Assistance provides benefits despite existing subsidiary status, these benefits are deemed an advance payment, and the insured person and/or beneficiary shall assign his/her claims against the third party (voluntary or mandatory insurance) in this amount to Helvetic Assistance.

6.4 If the insured person and/or person who is entitled to make claims is reimbursed by a liable third party or his/her insurer, no reimbursement will be made on the basis of this policy. If legal action is taken against Helvetic Assistance instead of against the liable party, the insured person or person who is entitled to make claims must transfer his/her liability claims up to the level of the reimbursement received from Helvetic Assistance.

#### 7 Time limitation

The receivables from the insurance policy become time-barred two years after the occurrence of the circumstance on which the obligation to provide the benefit is based.

#### 8 Place of jurisdiction and applicable law

8.1 Actions against Helvetic Assistance can be brought in court at the location of the registered office of the company or at the Swiss place of residence of the insured person or the person entitled to make claims.

8.2 In addition to these provisions, the Swiss Federal Act on Insurance Policies (IPA) applies.

#### 9 Contact address

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

### B Luggage

#### 1 Insured items

The insurance covers the insured person's luggage, including souvenirs purchased while travelling and all personal belongings owned by the insured person which are taken along on a trip or entrusted to a transport provider for transport.

#### 2 Geographical scope

The insurance is valid worldwide. Cover is excluded at the insured person's regular place of residence.

#### 3 Sum insured

The sum insured is stated on the insurance policy.

#### **4 Insured events and services**

- 4.1 In case of theft, robbery (i.e. theft under threat or use of force against the insured person), damage or destruction, loss or damage during transport by a public transport provider or delayed delivery by a public transport provider, the following benefits are payable per claim incident with due regard to the agreed sum insured:
- 4.1.1 In case of total destruction or loss, the fair value of the insured item is covered.
- 4.1.2 In case of partial damage, the cost of repairing the damaged item/s is covered, up to fair value.
- 4.1.3 Fair value shall be the original purchase price less 10% depreciation in the year following the date of purchase and less 20% for every year thereafter, down to maximum depreciation of 50%.
- 4.1.4 For film, as well as data, image and/or audio carriers/media, the claims value is the material value.
- 4.1.5 In case of delayed delivery by a public transport provider, the claim amount payable for absolutely necessary purchase and leasing expenditures is capped at 20% of the contractual sum insured.
- 4.1.6 For personal IDs, vehicle papers and keys, only the cost of their replacement is covered.
- 4.1.7 Bicycle scratching and scraping damage is covered up to a maximum of CHF 200.00.
- 4.1.8 The maximum cover for travel souvenirs is CHF 300.00.
- 4.2 In case of robbery of items of monetary value, the maximum cover is CHF 1,000.00; in case of theft of tickets (rail, flight tickets, etc.), the maximum cover is CHF 2,000.00.
- 4.3 Musical instruments, sports equipment, bicycles, prams and inflatable/collapsible boats are only insured during transport by a public transport provider.
- 4.4 For valuables such as furs, jewellery, watches made with or of precious metals, watches of above-average price, photo, film, video and sound equipment and their respective accessories are covered in total at a max. 50% of the agreed sum insured.
- 4.5 The insured person bears an excess of CHF 200.00 for each loss claim for theft.

#### **5 Uninsured items**

- Motor vehicles, ships, surfboards, aircraft and their respective accessories
- Valuables covered under separate insurance
- Securities, deeds, business documents, travel tickets and vouchers, cash, credit cards, customer cards and stamps (regarding exceptions see T&C, B 4.2)
- Computer hardware (PCs, laptops, projectors, accessories, handheld computers, etc.), mobile phones, navigation devices, software of any kind
- Valuables left in a vehicle (locked or unlocked)
- Items left behind on top of a vehicle or, at night (22:00–06:00) in or on top of a vehicle in which the policyholder is not spending the night
- Precious metals, loose gemstones and pearls, stamps, merchandise, samples, valuable art objects, items with collectors' value, professional tools
- Film, photo and video equipment, jewellery and furs during transport by a public transport provider which bears responsibility for these
- Damage and destruction of eyeglasses
- Hearing aids, hearing aid accessories
- Theft, loss and destruction of items with monetary value

#### **6 Uninsured events**

- Damage/losses are not insured which result from
- breach of general due care obligations by the insured person
  - misplacing, losing or leaving behind items
  - leaving or setting down of items for any period of time in a publicly accessible place not within the insured person's sphere of direct personal influence
  - any storing of valuables in a manner inappropriate in view of their value (see T&C, B 7)
  - pearls or gemstones falling out of their setting
  - temperature or weather-exposure effects, wear and tear
  - damage/losses caused directly or indirectly by rioting, looting, official orders or strikes.

#### **7 Travel conduct requirements**

Valuables such as furs, jewellery, watches made with or of precious metals, gemstones, pearls, laptops and photo, film, video and sound equipment and related accessories must be kept in a locked container or area (suitcase, closet, safe, etc.) in a locked room that is not publicly accessible when such are not being worn or used. The method of storage must in all cases be appropriate in view of the value of the item.

#### **8 Obligations in the event of loss/damage**

- 8.1 The insured person must obtain detailed confirmation without delay of the cause, circumstances and extent of the event, as follows:
- in case of theft or robbery, from the police station nearest to the scene of the crime
  - in case of damage by a transport provider, from the responsible third party or from the travel/hotel management
  - in case of loss or delayed delivery, from the public transport provider responsible
- 8.2 If loss or damage occurring during transport by a public transport provider is only discovered after delivery, a written complaint must be filed with the relevant transport provider and confirmation thereof obtained within two working days.
- 8.3 The loss/damage amount must be documented via original receipts. If this is not possible, Helvetic Assistance is entitled to reduce benefits or reject the claim.
- 8.4 Damaged items are to be kept available until final settlement of the claim by Helvetic Assistance, and must be sent in for claims adjustment at the policyholder's expense upon demand by Helvetic Assistance.
- 8.5 To claim benefits under a Helvetic Assistance policy, the insured person or person entitled to make claims must notify Helvetic Assistance of the loss online (see T&C, A 9). The following documents are to be attached to the online claims notification:
- Proof of insurance or insurance policy
  - Original booking confirmation (flight/rail ticket)
  - Damage confirmation from the transport firm
  - Police report in case of theft
  - Confirmation from the transport provider of definitive loss of luggage with compensation letter
  - Original purchase receipt, or warranty certificate if unavailable; in case of damage, the repair invoice or cost quote