

## Helvetic Rentals & Courses: 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. If the insurance policy has a term of one year (full-year policy), the insurance policy states whether insurance cover solely applies 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 various insurance components offered is provided below for easier orientation:

##### - Cancellation costs for rentals, courses, seminars and hotel reservations

Assumption of the cancellation costs owed by the insured person (up to a maximum of the sum insured set out in the insurance policy), if the insured person cannot start to use the booked service (holiday rental, hotel accommodation, course, seminar) and cancels due to serious illness or accident, death, pregnancy complications, serious material damage to property at home, delay and cancellation of the means of transport on the outward journey, dangers at the course, seminar or stay location (war, terrorist attacks, unrest, natural disasters), strikes, unemployment or starting a job unexpectedly. If the booked service is prematurely ended due to an insured event during the insurance term, the insured person receives pro-rata compensation for the portion of services not received.

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

Insurance cover for cancellation costs for rentals, courses, seminars and hotel reservations starts on the date of issuance of the insurance policy and ends at the conclusion of the rental, course, seminar or hotel stay – in no case later than three years from the date of conclusion of the insurance contract.

#### 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 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 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 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.
- With regard to cancellation costs for rentals, courses, seminars and hotel accommodation, there is, in particular, no insurance cover in the event of "poor recovery", including for illnesses or the consequences of an accident, an operation or a medical intervention which already existed at the time of the booking or the conclusion of the insurance policy and which have not healed by the start of the rental; the same applies to orders issued by public authorities.

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

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

- For cover to apply to cancellation costs for rentals, courses, seminar and hotel reservations, the booked rental must be cancelled with the booking agent immediately upon occurrence of the insured event and the claim must then be reported to Helvetic Assistance online, attaching the necessary documents (see Insurance Policy Terms and Conditions, B 4.5 – for contact address see Insurance Policy Terms and Conditions, A 9).
- In any case, the insured person is required to undertake all steps that may contribute to reducing and clarifying the damage or loss; in the event of damage/losses due to an injury or illness, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-a-vis Helvetic Assistance.
- If the person 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 of cancellation costs for rentals, courses, seminars and hotel reservations begins on the day of issuance of the insurance policy and ends at the conclusion of the rental period, course, seminar or hotel stay – in no case later than three years from the date of conclusion of the insurance contract.

#### 3 Geographical scope

The insurance cover applies worldwide during the period of insurance.

#### 4 Breach of obligations

If the person entitled to make claims breaches his/her responsibilities, Helvetic Assistance can refuse or reduce its 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 the use of which 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 or the tanking or use of 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 benefits as subsidiary benefits, subject to an identical clause in the other insurance policy. In such 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, 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 or person entitled to make claims is reimbursed by a liable third party or that party's insurer, no reimbursement will be made under 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 Cancellation costs for rentals, courses, seminars and hotel reservations

#### 1 Insurance benefits

##### 1.1 Cancellation costs

If the insured person cancels the contract with the provider (rental provider, hotel, course provider) due to an insured event, Helvetic Assistance pays the contractually owed cancellation costs up to the amount of the agreed sum insured. No reimbursement is made for costs, fees or balance reductions in connection with the loss or lapse of air miles, prize winnings or other usage rights (time-sharing etc.).

##### 1.2 Delayed utilisation

If the insured person is late in utilising the rental or hotel accommodation or attending the course or seminar due to an insured event, instead of the cancellation costs Helvetic Assistance shall bear costs as follows (up to the amount of costs due for cancellation):

- additional travel costs incurred in connection with delayed commencement of travel
- costs for the portion of the stay/service not utilised, as a percentage of the insured booking/reservation price (excluding transport costs). The arrival date is deemed as a used day of the arrangement.

##### 1.3 Premature abandonment

If the booked service is prematurely ended due to an insured event during the insurance term, the insured person receives pro-rata compensation for the portion of services not received (excluding travel costs). The date of departure is regarded as a used day of the rental, course, seminar or hotel reservation.

1.4 Expenses for disproportionate or recurrent administrative charges and for insurance premiums are not reimbursed.

## **2 Insured events**

- 2.1 Illness, accident, death, pregnancy
- 2.1.1 Serious illness, severe accident, pregnancy complications or death of one of the following persons, provided that the corresponding event occurs after the time of the booking and the time of conclusion of the insurance policy:
- the insured person
  - a simultaneously booked travelling companion
  - a person closely connected to the insured person or to the travelling companion (a "closely connected person")
  - the person deputising at the place of work
- 2.1.2 In the case of chronic illness, insurance cover only applies if the rental, course, seminar or hotel stay has to be cancelled due to an unexpected, acute worsening of a chronic condition, as certified by a doctor. The rule applies that it must be demonstrable that the insured was in a stable health condition at the time of booking or reservation and at the time of concluding the insurance contract.
- 2.1.3 Insurance cover shall only apply in case of pregnancy if the pregnancy occurred after the date of booking/reservation and the date of conclusion of the insurance policy and if the end date of the course, seminar, rental or hotel stay is past the 24th week of pregnancy, or if the pregnancy occurred after making the booking/reservation and after conclusion of the insurance policy and a vaccination that constitutes a risk to the unborn child is required for the course, seminar or stay location.
- 2.2 Damage to property at place of residence  
If the property of the insured person at his/her permanent place of residence is seriously damaged as a result of theft, fire or the elements and his/her presence at home is therefore essential.
- 2.3 Delay and cancellation of means of transport on the outward journey  
If utilisation of the booked rental, course, seminar or hotel stay is rendered impossible due to delay or cancellation of public transport used for the journey to the rental, course, seminar or hotel.
- 2.4 Vehicle failure on the outward journey  
If a private vehicle or taxi is used for the direct journey to the course, seminar or place of stay stated in the booking or reservation becomes unusable for transportation due to an accident or breakdown. Problems with keys and fuel are not insured.
- 2.5 Strikes  
If strike activity renders it impossible to attend the course/seminar or commence the stay (excluding strikes by the staff of the travel company or its service providers).
- 2.6 Risks/hazards at the rental, stay, course or seminar location  
If the insured person cannot utilise the rental, course, seminar or hotel stay as confirmed by an official body (e.g. the Federal Department of Foreign Affairs) due to a natural disaster (e.g. earthquake, tsunami, hurricane, volcanic eruption), quarantine, epidemic, radioactive radiation, warlike events, revolution, rebellion, internal unrest, uprising or terrorist attacks.
- 2.7 Unemployment and unexpected commencement of employment  
If the insured person unexpectedly starts a job within the 30 days immediately prior to or during the rental period, course, seminar or hotel stay, or if the insured person's employment is terminated through no fault of his/her own prior to commencement of the rental, course, seminar or hotel stay.
- 2.8 Official summons  
If the insured person unexpectedly receives a summons as a witness or for jury service in court. The court date must fall within the period of the rental, course, seminar or hotel stay.
- 2.9 Theft of passport or identity card  
If the insured person's passport or identity card is stolen immediately before departure and the journey is not possible as a result.  
Note: There are emergency passport offices at various airports.
- 2.10 Pets  
If the insured person's pet cannot be placed with the envisaged caregiver before the start of the rental, course, seminar or hotel stay because that caregiver has an accident, falls ill or dies, and the pet must therefore be placed in pet holiday boarding, Helvetic Assistance pays up to a maximum of CHF 1,000.00 per event.
- 2.11 Event tickets  
If the insured person cannot use an already purchased event ticket because he/she has an accident, falls ill or dies and cancellation is not possible, Helvetic Assistance assumes the ticket costs up to a maximum of CHF 1,000.00.

## **3 Events and services not insured**

- 3.1 Claim to benefits is excluded for an event which has already occurred prior to making the booking or reservation, or which the occurrence thereof was foreseeable to the insured person at the time of conclusion of the policy contract or at the time of booking/reservation.
- 3.2 Events that the insured person has brought about through any of the following are not insured:
- 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 policyholder knowingly exposes himself/herself to a risk
  - grossly negligent or intentional actions/failure to act
  - committing or attempting to commit crimes or offences
- 3.3 Activities that are connected with the insured event, e.g. costs for the replacement of the insured items or for police purposes, are not insured.
- 3.4 The consequences of events caused by official orders, e.g. confiscation of property, imprisonment or ban on leaving the country, closure of airspace.
- 3.5 If the assessor (expert, doctor, etc.) is a direct beneficiary of or is related by blood or marriage to the insured person.
- 3.6 Poor recovery  
If an illness or the consequences of an accident, an operation or a medical intervention already existed at the time of the booking or the conclusion of the insurance policy and have not healed by the start date of the rental, course, seminar or hotel stay. If the consequences of an operation/medical intervention that was already planned at the time of the booking and/or conclusion of the insurance policy but which was not carried out until afterwards has not healed by the start date of the rental, course, seminar or hotel stay.
- 3.7 Orders issued by public authorities  
If orders issued by a public authority make attendance or the stay impossible as planned.

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

- 4.1 The insured person is required to undertake all steps that may contribute to reducing and clarifying the damage or loss.
- 4.2 The insured person is obligated to comply fully with his or her contractual or legal reporting, information or conduct obligations (including filing immediate notification of the insured event at the contact address specified under A 9 of the T&C).
- 4.3 If the damage or loss has occurred due to an illness or injury, the insured person must ensure that the attending doctors are released from their duty of confidentiality vis-a-vis Helvetic Assistance.
- 4.4 If the insured person can also claim benefits that Helvetic Assistance has provided from a third party, the insured person must safeguard these claims and assign them to Helvetic Assistance.
- 4.5 To claim benefits under a Helvetic Assistance policy, the insured person or person entitled to make claims must first immediately cancel the booked rental with the rental provider, the booked stay with the hotel in question or the booked attendance with the course or seminar provider and then file the claim with Helvetic Assistance online (see Insurance Policy Terms and Conditions, A 9). The following documents are to be attached to the online claims notification:
- Proof of insurance or insurance policy
  - Cancellation cost invoice
  - Booking confirmation
  - Documents and/or official certificates that prove the occurrence of the damage/loss (e.g. detailed medical certificate with diagnosis, employer's certificate, police report, etc.)