

Helvetic Schengen: 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 TSM Insurance Company, Rue Jaquet-Droz 41, 2300 La Chaux-de-Fonds.

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?

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).

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:

- Medical expenses

Assumption of medical costs (up to the sum insured stated on the insurance policy) for emergency medical care in case of illness or an accident suffered by the insured person. An excess of CHF 200.00 applies per insured event.

- Assistance

Organising of necessary medical evacuation and of repatriation in case of death; assumption of costs thereby accruing. Insurance cover applies only to persons residing abroad who enter Switzerland or a Schengen state. Accruing search and rescue costs up to max. CHF 30,000.00.

When does the insurance begin and end?

Insurance cover starts on the date specified on the insurance policy. If a provisional date is recorded on the insurance policy, insurance cover begins on the date of official entry into Switzerland or a Schengen state. If a date is not stated, the date of issuance of the insurance policy shall apply as the insurance start date.

Duration and geographical scope of the insurance coverage

During the insurance period, insurance cover applies throughout Europe except for the insured person's country of residence.

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 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.
- Medical and assistance insurance does not cover, among other things, accidents or illnesses which have already occurred by the time of insurance contract conclusion, including the consequences, complications, worsening or relapse thereof, nor in particular chronic disease or recurring illnesses, irrespective of whether the insured person was aware thereof at the time of insurance contract conclusion.

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 Assistance cover, the Helvetic Assistance emergency call centre is to be informed immediately on the occurrence of the insured event and the call centre's approval is to be obtained for any assistance measures or for the assumption of assistance costs. The Helvetic Assistance emergency call centre is available around the clock (conversations with the emergency call centre are recorded): Phone +41 44 563 62 63.
- 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 policyholder is the person designated as such on the insurance policy document, as long as their permanent place of residence is neither in Switzerland nor in the Principality of Liechtenstein.

2 Period of insurance

2.1 Insurance cover applies during the agreed period of insurance stated on the insurance policy.

2.2 Insurance cover starts on the date specified on the insurance policy. If a provisional date is recorded on the insurance policy, insurance cover begins on the date of official entry into Switzerland or a Schengen state. If a date is not stated, the date of issuance of the insurance policy shall apply as the insurance start date.

2.3 Medical expense insurance only applies if concluded within five days of the date of entry into Switzerland or a Schengen state. If the person already has comparable insurance at the time of entry into Switzerland or a Schengen state, the medical expenses insurance shall only be valid if concluded within five days of the ending of the existing insurance policy already held. If the policy is concluded after that period, a physician's health certificate is required, which must be submitted to Helvetic Assistance along with any claim. The application filer bears the costs for obtaining this health certificate. If in such case the start date of the insurance cover is not stated on the certificate for insurance purposes, insurance cover shall begin on the date of entry into Switzerland or a Schengen state as officially documented. Helvetic Assistance may reject such a contract application without stating reasons.

2.4 The renewal of insurance cover is only valid if no insurance gap thereby occurs and no insured events have occurred. Furthermore, the contract may only be renewed twice within the maximum permissible insurance period of 185 days. Helvetic Assistance may reject a contract renewal application without stating reasons.

2.5 A permissible document for establishing proof of date of entry is a passport with entry stamp. If the foregoing is unavailable, transport/travel tickets (rail, flight, bus, etc.). If the foregoing is unavailable, employer's written confirmation. If proof of entry cannot be provided, the contract shall be deemed void.

3 Withdrawal from the insurance contract

3.1 If the policyholder provides official written documentation (from a consulate, immigration officers or a municipal government office) that entry into Switzerland or a Schengen state was refused, the premium will be refunded. The original insurance policy must be sent to Helvetic Assistance for the premium to be refunded.

3.2 An administrative fee of CHF 100.00 is deducted for a premium refund.

4 Geographical scope

During the insurance period, insurance cover applies throughout Europe except for the insured person's country of residence.

5 Breach of obligations

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

6 Definitions

6.1 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

6.2 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.).

6.3 Means of public transport

Public transport refers to transportation vehicles that 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.

6.4 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.

6.5 Personal accident

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

6.6 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 no longer 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.

6.7 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.

7 Multiple insurance and claims against third parties

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

7.2 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 benefits under the other insurance policy. Costs are only reimbursed once in total.

7.3 If Helvetic Assistance provides benefits despite applicable subsidiary status, those 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.

7.4 If the insured or person who is entitled to make claims is reimbursed by a liable third party or that party's insurer, no reimbursement shall 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.

8 Expiration of claims

Claims under this insurance policy expire two years after the occurrence of the circumstance on which the obligation to provide the benefit is based.

9 Place of jurisdiction and applicable law

9.1 Action 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.

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

10 Contact address

Helvetic Assistance GmbH, Industriestrasse 12, 8305 Dietlikon, info@helvetic-assistance.ch, online claims notification at www.helvetic-assistance.ch/claim

B Medical expenses

1 Sum insured

The sum insured is stated on the insurance policy.

2 Insured events and services

In case of an accident or illness requiring emergency medical treatment, Helvetic Assistance assumes costs for the emergency medical treatment services listed below (the total benefit payable for all services is limited to the maximum sum insured) as ordered by a certified physician or dentist:

- Medical treatment including medications
- Hospital stays
- Home care services provided by certified nurses
- Treatment by a state-registered chiropractor
- Hiring of medical aids
- In the event of an accident, initial provision of prostheses, spectacles, hearing aids, etc.
- Repair or replacement of medical aids if these have been damaged by an accident requiring medical treatment
- Transportation to the nearest suitable hospital Helvetic Assistance reserves the right to determine whether treatment is to be continued in Switzerland or whether to perform a medical evacuation to a suitable hospital in the insured person's country of origin.

3 Uninsured events

- 3.1 Accidents and illnesses which occurred prior to insurance contract conclusion, including the consequences, complications, worsening or relapse thereof; also in particular chronic diseases and recurring illnesses, irrespective of whether the insured person was aware thereof at the time of insurance contract conclusion.
- 3.2 Diagnosis and treatment of diseases of the teeth and jaw.
- 3.3 Diagnosis and treatment of conditions of fatigue and exhaustion as well as nervous or mental illnesses.
- 3.4 Diagnosis and treatment of cancer, including follow-up appointments.
- 3.5 Gynaecological, paediatric or general check-ups.
- 3.6 Prophylactic medication, sleeping pills, tranquillisers, vitamins, homeopathic remedies, vaccinations, first-aid kits, amphetamines, hormones and cholesterol-lowering drugs.
- 3.7 Pregnancy, abortion and birth, together with any complications, and the consequences of contraception or abortion.
- 3.8 Accidents while driving a motor vehicle for which the insured person does not fulfil the statutory requirements.
- 3.9 Accidents while flying any type of aircraft (recreational aviation, piloting, etc.).
- 3.10 Accidents while carrying out professional manual work.
- 3.11 Massage and wellness treatments, cosmetic surgery.

4 Obligations in the event of loss/damage

- 4.1 To claim benefits under a Helvetic Assistance policy, the insured or person entitled to make claims must notify Helvetic Assistance of the loss online (see T&C, A 10). The following documents are to be attached to the online claims notification:
 - Insurance policy or proof of insurance
 - Physician's certificate stating diagnosis
 - Original copies of invoices for physician and/or hospital treatment and medicines (including the corresponding prescriptions) for reimbursement
 - Documentation of entry into Switzerland or the Schengen area: Passport with entry stamp. If the foregoing is unavailable, transport/travel tickets (rail, flight, bus, etc.). If the foregoing is unavailable, employer's written confirmation.
- 4.2 At any time requested by Helvetic Assistance, the insured person must undergo a medical examination by an appointed medical examiner or company doctor.

5 Excess and cost pre-approval

- 5.1 Excess
An excess of CHF 200.00 applies for every loss/damage incident, which is deducted from benefits payable to the insured person.
- 5.2 Cost pre-approval
Helvetic Assistance does not issue cost pre-approvals nor advance any funds. The insured person remains the debtor vis-a-vis the service provider (physician, hospital, etc.).

C Assistance

1 Sum insured

The sum insured is unlimited.

2 Insured events and services

In order to claim benefits from Helvetic Assistance, the insured person or the person entitled to make claims must immediately inform the Helvetic Assistance emergency call centre on the occurrence of the insured event and obtain the call centre's approval of any assistance measures and the assumption of the related costs. The Helvetic Assistance emergency call centre is available around the clock (conversations with the emergency call centre are recorded).

Telephone +41 44 563 62 63

Regarding medical services, Helvetic Assistance's doctors alone decide the type and time of treatment measures.

- 2.1 Necessary medical evacuation
In the event the insured person falls severely ill or is severely injured while travelling, if medically necessary Helvetic Assistance will organise and pay for evacuation to a hospital in the insured person's country of origin which is suitable for treatment.
- 2.2 Repatriation in case of death
If the insured person dies during a stay or while travelling, Helvetic Assistance assumes costs for repatriation of the deceased to his/her last place of permanent residence.
- 2.3 Search and rescue costs
If the insured person is deemed missing or needs to be rescued from a physical emergency situation while travelling in Europe, Helvetic Assistance pays the necessary search and rescue costs up to a maximum of CHF 30,000.00 per incident.

3 Uninsured events and services

- 3.1 Lack of approval from the Helvetic Assistance emergency call centre
If the Helvetic Assistance emergency call centre has not granted advance approval of services.
- 3.2 Accidents and illnesses which occurred prior to insurance contract conclusion, including the consequences, complications, worsening or relapse thereof; also in particular chronic diseases and recurring illnesses, irrespective of whether the insured person was aware thereof at the time of insurance contract conclusion.
- 3.3 Diagnosis and treatment of diseases of the teeth and jaw.
- 3.4 Diagnosis and treatment of conditions of fatigue and exhaustion as well as nervous or mental illnesses.
- 3.5 Diagnosis and treatment of cancer, including follow-up appointments.
- 3.6 Gynaecological, paediatric or general check-ups.
- 3.7 Prophylactic medication, sleeping pills, tranquillisers, vitamins, homeopathic remedies, vaccinations, first-aid kits, amphetamines, hormones and cholesterol-lowering drugs.
- 3.8 Pregnancy, abortion and birth, together with any complications, and the consequences of contraception or abortion
- 3.9 Accidents while driving a motor vehicle for which the insured person does not fulfil the statutory requirements.
- 3.10 Accidents while flying any type of aircraft (recreational aviation, piloting, etc.).
- 3.11 Accidents while carrying out professional manual work.
- 3.12 Massage and wellness treatments, cosmetic surgery.

4 Obligations in the event of loss/damage

- 4.1 In order to claim Helvetic Assistance benefits, the insured person or the person entitled to make claims must immediately inform the Helvetic Assistance emergency call centre on the occurrence of the insured event and obtain the call centre's consent for any assistance measures or for the assumption of their costs (see T&C, C 2).
- 4.2 In the event of loss/damage, the following documents relating to the insured event are to be submitted in writing to Helvetic Assistance (online claims notification) at the contact address specified under item A 10, T&C:
- Insurance policy
 - Original booking confirmation
 - Documents and/or official certificates that prove the occurrence of the damage/loss (e.g. detailed medical certificate with diagnosis)
 - For search and rescue costs: original invoice from the rescue provider