



Simpego

General Terms and Conditions (T&Cs)

Issued December 2024

Applies to:

- Travel Insurance

Translation

In case of disputes or unclear translations, the original German text shall be decisive. The English text does not alter the original German text in either a positive or negative sense.



Simpego Insurances AG (hereinafter referred to as simpego), Hohlstrasse 556, 8048 Zurich, is the risk carrier and benefit provider for all insurance cover options described in these T&Cs, except for travel insurance. Simpego is the contract manager for all insurance cover options described in these T&Cs.

TAS Versicherungen AG (hereafter "TAS") chemin de Blandonnet 4, 1214 Vernier (GE) is the risk carrier and service provider for travel insurance.

A – General provisions

1 Scope of the contract

The insurance cover options that have been taken out are listed in the insurance contract. The scope of the contract is derived from the insurance contract, these General Terms and Conditions and any special insurance conditions.

2 Period of validity

1 The start of the contract is defined in the insurance contract. The insurance is taken out for the duration of one year and is tacitly renewed for the following contract year if not terminated by a contracting party before the end of the contract year, or if simpego does not provide the policyholder with notice of a contractual adjustment effective from the new contract year. The insurance covers damages that are caused during the term of the contract. For all cover options other than personal liability and travel insurance cover, the insurance also covers any damage that occurs during the term of the contract, i.e. if the damage is detected for the first time during the term of the contract.

2 A notice of contract termination must be received by simpego no later than one day before the end of the contract year. If the contract is terminated by simpego at the end of the contract year, the notice of termination will be sent at least 30 days before the end of the contract year.

3 If specified in the insurance contract, the policyholder has a daily right of termination. The contract ends no earlier than the day after which the notice of termination is received by simpego, or at a desired later date. The surcharge specified in the insurance contract must be paid.

4 After the occurrence of indemnifiable damage, all parties (i.e. the policyholder, simpego or TAS for travel insurance cover) can terminate the contract either in full or in part. Simpego or TAS must terminate the contract at the latest on payment of compensation or insured benefit, and the policyholder must terminate the contract at the latest 4 weeks after the payment of compensation or insured benefit.

If the policyholder terminates the contract, simpego's or TAS's liability will expire 14 days after it receives the notice of termination. If simpego or TAS terminates the contract, its liability will expire once 4 weeks have passed since the notice of termination was received by the policyholder.

5 In the event of a change to the liability situation (insured person moving into or out of a dwelling), the insurance cover will apply up until the end of the current year of insurance, but at least for 6 months at the previous location and the new location in Switzerland. Restriction: If newly insured persons move into a dwelling, the cover will only apply at the new location.

6 In the event of house moves within Switzerland, the insurance will continue to apply for the previous location for a maximum of 6 months, as well as for the new location as calculated from the date that the Residential Registry Office was informed of the move.

7 In the event of house moves abroad, the home contents, liability, 24h home assistance, accident insurance, unemployment and travel insurance cover will expire immediately, i.e. as of the date on which the policyholder de-registered from the previous municipality of residence.

8 Change in ownership of insured buildings (change in ownership):

1 The rights and obligations are transferred to the new owner. The new owner can withdraw from the contract up to 30 days following the change in ownership.

2 Change in ownership as a result of a death: The rights and obligations are transferred to the heirs. The heirs can withdraw from the contract up to 3 months following the change in ownership. If the heirs conclude a new contract for the same risk without being aware of the existing contract, the existing

insurance protection will end when this new contract enters into force, at least for the cover provided by the new contract or, at the request of the heirs, for the entire contract.

3 simpego's right of termination in the event of a change in ownership: simpego can terminate the contract at the latest 14 days after becoming aware of the change in ownership. In this case, the insurance cover will end 30 days after the policyholder or heirs have received the notice of termination.

3 Contract adjustments

Simpego can request that the contract be adjusted in the event of changes to the premium, the deductible, the benefits, the statutory duties or the fees or surcharges. It will inform the policyholder of the adjustment no later than 25 days prior to the adjustment entering into force. If the policyholder does not agree with the adjustment, he or she can terminate the section of the contract affected by the adjustment or the entire contract from the time at which the adjustment would enter into force. If simpego has not received notice of termination from the policyholder by the last day before the adjustment enters into force, this shall be taken to mean that the policyholder consents to the contract adjustments. Changes to statutory duties or to cover regulated by law do not bring about an entitlement to termination.

4 Duty of care

Insured persons are bound to a duty of care and must implement the measures required by the particular circumstances in order to protect the insured items against the insured risks.

5 Obligations in the event of a claim

1 The policyholder must report damage events to simpego immediately either online or by e-mail/post/telephone and follow the instructions of simpego:

E-Mail: claims@simpego.ch

Telephone: +41 58 521 11 11

Website: www.simpego.ch

If the damage event concerns the **travel insurance**, TAS must be notified immediately online/by telephone and the instructions of TAS must be followed:

Website: www.tas-assurances.ch/claim

Phone: +41 58 827 59 95

Medical emergencies and vehicle breakdowns (claims relating to motor vehicle assistance) must be reported by phone.

2 The policyholder and the insured persons are obligated to take measures to prevent or reduce damage. Before the damage has been assessed, no changes may be made to the damaged items or assistance accepted without the consent of simpego or, in the case of travel insurance, TAS.

3 The policyholder is obligated to prove the occurrence of an insured event as well as the extent of the damage. At the request of simpego or TAS, original documents for the damage event and the costs reimbursed must be submitted. The insured amount does not constitute proof of the existence or value of the insured items (or the insured assistance) at the time of the damage event.

4 All of the information relating to the claim and all of the facts that may affect the assessment of the circumstances under which the damage occurred must be provided voluntarily, in a timely manner and in full, and must be correct in terms of content. This also applies to statements made to the police, the authorities, experts and medical professionals. If the insured person does not comply with these obligations, simpego or TAS (for travel insurance) can refuse to pay out the benefits. Simpego or TAS (for travel insurance) may request a written damage report. The claimant must prove the occurrence and extent of the damage. Simpego and TAS are entitled to carry out all investigations and to collect information to help assess the extent of the damage. The required documents must be handed over to simpego and TAS.

5 In the event of accidents involving personal injury, the handling physician must be released from the duty of secrecy. An examination by a medical officer can be arranged, as can an autopsy in the event of death.

6 Repairs to insured items require the approval of simpego if the expected costs exceed CHF 500. In the event of accidental damage claims, simpego must be informed immediately, regardless of the extent of the damage.

7 For all damage in connection with theft or attempted theft, a report must be filed immediately with the local police.



- 8 If stolen items are recovered, the insured person must inform simpego of this immediately. If simpego has already paid the compensation or insured benefit for these items, the claimant must return the compensation less reimbursement for any depreciation or repair costs, or must provide simpego with the recovered items.
- 9 If an upper limit for the annual salary applies for an insured item or an insured characteristic, the policyholder must, in the event of a claim, prove that this limit has not been exceeded.
- 10 In order to receive the benefits offered by 24h home assistance, the assistance hotline must be informed immediately following the occurrence of damage.
- 11 simpego has the right to terminate all of the policyholder's home contents, liability and buildings insurance contracts if a claimant or his or her representative knowingly fails to disclose the facts relating to a claim, or if he or she provides incorrect information or provides information too late.
- 12 If loss or transport damage that is covered by the insurance occurs while the insured items are located on the premises of a transportation/logistics/travel company or similar, confirmation must be provided of the commissioned company's rejection of the obligation to pay benefits. Transport damage must be reported to simpego within 10 days of the occurrence of the damage.
- 13 The policyholder undertakes not to recognise any claims by third parties in connection with a damage event or to sign documents written in a foreign language.

6 Reduction of the insured benefit

- 1 In the case of major natural events, insurance companies can limit their provided benefits as follows: If the compensation amounts determined for an individual policyholder as a result of an insured event exceeds CHF 25 million, the compensation will be reduced to this amount. Compensation amounts for movable items and buildings are not added up. Damage that occurs at different times and in different locations constitutes a single event if it is all due to the same atmospheric or tectonic cause.
- 2 In the event of a culpable breach of statutory or contractual regulations or obligations during the term of the contract, and in particular a culpable breach of the statutory duty to mitigate damages or the statutory duty of care, simpego or TAS (for travel insurance) can reduce or refuse to pay the benefits.

7 Compensation due date

A compensation payment only becomes due once there are no doubts regarding the legitimization and extent of the claim and provided that there are no pending police or criminal investigations into the policyholder or the claimant in connection with the damage event.

8 Assignment of claims

Claims to the insured benefits cannot be transferred or pledged prior to their definitive establishment without the express agreement of simpego or TAS (for travel insurance).

9 Premium

- 1 The premium is based on the selected scope of insurance and on the information provided by the policyholder regarding the insured location, the insured persons and the insured amounts. simpego must be informed immediately if any of this information changes. simpego has the right to adjust the contract and the insurance cover in line with the changes in the circumstances.
- 2 The premium remains unchanged in the event of a claim. Exceptions to this are renovations in individual cases.
- 3 If payments are made by way of instalments, a surcharge must also be paid.
- 4 For the sake of the environment, a surcharge is levied for customer documents in paper format.
- 5 In the case of balances from premium statements, simpego does not demand payment for amounts below CHF 5 and does not pay out amounts less than CHF 1.
- 6 If the policyholder does not comply with the duty of payment, he or she will be prompted to make the payment. A fee of up to CHF 30 will be charged for the payment reminders. If the deadline specified in the reminder for the payment of the premium passes without payment, simpego's obligation to pay benefits will be suspended from one day after the expiry of the reminder deadline and will remain suspended until all debts resulting from this contract that remain outstanding at this time have been paid in full. simpego also has the right to terminate the contract if the reminder deadline

expires without payment. If it makes use of this right, simpego's liability will expire 14 days after the notice of termination is received by the policyholder.

- 7 Outstanding claims due from the policyholder can be deducted from claims payments. This does not apply if payment is made to an injured third party directly.

10 Deductibles

- 1 The policyholder is responsible for paying the deductible specified in the insurance contract for each claim.
- 2 The date of the insured event is decisive in determining the deductible.
- 3 If different deductibles apply due to claiming on various insurance covers, the highest deductible will be deducted.
- 4 Any benefit limitations will only be applied following the deduction of the deductible.

11 Underinsurance

- 1 Simpego provides an underinsurance waiver in home contents and buildings insurance cover in the event of partial or total damage within the limits of the insured amount.
- 2 The underinsurance waiver does not apply in the case of claims arising from natural disasters.

12 Place of jurisdiction

In the event of legal disputes, the policyholder or claimant can initiate legal proceedings either at simpego's registered office or at his or her registered office or residence in Switzerland.

In the event of legal disputes in connection with damage events under the travel insurance, the policyholder or the claimant may file a suit either at the registered office of TAS or at the policyholder's Swiss domicile or place of residence.

13 Communication

All communication to simpego can be sent to simpego's headquarters. All communication to TAS can be sent to TAS's headquarters. Communication to the policyholder is sent to the last known address in a legally valid manner. simpego must be informed of any changes of address.

14 Legal foundations

Otherwise, the provisions of the Swiss Federal Act on Insurance Policies (VVG) apply. For policyholders who reside or have their head office in the Principality of Liechtenstein, the mandatory provisions of Liechtenstein law apply.

15 Sanctions

Simpego shall not pay out any benefits if this would involve a violation of applicable economic, trade or financial sanctions.

I - Travel insurance

1 Contactperson and insurer

The **contact person** for the travel insurance is Simpego Insurances AG (hereafter simpego), Hohlstrasse 556, 8048 Zürich. Simpego has concluded a collective insurance contract for the travel insurance with TAS in favour of its customers. Simpego is responsible for contract administration and is the point of contact for all matters relating to the insurance contract.

The **insurer** for the travel insurance is TAS Versicherungen AG (hereafter TAS), chemin de Blandonnet 4, 1214 Vernier (GE). TAS carries the risk (risk carrier) and processes the claims.

2 Geographical scope of insurance

The insurance shall apply worldwide, unless specified otherwise for the individual insurance components.

The following area designations are used:

- 1 The area designation "CH/FL" comprises Switzerland and the Principality of Liechtenstein.
- 2 The area designation "Europe" comprises all countries of the European continent, as well as the Mediterranean islands and Canary Islands, Madeira, the Azores, the Faroe Islands, Greenland, Kazakhstan up to the Urals, Russia up to the Urals and Turkey. The over-



seas territories and overseas departments of European countries are not included in "Europe" coverage.

- The area designation "world" also includes the countries that are not included in the area designation "Europe".

3 Insured persons

The insurance covers natural persons resident in Switzerland. The group of insured persons is specified in the insurance contract:

- Individual insurance:** Only covers the policyholder and any underage children whom the policyholder has taken on the trip but who do not live together with him in the same household.
- Household insurance:** Covers the policyholder and the people who live with the policyholder in the same household. Any underage children whom the policyholder has taken on the trip but who do not live together with him in the same household are also insured.

4 Insured pets

The only pets insured are dogs and cats owned by the insured person. Benefits for insured pets are limited solely to the assumption of costs in case of an event. The organisation of benefits is the responsibility of the insured person. All benefits for events related to an insured pet are limited to a maximum of CHF 5'000. This includes the costs for the insured person as well as the costs for the insured pet. The healing costs coverage is not granted for pets.

5 Trip definition

Any domestic or foreign trips with a maximum duration of 6 months after departure from the domicile are insured. The distance between the domicile and the destination must exceed 50 km and the trip must involve at least one overnight stay.

6 Behavior in case of illness or accident

The insured persons are obliged to:

- consult a doctor immediately in the event of illness or accident (dis)ability to travel and to comply with the doctor's instructions. You undertake to release the doctors treating you from their duty of confidentiality vis-à-vis TAS and its medical advisors.
- follow the instructions of doctors or other service providers.
- provide complete and truthful information about the insured event and about previous illnesses and accidents.
- submit to TAS all medical certificates, reports, receipts, invoices, confirmations of payment from service providers and any additional documents requested no later than 6 months after the end of treatment abroad.
- always submit the original versions of all invoices and documents. If the supporting documents are insufficiently detailed and the additional information is not made available on request, the benefits will be determined appropriately, taking into account the severity of the illness or accident.
- use The 'Accident report' form for accidents. This will be sent to the insured person after the case notification.
- inform spontaneously about steps taken by service providers in the event of a claim in the context of invoicing and debt collection.
- prove serious physical illnesses and serious injuries of the insured pet as well as an unforeseeable unfavourable course of recovery by means of a veterinary certificate. If a claim arises due to an unforeseeable unfavourable healing process, the insured benefits will be provided under this insurance.

7 Advances on cost

Advances on costs granted must be repaid by the insured person upon request. Any reminder and debt collection costs must be paid by the insured person.

TAS reserves the right to require the insured person to sign an acknowledgment of debt before providing benefits.

Advances on costs are only granted to insured persons resident in Switzerland.

8 Subsidiarity clause

Benefits shall only be provided if and insofar as the loss arising cannot be borne by a third party (third party with liability, car hire provider of commercial car-sharing services, tour operator, travel agent, Guarantee Fund for the Swiss Travel Industry, public transport operator, insurer, etc.).

Any benefits that have been paid nonetheless shall be treated as advances. The recipient of the benefit is obliged to pass on any payments received from third parties to the entity responsible for paying benefits and to assign to that entity any rights and claims vested in him against any third parties.

9 General benefit exclusions

No insurance benefits shall be paid out:

- if TAS has not given its prior consent, unless the insured person is unable to notify TAS for medical reasons;
- for any events and costs not expressly specified in these T&Cs;
- for any events that had already occurred at the time the contract was concluded or the holiday was booked, or the occurrence of which was foreseeable for the insured person;
- for any events that did not occur during the validity period of the contract;
- for any events relating to a pre-existing medical condition that impairs the ability to travel, if the medical condition concerned was already known at the time of booking or prior to departure;
- for any events, illnesses or accidents attributable to the excessive consumption of alcohol, medicines or narcotic substances;
- in relation to any active participation in demonstrations, brawling or disturbances and any action taken in relation to such incidents;
- in the event of the wilful commission or attempted commission of any criminal offence;
- in relation to participation in races, rallies or similar competitions as well as training sessions using motor vehicles, sledges and boats;
- when participating in hunting activities;
- in relation to competitions or training related to professional sport or extreme sports involving repeated bodily contact for the purpose of causing injury (such as boxing, wrestling or kick-boxing);
- in the case of hazardous activities where the insured person exposes themselves to a particular danger, taking account of their state of health, without taking or being able to take the necessary action to reduce the danger to a reasonable level;
- in the event of suicide or attempted suicide and the consequences thereof;
- in relation to travel for the purpose of a planned medical, dental or surgical intervention, as well as events relating to such intervention;
- in relation to the carriage of persons or goods for consideration;
- in relation to any incident where the vehicle driver does not hold the necessary driving licence;
- in relation to any event attributable to the defective maintenance of or the failure to maintain a motor vehicle (in accordance with manufacturer requirements) or unauthorised alterations (e.g. tuning);
- in relation to incidents attributable to nuclear disasters or for medical problems caused by any such disaster;
- for any events related to armed conflict, revolutions, insurrections or domestic unrest. However, should the insured person unexpectedly be confronted with any such incident during the course of the trip, cover shall continue to be provided by Simpego Travel Insurance for a further 14 days after the incident became known;
- in relation to any incident or event of loss that was wilfully caused by an insured person;
- for any costs incurred by the insured person for persons who are not insured (for instance if the insured person is to be accompanied by a third party, cancellation cover shall apply to the trip of the insured person and not that of the third party);
- if a trip is booked after the first announcement concerning the insolvency of the service provider.

Any other specific disclaimers applicable for individual insurance components are set forth below.

10 Disclaimer of liability

As part of the services provided by the Simpego Travel Insurance, the insurers may organise the provision of particular (auxiliary) benefits by third parties. The insurers shall not bear any liability for the quality of any services provided by a third party or for any resulting losses.

11 Cancellation costs insurance

- Insured trips:** The following travel services shall be insured within the scope of private insured trips (art. I.5):
 - holiday arrangements;
 - hotel stays;
 - holiday accommodation rentals;



- stays combining a language course with a holiday, internships and further education stays;
- transport of the insured person (e.g. by plane, train, boat);
- boat or vehicle rentals;
- fees for licensed and professional tour guides, hiking guides and boat guides;
- entry fees for cultural events and amusement parks as well as for attending and participating in sporting events.

Insurance benefits shall be paid out if the trip needs to be cancelled before departure from the insured person's domicile owing to an insured event.

Any costs relating to stays by the insured person in their second home or a time-share property as well as travel by private jet shall not be covered.

- 2 **Prerequisites for entitlement to benefits:** Cancellation costs are reimbursed in accordance with a legally valid written contract with:
- 1 a travel or transport company;
 - 2 a hirer (incl. accommodation and accommodation contract);
 - 3 an organiser of courses or seminars (for private further education);
 - 4 professional tour, hiking or boat guide;
 - 5 an event organiser, e.g. for concerts, theatre performances and sports events.

Any cancellation costs that the tour operator or travel agent is not obliged to pay shall be covered. If following an insured event that was not caused by the insured person it is uncertain whether the trip will be possible (e.g. general quarantine requirements at the place of destination), the tour operator should be contacted before cancelling the trip in order to identify a joint solution, and thereby to minimise or avoid any loss.

- 3 **Insured events:** The insured person is entitled to benefits if he/she is not reasonably able to start the trip on account of any of the following events occurring after booking:

- 1 serious illness, epidemic or pandemic disease, serious accident, an exacerbation of a medically confirmed chronic condition or death of an insured person, a travel companion or a close relative of the insured person, where the presence of the insured person with this person is required.

In case of incapacity for travel due to a pre-existing serious illness, cancellation costs are insured only if the person's doctor had declared the person fit for travel before the booking (by considering the travel dates, destination, means of transport and planned activities).

A pre-existing illness is considered to be any physical or mental illness that predates the booking and/or the start of the trip, with the exception of stabilised chronic illnesses and illnesses that do not require a hospital stay or that have not required a significant change in treatment in the 6 months prior to the booking or the start of the trip.

In every case, incapacity for travel must be verified via a medical certificate that must be obtained immediately.

Employers can also be asked to confirm an employee's absence. Ordinary annual rehearsal courses are not covered.

- 2 unemployment of the insured person, insofar as this was not known or foreseeable when the trip was booked and the employment contract ends within the 3 months prior to the trip;
 - unforeseen start of permanent employment if the insured person or a travel companion was unemployed at the time of the booking and the employer confirms in writing that the trip has to be cancelled due to the start of employment;
 - unanticipated service in the Swiss Army, Swiss Civilian Service or Swiss Civil Protection. Ordinary annual rehearsal courses are not covered.
- 3 serious damage of the insured person's property at the place of residence by theft, fire, water or a natural hazard (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]), necessitating the insured person's presence at home.
- 4 the insured person's personal documents that are essential for the trip (passport, identity card, driving licence, transport tickets) are stolen immediately before the start of the journey and cannot be replaced within a reasonable period (e.g. at the

airport); the police must be notified of the theft as soon as possible.

- 5 verifiable delay in or cancellation of public transport, or breakdown or accident of the private vehicle of the insured person, to an airport or railway station in Switzerland or in a directly bordering country, provided that the insured person had allowed a reasonable amount of time between the scheduled arrival of the means of public transport and the scheduled departure. If available, the recommendations of the respective transport company shall be taken into account.
- 6 Failure due to an accident or a breakdown of the vehicle shown on the ticket for the car train or car ferry on the departure day while directly en route to the passenger train or ferry port;
- 7 a strike, terrorist attack, epidemic, pandemic, natural disaster or natural hazard (according to Art. 173 of the Swiss Supervisory Ordinance [AVO]) at the destination, make it impossible to travel there or would endanger the insured person's life.
- 8 If the insured person or his travel companion is directed to quarantine before the trip on the instructions of an official authority owing to a tangible suspicion of infection or infectious disease. Any quarantine not resulting from a tangible suspicion or that is generally ordered, for instance quarantine ordered for all or part of the population (lockdown) or for incoming travellers from particular countries (e.g. upon return from a trip), shall not be covered.
- 9 Serious illness, serious accident, an exacerbation of a medically confirmed chronic condition or death of the insured pet or of the person in charge of taking care of the insured pet, where the presence of the insured person or an alternative caretaking solution for the insured pet is required.
- 4 **Insured benefits:** If a trip cannot begin because an insured event as per art. 1.11.3 occurs after it has been booked, TAS will pay the share of the costs incurred by the co-insured persons
 - 1 either the cancellation costs contractually owed on the day that the insured event first occurs;
 - 2 or the additional costs of rebooking the trip – up to the amount in cancellation costs that would have been due on the day of the incident causing the change; up to a maximal insurance amount of CHF 30'000 for an individual cover and CHF 50'000 for a household cover;
 - 3 or the assumption of costs of a caretaking solution for events according to art. 1.11.3.9 up to due cancellation costs.

Cancellation costs and additional costs for insured events according to art. 1.11.3.5 and 1.11.3.9 are limited to CHF 5'000.

The aforementioned costs are reimbursed if no insured person or third party is able to use the benefit.

The cost of passes for repeated use or season tickets are refunded only if an insured event prevents them from being used for the first time and a refund or later use of them is not possible.

Processing fees are reimbursed only if this is standard industry practice, is reasonable, and is clearly in writing in the contract.

- 5 **Specific exclusions and limitation of benefits:** No benefits are paid in the following cases:
 - 1 For business trips; if business activities are combined with a private trip, the insurance solely covers cancellation costs arising from the private part of the trip, and only if a third party (employer, other company) is not liable for such costs;
 - 2 In relation to trips to countries or regions for which travel has been advised against by the Swiss authorities (the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH), etc.) or the World Health Organization (WHO) before the trip was booked;
 - 3 Amounts the insured person has paid for persons not covered under the Simpego Travel Insurance (e.g. invitations to a trip, hotel stays, the non-insured person's further travel or return home);
 - 4 If the organiser, tour operator, travel agent, service company, hirer or a paid travel guide cancels or changes an insured trip or event or interrupts or ceases its activities;
 - 5 If an insured trip cannot be commenced or continued owing to the insolvency of the service provider;
 - 6 If the insured person has won the trip or event ticket, or the service provider has offered full or partial compensation in the



form of a voucher to be claimed for a future trip or another event.

The insurance does not cover the following costs, even if the loss event is covered:

- 7 Costs from travel or transport companies, hirers, or from organisers of courses and seminars that cancel their activities because of an insured event, insofar as the company in question is obliged to cover the loss on legal grounds;
- 8 Costs from delayed or cancelled private transport to an airport or railway station;
- 9 Costs incurred in connection with financial transactions, visas and vaccinations;
- 10 Premiums for insurance;

12 Personal assistance

1 **Insured events:** The following insured events constitute a closed list, and are limited to the period following departure. TAS shall provide benefits if the insured person is required to cancel, interrupt or extend a trip owing to any of the following insured events:

- 1 medical incidents (including diagnosis with an epidemic or pandemic disease) or the death of an insured person, a travel companion where the insured person cannot reasonably continue the trip without the travel companion as well as a close relative, where the presence of the insured person with this person is required.
- 2 strikes, terrorist attacks, epidemics, pandemics, natural disasters or natural hazards (according to art. 173 of the Swiss Supervisory Ordinance [AVO]) along the journey route, where these demonstrably prevent the continuation of the trip or constitute a specific risk to the life or property of the insured person. Cover shall continue for 14 days after the event became known. The onward or home journey must be started within this period.
- 3 If the insured person or his travel companion is directed to quarantine during the trip on the instructions of an official authority owing to a tangible suspicion of infection or infectious disease. Any quarantine not resulting from a tangible suspicion or that is generally ordered, for instance quarantine ordered for all or part of the population (lockdown) or for incoming travellers from particular countries (e.g. upon return from a trip), shall not be covered. In the event that a travel companion is required to quarantine, cover shall only be available if the insured person cannot reasonably continue the trip without the travel companion.
- 4 Theft of personal documents (passport, identity card, transport tickets) during the trip, where the continuation of the trip or the return journey to Switzerland becomes temporarily impossible, unless documents can be re-issued within a reasonable period of time.
- 5 Serious damage of the insured person's property at the place of residence during the trip by theft, fire, water or natural hazard (according to art. 173 of the Swiss Supervisory Ordinance [AVO]) necessitating the insured person's immediate presence at his place of residence.
- 6 Serious illness, serious accident, an exacerbation of a medically confirmed chronic condition or death of the insured pet that remained home or is accompanying or of the person in charge of taking care of the insured pet, where the presence of the insured person or an alternative caretaking solution for the insured pet is required.
- 7 Cancellation of the means of public transport booked or used for the trip (long-distance bus and rail services, travel by boat or aircraft excluding private jets) due to a defect, accident or technical fault.
- 8 A missed connection between two means of public transport (long-distance bus and rail services, travel by boat or aircraft excluding private jets) due to fault on the part of the first means of public transport (delay or cancellation), provided that the insured person has planned a reasonable and sufficient period of time between the planned time of arrival of the first means of public transport and the subsequent departure time.

2 **Insured benefits:** The following benefits shall be provided by TAS following any insured event falling under art. 1.12.1 up to a maximum insurance amount of CHF 100'000. Entitlement to benefits shall be

determined with reference to the event that caused the cancellation, interruption or extension of the trip. Any temporary or subsequent events shall be disregarded.

- 1 Support in relation to the organisation of and the provision of unlimited cover for the costs of any medically necessary transportation of the insured person to the nearest suitable hospital, to a hospital at the domicile (where medically necessary) or return travel to the domicile (in accordance with medical directions), on a supplementary or subordinate basis to all statutory and private medical or accident insurance held by the insured person.
- 2 Support in relation to the organization and provision of cover for the costs of a trip by a visitor (outbound and return journey) to the insured person in hospital, where the hospital stay is anticipated to last for more than five days, or in the event of the death of an insured person (maximum two close relatives, 1st class rail travel, economy class air travel, cost of accommodation in a mid-range hotel including breakfast). Travel costs from Switzerland shall be covered for up to CHF 4'000 per event in Europe and up to CHF 6'000 per event outside Europe.

3 An urgent advance on costs payable to a hospital of up to a maximum of CHF 5'000 per insured person, which shall be repaid to TAS within 30 days of discharge from hospital.

4 Cover for any unplanned costs for the return journey (1st class rail travel, economy class air travel) and additional accommodation costs (mid-range hotel including breakfast). These costs shall be covered up to an amount of CHF 5'000 per event. For insured events according to Art. 1.12.1.7 and 1.12.1.8, TAS shall cover the costs for the return or onward journey (1st class rail travel, economy class air travel) and accommodation costs (mid-range hotel including breakfast), until at the latest the time of the next opportunity to continue the journey (e.g. next available means of public transport).

5 Organisation of and the provision of cover for the costs of returning the body or ashes of the insured person to his home in Switzerland including official formalities, if the insured person dies during a trip.

The transport costs and additional costs incurred in complying with the international Agreement on the Transfer of Corpses and the costs of official formalities incurred in connection with repatriation are covered.

For insured pets according to art. 1.4 who have died, only the costs are covered. The insured person is responsible for organising the services in these cases.

6 Search and rescue costs up to a maximum of CHF 30'000 per incident in the event that the insured person is involved in a serious accident, becomes seriously ill or is registered as missing, or where the requirement of necessity in any situation falling under art. 1.12.1.2 is met.

7 Cover for the costs of the insured person in respect of any unused part of the trip, where it is necessary to cancel the trip owing to an insured event, provided that no third party is liable for these costs. Costs shall be reimbursed up to a maximum amount of CHF 5'000. This payment may not be cumulated with the reimbursement of additional accommodation costs (art. 1.12.2.4).

8 Assumption of additional costs for the sick or injured insured pet (additional costs for transport, accommodation and food).

The decision as to whether any of the above-mentioned benefits is necessary, as well its type and time, shall be taken by TAS. If more than one insured person is affected by one and the same insured event (mass losses), the compensation payable by TAS for the event concerned shall be capped at a maximum amount of CHF 1'000'000. If the claims exceed this amount, benefits shall be distributed proportionally among the insured persons.

3 **General benefit exclusions:** No benefits shall be paid under the following circumstances:

- 1 In relation to trips to countries or regions for which travel has been advised against by the Swiss authorities (the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH), etc.) or the World Health Organization (WHO) prior to departure.
- 2 If the organiser, tour operator, travel agent, service company, hirer or paid travel guide cancels or changes an insured trip or interrupts or ceases its business activities.



- 3 Costs for outpatient and inpatient treatment.
- 4 The costs of return travel included within a package holiday, if a trip has to be ended early.
- 5 The costs of any services that have not been approved by TAS Customer Service following an emergency call.
- 6 Claims arising following the insolvency of the service provider.
- 7 Costs relating to the cancellation of the means of public transport booked or used for the trip due to a defect, accident or technical fault where the operator is required by law to cover the loss.
- 8 Costs relating to missed connections between two means of public transport (long-distance bus and rail, travel by boat or aircraft) where the insured person is responsible for the delay or the operator is required by law to cover the loss.

13 Excess waiver for hired vehicles

- 1 **Insured events:** Any excess owed under the terms of a hire agreement by an insured person who has hired a vehicle or used a vehicle provided by a car-sharing business shall be covered if the insured person caused the damage or can be held liable for it under private law or in the event of the theft of the vehicle.
- 2 **Insured vehicles:** Motorcycles and passenger cars hired for private usage up to max. 3.5 t total weight as well as max. 1.5 t total weight for trailers that are being towed, provided that they are lawfully licensed to drive on public roads and have been duly registered, subject to the exclusions set forth in art. 113.4.
- 3 **Insured benefits:** The amount of the insured benefit shall be determined with reference to the respective excess, although shall be capped at a maximum amount of CHF 3'000 per hire agreement and may not be greater than the actual damage.
- 4 **Specific benefit exclusions:** No insurance cover shall be available for:
 - 1 vehicle drivers who caused the insured event with a blood-alcohol concentration greater than the threshold of parts per thousand permitted by law, or whilst under the influence of narcotic substances;
 - 2 journeys not permitted under the terms of the hire agreement;
 - 3 journeys made using vehicles that are not permitted by law or by the authorities;
 - 4 replacement vehicles provided by a garage;
 - 5 camper vans and mobile homes;
 - 6 damage that the insured person is required to bear on the grounds that theft or fully comprehensive insurance does not cover it.
- 5 **Procedure following an event of loss:**
 - 1 The insured person undertakes to inform TAS immediately in accordance with art. A.5.1 following the occurrence of an insured event. The excess shall only be covered upon condition that the insured person:
 - a. informs the hire company without undue delay concerning the event of loss;
 - b. notifies the local police immediately, requests an official investigation or arranges for the incident to be officially documented (police report, accident report) where any other road users are involved in an accident and/or suffer harm;
 - c. obtains a damage report from the hire company at the time the vehicle is returned;
 - d. must settle any excess himself directly in situ.
 - 2 When reporting a claim, insured persons are required to provide all documents relevant to the handling of the case.

14 Healing costs

The prerequisite for cover of healing costs abroad is that the insured person is resident in Switzerland and has valid compulsory health insurance under the Swiss Federal Health Insurance Act (KVG/LAMal) and valid accident insurance under the Swiss Federal Accident Insurance Act (LAA/UVG) or accident cover under the KVG/LAMal.

Persons domiciled in Switzerland who are subject to health insurance in an EU/EFTA country and registered with the joint KVG/LAMal institution in Switzerland are excluded from cover for treatment costs abroad.

- 1 **Insured events:** The insurance covers unforeseeable illnesses, unforeseeable complications of pregnancy and accidents during trips abroad that occur during the period of insurance and require emergency treatment by a doctor or hospital.

2 Insured benefits:

- 1 **Insured costs:** Following costs are being assumed:

- medical expenses for outpatient and inpatient treatment abroad;
- a contribution towards costs (excess, deductible) incurred in a member state of the European Union (EU), the European Free Trade Association (EFTA) or Great Britain (GB), with the exception of Switzerland. in application of social insurance legislation.

The cost of care provided by the providers is covered for the duration of the cover, in addition to all compulsory and private Swiss and foreign insurance. If other insurances also provide supplementary or subordinate benefits, the legal rules for multiple insurance apply. Costs are covered up to a maximum of CHF 3'000'000 per event.

Remuneration and pricing agreements between the service provider and the insured person are not binding on TAS.

Providers are people or institutions that offer medical services to the insured person, e.g. doctors, pharmacies, hospitals.

Benefits will be reimbursed at the usual rate in the country of stay. Excessive or non-standard prices will be reduced accordingly. Settlement with the insured person is made in Swiss francs.

The following conditions apply :

- the insured person immediately contacts TAS, which orders, organises and coordinates the necessary assistance. This precondition does not apply if the insured person fails to inform TAS in good time through no fault of his/her own and remedies the situation at the earliest opportunity,
- TAS is kept continuously informed of any changes in the state of your health.

The insured person must follow the instructions given by TAS and the doctors treating him/her, unless there is an extreme emergency situation that makes it impossible to follow these instructions (art. 38a al. 1 VVG).

If the insured person has inexcusably failed to fulfil his obligations, compensation may be reduced by the amount by which it would have been reduced had he complied with these instructions (art. 38a para. 2 VVG).

Contributions to costs (excess, deductible) under compulsory health insurance in Switzerland are not subject to compensation. Reductions from other insurances are not compensated.

- 2 **Limitation of benefits:** If the stay abroad cannot be continued, the costs will be reimbursed for as long as:

- a. the treatment is necessary and is carried out by an approved doctor in the country concerned or by approved medical assistants,
- b. repatriation is not possible or cannot reasonably be required for medical reasons.

The insured person may be transferred to another country because of the medical requirements for accommodation and the availability of medical care.

If benefits have not yet been paid when the insurance contract expires, the costs of treatment abroad will continue to be reimbursed for a maximum of 90 days.

- 3 **Non-insured events and benefits:** The insurance does not cover:

- 1 treatment planned at the start of the trip or which is foreseeable,
- 2 care provided to persons who are sent abroad temporarily and who pursue a self-employed or employed professional activity,
- 3 care provided to people undergoing training abroad. This excludes language stays, further training courses and seminars lasting up to 3 months each,
- 4 care and measures that are not effective, appropriate or economical,
- 5 surgical interventions to repair or improve physical defects and malformations, as well as complications due to cosmetic treatments,



- 6 dental treatment and alternative medicine not covered by compulsory health insurance under the LAMaI,
- 7 illnesses or accidents while travelling in a country or region that is not recommended by the Federal Department of Foreign Affairs (FDFA). However, if the insured person is surprised by such an event at the place of stay, illnesses and accidents are insured for 14 days after the event first occurs.

15 Vehicle assistance

- 1 **Insured vehicles:** Any privately used motor vehicle driven by an insured person up to max. 3.5 t total weight and a height of max. 3.2 m that is registered in Switzerland or the Principality of Liechtenstein, as well as any licensed trailers that are being towed by this vehicle shall be insured.
- 2 **Insured events:** The following events during an insured trip within the area designation "Europe" according to art. I.2 :
 - 1 **Breakdown:** Breakdown means any sudden and unforeseeable failure of a vehicle insured in accordance with art. I.15.1 as a result of a defect that renders a continuation of the journey to the next workshop impossible or unreasonable on safety grounds. The following events are also considered breakdowns: tyre-related breakdowns, fuel failures (lack of fuel, incorrect fuel, frozen fuel), discharged or faulty batteries (including electric car batteries), breakdowns related to keys (locked in the vehicle, lost, stolen, damaged, frozen locks or doors) and failure of the following safety components: seat belts, windscreen wipers, indicators, headlights, rear lights, lighting, broken windows.
 - 2 **Event covered by fully comprehensive insurance:** An event covered by fully comprehensive insurance means any accident involving the insured vehicle, theft of the insured vehicle, vandalism or damage caused by martens on the insured vehicle as well as damage to the insured vehicle due to fire or natural hazards (according to art. 173 of the Swiss Supervisory Ordinance [AVO]).
 - 3 **Insured benefits:** The following benefits shall be provided by TAS following an insured event in accordance with art. I.15.2 within the area designation "Europe" for vehicles falling under art. I.15.1 as well as for hired vehicles (vehicles falling under art. I.15.1 made available by a third party on a commercial basis, even if registered abroad), unless a third party (e.g. vehicle hire company) is obliged to provide these benefits:
 - 1 Organisation of and covering of the costs relating to the reinstatement of roadworthiness following a breakdown, where this is possible locally;
 - 2 Organisation of and covering of the costs relating to the towing of the vehicle to the nearest suitable workshop;
 - 3 Organisation of and covering of the costs relating to vehicle recovery (returning the vehicle to the road) up to CHF 2'000 per event;
 - 4 TAS may cover the costs of local accommodation (mid-range hotel including breakfast, mid-range hire care, subject to availability) for the duration of repairs up to an overall maximum amount of CHF 1'200 per event, if the vehicle can be returned to a roadworthy condition within 3 working days of the event.
 - 5 Help for organisation and dispatch of spare parts, where the necessary spare parts cannot be procured locally within 3 working days (not including weekends and public holidays). Any storage charges shall be covered up to a total of CHF 250;
 - 6 Covering of additional costs in relation to the homeward or onward journey (1st class rail travel, economy class air travel, mid-range hire car, subject to availability, overnight accommodation in a mid-range hotel including breakfast) up to an overall maximum amount of CHF 1'500 per event, if the vehicle cannot be repaired within 3 working days, as documented by an expert's report;
 - 7 Potential organisation of the return transport for the purpose of repair of an unroadworthy insured vehicle (up to the market value at the relevant time) in Switzerland, if it cannot be returned to a roadworthy condition locally within 3 working days.

Transportation must be approved and organised by TAS in advance. Any storage charges shall be covered up to a total of CHF 250. Any damage arising during the provision of breakdown assistance for or the transportation of the vehicle must

be reported to TAS in writing within no more than 8 calendar days after receipt of the vehicle in Switzerland. TAS cannot be held liable for any losses (cf. Art. I.10). It shall pass on the damage report to the respective service provider;

- 8 After the insured vehicle has been repaired abroad, TAS shall organise a journey by the insured person or a close relative to enable the repaired vehicle to be collected and shall cover the costs, provided that collection occurs within 2 months after the insured event.

If a second private vehicle is used in order to collect the vehicle, a kilometre allowance of CHF 0.50 shall be applied for the respective variable costs relating to that vehicle. TAS reserves the right to alter this rate in line with any changes in fuel prices. Any motorway and tunnel tolls shall also be covered.

Repair work must be documented by an invoice issued by an official workshop. Otherwise, TAS reserves the right to refuse to pay out any benefit and to recover from the insured person any benefits that have already been paid out.

The return or collection of the vehicle in accordance with the above terms may also be organised in the event that the insured person falls ill, is involved in an accident or dies during the trip and no travel companion is able to drive the vehicle;

- 9 Covering of storage fees up to a maximum of CHF 250 and the necessary costs of scrapping the insured vehicle if it is not returned to Switzerland on the grounds that it is damaged beyond repair following an insured event.

The decision as to whether any of the above-mentioned benefits is necessary, as well as its type and time, shall be taken by TAS.

4 Special disclaimers: No insurance cover shall be available for:

- 1 Vehicles with foreign number plates (except those from the Principality of Liechtenstein) and commercial vehicles (e.g. the commercial carriage of persons subject to a licensing requirement);
- 2 Any damage caused when using a vehicle by a driver who does not hold the driving licence prescribed by law. The same shall apply for journeys by learner drivers without the accompaniment prescribed by law, as well as journeys made without the number plates prescribed by law or with invalid number plates;
- 3 The costs of repairs and spare parts;
- 4 Customs duties;
- 5 Any items left in the vehicle;
- 6 The carriage of hazardous loads for the purposes of Swiss road traffic law;
- 7 Damage caused to taxis, driving school vehicles or replacement vehicles provided by a garage;
- 8 Liability of the insured person for the loss of any no claims discount for a vehicle;
- 9 In relation to trips to countries or regions for which travel has been advised against by the Swiss authorities (the Federal Department of Foreign Affairs (FDFA) the Federal Office of Public Health (FOPH), etc.) or the World Health Organization (WHO) prior to departure.

16 Term definitions travel insurance

- 1 **Epidemic:** The rapid development and spread of a contagious disease, usually of infectious origin, among a large number of people. The epidemic is therefore limited to a well-defined region, country or area.
- 2 **Same household:** Persons are living in the same household, provided that they reside in the same residential unit and are domiciled there (in accordance with Article 23 of the Swiss Civil Code).
- 3 **Business trip:** Business trips are trips away from the traveller's usual place of work and accommodation. The reason for the trip is professional and/or the financing/payment of the trip is made by the company for which the traveller works.
- 4 **Serious misconduct:** Serious misconduct occurs when the insured person breaches an elementary rule of prudence, which any reasonable person would have been obliged to observe in the same circumstances (Federal Court ruling).
- 5 **Insolvency:** Insolvency shall include payment default, the filing of a balance sheet in the event of over-indebtedness, bankruptcy or the



cessation of the operations of a service provider due to financial reasons.

- 6 **Illness:** Any impairment of physical, mental or psychological health that is not due to an accident and that requires medical examination or treatment or results in incapacity for work (art. 3 al. 1 LPGA).
- 7 **Close relative:** Close relatives include: family members, a cohabiting partner, a registered partner as well as their children or parents.
- 8 **Natural disasters:** Natural disasters are sudden and unusual natural events for which the people affected are dependent on outside help (e.g. earthquakes, floods, hurricanes, etc.). Regular events, such as heatwaves, fog or exceptional snowfalls, which can lead to the temporary closure of roads or airports, for example, are not considered natural disasters.
- 9 **Public transport:** This term covers public passenger transport, by bus, rail and inland waterway (with a concession) subject to a carriage and fare obligation, which operates on a regular schedule; it also covers scheduled air services. Taxis and hire cars are not considered to be public transport.
- 10 **Pandemic:** Global spread of an epidemic.
- 11 **Road traffic:** Road traffic means traffic on public roads accessible to motor vehicles and subject to the Federal Road Traffic Act or the corresponding foreign laws.
- 12 **Missing person:** A person shall be deemed to be missing if he does not appear at the time when he is expected to return and there is reason to fear that he has been exposed to a direct danger against his wishes, from which he is unable to extract himself without third party assistance. This shall not be deemed to be the case in the event that the insured person voluntarily separated from his travel companion.
- 13 **Insured pets:** The only pets insured are dogs and cats owned by the insured person and kept in the insured person's household.
- 14 **Pre-existing illness:** Any physical or mental illness prior to booking and/or the start of the trip, with the exception of stabilised chronic illnesses and illnesses that do not require a hospital stay or that have not required a significant change in treatment in the 6 months prior to booking or the start of the trip.
- 15 **Domicile:** A person's domicile is the centre of their interests. It is not determined by purely formal characteristics (e.g. arrival and departure declarations to the police, deposit of papers, exercise of voting rights), but by the actual situation as a whole. All elements that influence living conditions from the outside, e.g. the address for the electricity and telephone bill, must therefore be taken into consideration.