

VACANZA

# SUPPLEMENTARY INSURANCE CONDITIONS (SIC) FOR TRAVEL AND HOLIDAY INSURANCE UNDER THE ICA.

Version 2022

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# SUPPLEMENTARY INSURANCE CONDITIONS FOR VACANZA.

In the event of deviations between the different language versions of the following SIC, the German version will be authoritative.

## PART 1: COMMON PROVISIONS

### ART. 1 PURPOSE

VACANZA travel and holiday insurance offers you the following options for cover:

- › Medical expenses and personal assistance in addition to health and accident cover already in effect
- › Cancellation costs before departure
- › Trip curtailment and interruption
- › Lost or damaged luggage
- › Legal protection for trips abroad

Cover is based on the selected insurance modules.

### ART. 2 INSURANCE CARRIERS

The insurance carrier for healthcare and accident cover is SWICA Healthcare Insurance Ltd.

The insurance carrier for cancellation costs, trip curtailment and interruption, and luggage insurance is TAS Versicherungen AG (hereinafter referred to as "TAS").

The insurance carrier for legal protection during trips abroad is Assista Rechtsschutz AG (hereinafter referred to as "Assista").

### ART. 3 INSURED PERSONS

1. The insurance covers the natural persons named in the policy or the Confirmation of Acceptance.
2. Policyholder<sup>1</sup> and the insured persons must have their legal place of residence in Switzerland.

### ART. 4 INSURANCE COVER BY THE WEEK

1. VACANZA cover can be purchased by the week. The minimum term is one week; the maximum term per contract is 26 weeks.
2. Cover begins on the date the applicant specifies, at the earliest after departing from the place of residence (any deviating provisions in cancellation cost insurance still apply).
3. Cover ends upon the policyholder's return to the place of residence, at the latest when the insurance term specified by the applicant ends.
4. The insurance comes into effect if the premium is paid before departure. The Confirmation of Acceptance serves as proof of insurance.
5. There is no age limit for taking out insurance by the week.

<sup>1</sup>The term "policyholder" always also includes both the male and female forms. To enhance readability, this document may at times use only the masculine form, which applies to all gender-specific references.

## ART. 5 TERMINATION

1. The extraordinary right of termination for good cause (particularly if the person terminating the contract faces, in good faith, circumstances that make it reasonable not to continue the agreement) is in effect at all times.
2. The applicable insurance module or the entire contract can be terminated after each claim for which SWICA, TAS and/or Assista pays benefits.
  - a) By the policyholder within 14 days of having been informed of the benefit payment or of a claim being settled under legal protection insurance for trips abroad. Cover ends 14 days after notice of termination reaches SWICA.
  - b) By SWICA at the latest when benefits are paid or, in the event of benefits being paid out under legal protection insurance for trips abroad, when notification is given that the claim has been settled. Cover ends 14 days after notice of termination reaches the policyholder.

## ART. 6 CHANGE OF RESIDENCE TO A LOCATION ABROAD

SWICA must be notified immediately if the place of residence is transferred abroad. A change of residence means the person de-registers with the current authorities. Travel insurance automatically terminates on the de-registration date.

## ART. 7 FAMILY INSURANCE

Family insurance covers the policyholder as well as the following persons who share the same household: spouse or cohabiting partner, registered partner and children. The insurance also covers any of the policyholder's minor children or foster children who do not live in the same household. Minor children or foster children who do not live in the same household and are invited to travel with the policyholder are also covered for the duration of the trip. Two individuals and any children they have count as a family if they live in the same household.

## ART. 8 TEMPORAL AND TERRITORIAL SCOPE

Unless there are any deviating provisions in the General Insurance Conditions for the individual insurance modules, insurance cover is valid in Switzerland and/or abroad. Insurance cover is valid worldwide for stays abroad of less than twelve months.

## ART. 9 SCOPE OF INSURANCE

The contract includes the choice of the following **insurance modules**:

- › Medical expenses and personal assistance
- › Cancellation costs
- › Trip curtailment and interruption
- › Luggage
- › Legal protection abroad

Each of these insurance modules falls under indemnity insurance.

Cover for trip curtailment and interruption, luggage, and legal protection abroad is offered as Supplementary Package 1. Cancellation cost insurance can be included separately as Supplementary Package 2. The following combinations are possible:

### VACANZA ECO

- › Medical expenses and personal assistance

### VACANZA COMFORT

- › Medical expenses and personal assistance
- › Supplementary Package 1 and/or Supplementary Package 2

### VACANZA TOP

- › Supplementary Package 1 and/or Supplementary Package 2

## ART. 10 GENERAL BENEFIT EXCLUSIONS

Insurance cover does not include:

- › Benefits for travel incidents in countries or regions for which the Swiss authorities (the Swiss Federal Office of Public Health [FOPH] and the Swiss Federal Department of Foreign Affairs [FDFA]) or the World Health Organisation [WHO]) had issued travel warnings up to the time of booking;
- › trips and activities carried out regularly or habitually (e.g. commuting to work, going shopping, doing sports) do not count as travel;
- › inconveniences for the insured person (lost time, lost earnings) in connection with a claim.

## ART. 11 CONTACT ADDRESS

For medical emergencies abroad, please call the santé24 telemedicine helpline on +41 44 404 86 86. For questions about insurance cover, claims and all other insurance matters, please contact your local agency. You will find the contact details on your policy or in the Confirmation of Acceptance. SWICA accepts notifications regarding claims and forwards them to the relevant insurance carrier for the respective module. Electronic claim forms are available on the SWICA website.

## **ART. 12 DEFINITION OF TERMS**

1. Close relatives: This term includes close relatives, cohabiting partners, registered partners and their children and parents.
2. Serious illness/serious accident: This term refers to cases that lead to incapacity for work or travel.

## **ART. 13 DATA PROTECTION**

**SWICA, TAS Versicherungen AG and Assista Rechtsschutz AG process** the data necessary to manage the contractually agreed benefits. The relevant service provider is responsible for processing personal data.

### **Data processing by SWICA**

SWICA processes data in accordance with the General Insurance Conditions (GIC) under the VVG of SWICA Healthcare Insurance Ltd to ensure proper contract management and benefit administration.

### **Data processing by TAS Versicherungen AG and by Assista Rechtsschutz AG**

1. TAS Versicherungen AG and Assista Rechtsschutz AG (hereinafter referred to as "Insurers") mainly process the following personal data: contract data (addresses, contact details, payment data, etc.) and claims data (circumstances, place of occurrence, medical data, etc.).
2. The data is stored physically and/or electronically. Data is stored for as long as the purpose, legal basis, and other legitimate reasons justify doing so. In particular, any business-related data must be kept for a minimum of ten years after the contractual relationship ends or the claim has been settled.
3. The data is used for concluding and managing the contract and for processing claims. For this purpose, the service providers are entitled, insofar as necessary and useful, to exchange data among themselves and to forward it to third parties (e.g. co-insurers and reinsurers, official bodies, hospitals, doctors, airlines, automobile clubs abroad, towing services, partners, intermediaries) in Switzerland and abroad. The service providers are also authorised to collect such data from third parties. Furthermore, the data is processed for marketing purposes, risk management, underwriting and statistical evaluations, and is shared among service providers.
4. Insured persons can object to having their personal data used for marketing purposes at any time. Such objections have no effect on the contract.

5. Incoming and outgoing phone calls may be recorded to provide efficient assistance, assure quality (training purposes) and gather evidence.
6. For questions about data protection and asserting your rights in connection with data access, correction and deletion, please contact  
TAS Versicherungen AG,  
P.O. Box 820, 1214 Vernier (Geneva)  
or  
Assista Rechtsschutz AG,  
P.O. Box 820, 1214 Vernier (Geneva).

## **ART. 14 WHAT HAPPENS IN CASE OF A LIABLE PARTY OR THIRD-PARTY SERVICE PROVIDER?**

Unless otherwise laid out in the Special Provisions below, the relevant Insurers do not provide cover under these SC if third parties are liable, in which case the Insurers' benefit obligations under these SC are limited to amounts for which such third parties are not or only partially liable. If the third party is partially liable for benefits, the relevant Insurers pay benefits up to an amount that does not over-compensate the insured person.

## **ART. 15 SANCTIONS**

No insurance cover is granted if contractual performance violates statutory business, trade or financial sanctions.

## **ART. 16 APPLICABLE LAW AND PLACE OF JURISDICTION**

1. This contract is subject to Swiss substantive law, to the exclusion of the Vienna Sales Convention, private international law and other conflict-of-law rules.
2. Disputes arising from this contract must be brought before the courts at the Swiss place of residence of the policyholder or beneficiary or at the registered office of the companies.

## **PART 2: SPECIAL PROVISIONS FOR MEDICAL EXPENSES AND PERSONAL ASSISTANCE INSURANCE**

### **ART. 1 INSURANCE CARRIER**

The insurance carrier is SWICA Healthcare Insurance Ltd (hereinafter referred to as "SWICA") with its registered office in Winterthur.

### **ART. 2 LEGAL BASIS**

The General Insurance Conditions (GIC) under the VVG (hereinafter referred to as "SWICA GIC under the VVG") of SWICA Healthcare Insurance Ltd that are valid when the contract is purchased apply to healthcare and accident cover from SWICA, unless the module in question is subject to special separate provisions. The current SWICA GIC under the ICA can be accessed on the SWICA website at any time.

SWICA Customer Service can provide policyholders with a copy of the SWICA GIC under the ICA at any time.

SWICA offers supplementary cover in accordance with the SWICA GIC under the ICA to provide additional protection during trips abroad in accordance with the insurance contracts act (ICA).

### **ART. 3 PURPOSE**

VACANZA travel and holiday insurance covers the additional costs that are not covered under compulsory health or accident insurance for care benefits in the event of an illness or accident that occurs during a trip abroad or other temporary stays abroad.

### **ART. 4 SCOPE OF COVER**

1. The insurance covers the following costs incurred from illness or accidents that are not otherwise covered:
  - › Outpatient treatment (doctor's visits, hospitalisation, medically prescribed medicines, lab tests, etc.)
  - › Stays at a treatment centre (care and board)
  - › Medically necessary rescue, recovery, and emergency transport to the nearest doctor or hospital
  - › Medically necessary transfers and repatriation, including decedents, to Switzerland
  - › The cost of the journey back for a close relative of the insured person so that this person can accompany the insured person on the journey back
  - › If returning home or continuing the trip is not possible due to medical reasons, the cost of food and accommodation, as well as any rebooking fees and costs of extending arrangements (including for travel and/or transport), is covered up to a maximum of 10 000 francs per insured person.
2. The insured person must make all arrangements exclusively through santé24. SWICA covers the services that santé24 commissions under its VACANZA insurance and any other SWICA policies that are in effect.
3. In every case, the benefits that SWICA covers under its VACANZA insurance are paid only after all social insurance and any third-party benefits have been settled. If additional private policies in accordance with the ICA are in effect, SWICA's benefits to cover the loss are prorated to the total sum insured from all the cover that is in effect.
4. The insured person is not permitted to earn a profit through VACANZA and is reimbursed only for actual verified costs.

### **ART. 5 SUMS INSURED**

1. The insured person has the following options when taking out insurance cover by the week:
  - › Sum insured 50 000 francs
  - › Sum insured 100 000 francs
  - › Sum insured 150 000 francs
2. If family insurance cover by the week is purchased, the sum insured applies per contract and not per person.

### **ART. 6 BENEFIT RESTRICTIONS**

If family insurance cover by the week is purchased, cover applies only up to the selected sum insured.

## **ART. 7 BENEFIT DEDUCTIONS**

1. If SWICA is not providing any cover for compulsory health insurance or for accident insurance, any benefits that would have been due under such cover are deducted from the benefits due under VACANZA.
2. The costs that VACANZA covers do not require any co-payment. However, the insurance does not cover statutory co-payments that apply under compulsory health insurance.

## **ART. 8 BENEFIT PERIOD**

1. VACANZA pays benefits only for as long as the person cannot be brought back to Switzerland due to medical reasons.
2. In the case of insurance cover by the week, benefits for illnesses and accidents abroad within the agreed insurance period are covered for up to 90 days beyond this period.

## **ART. 9 BENEFIT EXCLUSION**

1. Supplementing the exclusion criteria laid out in Art. 8 of the SWICA GIC under the ICA, there is no entitlement to benefits from VACANZA in connection with:
  - › Illnesses, accidents and consequences thereof that already existed before the trip began and which, based on an expert medical opinion, would have been grounds for the person being unfit to travel
  - › If the purpose of the trip is to receive treatment for illnesses, accidents or the consequences thereof
  - › For births or abortions abroad for reasons unrelated to a medical emergency
2. The insurance does not cover costs arising when insured persons participate in hazardous activities as defined by the Swiss Federal Accident Insurance Act (UVG) or commit grossly negligent acts.
3. The insurance does not cover the cost of dental treatment resulting from illness.
4. VACANZA does not cover the cost of stays in homes, nursing homes, care centres and rehabilitation centres.
5. SWICA does not cover the cost of transport, repatriation or personal support that santé24 did not organise, order or carry out.
6. The insurance does not cover business travel and stays abroad on behalf of a company.

## **ART. 10 NOTIFICATION OBLIGATION**

SWICA or santé24 must be notified immediately – or as soon as the insured person is able to do so, no later than 30 days from when the treatment begins – in writing or by phone about any illness or accident that is likely to result in VACANZA having to pay out benefits. Otherwise, entitlement to benefits starts on the date of the notification.

## **ART. 11 BILLING PROCEDURE**

1. The insured person is responsible for paying invoices. For reimbursement requests, the insured person must send SWICA detailed original invoices along with confirmation of payment within 24 months of when the insured event occurred. Physical and digital copies of the original invoice are deemed equivalent to the original invoice. In the absence of information about rates or treatment, SWICA can set the rates in accordance with customary local practice. SWICA will only reimburse the insured person or a legal representative of the insured person.
2. The reimbursement request must be submitted no later than 24 months after the insured event occurred. For the reimbursement request, the insured person must provide SWICA with the original invoice in German, French, Italian, Spanish or English; in some cases, the invoice may need to be translated into one of the four national languages of Switzerland at the insured person's expense.
3. SWICA accepts only the original invoices of foreign providers, whereby the various charges must be clearly stated and include the necessary medical details.
4. Foreign currencies are converted into Swiss francs at the exchange rate in effect on the date of the service provider's invoice.

## **ART. 12 COVER NOTE FOR A HOSPITAL STAY ABROAD**

SWICA does not issue cover notes for hospital stays abroad but instead will settle the matter with the insured person.

## **ART. 13 DUTIES AND OBLIGATIONS IN THE EVENT OF A CLAIM**

1. The insured person must inform SWICA immediately (contact details as per insurance confirmation) about any loss event.
2. Insured persons must do their utmost to prevent loss events, help minimise further damage and clarify the causes of the damage afterwards.
3. SWICA must be provided immediately with any information or necessary documents it requests.
4. If the insured person has culpably breached this notification obligation, SWICA is entitled to reduce compensation to the amount that would have been payable had notification been given at the appropriate time.



5. SWICA is not bound by this insurance contract if the insured person has failed to provide immediate notification with the intention of preventing SWICA from promptly ascertaining the circumstances in which the feared event occurred.

## **PART 3: SPECIAL PROVISIONS FOR CANCELLATIONS BEFORE DEPARTURE**

### **ART. 1 INSURANCE CARRIER**

The insurance carrier is TAS Versicherungen AG (hereinafter referred to as "TAS") with its registered office in Vernier (Canton of Geneva).

### **ART. 2 INSURED TRIPS**

The insurance covers private trips in Switzerland and abroad, including day trips. If the insured person travels within Switzerland, the insurance is valid only for trips where the place of residence and the destination are more than 50 km apart or that involve at least one overnight stay.

The insurance covers the following travel components:

- › 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.

### **ART. 3 PREREQUISITES FOR ENTITLEMENT TO BENEFITS**

Cancellation costs are reimbursed in accordance with a legally valid written contract with:

- › an accommodation provider;
- › a travel or transport company;
- › a hirer;
- › an organiser of courses or seminars (for private further education);
- › a licensed and professional tour, hiking or boat guide;
- › an event organiser, e.g. for concerts, theatre performances and sports events;
- › a theme park operator.

### **ART. 4 INSURED EVENTS**

The insured person is entitled to benefits if

1. the insured person or a travel companion faces one of the following:
  - › a serious illness or a serious accident that results in medically confirmed incapacity for travel
  - › an unexpected exacerbation of a medically confirmed chronic condition
  - › death
  - › unemployment, insofar as this was not known when the trip was booked
  - › unforeseen start of 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
  - › the insured person is unable to start the trip or the trip is delayed due to unanticipated service in the Swiss Army, Swiss Civilian Service or Swiss Civil Protection
2. a close relative of the insured person or of a travel companion experiences one of the following events that necessitates the continued presence of the insured person or travel companion:
  - › a serious illness or a serious accident
  - › an unexpected exacerbation of a medically confirmed chronic condition
  - › death
3. the insured person's property at the place of residence is seriously damaged by theft, fire, water or a natural hazard (flooding, floodwater, storm [winds of 75 km/h and more], hail, avalanche, snow pressure, rockslide, falling rocks, landslide) thus 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. the insured person is prevented from starting the trip as planned due to a verifiable delay in or cancellation of public transport 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 in Switzerland;
6. the vehicle shown on the ticket for the car train or car ferry fails due to an accident or a breakdown on the departure day while directly en route to the passenger train or ferry port;

7. a strike, terrorist attack, natural disaster or natural hazard (flooding, floodwater, storm [winds of 75 km/h and more], hail, avalanche, snow pressure, rockslide, falling rocks, landslide) at the destination make it impossible to travel there or would endanger the insured person's life.

#### **ART. 5 INSURED BENEFITS**

If an insured trip cannot begin because an insured event occurs after it has been booked, TAS will pay the share of the costs incurred by the policyholder and any co-insured persons as defined in Part 1 Art. 7 as follows:

- either the cancellation costs contractually owed on the day that the insured event first occurs;
- 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;

with a maximum of 30 000 francs per event for individual insurance or 50 000 francs per event for family insurance. The aforementioned costs are reimbursed if no insured person or third party is able to use the insured trip.

The cost of passes for repeated use (e.g. season tickets, ski passes) is 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.

#### **ART. 6 DEDUCTIBLE**

The insured person must pay a 200 francs deductible per event.

#### **ART. 7 SUBSIDIARITY**

If another insurer covers the loss or if a third party is liable for the insured benefits (due to fault, by law, or under the contract) then the insurance only covers the amount not covered by the other insurer and up to a maximum of the insured sum. Any benefits that TAS pays out under these provisions are in the form of an advance payment. The insured person must transfer claims against a third party to TAS or pass on any payments received from third parties to TAS.

#### **ART. 8 LIABILITY EXCLUSION OF THIRD-PARTY SERVICES**

TAS's services also include arrangements for assistance by third parties. TAS cannot be held liable for the service quality of third parties nor for any loss that may result.

#### **ART. 9 SPECIAL BENEFIT EXCLUSIONS**

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. Amounts the insured person has paid for persons not covered under the contract (e.g. invitations to a trip, hotel stays, the non-insured person's further travel or return home);
3. If the organiser, tour operator, travel agent, service company, hirer or travel companion cancels or changes an insured trip or interrupts or ceases its activities;
4. 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;
5. If the insured travel or event tickets have been partially used;
6. Events resulting from epidemics or pandemics and from protective measures to prevent or eliminate them (e.g. border closures, entry restrictions).

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).

In every case, incapacity for travel must be verified via a medical certificate that must be obtained immediately. Medical certificates that are issued retrospectively are not recognised. Employers can also be asked to confirm an employee's absence.

#### **ART. 10 COSTS NOT COVERED**

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

- 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;
- Cost in connection with the insured person's stays in a second home or at a time-share property (various persons using one property over different time periods), rent for accommodation lasting more than three months, as well as trips by private jet;
- Costs from delayed or cancelled private transport to an airport or railway station;
- Costs incurred in connection with financial transactions, visas and vaccinations;
- Premiums for insurance purchased elsewhere in connection with the trip in question.

## ART. 11 PROCEDURE IN THE EVENT OF A CLAIM

SWICA accepts notifications regarding claims and forwards them to TAS Versicherungen AG. Electronic claim forms are available on the SWICA website.

Insured persons must inform their relevant SWICA agency and the contracting party (e.g. tour operator, travel agency, airline, hirer, lessor, hotel, etc.) as soon as it becomes apparent that circumstances are making or could make it necessary to cancel a trip.

In case of illness or accident, insured persons must immediately inform their doctor about any planned trips and events and ask this doctor to confirm incapacity for going on trips that have already been booked (travel dates, travel route, destination, means of transport) or incapacity for participating in the event.

The reimbursement request must include all supporting documents for the event that justified the cancellation and all receipts for costs the insured person incurred, in particular:

- › the original versions of medical certificates, cancellation cost invoices, confirmation of retained cancellation costs, unused plane tickets, and any fully invoiced tickets for public transport and events;
- › copies of the booking contract or invoice/confirmation, rental contract, general conditions (including cancellation clause), and partially used tickets for public transport.

The insured person must cover the cost of obtaining these documents. Further supporting documents may be requested, depending on the event.

Insured persons must do their utmost to prevent loss events, help minimise further damage and clarify the causes of the damage afterwards.

## ART. 12 BREACH OF OBLIGATIONS

If through negligence the insured person breaches contractual or statutory obligations, such as the duty to notify and cooperate, TAS can reduce or refuse its benefits.

## PART 4: SPECIAL PROVISIONS FOR TRIP CURTAILMENT OR INTERRUPTION

### ART. 1 INSURANCE CARRIER

The insurance carrier is TAS Versicherungen AG (hereinafter referred to as "TAS") with its registered office in Vernier (Canton of Geneva).

### ART. 2 INSURED TRIPS

The insurance covers private trips in Switzerland and abroad that include at least one overnight stay.

Cover applies to the following travel components:

- › holiday arrangements;
- › hotel stays;
- › holiday accommodation rentals;
- › combined language and holiday stays, internships and further education stays that the insured person finances;
- › 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 attending cultural events and amusement parks as well as for joining and participating in sporting events.

### ART. 3 INSURED EVENTS

Insured persons are entitled to benefits if:

- › an insured person has a serious illness or accident that results in medically confirmed incapacity for travel and prevents the individual from continuing the trip;
- › an insured person's travel companion has a serious illness or serious accident that results in medically confirmed incapacity for travel and the insured person cannot reasonably be expected to continue the trip alone;
- › a close relative has a serious illness or accident that requires the insured person's presence;
- › during the trip there is significant material damage to the insured person's belongings at the place of residence that requires the individual's immediate presence. The insurance also covers loss at the travel companion's place of residence that prevents the insured person, within reason, from continuing the trip alone;
- › there are strikes, terrorist attacks, natural disasters or natural hazards (flooding, floodwater, storm [winds of 75 km/h and more], hail, avalanche, snow pressure, rockslide, falling rocks, landslide) along the travel route that make it verifiably impossible to continue the journey or that specifically endanger the insured person's life and property.

#### **ART. 4 INSURED BENEFITS**

1. Costs of the unused portion of the stay if the trip is curtailed:

The insurance covers the costs for the remaining part of the stay that a third party does not refund, up to 30 000 francs per event under individual insurance or 50 000 francs per event under family insurance.

2. Costs of a repeat trip:

The insurance contributes towards or covers the cost, up to 10 000 francs, of repeat trips as a follow-up benefit for trips that are curtailed because of an insured event as defined in Part 4 Art. 3. Insured persons will receive the value of the originally booked travel arrangement up to 10 000 francs when they present confirmation of the repeat trip's booking.

Unused services from the original trip and reimbursements for the unused portions of the stay (Part 4 Art. 4 No. 1) are offset against the claim.

#### **ART. 5 SUBSIDIARITY**

If another insurer covers the loss or if a third party is liable for the insured benefits (due to fault, by law, or under the contract) then the insurance only covers the amount not covered by the other insurer and up to a maximum of the insured sum. Any benefits that TAS pays out under these provisions shall be in the form of an advance payment. The insured person must transfer claims against the third party to TAS or pass on any payments received from third parties to TAS.

#### **ART. 6 LIABILITY EXCLUSION OF THIRD-PARTY SERVICES**

TAS's services also include arrangements for assistance by third parties. TAS cannot be held liable for the service quality of third parties nor for any loss that may result.

#### **ART. 7 SPECIAL BENEFIT EXCLUSIONS**

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. Amounts the insured person has paid for persons not covered under the contract (e.g. invitations to a trip, hotel stays, the non-insured person's further travel or return home);
3. If the organiser, tour operator, travel agent, service company, hirer or travel companion cancels or changes an insured trip or interrupts or ceases its business activities;
4. 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;
5. If the insured travel or event tickets have been partially used;
6. Events as a result of epidemics or pandemics and from protective measures to prevent or eliminate them (e.g. border closures, entry restrictions).

#### **ART. 8 COSTS NOT COVERED**

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

- › costs from travel or transport companies, hirers or course and seminar organisers that cancel their activities because of an insured event, insofar as the company in question is obliged to cover the loss on legal grounds;
- › costs in connection with the insured person's stays in a second home or at a time-share property (various persons using one property over different periods), the rent for accommodation lasting longer than three months, as well as trips by private jet;
- › costs incurred in connection with financial transactions, visas and vaccinations;
- › premiums for insurance purchased elsewhere regarding the trip in question.

## **ART. 9 PROCEDURE IN THE EVENT OF A CLAIM**

SWICA accepts notifications regarding claims and forwards them to TAS Versicherungen AG. Electronic claim forms are available on the SWICA website.

The insured person must inform TAS's claims service and the contracting party (e.g. tour operator, travel agency, airline, hirer, lessor, hotel, etc.) as soon as it becomes apparent that circumstances are making or could make it necessary to curtail or cancel a trip.

In case of an illness or accident, the insured person must consult a doctor immediately so that the doctor can certify the individual's incapacity for travel and continuing the booked trip.

The request for reimbursement must include all receipts for the event that justified curtailment or cancellation of the trip and receipts for the costs the insured person incurred, in particular:

- › the original versions of medical certificates, cancellation cost invoices, confirmation of retained cancellation costs, unused plane tickets, and any fully invoiced tickets for public transport and events;
- › copies of the booking contract or invoice/confirmation, rental contract, general conditions (including cancellation clause), and partially used tickets for public transport.

The insured person must cover the cost of obtaining these documents. Further supporting documents can be required, depending on the event.

Insured persons must do their utmost to prevent loss events, help minimise further damage and clarify the causes of the damage afterwards.

## **ART. 10 BREACH OF OBLIGATIONS**

If through negligence the insured person breaches contractual or statutory obligations, such as the duty to notify and cooperate, TAS can reduce or refuse its benefits.

## **PART 5: SPECIAL PROVISIONS FOR LUGGAGE INSURANCE**

### **ART. 1 INSURANCE CARRIER**

The insurance carrier is TAS Versicherungen AG (hereinafter referred to as "TAS") with its registered office in Vernier (Canton of Geneva).

### **ART. 2 INSURED TRIPS**

The insurance covers trips in Switzerland and abroad. If the insured person travels within Switzerland, the insurance is valid only for trips where the place of residence and the destination are more than 50 km apart or that involve at least one overnight stay.

### **ART. 3 INSURED ITEMS**

The insurance covers items of personal use that are carried in the insured person's luggage (suitcase, bag, etc.) during the trip or that are entrusted to a transport company.

### **ART. 4 INSURED EVENTS**

The insurance covers sudden, unforeseen damage to or loss of luggage through

- › theft or robbery;
- › accidents involving a means of transport;
- › natural disasters or natural hazards (flooding, floodwater, storm [winds of 75 km/h and more], hail, avalanche, snow pressure, rockslide, falling rocks, landslide);
- › transport companies;
- › a luggage storage service provider as well as late delivery by a transport company entrusted with forwarding the item.

### **ART. 5 INSURED BENEFITS**

The insurance covers the item's replacement value at the time of the loss up to 2 000 francs for:

- › replacing the insured items in case of loss and total loss;
- › repair costs in case of damage;
- › the effective cost of replacing the insured person's personal documents that are indispensable for the trip (passport, identity card, driving licence, transport tickets).

If luggage delivery is delayed, the costs of essential replacement purchases are reimbursed up to 500 francs per event.

#### **ART. 6 DEDUCTIBLE**

The insured person must pay a deductible of 200 francs per event. This does not apply if luggage delivery is delayed.

#### **ART. 7 SUBSIDIARITY**

If another insurer covers the loss or if a third party is liable for the insured benefits (due to fault, by law, or under the contract) then the insurance only covers the amount not covered by the other insurer and up to a maximum of the insured sum. Any benefits that TAS pays out under these provisions are in the form of an advance payment. The insured person must transfer claims against the third party to TAS or pass on any payments received from third parties to TAS.

#### **ART. 8 LIABILITY EXCLUSION OF THIRD-PARTY SERVICES**

TAS's services also include arrangements for assistance by third parties. TAS cannot be held liable for the service quality of third parties nor for any loss that may result.

#### **ART. 9 SPECIAL BENEFIT EXCLUSIONS**

The insurance does not cover:

- a) loss for which the insured person is personally responsible (items that are misplaced, lost, left lying around, left in a generally accessible place outside the individual's direct personal sphere of influence);
- b) damage from wear and tear;
- c) damage from defective packaging;
- d) cash, cheques, cheque cards, credit cards, phone cards, securities, watches, jewellery;
- e) mobile phones, tablets, laptops in luggage entrusted to the transport company;
- f) works of art, dental gold, prostheses of any kind;
- g) firearms of any kind, including accessories;
- h) loss in connection with official orders (e.g. items that customs officials confiscate and destroy for security reasons);
- i) compensation for which the travel and transport company is liable.

#### **ART. 10 PROCEDURE IN THE EVENT OF A CLAIM**

SWICA accepts notifications regarding claims and forwards them to TAS Versicherungen AG. Electronic claim forms are available on the SWICA website.

The insured person who suffers a loss must:

1. ask the transport company, accommodation provider, police or responsible third party to assess and certify the causes and extent of the loss (ascertainment of facts);
2. ask the transport company to certify the luggage's delayed delivery. The insured person must take the steps necessary to recover any lost luggage. If items are lost or damaged during transport, the insured person must request compensation from the transport company;
3. provide evidence that the applicable statutory and private insurance have refused to cover all or part of the loss;
4. submit the necessary receipts for the event causing the loss and for the costs:
  - The original of the factual report;
  - receipts or sale confirmations for the lost or damaged items;
  - certification that the luggage was delivered late;
  - invoices for replacement purchases on site.

Insured persons must do their utmost to prevent loss events, help minimise further damage and clarify the causes of the damage afterwards.

#### **ART. 11 BREACH OF OBLIGATIONS**

If through negligence the insured person breaches contractual or statutory obligations, such as the duty to notify and cooperate, TAS can reduce or refuse its benefits.



## PART 6: SPECIAL PROVISIONS FOR LEGAL PROTECTION IN CONNECTION WITH TRIPS ABROAD

### ART. 1 INSURANCE CARRIER

The insurance carrier is Assista Rechtsschutz AG (hereinafter "Assista") with its registered office in Vernier (Canton of Geneva).

### ART. 2 INSURED TRIPS

The insurance covers private trips abroad, including day trips.

### ART. 3 INSURED CAPACITIES

Insured persons are covered in their capacity as:

- a) Drivers of registered private road vehicles or privately used watercraft;
- b) owners or keepers of private road vehicles that are registered in their name in Switzerland;
- c) people doing sport, pedestrians, cyclists and users of vehicle-like devices in road traffic that they propel exclusively with their own physical strength, such as inline skates, skateboards and scooters;
- d) passengers on all means of transport;
- e) parties to a contractual relationship covered under this insurance;
- f) holders of a licence recognised in Switzerland for road vehicles or for private ships.

### ART. 4 TEMPORAL SCOPE

The insurance covers legal cases whose defining event falls within the validity period of the insurance contract, provided that the case is reported no later than twelve months after the contract ends.

The defining date of a legal dispute is generally the first need for legal assistance. Disputes in accordance with Part 6 Art. 6 are covered only if the need arises during the contract's validity period and could not have been objectively foreseen before the contract came into effect. In disputes under the law of damages and insurance law, the need for legal assistance is objectively foreseeable from the date of the loss event; in criminal and administrative proceedings, it is objectively foreseeable from the date of the alleged or actual breach of a legal provision; in contract law, it is objectively foreseeable from the date of the alleged or actual breach of a contractual obligation.

### ART. 5 TERRITORIAL SCOPE

The insurance is valid worldwide, except as laid out in Part 6, Art. 6, Nos. 4 a) and e). The sum insured in accordance with Part 6 Art. 7, No. 2 differs depending on the local area of application. The allocation decision is based on the legal case's place of jurisdiction, applicable law and enforceability of the judgement.

- a) The "EU/EFTA/GB" scope of territorial validity comprises the member states of the European Union, the territory of the European Free Trade Association, and the United Kingdom of Great Britain and Northern Ireland. The scope of territorial validity includes Switzerland and the Principality of Liechtenstein.
- b) The scope of territorial validity "outside EU/EFTA/GB" includes countries outside EU/EFTA/GB.

### ART. 6 INSURED EVENTS

1. Law of damages:  
Assertion of non-contractual claims for damages that the insured person files in connection with loss arising from an accident, an assault involving bodily injury, or a robbery or theft for which a third party is solely non-contractually liable.
2. Insurance law:  
Disputes involving the insured person concerning claims under Swiss private and social insurance law as a result of an insured event pursuant to Part 6 Art. 6 No. 1 (accident, assault with bodily injury, robbery or theft).
3. Criminal and administrative proceedings:
  - ▶ Defending the insured person in criminal and administrative proceedings brought against this individual for negligently committed violations of road or water transport law or another criminal code, provided the violation relates directly to a traffic or sports accident (excluding sports events).
  - ▶ Involving the insured person as a civil claimant to exercise the individual's rights, provided that such intervention is necessary to claim damages, and satisfaction in regard to serious bodily injury resulting from a covered event.
  - ▶ If the insured person is accused of an intentional criminal offence, Assista pays benefits retroactively only if the insured person has been fully acquitted by a legally binding decision, all proceedings on the intentional offence have ended in a legally binding manner, or the presence of a self-defence or emergency situation has been established. The discontinuation or acquittal may not be connected to any payment to the plaintiff or a third party.

#### 4. Contract law:

Disputes arising from any of the following contracts an insured person enters into in connection with or during an insured trip:

- a) Package trips, provided that the place of jurisdiction is in Switzerland or in one of Switzerland's neighbouring countries (Principality of Liechtenstein, Germany, Austria, Italy or France), the law of that country applies and the judgement can be enforced there;
- b) rental of holiday accommodation (for a maximum of three months), including camping sites;
- c) accommodation;
- d) transport of persons;
- e) language stay abroad of up to six months, provided the place of jurisdiction is in Switzerland, Swiss law applies and the judgement can be enforced in Switzerland;
- f) renting or borrowing a private vehicle registered for road use;
- g) renting or borrowing a watercraft that is used privately;
- h) transport of the private vehicle registered for road use;
- i) repair following a breakdown or accident of a private vehicle that is registered in the insured person's name in Switzerland.

### **ART. 7 INSURED BENEFITS**

If several disputes arise from the same insured event, they are jointly considered to be one legal case.

#### 1. Internal services:

In cases involving internal services, the lawyers and legal experts working for Assista advise insured persons and protect their interests in an insured case. Assista covers the internal costs incurred.

#### 2. External services:

Assista covers the following costs per insured legal case, up to 300 000 francs in EU/EFTA/GB in accordance with Part 6 Art. 5 a) and up to 50 000 francs outside EU/EFTA/GB in accordance with Part 6 Art. 5 b):

- a) pre-litigation and procedural lawyer's fees for the required service;
- b) the costs of expert opinions and analyses arranged with the agreement of Assista or the court;
- c) court and procedural fees imposed on the insured person;
- d) litigation compensation to the opposing party imposed on the insured person; the legal costs and compensation for lawyers' fees awarded to the insured person are to be paid to Assista up to the amount in benefits it provides;
- e) the insured person's travel expenses if a court summons this individual as the accused or as a party to the proceedings, insofar as these costs (public transport rate) exceed 100 francs. In case of a summons abroad, the costs are covered up to 5 000 francs per event, provided that this has been agreed in advance with Assista and the person's presence is required;
- f) the necessary translation and certification costs that are arranged in agreement with Assista or by a court or an authority;
- g) the cost of collecting the claims awarded to the insured person from a covered legal case up to 5 000 francs per event, up to the existence of a provisional or definitive writ of attachment or a threat of bankruptcy;
- h) the costs of mediation proceedings in agreement with Assista;
- i) criminal bail to avoid pre-trial detention; Assista provides such amounts only in the form of an advance that must be repaid.



## ART. 8 BENEFIT REDUCTION

In the case of insured persons involved in a legal case due to a grossly negligent act, Assista reserves the right to reduce its benefits in proportion to the degree to which such persons are at fault.

## ART. 9 COSTS NOT COVERED

The insurance also does not cover the following costs, even in connection with covered legal cases:

- a) Damages and satisfaction;
- b) amounts that a liable party or a liability insurer is obliged to pay;
- c) fines imposed upon the insured person;
- d) the cost of blood analyses or similar tests and of medical examinations as part of a criminal investigation or that an administrative authority orders;
- e) the cost of traffic instruction that an administrative or judicial authority orders;
- f) exchange rate or currency losses arising from amounts in compensation or guarantees.

## ART. 10 SUBSIDIARITY

The insurance covers only the amount exceeding the sum insured with another legal protection provider or a third party that is also liable (due to fault, by law, or under the contract) for the legal case. Any benefits that Assista pays out based on these provisions are in the form of an advance payment. The insured person must transfer claims against the third party to Assista or pass on amounts received from third parties to Assista.

**Example:** Another legal protection insurance plan also covers a legal case up to a sum insured of 100 000 francs. Assista covers the same legal case for a sum insured of 300 000 francs. Assista will pay the necessary costs above 100 000 francs, up to 300 000 francs.

If an insurer also provides only subsidiary cover, Assista prorates its sum insured to the total amount of the sums insured.

## ART. 11 SPECIAL BENEFIT EXCLUSIONS

Legal protection is not granted in the cases laid out in Part 1 Art. 10 (General benefit exclusions) and in the case of

- › events not insured in accordance with Part 6 Art. 6;
- › defence of liability claims that third parties bring against the insured person;
- › disputes in connection with the insured person's full-time or part-time employment of any sort;
- › disputes involving the insured person in a capacity as a professional athlete or coach;
- › disputes arising from contracts for part-time use of real estate (time-share);
- › disputes in connection with participation in races, rallies or similar competitions as well as in training runs at training facilities;
- › safeguarding the insured person's interests as the driver of a vehicle if, at the time of the event, the individual did not have the required driving licence or the licence had been revoked;
- › disputes in connection with a motor vehicle or watercraft that a court or the authorities seized or confiscated;
- › disputes involving the insured person in connection with crimes and other intentional offences, intentional violation or attempted violation of administrative and criminal provisions;
- › disputes involving the insured person as a participant in fights or brawls;
- › disputes in connection with epidemics, pandemics, events of war, riots, strikes, unrest of all kinds, earthquakes, volcanic eruptions, other natural disasters as well as a change in nuclear structure and nuclear accidents;
- › disputes in connection with a country's withdrawal from an international or supranational organisation;
- › proceedings before international and supranational courts;
- › disputes in connection with debt collection;
- › disputes in connection with claims and liabilities assigned to the insured person or passed on to the insured person as a result of inheritance law;
- › disputes between persons insured under the same insurance contract, except for the representation of the legal interests of the policyholder;
- › disputes by an insured person against Assista as well as against lawyers, experts or other specialists that Assista mandates. The insurance also does not cover disputes against a lawyer or expert that the insured person mandates;
- › Claims for damages and satisfaction, criminal or administrative proceedings or similar proceedings in connection with the aforementioned exclusions.

## **ART. 12 PROCEDURE FOR REQUESTING LEGAL PROTECTION**

1. Registering and processing a legal case:  
SWICA accepts notifications regarding legal cases and forwards them to Assista Rechtsschutz AG. Electronic forms for registering legal cases are available on the SWICA website.  
The insured person must register the legal case for which benefits are being claimed from Assista as soon as possible.  
Assista informs insured persons about their rights and initiates all necessary measures to defend their interests.  
If a lawyer has been mandated, legal action has been taken or an objection has been lodged before Assista has given its consent, Assista can refuse to cover all of the costs.
2. Participation of the insured person:  
The insured person must provide Assista with all necessary information and powers of attorney and hand over all available documents and evidence in accordance with Art. 39 of the ICA.  
The insured person is not permitted to intervene in any way while Assista is conducting its negotiations. In particular, the insured person is not permitted to issue any mandate, initiate any legal steps or legal proceedings, nor reach any settlements.
3. Breach of obligations:  
If through negligence the insured person breaches contractual or statutory obligations, such as the duty to notify and cooperate, Assista can reduce or refuse its benefits. In particular if the duty to cooperate pursuant to Part 6 Art. 12 No. 2 is violated, Assista gives the insured person a reasonable deadline for meeting this obligation under threat of excluding cover in the event of non-compliance.

4. Retaining a lawyer:  
If it becomes necessary to retain a lawyer to protect the interests of the insured person, Assista will recommend a lawyer from its network. Alternatively, the insured person can, with Assista's permission, choose another lawyer at the insured person's location. If Assista rejects this choice, the insured person can suggest three other lawyers, one of which must be accepted. The three suggested lawyers may not belong to the same law firm.  
The insured person must release the retained lawyer from non-disclosure obligations towards Assista. The insured person authorises the lawyer to inform Assista about developments in the case and to provide it with all important documents.  
If the insured event occurred abroad, Assista reviews the situation and decides whether a lawyer should be mandated abroad or in Switzerland.  
If it becomes necessary to retain a lawyer abroad, the insured person and Assista shall agree on the appointment. If the case involves claims under civil law, Assista reserves the right to determine the place of jurisdiction.

### **ART. 13 DIFFERENCES IN OPINION**

If the insured person and Assista differ in their opinion about the prospects of success or which measures to take in order to settle an insured legal case, Assista must immediately state its view of the legal situation in writing and inform the insured person of the right to initiate arbitration proceedings within 90 days of receiving the letter, from which time the insured person personally becomes responsible for meeting the deadlines for the necessary arrangements. Not initiating arbitration proceedings within this period is deemed as having waived the option to do so. The parties shall share the cost of such arbitration proceedings equally by each paying half in advance. One party's non-payment of the advance on the costs is deemed as acceptance of the other party's legal opinion. The insured person and Assista must appoint a sole arbitrator by mutual agreement. The court shall reach a decision on the basis of the correspondence and orders the parties to pay the costs of the proceedings in proportion to their success. The Swiss Civil Procedure Code applies in all respects, including if the parties cannot agree on the arbitrator.

If the obligation to pay benefits is rejected and the insured person pays to initiate legal proceedings and obtains a judgement more favourable than the solution that Assista provided in writing or than the result of the arbitration proceedings, Assista covers the necessary costs as laid out in these provisions.