

General Conditions of Insurance (GCI)

To facilitate readability, we use gender-specific words in this document, but these are intended to refer to all genders.

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Guest insurance provides protection to privately invited guests in the form of medical expenses insurance and SOS protection. Insurance for group travel is aimed exclusively at participants in organized school trips, camps or other group travel and can be supplemented with additional benefits such as cancellation costs, private third-party liability and accident cover.

Description of the insurance benefit	Limit of indemnity Maximum benefits in CHF per event and person		
	Guest insurance	Guest insurance (families)¹	Group travel
Scope	Switzerland, including the Schengen area, excluding country of residence		
Date by which insurance has to be taken out	no later than 5 days after entering Switzerland or a country in the Schengen area		
Period of validity from entry into Switzerland or a country in the Schengen area	no later than 180 days		
Medical expenses	25 000/50 000/250 000	50 000 ²	25 000/50 000/250 000
deductible per claim	200 per incident, CHF 500 per incident for persons aged 60 or older		–
Doctor's and medication costs Hospital stays incl. medical aids such as prostheses, spectacles, hearing aids Refundable cost advance Emergency dental treatment	incl. incl. 5000 1000		incl. incl. 5000 1000
SOS-Protection			
Rescue and transport costs to the nearest hospital Emergency transport to place of residence/repatriation Search and rescue costs Repatriation in the event of death Additional costs of an unscheduled return journey Temporary return to place of residence Proportionate costs of unused travel services Additional costs for continuation of the trip, including accommodation and meals Use of a hire car Travel expenses for persons close to the insured person	incl. incl. 10 000 incl. incl. 3000 10 000 700 1000 5000		incl. incl. 10 000 incl. incl. 3000 10 000 700 1000 5000
Cancellation costs	–		3000/5000/10 000
Unforeseeable illness, serious injury, serious pregnancy complications, or death Strike Serious damage to property at the place of residence Failure or delay of the means of transport used Termination of employment Theft of tickets, passport or identity card Pregnancy after the 24th week of pregnancy Additional costs in the event of delayed commencement of travel	–		incl. incl. incl. incl. incl. incl. incl. 3000
Private third-party liability for guests	–		5 000 000/10 000 000
Personal injury and property damage and losses vis-à-vis third parties Loss, damage or destruction of items Defence against unjustified claims for damages by third parties	–		incl.
Accident capital payment	–		100 000/200 000

¹ 6 persons living in the same household

² per person

Alarm center

In the case of an emergency contact the 24-hour alarm center by dialling +41 848 801 803. It is available to you around the clock (including on Sundays and holidays).
 The Alarm center will advise on the appropriate course of action and organize the necessary assistance;

1 General provisions

The general provisions contain fundamental provisions that apply to all insured persons and policyholders. Unless otherwise specified in the individual benefits, the general provisions are binding for the entire contractual relationship.

1.1 Insured persons and policyholder

A This policy covers the persons listed in the contractual documents. Family insurance is valid for a maximum of 6 people living in the same household. The insurance is only valid for persons whose legal place of residence or habitual abode is Switzerland.

B The policyholder is the natural or legal person with place of residence under civil law or registered office in Switzerland or the Principality of Liechtenstein who has concluded the insurance contract.

1.2 Scope

A The insurance is valid in Switzerland and the Schengen countries, excluding the country of residence, for the duration specified in the contractual documents – up to a maximum of 180 days per stay.

B Insurance cover begins on the date specified in the contractual documents, but not before entry into Switzerland or a Schengen country. If a provisional date is entered on the contractual documents, insurance cover shall start on the date of entry into Switzerland or a Schengen country as officially verified. If no date is entered, the insurance cover shall commence on the date of issue of the contractual documents, but not before the actual date of entry into Switzerland or a Schengen country. (this is without prejudice to the provision on scope under para. 4.1)

C It is mandatory that the start and end dates of the insurance term be included in the contractual documents. If the actual date of entry is not known when the insurance is arranged, an "approximate date" in the future must be selected as the start date of the insurance. The insurance must start within a maximum of one year being arranged.

D If the insurance policy is taken out prior to entry into Switzerland or a Schengen country, insurance cover shall commence on the date of entry specified in the contractual documents but not before the insured person actually enters Switzerland or a Schengen country. The insurance cover is only valid if the insurance policy is taken out no later than on the fifth day after the date of entry into Switzerland or a Schengen country. For policies taken out at a later date, a health certificate must be submitted to ERV. ERV is free to reject the application without giving reasons (subject to the provisions of the cancellation cost insurance). If the insurance policy is taken out after entry into Switzerland or a Schengen country, the insurance cover shall commence immediately on the day the insurance policy is taken out (subject to the provisions on the health certificate in paras. 2.1 B and 3.1 B and the provision on the scope in para. 4.1).

E If the date of entry is subsequently postponed, the policyholder is obliged to notify ERV prior to the start of the insurance policy by email addressed to info@erv.ch. If notification is not provided in good time, the premium will be payable on a pro rata basis for each month or part thereof from the start of the insurance period. In the case of notifications after the start of insurance, proof of non-entry (e.g. official visa refusal) must be provided. In the absence of a timely notification, the obligation to pay the premium remains.

F A waiting period of 24 hours applies to all benefits under insurance policies taken out after entry into Switzerland or a Schengen country.

1.3 Other provisions

A Claims shall become time-barred five years after the occurrence of the insured event.

B The only place of jurisdiction available to the beneficiary is their place of residence in Switzerland or Liechtenstein, or the registered office of ERV in Basel.

C Any benefits unduly received from ERV shall be refunded to ERV within 30 days, together with any expenses incurred.

D The applicable recommendations of Swiss government agencies are generally authoritative for the purpose of assessing whether a trip to a country is reasonable in light of strikes, unrest, war, terrorist attacks, epidemics, etc. These are the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH) and the World Health Organization (WHO).

E For all benefits, the maximum compensation limit applies across all insurance policies in accordance with the sum insured stated in the contract documents, regardless of the number of existing contracts with ERV.

F The premium can only be refunded if:

- insurance coverage has not yet begun;
- it can be proved that entry has not taken place (e.g. by a letter of refusal from the competent authority in Switzerland);

G A processing fee of CHF 50 per person and contract will be charged for any premium refunds.

H Applications for premium refunds are only possible if they are submitted within 180 days following expiry of the intended insurance cover.

I When assessing an entitlement to benefits, the decisive criterion is the insured event that directly leads to the obligation to pay benefits.

1.4 General exclusions

The policy does not cover events:

- which have already occurred or were manifest when the insurance was taken out or the travel service was booked;
- which occur in connection with illnesses or accidents that were not promptly diagnosed by a doctor when they occurred or were only confirmed via a telephone consultation;
- which were caused by deliberate or grossly negligent acts or omissions;
- where the expert (e.g., specialist, physician) who reaches the findings regarding the loss event is a direct beneficiary or is related to the insured person by blood or marriage;
- which are a consequence of acts of war or terrorism, subject to the provisions for SOS protection (for details see para. 3.2 A e);

- in connection with abductions;
- which are a consequence of official orders;
- which occur on the occasion of participation in:
 - competitions, races, rallies or training sessions with motor vehicles or boats,
 - competitions or training sessions in connection with professional sport or an extreme sport,
 - trekking tours or mountain tours when sleeping at altitudes of more than 4000 m above sea level,
 - expeditions,
 - acts of daring (reckless actions), in which the person concerned knowingly exposes themselves to a particularly great risk. The applicable SUVA classifications are authoritative;
- which occur when driving a motor vehicle or boat without the legally required driving licence or in the absence of the legally required accompanying person;
- which occur under the influence of alcohol, drugs, narcotics or pharmaceuticals;
- which occur on the occasion of the wilful commission or attempted commission of crimes or misdemeanours;
- which the insured person causes in connection with suicide, self-harm and the attempt to do so;
- which are caused by ionising rays of any kind, in particular as a result of nuclear reactions;
- which are caused by a pandemic. Exempt are the insured person's own illness or isolation/quarantine in the event of infection;
- whose benefits are provided after the expiry of the insurance period and after the insured person has left Switzerland or a Schengen country – even if the triggering event occurred during the insurance period;
- events which occur within the waiting period in accordance with section 1.2 F.

1.5 Obligations in the event of a claim

Information on what to do in the event of a claim can be found at www.erv.ch/vorgehen.

A In the event of a claim, please

- in the event of a claim, contact the ERV claims service, P.O. Box, CH-4002 Basel, Telephone +41 58 275 27 27, or online at www.erv.ch/schaden.
- in an emergency (e.g. a medical emergency), call the local emergency number (Switzerland 144/Europe 112). The incident must also be reported to the Medicall Alarm Center at +41 848 801 803, which is available 24/7, 365 days a year, providing guidance on the appropriate course of action and arranging for the necessary assistance.

B The insured person shall make every effort before and after the loss event to help avert or reduce the loss and clarify it.

C The insurer must be provided with

- any requested information,
- the necessary documents, and
- payment details (IBAN of the bank or post office account).

D In the event of illness or accident, a doctor must be consulted immediately and informed of the travel plans, and the doctor's instructions must be followed. The insured person shall release the doctors treating them from the duty of confidentiality towards the insurers.

E All originals of documents and damaged items must be retained and provided to ERV at its request.

1.6 Claims against third parties

A If the insured person has been indemnified by a liable third party or their insurer, no payment will be made under this contract. If a claim is asserted against ERV instead of against the liable party, the insured person shall assign the liability claims to ERV up to the amount of the expenses incurred.

B In the case of multiple insurances or a simultaneous obligation on the part of public insurance schemes to pay benefits, ERV provides its benefits on a subsidiary basis, unless the terms and conditions of the other insurer also contain a subsidiary clause. In this case the statutory provisions for multiple insurances or those pertaining to public insurance schemes are applicable.

C If the insured person has a claim on another insurance contract (voluntary or compulsory insurance), cover is limited to the part of the ERV benefits exceeding those of the other insurance contract.

D If there are multiple insurance policies with licensed companies, the costs shall be reimbursed in total only once.

E The provisions of para. 1.6 A-D do not apply to capital benefits on death or disability.

2 Medical expenses

The insurance covers costs incurred as a result of accidents and illness during temporary stays.

2.1 Scope

Insurance cover is valid in Switzerland and in the Schengen countries, with the exception of the country of residence during the policy period set out in the contractual documents.

2.2 Insured events

In the event of accident or illness of the insured person, costs will be covered in accordance with the regional health insurance tariff applicable in the country of stay for outpatient treatment or inpatient treatment in a general hospital ward.

2.3 Insured services

A The costs of:

- a) medically necessary treatment measures (including medicines) prescribed or implemented by a licensed doctor/chiropractor;
- b) medically prescribed hospital stays (including subsistence costs) and services provided by qualified nursing staff for the duration of the treatment.
- c) initial purchase, hire, replacement or repair of medical aids such as prostheses, glasses and hearing aids provided they are the consequence of an accident and are prescribed by a doctor;
- d) a repayable advance on costs if an insured person has to be hospitalized abroad (reimbursement within 30 days of return to the place of residence);
- e) emergency dental treatment to relieve pain, maintain function or provide initial care.

B A deductible of CHF 200 to be paid by the insured person will be applied to each claim payable. For persons who had reached the age of 60 when the insured event occurred, this deductible is CHF 500. The deductible applies to each illness or accident. The deductible does not apply to group travel.

2.4 Exclusions

A Costs for medical treatments that are not due to a medical emergency;

B Uninsured accidents:

- a) accidents that occur during foreign military service;
- b) accidents during the performance of physically demanding or manual work involving above-average physical requirements;
- c) accidents that occur while participating in high-risk sports such as parachute jumping, base jumping, bungee jumping, wingsuit flying or similar activities;

C Uninsured illnesses:

- a) general check-ups or routine examinations without any suspected illnesses;
- b) symptoms, illnesses and their consequences or complications,
 - which existed or were apparent before the insurance began, or
 - which a doctor could have detected during a hypothetical medical examination at the time the insurance began, regardless of whether they were actually diagnosed or not;
- c) illnesses as a consequence of prophylactic, diagnostic or therapeutic medical actions (e.g. vaccinations, radiation) insofar as they are not occasioned by an insured illness;
- d) consequences of contraceptive or abortive measures;
- e) pregnancy or childbirth, together with accompanying complications;
- f) conditions of fatigue or exhaustion, nervous, mental or psychosomatic disorders.

3 SOS protection

The insurance covers immediate emergency medical care or rescue measures as well as events that necessitate the continuation, interruption or extension of the original travel service.

3.1 Scope

A Insurance cover is valid in Switzerland and in the Schengen countries, with the exception of the country of residence during the policy period set out in the contractual documents.

B Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued promptly before booking a travel service.

3.2 Insured events

A Insurance cover exists if the insured person has to discontinue, interrupt or extend their stay as a consequence of any of the following events:

- a) Unforeseeable serious illness, serious injury, serious pregnancy complications or death
 - of an insured person
 - of a non-insured person travelling with the insured person,
 - of a person who is close to the insured person but is not a person travelling with the insured person (e.g. life partner, parent, child or sibling),
 - of the direct deputy at the place of work, so that the presence of the insured person at work is essential;
- b) Strikes (except in the case of active participation) on the designated travel route. Unrest of any type, epidemics or natural disasters at the travel destination if the life and property of the insured person is at real risk and the continuation of the trip or stay is therefore rendered impossible or unreasonable;
- c) Serious damage to the insured person's property at their place of residence as a result of fire, natural disasters, theft or water damage so that the insured person's presence at their place of residence is essential;
- d) Failure or delay – in either case resulting from a technical defect or an accident involving persons – of the means of public transport (including conductor lines, rails, electronics and control systems; exhaustive list) or taxi to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) outside the country of residence; The same applies to following rail vehicles whose path is blocked as a result. No claim exists in the event of breakdowns or accidents of private motor vehicles driven by the insured person themselves or used as a passenger;
- e) Acts of war or terrorist attacks within 14 days of their first occurrence, if the insured person is caught unaware by them while abroad;
- f) Theft of tickets, passport or identity card; only services pursuant to para. 3.3 B i) are insured.

B If the insured person suffers from a chronic illness without that person's travel service appearing to be in question at the time of taking out the insurance, at the time of booking, or prior to the commencement of the travel service, ERV shall pay the insured costs incurred if the travel service has to be interrupted, abandoned, or extended due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness (subject to para. 3.1 B).

3.3 Insured services

A The insured person is obliged to claim the benefits for SOS protection listed below via the alarm center or ERV. Otherwise, benefits are limited to a maximum of CHF 400 per person and event.

B If the insured event occurs, ERV will pay the costs for:

- a) the medically-required emergency transport in to the nearest suitable hospital;
- b) the medically attended emergency transport (repatriation) to a suitable hospital at the place of residence of the insured person;
- c) any necessary search and rescue operation if the insured person is considered missing or has to be rescued;
- d) the organization and costs of the formalities ordered by the authorities if an insured person dies during the trip. In addition, the costs of cremation outside the country of residence or the additional costs of complying with the International Agreement on the Transfer of Corpses (minimum requirements such as a zinc coffin or lining) and the return of the coffin or urn to the last place of residence of the insured person will be covered;
- e) any additional costs actually incurred (excluding security fees and airport fees);
- f) the costs of a temporary return to the place of residence (outward and return journey for a maximum of two insured persons) if a stay for a period fixed in advance was booked with a return journey;
- g) the additional costs of an unscheduled return, based on first-class rail travel and economy-class air travel;
- h) the costs corresponding to the unused portion of the travel service (excluding costs of the originally booked return journey). No reimbursement shall be made for unused accommodation services if ERV covers the costs of alternative accommodation;
- i) either the additional costs for continuation of the journey, including accommodation, subsistence and communication costs for calls to the alarm center (for a maximum of 7 days) or if a rental car is used, regardless of how many people use the rental car;
- j) the travel expenses (economy-class flight/medium-class hotel) for two persons very close to the insured person to travel to the latter's sickbed if they have to spend more than seven days hospitalized outside of their country of residence.

C If the person who causes the abandonment or extension of the travel service as a result of an insured event is not related to the insured person either by birth or by marriage, entitlement to benefits will only exist if the latter would have to continue the trip alone.

D ERV's doctors alone will decide on the necessity, nature and timing of these benefits.

3.4 Exclusions

Benefits are excluded:

- a) if the illness or consequences of an accident that were already known or medically diagnosed when the insurance was taken out or at the start of the trip. The foregoing is without prejudice to the provisions on the aggravation of chronic illnesses;
- b) in the event of search and rescue operations without official order or without an objective cause;
- c) in the event of suicide, self-harm or attempts thereof;
- d) if the service provider (tour operator, landlord, organizer, etc.) changes or abandons the agreed service or should have changed or abandoned it for objective compelling reasons;
- e) if the illness/complaint which triggers the abandonment, interruption or extension of the trip was a complication or consequence of medical treatment or surgery already planned at the start of the insurance term or time of booking or prior to commencement of the trip;
- f) in the event of abandonment, interruption or continuation with regard to para. 3.2 A a) without medical indication or if the medical certificate was not issued at the time the incapacity to travel was first identified;
- g) if an abandonment, interruption or continuation was only based on a telephone consultation;
- h) in the event of disproportionate or repeated processing fees;
- i) in the event of abandonment, interruption or continuation as a result of a mental or psychosomatic illness.

4 Cancellation costs

The insurance covers the costs of cancelling or postponing a planned trip if the insured person is unable to travel as planned due to an insured event.

4.1 Scope

A The insurance cover begins when the insurance policy is taken out and ends upon the start of the insured travel service (check-in, boarding of the booked means of transport, etc.)

B Chronically ill persons must have their fitness to travel confirmed in a medical certificate to be issued promptly before booking a travel service.

4.2 Insured events

A ERV will provide insurance cover if the insured person is unable to take up the booked travel service as a result of any of the following events, provided this occurred after taking out the insurance or booking the travel service:

- a) Unforeseeable serious illness, serious injury, serious pregnancy complications or death:
 - of the insured person,
 - of a non-insured person travelling with the insured person,
 - of a person who is very close to the insured person but is not a person travelling with the insured person,
 - of the direct deputy at the place of work, so that the presence of the insured person at work is essential;

- b) Strike on the planned travel route. Unrest of any kind, epidemics or natural disasters at the travel destination, if the life and property of the insured person is at real risk and/or the Swiss authorities have issued an official travel warning for the travel destination;
- c) Serious damage to the insured person's property at their place of residence as a result of fire, natural disasters, theft or water damage so that the insured person's presence at their place of residence is essential;
- d) Failure or delay – in either case resulting from a technical defect or an accident involving persons – of the means of public transport (including conductor lines, rails, electronics and control systems; exhaustive list) or taxi to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence; The same applies to the following rail vehicles whose path is blocked as a result;
- e) Failure (unroadworthiness) due to accident or breakdown (excluding mishaps involving petrol, diesel, battery and key failures) of the private vehicle to be used to reach the official place of departure (airport, departure railway station, port or coach boarding place) in the country of residence;
- f) If within the last 30 days before departure
 - the insured person unexpectedly takes up a permanent job with a new employer (promotions, etc. are excluded) or
 - the insured person's employment contract is terminated by the employer through no fault of the insured person;
- g) Theft of tickets, passport or identity card;
- h) Pregnancy of an insured person if the date of the return journey falls after the 24th week of pregnancy or if a vaccination is prescribed for the travel destination that poses a threat to the unborn child or an official travel warning for pregnant women has been issued for the travel destination. In this case the benefits are limited to the maximum sum insured;

B If the person who triggers the cancellation as a result of an insured event is not related either by birth or by marriage to the insured person, entitlement to benefits will only exist if the insured person would have to undertake the travel service alone.

C If an insured person suffers from a chronic illness without that person's travel service appearing to be in question at the time of taking out the insurance or booking the travel service, ERV shall pay the insured costs incurred if the travel service has to be cancelled due to unforeseeable, serious acute aggravation of this illness or if death occurs as a result of the chronic illness (subject to para. 4.1 B).

4.3 Insured services

A If the insured event occurs, ERV will pay the cancellation costs actually incurred (excluding security and airport fees). Overall, this benefit is limited to the price of the travel service or the sum insured. Disproportionate or repeated processing fees are not insured.

B ERV shall reimburse the additional costs incurred due to delayed commencement of travel if the insured person is unable to begin the travel service at the scheduled time as a result of the insured event. This benefit is limited to the price of the travel service or a maximum sum insured. Should additional expenses be asserted, the entitlement to cancellation costs will lapse in accordance with para. 1.3 l.

4.4 Exclusions

Benefits are excluded:

- a) which have already occurred or were manifest when the insurance was taken out or the travel service was booked. The foregoing is without prejudice to the provisions on the aggravation of chronic illnesses;
- b) if the service provider (tour operator, landlord, organizer, etc.) cancels the agreed service or should have cancelled it for objective reasons – this applies in particular to package holidays;
- c) if the illness or condition that gave rise to the cancellation was a complication or consequence of a medical treatment or surgery that had already been planned at the commencement of the insurance term or at the time of booking the travel service;
- d) if an illness or the consequences of an accident, surgery or medical operation already existed at the time of travel booking and the insured person had not recovered by the travel date;
- e)
 - in the event of cancellation under para. 4.2 A a) without medical indication or if the medical certificate was not issued at the time the incapacity to travel was first identified;
 - if a cancellation under para. 4.2 A a) was only based on a telephone consultation;
- f) if a cancellation due to a mental or psychosomatic illness
 - cannot be established by a psychiatric specialist and in the form of a certificate issued on the day of cancellation or
 - in relation to persons in employment cannot additionally be established by producing a confirmation of 100% absence issued by the employer for the duration of the inability to travel certified by a medical practitioner;
- g) in the event of inadequate maintenance of the private vehicle or if it had already sustained defects or was manifestly defective when the trip was commenced or continued;
- h) if the event is attributable to improper repair, self-repair or unauthorized changes (e.g. tuning) to the private vehicle.

5 Private third-party liability for guests

The insurance covers damage for which the insured person can be held legally liable as a private individual.

5.1 Scope

The insurance applies in the Schengen area for the duration of the insurance period as specified in the contractual documents, but for no more than 4 months after the commencement of the insurance term for customers residing abroad (except for the Principality of Liechtenstein).

5.2 Insured events

The insured person shall be compensated within the limits of statutory liability for incidents occurring during the insured stay in the Schengen area due to the following circumstances:

- homicide, bodily injury or other damage to the health of another person (personal injury);
- destruction, loss or damage to the property of another person (property damage).

5.3 Insured services

Compensation is provided up to the maximum amount stated in the contractual documents, this being the total amount for all losses occurring during the insured stay in the Schengen area. The total amount includes all costs and expenses incurred

- with the written consent of ERV
- in connection with claims brought against the insured person within the framework of the present cover.

5.4 Exclusions

The insurance does not cover

- a) claims in respect of the person or property of an insured person, one of their employees, family members or other persons residing in the same household as the insured person;
- b) liabilities inherited by reason of the business or profession of the insured person or because of their professional and business activity;
- c) damage caused by animals owned or kept by the insured person or caused by persons for whom the insured person has a statutory liability;
- d) damage to buildings or parts of buildings belonging to the insured person or rented or lived in by them;
- e) loss of, or damage to, assets belonging to an insured person or kept by them for the purpose of use, modification, trustee custodianship or transport;
- f) loss of, or damage to, property through the fault of an insured person who pursues or fails to pursue an activity on or with this property;
- g) liability arising either directly or indirectly in connection with mechanically driven vehicles, aircraft or watercraft or are caused by the latter if the insured person is the owner, driver or pilot of such vehicle or if the person who supervises a driver or pilot of such vehicles is a servant, a retained provider or a person for whom the insured person has statutory liability;
- h) purely financial losses;
- i) damage or injuries caused by deliberate, malicious or unlawful actions on the part of the insured person (criminal acts, misdemeanours or attempts to commit criminal acts or misdemeanours);
- j) damage or injuries caused by the insured person while taking part in civil war, acts of war or acts of terrorism, sabotage, rioting, public demonstrations, strikes and lockouts;
- k) claims attributable to the fact that an insured person is incapacitated or under the influence of drugs or alcohol (excluding medication prescribed by an approved doctor);
- l) claims on grounds of contractually accepted liability extending beyond statutory requirements or on grounds of failure to comply with a statutory or contractual obligation to take out insurance;
- m) liability for damage which should have been expected to occur with a high degree of probability or the likelihood of which was accepted.

5.5 Other provisions

In all other respects, the General Conditions of Insurance for Helvetia private client insurance, particularly those relating to private third-party liability, in effect as of the date of formation of the insurance, shall apply. The aforementioned General Conditions are published online.

6 Accident capital payment

The insurance covers accidents resulting in disability or death. The accident capital payment is a fixed-benefit insurance. In this case, a one-off capital benefit will be paid.

6.1 Scope

Insurance cover is valid in Switzerland and in the Schengen countries, with the exception of the country of residence during the policy period set out in the contractual documents.

6.2 Insured events

Insurance coverage applies to accidents resulting in disability or death.

6.3 Insured services

A In the event of death of the insured person as a result of an accident, the agreed sum insured will be paid to the beneficiary. If there is no beneficiary, the sum will be paid to the legal heirs, with the exception of the treasury and creditors of the estate. Any disability payments already made as the result of this contract are deducted from the sum insured in case of death.

B In the event of medically diagnosed 100% disability resulting from an insured accident within five years of the date of the accident, the agreed sum insured will be paid out. In the event of partial disability, a corresponding percentage thereof will be paid out.

- a) The degree of disability is measured on the basis of the scale of compensation for physical or mental impairment of the Accident Insurance Ordinance (AIO) and in accordance with the additional SUVA scales.
- b) The total inability to use limbs or organs is equated with loss.
- c) For partial loss or partial inability to use limbs, an appropriate lower degree of disability will apply.
- d) If several body parts are affected, the severity of the disability, which cannot exceed 100%, is determined by adding the individual percentage rates together.

- e) For cases not listed above, the degree of disability based on medical findings is determined using the percentages listed above, taking into account the insured person's circumstances.
- f) If body parts were already missing or had lost some or all of their function prior to the accident, the pre-existing degree of disability calculated according to the above principles will be deducted when establishing the degree of disability.

C If multiple insured persons suffer are affected by one and the same insured event, the compensation payable by ERV is limited to the maximum amount of CHF 15 million. If entitlements exceed this amount, the benefits will be applied pro rata.

6.4 Exclusions

No benefits will be paid for:

- a) accidents that occur during foreign military service;
- b) accidents that occur when practising a manual occupation;
- c) accidents that occur while parachute jumping or piloting aeroplanes or aircraft.
- d) accidents suffered by the insured person as a passenger of an aircraft.

7 Glossary

A Abroad

Neither Switzerland nor the country in which the insured person has a permanent residence is regarded as abroad.

Accident

An accident is the sudden, unintentional harmful effect of an unusual external factor on the human body resulting in impairment of physical, mental or psychological health or death.

C Cancellation costs

If the traveller withdraws from the contract, the tour operator forfeits the claim to the agreed travel price. The tour operator may, however, claim appropriate compensation. The amount of compensation is determined by the travel price less the value of the expenses saved by the tour operator as well as what the tour operator can acquire through other use of the travel services.

Contractual documents

The contractual documents consist of the following documents issued to the customer: the insurance policy, the booking confirmation, and the insurance confirmation.

E Epidemic

An epidemic is an infectious disease that occurs to an above-average extent, in terms of both place and time.

Estate creditors

Persons or companies that have outstanding claims against the estate of the deceased person. These creditors have no direct claim to the insurance benefit; they can only assert their claims against the heirs in ordinary probate proceedings.

Expedition

An expedition is a scientific journey of discovery or research lasting several days in a remote and undeveloped region or a mountain tour from a base camp to altitudes of over 7000m above sea level. This also includes tours in extremely remote lowlands such as at the two poles or, for example, in Spitsbergen, the Gobi desert, the Sahara, the jungle in the Amazon region or Greenland, as well as the exploration of specific cave systems.

Extreme sport

Engaging in exceptional sporting disciplines, where the person concerned is exposed to extreme physical and mental stress. The current SUVA classifications, among others, are applicable.

G Gross negligence

Acting with gross negligence means failing to observe the basic precautions that a reasonable person would have taken in the same situation, thereby putting others and oneself in danger.

H Hospital

Hospitals are defined as medical facilities or departments managed and supervised by doctors that are used for the inpatient treatment of acute illnesses or the consequences of accidents, or for the inpatient administration of medical rehabilitation measures, and which have the appropriate authorization. They must guarantee adequate medical care, have the necessary specialist staff and appropriate medical facilities, and guarantee an appropriate supply of pharmaceuticals. Psychiatric clinics are also considered to be hospitals.

I Illness

Illness is any impairment of physical, mental or psychological health that is not the result of an accident and that requires medical examination or treatment or results in incapacity for work.

Insured persons

Insured persons are the persons named in the contractual documents or in the proof of payment or the group of persons described in the contractual documents.

Isolation/quarantine

Isolation or quarantine are measures intended to interrupt chains of infection and prevent an infectious disease from spreading.

M Medical aids

Medical aids are all essential items used for treatment or examination (wheelchairs, prostheses, respiratory devices, prescription medication, glasses, contact lenses, etc.).

Medical emergency

An emergency exists if the insured person requires urgent medical treatment during their temporary stay and a return to their country of residence is not reasonable or feasible from a medical point of view.

N Natural disaster

Sudden, unforeseeable natural event of a catastrophic type. The damaging event is triggered by geological or meteorological occurrences.

O Official order

Official orders are deemed to be any instruction or decree issued by a domestic or foreign official authority (detention, entry or exit bans, closure of borders and/or airspace, extensive generally imposed quarantine, e.g. upon arrival at the travel destination or return to the country of residence). Such orders have a binding nature.

P Pandemic

A pandemic is a transnational, global spread of an epidemic.

Place of residence/country of residence

The insured person's country of residence is the country in which they have their legal place of residence or their habitual abode, or most recently had their legal place of residence or habitual abode prior to the start of the insured stay.

Policyholder

The policyholder is the person who has entered into an insurance contract with ERV.

Public transport/aircraft

Public transport/aircraft denotes all land vehicles and aircraft or watercraft registered for public passenger transport. Public transport does not include means of transport used for sightseeing tours/flights, rental cars and taxis.

R Related/related by marriage

With regard to item 3.3 C and 4.2 A j), in addition to relatives and in-laws, spouses, cohabiting partners, and partners in a same-sex marriage are also included.

Robbery

Theft involving the use or threat of violence.

S Schengen country

A Schengen country is a member state of the Schengen area in which the Schengen Agreement applies.

Switzerland

Switzerland and the Principality of Liechtenstein come within the territorial scope of Switzerland.

T Terrorism

Terrorism is any use or threat of violence with the purpose of achieving a political, religious, ethnic, ideological or similar objective. The act or threat of violence is likely to spread fear or terror among the population or parts of the population or to influence a government or state institutions.

Travel service

Travel services include, for example, the booking of a flight, a ship, bus, or train journey, a bus transfer, or other transport to or from the travel destination, as well as the local booking of a hotel room, a holiday apartment, a mobile home, or a houseboat, or the chartering of a yacht.

Treasury

State or tax authority as legal entity. In insurance term, this means: the State does not receive any direct payments of the insurance benefit (e.g. for tax debts).

U Unrest of any kind

Acts of violence against people or property by gangs or during violent demonstrations or rioting.