

Cancellation costs insurance

INFORMATIONS ABOUT THE INSURANCE

Use of the male gender to facilitate readability is intended to also refer to the female gender.

The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St. Gallen. The insurance lies with: European Travel Insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The starting and expiry dates of the insurance contract, the insured risks and benefits and the premiums are shown on the application form and in the accompanying GCI. The GCI and the statutory provisions provide information on the principles governing the payment and refund of premiums and further obligations of the insured.

Data processing is used for the conduct of insurance business and for all accompanying transactions. Data are gathered, processed, stored and deleted in compliance with the statutory provisions and may be disclosed to reinsurers, official bodies, insurance companies and institutions, central information systems of the insurance companies and other parties who may be involved.

The specific insurance contract remains the determining factor in every case. In case of doubt, the German version of the GCI will have exclusive validity.

GENERAL TERMS AND CONDITIONS OF INSURANCE (GCI) E586



1 Insured person

The lawful holder of the ticket insurance comprising the confirmation of the booking and these GCI is insured.

2 Special provisions, scope of application, period of application

The cancellation cost insurance is valid only if it is taken out in conjunction with the booking of the event. The insurance cover applies in Europe and begins at the time when the definitive booking is made. It ends once the event has begun (entry or use of the ticket) or if the event is postponed from the date originally booked.

3 Insured events

ERV provides insurance cover if the insured person is unable to take part in the event by reason of any of the following occurrences, provided that such occurrence happened after the insurance was taken out:

- unforeseen serious illness, serious injury, serious complication of pregnancy or death of the insured person or of a person who is very close to the insured person;
- pregnancy of the insured person, if the date of the event is after the 24th week of pregnancy or if the event would present a risk to the unborn child;
- severe damage to the property of the insured person at his place of residence by fire, storm, theft or water damage, so making his presence at home indispensable;
- failure or delay both caused by technical fault of the public means of transport to be used to reach the starting venue;
- vehicle failure (unfitness to drive) as the result of an accident or breakdown (excl. lack of fuel and lost keys) of the private vehicle or taxi during the direct journey to the starting venue;
- self-isolation or quarantine ordered by a health authority in the case of epidemic illnesses if the insured is suspected of having been infected.

If an insured person is unable to attend because of an insured occurrence, the other insured persons may claim benefits only if they are relatives or relatives-in-law of the person concerned.

If an insured person suffers from a chronic illness without participation in the event being called into question by such illness at the time when the insurance is taken out, ERV shall pay the resulting insured costs if participation has to be cancelled because of a unforeseen serious acute deterioration of this condition or in the event of death as a consequence of the chronic illness.

4 Insured benefits

The extent of entitlement to benefits is determined by the nature of the event causing the cancellation of the participation in the event. Previous or subsequent events are not taken into consideration.

ERV reimburses the cancellation costs (excl. administrative fee) which are effectively incurred if the insured person is unable to take part in the booked event because of the insured occurrence. The overall amount of this benefit is limited by CHF 500.--.

5 Exclusions

Benefits are excluded:

- if the organiser cancels the event or should have cancelled the event for objective reasons;
- if the condition which gave rise to the cancellation was a complication or a sequel of an operation or medical treatment that was already planned at the time when the insurance began;
- if an illness or the consequences of an accident, an operation or medical treatment already exist at the time of booking and have not been resolved by the time of start of the event;
- in the event of cancellation pursuant to par. 3 A a) without a medical indication;
- in the case of events resulting from official orders;
- in the case of events resulting from a pandemic. Exceptions to this are the insured's own illness and his/her own isolation/quarantine in the case of infection or suspected infection (clause 3 A f).

6 Obligations in case of claim

Please contact the Insurance Claims Department of ERV, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, claims@erv.ch.

The insured must take all steps before and after the case of claim which can help avert or mitigate the consequences and elucidate the circumstances of the loss.

ERV must i.a. be furnished immediately with

- the original event invoice,
- the original ticket,
- the documents or official statements substantiating the occurrence of the damage,
- the payment details (supply IBAN).

In case of illness or accident, seek medical advice without delay; the doctor should be informed of the participation plans and his instructions followed. The insured person must release the physician who treated him from the duty of secrecy vis-à-vis ERV.

In case of culpable violation of the duties in connection with a loss ERV has the right to reduce the compensation by the amount by which the compensation would have been reduced in case of a conduct in ERV with such duties.

ERV will not make any payments if false representations are made, facts are concealed or the obligations are omitted, if ERV suffers any loss as a consequence.

7 Claims on third parties

If the insured person has been compensated by a liable third party or by such party's insurer, benefits under this contract shall lapse. If a claim has been made to ERV instead of to the liable party, the insured person must assign his civil liability claims to ERV in an amount equivalent to its expenditure.

8 Further provisions

Claims superannate 2 years after the claim.

The insured person may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as place of jurisdiction.

Benefits wrongfully obtained from ERV shall be refunded to it, together with all resulting disbursements, within 30 days.

The provisions of the Insurance Contracts Act VVG and Swiss law shall apply.

9 Glossary

E Epidemic

An epidemic is an infectious disease which occurs to an above-average extent, in terms of both place and time, if it poses a threat to life and limb.

I Isolation/quarantine

Isolation or quarantine are measures intended to interrupt infection chains and thus contain the further spread of an infectious disease.

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, etc.). It has a mandatory character.

P Pandemic

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

S Suspected infection

Infection with an infectious disease will be suspected following close contact with a person who has been tested as positive with the infectious disease in question.