ERV cancellation insurance

INFORMATION ABOUT YOUR INSURANCE POLICY

Dear Customer
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We would like to inform you about the identity of the insurer and the material content of your insurance contract (Art. 3 of the Swiss Insurance Contract Act).

Use of gender-specific wording in this document refers to all genders.

Who are your contractual partners?
The risk carrier for the present insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, CH-9001 St.Gallen, Switzerland. Responsibility for this insurance lies with: European Travel Insurance (referred to as ERV in the General Terms and Conditions of Insurance), a branch of Helvetia Swiss Insurance Company Ltd, with registered office at St. Alban-Anlage 26, P.O. Box, CH-4002 Basel, Switzerland.

Who is the policyholder?
The policyholder is HHD AG, with registered office at Sägereistrasse 20, CH-8152 Glattbrugg.

What risks are covered and what is the scope of the insurance cover?
The events whose occurrence obligates ERV to pay benefits can be seen in the relevant General Conditions of Insurance and any Special Conditions.

What insurance benefits are paid?
The amount and/or maximum limit and the type of insurance benefits can be found in the present General Terms and Conditions of Insurance or any Special Conditions. The same applies to any deductibles and waiting periods.

Who are the insured persons?
Based on the collective insurance contract entered into with the individual policyholder, ERV grants insurance cover and a direct right of claim in connection with the insurance benefits to the persons designated in the confirmation of insurance. The insured persons are specified in the confirmation of insurance and the General Conditions of Insurance and any Special Conditions.

What is the applicable law or what contractual basis applies?
This contract is governed by Swiss law. The contractual basis comprises, for example, the application, the customer information, the General Conditions of Insurance, any further special conditions or supplementary provisions, and the policy. In all other respects, the Swiss Insurance Contract Act applies. If the insured person's place of residence/registered office is the Principality of Liechtenstein, the laws of Liechtenstein apply together with the provisions of the Liechtenstein Insurance Contract Act (Versicherungsvertragsgesetz, VersVG).

Which risks are insured?
The events for which ERV is required to provide benefits are determined by the selected insurance cover, the contracting of which is evidenced by the policyholder's booking confirmation, the corresponding General Conditions of Insurance and any Special Conditions.

What type of insurance is this?
Your insurance is generally insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. application, policy, GCI, SC).

What obligations apply in case of taking out the policy?
As the applicant, the insured person is required under Article 6 of the Swiss Insurance Contract Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, prior claims). If, when entering into the contract, the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, ERV is entitled to terminate the contract within four weeks after becoming aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any loss/damage already suffered if the occurrence or scope of such loss/damage was influenced by the incorrectly or incompletely disclosed risk. If benefits have already been paid, it is possible to demand that they be refunded.

What are the obligations of the insured persons?
The principal obligations of the insured persons include the following:
- If a loss event occurs, it must be reported to ERV immediately.
- Policyholders and insured persons are required to cooperate in ERV's investigations, for example in investigating a claim (obligation to cooperate).
- If a loss event occurs, reasonable actions must be taken to mitigate and elucidate the loss (obligation to mitigate losses).

Under what circumstances may the contract be cancelled?
The insured person may cancel, by letter or any other text form, his or her application to enter into the contract or declaration of acceptance of such contract. The cancellation deadline is 14 days in advance and commences as soon as the insured person applies for or accepts the contract. The cancellation deadline is considered to have been met if the insured person notifies ERV of the cancellation or submits his or her notice of cancellation to the postal service by no later than the cancellation deadline. The right to cancel shall not apply in cases of collective insurance of persons, provisional declarations of coverage and agreements having a term of less than one month. An annual premium/single premium shall remain payable if any injured third party is entitled to make claims against ERV in good faith.

When does the insurance enter into effect and terminate?
The insurance enters into effect when the insured person joins the collective contract and remains in effect as specified in the policyholder's confirmation of insurance.

What personal data is processed and why?
All personal data will be processed in accordance with the current data protection legislation: The controller of the processing of your personal data is ERV. In the notes on data protection at www.erv.ch/datenschutz, you will find further information on the purposes for which personal data is processed (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad) as well as your rights.

What else must be observed?
The actual insurance contract remains authoritative in all cases.

In cases of doubt about the interpretation and content of all documentation, exclusively the German version shall prevail.

GENERAL TERMS AND CONDITIONS OF INSURANCE E332

1 GENERAL PROVISIONS

1.1 Insured persons
Insured persons are the persons listed on the policyholder's booking confirmation as well as all persons accompanying such persons during the term of insurance and who live in the rented accommodation together with the policyholder at the same time.

1.2 Scope of application
The insurance cover shall apply worldwide.

1.3 General exclusions
The following events are not covered:

a) events that had already occurred or were already recognisable at the time the rented accommodation was booked. Provisions contained in 2.2.C reserved;
b) events occurring in connection with illnesses or accidents which were not established by a doctor and confirmed by a doctor's certificate at the time of occurrence;
c) events in cases where the expert, doctor etc. establishing facts on the event is a direct beneficiary or a relation of or married to the insured person;
d) events that are a consequence of an armed conflict or of terrorism;
e) events related to kidnapping;
f) events that are a consequence of official orders (imprisonment, ban on leaving the country, closing of airspace, etc.);
g) events resulting from the participation in
   - competitions, races, rallies or training sessions with motor vehicles or boats,
   - competitions or training sessions related to professional sports or extreme sports,
   - trekking tours or mountain tours sleeping at an elevation of 4000 metres above sea level or more,
   - expeditions,
   - adventurous acts (boldness), during which a person needlessly exposes themselves to a peril;

h) events occurring in case a motor vehicle or boat is driven or steered without having the statutory licence or permit or if a statutorily required accompanying person is missing;
i) events caused by willful intent or gross negligence or by ignoring the general duty of care;
k) events caused under the influence of alcohol, illegal drugs, narcotics or pharmaceutical products;
l) events occurring when willfully committing a crime or offense or attempting to commit such crime or offense;
m) events the insured person causes in connection with suicide, self-mutilation and related attempts;
n) events caused by ionising radiation of any kind, including but not limited from nuclear transmutation.

1.4 Claims to third parties

A If the insured person received compensation from a liable third party or from such third party's insurer, no compensation shall be paid by this contract. If a claim was asserted against ERV instead of the liable third party, the insured person shall be obliged to assign to ERV the insured person's liability claims up to the amount paid by ERV.

B In case of multiple insurance (voluntary or obligatory insurance), ERV shall pay its benefits subsidiarily unless the other insurer's insurance conditions contain a subsidiarity clause, as well. In such case, the statutory regulations pertaining to double insurance shall apply.

C In case of multiple insurance contracts for licenced companies, the total costs shall be compensated only once for all companies.

1.5 Other provisions

A The claims shall become statute-barred 5 years after the occurrence of the case of damage.

B The exclusive place of jurisdiction for the person entitled to a claim shall be such person's place of residence or the registered office of ERV, Basel.

C Any benefits unlawfully received from ERV must be repaid within 30 days plus any costs incurred.

D The insurance contract shall be exclusively subject to Swiss law, in particular to the Federal Act on Insurance Contracts.

E Payments made by ERV are generally made in CHF. The conversion of foreign currency shall be subject to the rate applicable on the date on which such costs were paid by the insured person;

F 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 or terrorist attacks, epidemics, etc. Such authorities include the Federal Department of Foreign Affairs (FDFA), the Federal Office of Public Health (FOPH), as well as the World Health Organization (WHO);

G ERV provides insurance coverage and is liable for claims or other benefits only in so far as such coverage and claims are not contrary to sanctions or restrictions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

1.6 Obligations in case of damage

A Please contact us as follows:
- in the event of damage contact ERV, PO Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, claims@erv.ch,
- **in case of emergency** contact the ALARM CENTER with 24-hour service, either by calling **+41 848 801 803** or by calling the **toll-free number +800 8001 8003**, fax +41 848 801 804. It is available day and night (also on Sundays and public holidays). The ALARM CENTRE will advise you on appropriate action and will organise any help needed.

B The insured person should act as if uninsured at all times and not unnecessarily incur additional costs as well as help to avoid or mitigate costs at every opportunity

C The insurer
- must be immediately provided with all required information;
- must be immediately provided with the required documents; and
- must be provided with bank details (IBAN of the account with the bank or Postbank), otherwise, the insured person shall be charged with the fees for the money transfer.

D In case of illness or accident, please see a doctor immediately; inform the doctor of you travel plans and follow such doctor's orders. The insured person / person entitled to a claim shall be obliged to release any doctor who treated the insured person / person entitled to a claim from his/her doctor-patient confidentiality to the insurance company.

E In case of any culpable violation of the obligations in case of damage, the insurer shall be entitled to deduct an amount from the compensation to be paid that corresponds to the amount by which such compensation would have been lower had the insured person / person entitled to a claim not violated his/her obligations.

F The insurer's obligation to pay shall cease to exist, if:
- untrue statements were made willfully;
- facts were concealed; or
- the required obligations (e.g. police report, recording of facts, confirmation and receipts) were not fulfilled and this is detrimental to the insurer.

2 CANCELLATION FEES

2.1 Special provision, scope, period of validity

Immediately before booking a travel service, a person with a chronic illness shall be obliged to have his/her ability to travel confirmed by a doctor's certificate, which is to be issued immediately before booking a travel service. Insurance cover shall be worldwide and shall commence upon the time the rented object is booked and shall end upon commencement of the insured travel service (check in, entering the booked means of transport, etc.).

2.2 Insured events

A ERV grants insurance protection if the insured person is unable to commence his/her booked travel service as a consequence of one of the events listed below, but only if such event occurred after the rented object was booked:

a) unforeseeable severe illness, severe injury, severe pregnancy complications or death
   - of an insured person;
   - of an accompanying person;
   - of a person that is not travelling but is a close relative to the insured person;
   - of the insured person's direct replacement at work so that the insured person's presence at work is essential;

b) strike (subject to the proviso of active involvement) on the planned travel route abroad. Riots of all kinds, quarantine, epidemics or acts of god at the travel destination, if such events would pose an immediate danger to the insured person's life and property;

c) severe damage to the insured person's property at his/her place of residence as a consequence of fire, acts of god, theft or water damage, so that the insured person's presence at home is essential;

d) the means of public transport to be used to travel to the official place of departure (airport, train station of departure, harbour or coach boarding place) in the country of residence is delayed or does not start at all;

e) if, within the 30 days before departure:
   - the insured person unforeseeably commences a new permanent employment as an employee with a new employer (promotion etc. excluded); or
   - the insured person's employment contract is terminated by the employer without any fault attributable to the insured person.

f) theft of tickets, passport or identity card;

g) pregnancy of an insured person if the return date is after the 24th week of pregnancy or if a vaccination is required for the travel destination which would pose a risk for the unborn child or if there is an official warning for pregnant women for the travel destination;

h) if the private car or taxi becomes non-operational during the direct trip to the rented object due to an accident or a breakdown. Fuel-related and key-related issues are not included in the insured events.

B If the person that initiates the cancellation based on an insured event is not related to the insured person, neither by blood nor by marriage, there shall be no claim for benefits unless the insured person would have to travel alone.

C If an insured person suffers from a chronic illness that does not endanger the use of the travel service at the time the insurance contract is concluded and/or at the time the travel service is booked, ERV shall pay the insured costs if the travel service has to be cancelled due to an unforeseeable severe acute aggravation of such illness or if the insured person dies as a consequence of such chronic illness (subject to the provisions contained in 2.1).

2.3 Insured claims, retention

A The decisive factor for the assessment of the claim for benefits shall be the event that causes the cancellation of the travel service. Any prior or later events shall not be taken into consideration.

B Upon occurrence of an insured event, ERV shall pay the contractually payable cancellation fees for the rented accommodation.

C ERV shall pay extra costs for the delayed commencement of the travel service if such travel service could not be commenced at the planned time due to the insured event. Such payment shall not exceed the rent to be paid.
If the insured person claims additional costs, the claim for cancellation fees shall cease to exist.

D For every event of damage for which a compensation is to be paid, a retention of CHF 100 shall apply to the insured person.

2.4 Exclusions

No benefits shall be paid in the following cases:

a) if the institution offering the service (travel agency, landlord, organiser, etc.) cancels the agreed service or would have been obliged to cancel it for objective reasons;

b) if the condition due to which the service was cancelled is a complication or consequence of any medical treatment or surgery which was planned at the time the insurance contract commenced or the travel service was booked;

c) if an illness or the consequences of an accident, of a surgery or of a medical treatment already existed at the time the travel services were booked and have not healed by the date of departure;

d) in case of a cancellation as described in 2.2 A a) without medical indication or if the doctor's certificate has not been issued as of the time the incapacity for travelling could have been established for the first time or was initiated by a telephone consultation;

e) if a cancellation due to a mental or psychiatric condition
   - cannot be justified by the establishment thereof and by a doctor's certificate issued by a psychiatric medical specialist on the date of cancellation; and
   - in case of employees, cannot be justified by presenting an employer's confirmation of 100% absenteeism during the time of the incapacity for travelling as certified by the doctor's certificate.

2.5 Case of damage

A Please inform the place where you booked the travel service immediately upon occurrence of the event.

B Please submit the following documents to ERV:
- booking confirmation / invoice for the travel service as well as the invoices for the cancellation and subsequent travel costs in original form;
- a detailed doctor's certificate and/or a certificate of death or another official certificate.

3 FLEX ADDITIONAL PACKAGE

The Flex Additional Package can be taken out as a supplement to the ERV cancellation insurance. The Flex Additional Package must be taken out while booking the rented premises.

3.1 Period of Validity, Scope

The insurance is valid worldwide for the period of coverage indicated in the insurance policy.

3.2 Insured events

Besides the events listed in section 2.2, taking out this additional package will allow you to cancel your trip **without giving a reason** up to 21 days prior to the originally scheduled arrival date. For cancellations from 0 to 20 days prior to the originally scheduled arrival date, the insured events listed in item 2.2 and the benefits listed in item 2.3 shall apply, with a deductible of CHF 100 per booking.

3.3 Insured benefits

A In addition to the benefits listed in item 2.3, ERV will cover the resulting cancellation fees up to 21 days prior to the scheduled arrival.

B The amount of the insurance benefit depends on the cancellation fees.

3.4 Exclusions

The following benefits are excluded:

a) the premium for the Flex Additional Package is non-refundable;

b) cancellations without stating a reason within 0 to 20 days prior to the originally scheduled arrival date.

3.5 Claims

The booking office must be notified promptly following the cancellation of the travel service.

4 GLOSSARY OF TERMS

A

Accident
An accident is a sudden, unintended detrimental effect of an unusual external factor on the human body, which results in an impairment of the physical, mental or psychiatric health or death.

Act of god
Sudden, unforeseeable natural event which has the quality of a catastrophe. The event causing the damage is caused by geological or meteorological processes.

E

Epidemic
An epidemic is an infectious disease occurring intensively and in a restricted manner regarding place and time (e.g. influenza).

Expedition
An expedition is a scientific expedition or research trip lasting several days to a remote and undeveloped region, or a mountain tour from a base camp to altitudes above 7000m a.s.l., including tours in very remote lowlands, e.g. at the North Pole or South Pole or in Spitzbergen, the Gobi Desert, Sahara, the jungle in the Amazon area or Greenland as well as the research within specific cave systems.

Extreme sports
Exceptional sports disciplines during which the relevant person undergoes extreme physical and mental stress (e.g. distance Ironman Hawaii).

F

Foreign countries/abroad
Not the country in which the insured person has a permanent residence.

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 endangering oneself and others.

I

Illness
Illness means any impairment of the physical, mental or psychic health which is not the consequence of an accident and which requires a medical examination or treatment or which results in incapacity for work.

P

Place/country of residence
Country of residence is the country in which the insured person has his/her place of residence in accordance with civil law or his/her ordinary residence and/or the country in which the insured person had his/her last place of residence in accordance with civil law or his/her ordinary residence before commencement of the insured stay.

R

Riots of all kinds
Violent acts against persons or things in connection with riotous assemblies, riots or civil commotion.

T

Terrorism
Terrorism includes any violent act or threat of violent acts in order to reach political, religious, ethnic, ideological or similar goals. Such violent act or threat of violent acts is suitable to terrify the people or parts thereof or to influence any government or public institutions.