# Information for the Policyholder

Chubb Travel Insurance

# CHUBB

# Intermediary information in accordance with the Insurance Supervision Act (ISA or VAG)

The following information provides information on Travix Nederland B.V. (Travix) as an insurance intermediary pursuant to Art. 45 ISA.

### Information about the tied insurance intermediary

Travix operates a worldwide e-commerce business with a special reference to the travel business and related services. Travix is a company incorporated in the Netherlands, with registration number 20042808 and registered office at Piet Heinkade 55, 1019 GM, Amsterdam, Netherlands.

Travix acts as a tied insurance intermediary of Chubb Insurance (Switzerland) Limited (Chubb), with registered office at Bärengasse 32, 8001 Zurich, Switzerland, with respect to the insurance "Chubb Travel Insurance".

## Insurance offer and contractual relationships

Travix offers the insurance "Chubb Travel Insurance" within the scope of flight bookings of future passengers and their relatives exclusively from Chubb and has concluded a cooperation agreement with Chubb for this purpose.

## Payment of compensation for mediation activities

Due to the referral of customers to Chubb, Travix receives compensation from Chubb, which is retained by Travix for its expenses. This compensation is included in the insurance premium.

### Liability

For negligence, errors or incorrect information by Travix in connection with the brokerage of the insurance "Chubb Travel Insurance" Chubb is liable to the customer.

## Data protection with Chubb

Chubb processes data obtained from the contract documents or from performing the contract and uses such data particularly for determining the premium, for investigating risk, for processing insured events, for statistical evaluations and for marketing purposes. Hard or electronic copies of the data are stored. Travix and Chubb may forward data to both national and foreign third parties involved with performing the contract where necessary, particularly to co-insurers and reinsurers and to both national and foreign Chubb companies for processing. Chubb may also obtain relevant information, particularly relating to the claims history, from official agencies and further third parties. This applies irrespective of whether the contract is concluded. The insured person has the right to request from Chubb the information prescribed by law regarding the processing of the data concerning him.

## Information for the Policyholder

# Chubb Travel Insurance – Initial Overview

This English translation may be used for information purposes only. The German wording prevails in case of litigation.

The following provides you with an overview of the insurance in accordance with the provisions of Art. 3 of the Swiss Insurance Contract Act (VVG). This information is not exhaustive. The full content of the contract can be found in the policy (where you will also find the agreed insurance benefits, insured sums and the insured person(s)) and the enclosed Comprehensive Conditions of Insurance (which contain the legally applicable precise definitions).

### 1. The Insurer

The Insurer is Chubb Insurance (Switzerland) Limited, hereinafter referred to as "Chubb". Chubb is a limited company under Swiss law and has its registered office at Bärengasse 32, 8001 Zurich.

Chubb Insurance (Switzerland) Limited ("CISL") is a subsidiary of Chubb Limited (a NYSE listed company). CISL is part of the Chubb Group of companies and may be subject to certain US laws and regulations in addition to UN and Swiss sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

### 2. Who is insured?

Persons who have their place of residence in Switzerland may be insured. The insured persons are specified in the policy and the Comprehensive Conditions of Insurance.

### 3. What is insured?

#### 1. Round Trip

A Trip Abroad during the period of insurance that takes place entirely within the area of travel stated in the Policy where travel begins and ends in the country of origin.

#### 2. One-way Trip

A Trip Abroad during the period of insurance that takes place entirely within the area of travel stated in the Policy but has no scheduled return back to the country origin.

The insured risks and the scope of cover are specified in the policy and the Comprehensive Conditions of Insurance. For some policies, an excess shall apply. Please refer to the overview of insurance cover in your Policy regarding this.

### 4. Who and what is not insured?

#### No insurance cover exists for losses:

- incurred on any journey for which you have been advised not to travel by your doctor.
- incurred as a result of carrying out the following activities on the trip:
  - riding;
  - jet skiing;
  - motorcycling (motorcycles are deemed to be all motorbikes, scooters, quads or trikes with an engine capacity of more than 50 cc);
  - sports diving and diving beyond the maximum depth permitted for the diving certificate achieved;
- incurred in connection with manual work during the trip;
- that had already occurred or should have been known at the time the insurance was concluded or the trip was booked;
- that were intentionally caused by you or other insured persons;
- that you or the other insured persons have caused as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;
- that have been caused either directly or indirectly by acts of war or civil war. Please refer to the Conditions of Insurance for definitions of the above terms;
- in relation to which the external loss adjuster such as e.g. a doctor is a direct beneficiary or is related to you or the other insured person by blood or marriage;
- which are incurred under the direct influence of drugs, medication, narcotics or medicinal products;
- which occur during active participation in:
- competitions, races and rallies or training for such races with motor vehicles or boats;
- competitions and training as a professional sportsperson or in connection with an extreme sport (e.g. skydiving, high mountain tours);
- dangerous acts by which a person knowingly exposes himself to a particularly great danger.
- In addition to the general exclusions, specific exclusions also apply to the individual types of cover.
- incurred on a trip where winter sports is the main reason for your trip.

### I. Medical costs abroad:

- Benefits for illnesses or accidents which had already occurred at the start of the trip. There is an exception for any unforeseen acute worsening of health due to a chronic condition
- Any symptoms or illnesses existing at the start of the trip and the consequences and complications of such
- Treatment abroad which was the sole reason or one of the reasons for undertaking the trip
- General check-up examinations and routine checks
- Examinations and medical treatment due to pregnancy as well as childbirth and termination of pregnancy unless these become necessary as a result of an unforeseen acute worsening of the health of the mother or of the unborn child
- Retention costs and statutory social security franchises

### II. Accident endowment:

- Accidents suffered by the insured person as a result of mental disorders or impaired consciousness as well as accidents suffered as a result of epileptic fits or other seizures which affect the insured person's entire body
- Damage to intervertebral discs as well as bleeding from internal organs and brain haemorrhages, unless these are caused by an accident
- For violent acts by third parties
- Infections, unless these are caused by therapeutic treatments or surgery necessitated by an accident
- Poisoning as a result of orally taking solid or liquid substances
- Abnormal disorders as a result of psychological reactions which cannot be directly and causally attributed to a physical injury / a physical loss, even if these are caused by an accident

### III. Cancellation and curtailment of the trip:

- Cancellation by the travel company
- Official regulations making it impossible to undertake the trip

### IV. Baggage and travel incidents:

- Losses as a result of you or other insured persons not taking the usual precautions to ensure the security of your personal baggage and property e.g. whilst this is at a publicly accessible place and not in your direct care
- Losses caused by abandonment, leaving property hanging, leaving property behind or dropping

- Damage to or loss of:
  - glasses, contact lenses, hearing aids, all kinds of prosthesis;
  - damage to securities, bonds, debentures, stamps;
  - documents of any kind;
  - damage to animals;
  - musical instruments;
  - glass, porcelain, antiques;
  - items at trade fairs and exhibitions;
  - pictures;
  - sports equipment while in use, bicycles;
  - televisions;
  - vehicles or accessories;
  - boats and / or auxiliary equipment;
  - to items loaned or entrusted to the insured person or hired by him;
  - for which we have not been provided with the police report or the public transport company's report;
  - personal items of baggage during transportation that are not reported to the public transport company immediately;
  - as a result of civil disturbances, rebellion, revolution, terrorism, military or unauthorised seizure of power;
  - all kinds of weapons.
- Losses as a result of seizure or confiscation by customs authorities or any other public authority
- Damage or destruction

### V. Personal liability:

No insurance cover exists for liability claims:

- if they exceed the scope of your statutory liability due to the contract or express commitments;
- arising from loss events suffered by persons who are close to you and who live together with you as a household;
- between several persons insured under the same insurance contract;
- due to losses to third party property and all pecuniary losses resulting from such property losses if you or the other insured persons have rented, leased, borrowed such property or have acquired it by infringement of property rights or if it is the subject of a separate contract of safe custody;
- damage to rented rooms / houses and their fixtures and fittings is included in accordance with Clause 3.7 (damage to rented property). The following remain excluded:
- liability claims for wear and tear and excessive use;
- resulting from the exchange, the transmission or the provision of electronic data as long as this relates to:
  - the deletion, suppression, destruction or modification of data;
  - non-recording or failed saving of data;
  - the disturbance of access to electronic data exchange;
  - the transmission of confidential data or information;
- resulting from losses arising from the infringement of personality rights or name rights;
- resulting from losses arising from hostility, bullying, harassment, unequal treatment or other discrimination;
- resulting from bodily harm arising from the transmission of an illness suffered by the insured person.

This list contains only the most common exclusions. Other exclusions can be found in the Comprehensive Conditions of Insurance, the Special Conditions and the Swiss Insurance Contract Act (VVG).

### 5. How is the premium calculated?

The amount of the premium is determined on the day of the conclusion of the Insurance Contract on the basis of the risk assessment that was made by us; the Insurance Premium is dependent on:

- the insurance period;
- the individual risk assessment that is made by us on the basis of the information received;
- the number of Persons Insured.

If circumstances are disclosed which significantly change the likelihood of a Claim, each party to the Insurance Contract (i.e. both You and Us) may demand an appropriate change in the amount of the Insurance Premium from the time the circumstance occurred, though not earlier than from the beginning of the current insurance period.

The amount of the premium is specified in the application and can be found in the insurance policy.

### 6. What are the payment terms?

The premium must be paid as a single sum immediately following the conclusion of the contract. Please refer to your insurance policy for the amount of the premium.

### 7. What duties and obligations do you have as a Policyholder?

Obligations are duties (before the conclusion of the contract, during the term of the contract and in the event of benefits becoming payable) which you must observe without fail in order to ensure that you do not lose cover either partially or in full. You must:

- before the conclusion of the contract:
  - answer all questions in the application form truthfully and fully (pre-contractual duty of disclosure).
- during the term of the contract:
  - pay the premium on time;
  - report any changes to your address or name;
  - report any changes to the facts stated in the application which are relevant for assessing risk (increased risk).
- after an insured event:
  - visit a doctor as soon as possible and follow his orders;
  - inform Chubb immediately.

Other duties can be found in the contract conditions and the Swiss Insurance Contract Act (VVG).

### 8. What is the term of the contract?

The commencement and end of the insurance are specified in the application form and set out in the policy.

### 9. How does Chubb handle your data?

Chubb processes data obtained from the contract documents or from performing the contract and uses such data particularly for determining the premium, for investigating risk, for processing insured events, for statistical evaluations and for marketing purposes. Hard or electronic copies of the data are stored. Travix Nethetlands BV and Chubb may forward data to both national and foreign third parties involved with performing the contract where necessary, particularly to co-insurers and reinsurers and to both national and foreign Chubb companies for processing. Chubb may also obtain relevant information, particularly relating to the claims history, from official agencies and further third parties. This applies irrespective of whether the contract is concluded. The insured person has the right to request from Chubb the information prescribed by law regarding the processing of the data concerning him.

# **Comprehensive Conditions of Insurance**

### **Chubb Travel Insurance**

Version 09.2020

## Introduction

This insurance policy provides both protection from the financial consequences of various risks relating to **travel** as well as active emergency aid via Assistance.

There are three cover options available. The insurance cover for each package differs considerably in places. Please therefore ensure that you read through the following Conditions of Insurance carefully.

You are the Policyholder and thus our contractual partner. You and / or your family members may be insured persons as long as they have not attained the age of 65 years at the time the contract is concluded. The insured persons are specified in the booking confirmation from your airline and / or the insurance policy.

We as the insurer provide the contractually agreed benefits.

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## Overview of insurance cover

	Category	Cover	Benefits	Excess
A	Assistance	A range of assistance and medical related services		
В	Medical costs abroad	Medical costs (subsidiary)	CHF 500'000	CHF 50
		Emergency dental treatment	CHF 250	CHF 50
		Accompanying Traveller Expenses	Return ticket, CHF 60 per day, max 10 days / CHF 600	CHF 50
		Travel Expenses	CHF 60 per day, max 10 days / CHF 600	CHF 50
		Repatriation	Included	CHF 50
		Repatriation of mortal remains / Burial expenses	CHF 5'000	CHF 50
С	Hospital Cash	Allowance after an accident abroad	CHF 15 for each full 24 hours up to a max of CHF 750	-
D	Accident endowment	Personal Accident - Death + Disability	CHF 10'000	-
E	Cancellation	Cancellation costs (maximum per trip) per person	Flight Cost plus CHF 500 unused travel costs	10%, min. CHF 50
F	Curtailment	Additional costs for changing booking or unused travel costs (maximum/trip) per person	In Europe: up to CHF 500 outside Europe: up to CHF 1'000	CHF 50
G	Missed Departure	Missed departure (due to delayed transportation)	CHF 200	CHF 50
н	Flight Delay & Trip Abandonment	Total delayed flight (amount per 12 hours' delay / max.)	CHF 75 after 12 hours, max CHF 300	-
		Trip Abandonment	In Europe: up to CHF 500 outside Europe: up to CHF 1'000	CHF 50
I	Baggage & travel incidents	Total loss of baggage (primary insurance)	CHF 1'500	CHF 50
		Valuables in total	CHF 250	-
		Single article limit	CHF 250	-
		Sports equipment in total	CHF 250	-
		Cash equivalents	CHF 300	CHF 50
		Passport & travel documents	CHF 250	
J	Baggage delay	Delayed baggage (after 12 hours)	CHF 200 after 12 hours	-
К	Personal Liability	Private liability abroad (subsidiary)	CHF 1'000'000	CHF 50

## Part 1. General Conditions of Insurance ("Consolidated Conditions")

Chubb Insurance (Switzerland) Limited, Bärengasse 32, 8001 Zurich, hereinafter referred to as "Chubb", is liable for the benefits agreed with the Policyholder and specified in this insurance document and the policy. The benefits are specified in the Comprehensive Conditions of Insurance and also by the provisions of the Swiss Insurance Contract Law (VVG).

The Consolidated Conditions for all insurance components only apply insofar as no provisions to the contrary are provided in the Special Conditions for the individual insurance components.

#### 1. Who is insured?

Cover exists for those persons who are specified as being insured in the flight confirmation document and / or the Policyholder's policy. The insurance policy is valid exclusively for trips abroad for a duration of up to 30 days. Please note Part 1. Clause 9 "When is there no insurance cover?".

#### 2. Where does the insurance apply?

The insurance applies, if you are fit to travel, to a trip abroad during the period of insurance and to the area of travel as stated in your policy of insurance. Please refer to the clauses "Uninsured events" (see Part 2., sections B to K, each clause IV. "Uninsured events").

#### 3. Commencement and end of the insurance cover

#### 3.1 Cancellation cover

Your insurance cover for travel cancellation commences upon purchasing the policy or upon the date of commencement of insurance specified in the policy, whichever is the later. This insurance cover ends upon leaving to commence the trip.

#### 3.2 Other than cancellation cover

Insurance cover under all other sections operates for a trip during the period of cover as stated in your policy.

- 3.3 When cover will end automatically
  - 3.3.1 Round trip

All cover will end when the period of insurance ends.

3.3.2 One-way trip

All cover will end 24 hours after you start your trip.

#### 4. When does the contract commence and end?

The contract is concluded for the period set out in the policy. The contract shall end without requiring any notice of termination on the specified date.

- 4.1 If a return trip is impossible:
- 4.1.1 as a result of adverse weather conditions, strike or other employment measures or technical problems, the policy shall be extended for up to a maximum of 14 days without any additional premium.

4.1.2 due to unfitness to travel supported by a medical certificate and treatment beyond the end of the insurance contract is consequently necessary; or

4.1.3 due to the medical necessity to stay with any other insured person, the duty to provide any benefit under this contract will continue to exist until fitness to travel is restored, but for no longer than 30 days.

#### 4.2 Your right of rescission:

You have the right to terminate the insurance contract within 14 days following its conclusion without having to give any reason. We shall refund your premium. If you report any insured event during this time, it will not be possible to rescind.

#### 4.3 Termination following an insured event

Following an insured event for which we have provided benefit, the insurance contract may be terminated in writing by you by no later than 14 days after obtaining knowledge that we have provided our benefit, and by us by no later than providing the agreed benefit. If you give notice of termination, insurance cover shall lapse 14 days after we have received such notice. If we give notice of termination, insurance cover shall lapse 30 days after you have received such notice.

#### 5. What are your obligations in an insured event?

- 5.1 You, or other insured persons, are under a duty:
- to do everything possible to contribute to the mitigation of the loss and to investigate the circumstances of such loss (duty to mitigate loss);
- to fully comply with your contractual or statutory duties relating to reporting, information or conduct (including immediately reporting the insured event to the contact address specified in Clause 16).
- 5.2 If the loss occurs as a result of an illness or injury, you or the other insured persons must ensure that the treating doctors are released from their duty of confidentiality and authorised to provide information to Chubb.
- 5.3 In an event of death we must be informed in such good time as to enable us to arrange a post-mortem at our expense before the funeral if it is possible that the cause of death may have been something other than the accident.

- 5.4 You must report insured events occasioned by criminal offences (e.g. burglary, robbery, malicious damage, bodily harm) to the responsible police station immediately and you must have the report certified.
- 5.5 Advance payments made by us or Chubb Assistance must be repaid within 30 days after returning to the place of residence.
- 5.6 You must inform us of the existence of other insurance policies or claims, e.g. with transport or travel companies, under which you can claim indemnity for the insured event in question; you must also inform us of claims made and indemnity payments received under such insurance as well as any third parties' obligations to provide indemnity.
- 5.7 If you or other insured persons are also able to claim benefits which have been provided by Chubb from a third party, these claims must be safeguarded and assigned to Chubb.
- 5.8 The claim for insurance benefits from us must be made in written or electronic form.

#### 6. What are the consequences of a breach of obligations in an insured event?

If any duties to report or duties as to conduct are culpably breached and if this affects the establishment or the severity of the consequences of the loss, we shall be entitled to reduce our benefits. There shall be no reduction if it can be proved that the conduct in breach of this contract did not influence the establishment and the severity of the consequences of the loss.

#### 7. What is required for claims against third parties (subsidiarity)?

If there are multiple insurance policies, our duty to provide benefit shall be secondary to that of other insurers. If the insured event is reported to us first, we shall provide advance benefits. The right of recourse shall devolve upon us to the extent that we have provided indemnity. This shall also apply if there is a duty for any social insurance or obligatory insurance to provide benefit (Swiss Federal Law on Accident Insurance (UVG), Swiss Federal Law on Health Insurance (KVG)). If any other company also provides their benefits on a subsidiary basis, then the respective companies shall be responsible for the costs in proportion to their insured sums. Claims under accident endowment insurance policies are excluded from this.

#### 8. What amount must you bear yourself? (Excess)

An excess applies to individual benefits. This sum shall always be deducted from the amount of any benefits provided by Chubb in an insured event and you must bear this excess yourself.

Please refer to your policy or the following descriptions of individual types of cover for the amount of your excess.

#### 9. When is there no insurance cover?

- 9.1 We shall not provide any insurance cover and shall not be obliged to pay any damages or insurance benefits under this contract if such insurance cover, damages payment or benefit would expose us or our parent or holding company to a sanction, prohibition or restriction in accordance with UN resolutions or trade or financial sanctions, statutes or regulations by Switzerland, the EU or the USA.
- 9.2 In addition to the restrictions and exclusions specified in the Special Conditions of Insurance, there is in principle no insurance cover for losses incurred as a result of carrying out the following activities on the trip:
- riding;
- jet skiing;
- motorcycling (motorcycles are deemed to be all motorbikes, scooters, quads or trikes with an engine capacity of more than 50 cc);
- sports diving and diving beyond the maximum depth permitted for the diving certificate achieved.
- 9.3 incurred in connection with trips during which manual work is undertaken;
- 9.4 incurred in connection with trips whereby the activity is undertaken in order to perform medical, cosmetic or other clinical treatments (e.g. dental treatments)
- 9.5 incurred in connection with cruises;
- 9.6 incurred on a trip where winter sports is the main reason for your trip;
- 9.7 that had already occurred or should have been known at the time the insurance was concluded or the trip was booked;
- 9.8 benefits for illnesses or accidents which had already occurred at the start of the trip. There is an exception for any unforeseen acute worsening of health due to a chronic condition;
- 9.9 any symptoms or illnesses existing at the start of the trip and the consequences and complications of such symptoms or illnesses;
- 9.10 that were intentionally caused by you or other insured persons;
- 9.11 that you or the other insured persons have caused as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;
- 9.12 that have been caused either directly or indirectly by acts of war or civil war.

However, insurance cover exists for losses which you or any other insured person experience as a result of acts of war if you are not actively participating in the war or civil war (passive war risk).

A person also actively participates if he delivers, removes or in any other way handles equipment, devices, apparatus, vehicles, weapons or any other materials designed for warfare on the side of a war-making party.

Losses caused by terrorist attacks are also insured if such attacks are in connection with a war or civil war which is carried out outside of the war-making parties' territories.

The insurance cover excludes in any event losses caused:

- by ABC weapons (atomic, biological or chemical weapons);
- in connection with a war or warlike conditions between China, Germany, France, Great Britain, Japan, Russia and the USA;
- stays or trips in countries or regions for which the Swiss Federal Department for Foreign Affairs (EDA) had already issued a travel warning or partial travel warning (regions) before the commencement of the trip;
- in connection with a war or civil war if Switzerland is involved as a war-making country or if the acts of war are taking place on Swiss territory.
- 9.13 in relation to which the external loss adjuster such as e.g. a doctor is a direct beneficiary or is related to you or the other insured person by blood or marriage;
- 9.14 which are incurred under the direct influence of drugs, medication, narcotics or medicinal products;
- 9.15 which occur during active participation in:
- competitions, races and rallies or training for such races with motor vehicles or boats;
- 9.16 competitions and training as a professional sportsperson or in connection with an extreme sport (e.g. skydiving, high mountain tours);
- 9.17 dangerous acts by which a person knowingly exposes himself to a particularly great danger;
- 9.18 as the pilot of an aircraft (including sports aircraft pilot), as long as a permit is required for this under Swiss law, or as any other crew member of an aircraft;
- 9.19 that are caused by ionising radiation of any kind, particularly nuclear transmutation.

#### 10. Definitions (where applicable and used)

- 10.1 Persons close to the insured person are:
- relatives (spouse, parents, children, parents-in-law, grandparents and siblings);
- partners and their parents and children;
- caregivers for minor children who are not travelling or dependants who require care.

#### 10.2 Close colleague / holiday cover

A close colleague / holiday cover is a person with whom you work and who is necessarily obliged to be present at work during your holiday.

#### 10.3 Cruise

A cruise is a trip on a ship lasting longer than 3 days for which the transport and accommodation is primarily located on an ocean or river.

#### 10.4 Adverse weather conditions

Weather conditions in which the police or other appropriate authorities advise that it is not safe to use the originally planned travel route using public communication channels (including TV and radio).

#### 10.5 Abroad

Outside of Switzerland.

#### 10.6 Trip

A trip is a private stay abroad of more than one day's duration. The maximum duration of a trip within the sense of these General Conditions of Insurance is limited to a total of 30 days. There is no cover for carrying out a manual work of any kind.

#### 10.7 Valuables

Valuables means jewellery, furs, valuables containing precious metals or precious stones, clocks and watches, music players of any kind (MP3 player, iPod, smart phones or similar), binoculars, audio systems, photographic equipment and video systems, printers, personal organisers or tablets and games consoles.

#### 10.8 Cash equivalents

Cash equivalents means cash and Travellers Cheques exclusively

#### 10.9 Documents

Documents are passports and identity cards as well as driving licences

#### 10.10 Travel company

A travel company is the airline company with which you have booked your flight for your trip.

#### 10.11 Public transport

Public transport is any means of transportation which runs regularly according to a timetable and for the use of which a ticket must be bought. Public transport does not include taxis and rental cars.

#### 10.12 Breakdown

A breakdown is any sudden and unforeseen failure of the insured vehicle as a result of an electrical or mechanical defect which makes it impossible for the trip to be continued or on the grounds of which it would be unlawful to continue the trip. The following are also deemed to be a breakdown: tyre failure; lack of fuel; vehicle keys locked inside the vehicle; or flat battery. Loss or damage to vehicle keys or using the wrong type of fuel do not constitute a breakdown and are not covered.

#### 10.13 Accident

Any sudden involuntarily harmful impact of an unusual external factor on the human body is deemed to be an accident. An accident is also deemed to occur if, due to excessive exertion on the limbs or the spine, a joint is sprained or muscles, tendons, ligaments, or joint capsules are strained or torn, or in the event of drowning or death by asphyxia under water as well as damage to health typical to diving (decompression sickness, barotrauma) without being able to establish an accident event.

#### 10.14 Motor vehicle

Any damage to an insured motor vehicle caused by a sudden and violent external event making it impossible for the trip to be continued or causing it to be unlawful to continue the trip is deemed to be an accident. This particularly includes events caused by impact, collision, overturning, crashing or sinking.

#### 10.15 Serious illness / serious accident consequences

Illnesses or accident consequences are deemed to be serious if they result in a temporary or permanent incapacity for work or if they result in a compelling inability to travel.

#### 10.16 Winter Sports

Bigfoot skiing, bobsleighing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, luging, monoskiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

#### 10.17 Round Trip (outward and return flight):

Is a Trip that commences upon leaving your home including any stopovers on your outward Trip to your destination and return Trip home of up to 24 hours, and ends upon your return to your place of residence subject to a maximum duration of 30 days.

10.18 One-way Trip (outward flight only):

Is a Trip that commences upon leaving your home and ends 3 hours after leaving passport control at your destination, including any stopovers on your Trip to your destination of up to 24 hours.

#### 11. When are the benefits payable?

If the legal basis of our duty to provide benefit and the amount of benefit is established, then payment of the benefit must be made within two weeks unless the Special Conditions state otherwise.

#### 12. In which currency are benefits paid?

We always pay our benefits in Swiss Francs (CHF). For the conversion of foreign currencies the exchange rate for the day on which the costs were paid by you or any other insured person shall be applied.

#### 13. Limitation

The claims arising from the insurance contract shall lapse two years after the occurrence of the event establishing the duty to provide benefit.

#### 14. Hierarchy of conditions

The Special Conditions for the individual insurance components shall take precedence over the General Conditions for all insurance components.

#### 15. Jurisdiction and applicable law

Claims against Chubb may be submitted to the court with jurisdiction for the company's registered office or your place of residence in Switzerland or that of any other person entitled to make a claim. The Swiss Insurance Contract Act (VVG) shall also apply in addition to these Conditions.

#### 16. Contact address

#### In case of medical assistance needed: +41 225 801 729

#### For all other claims: +41 225 801 728 or travelinsurance@broadspire.eu

Chubb Insurance (Switzerland) Limited, Bärengasse 32, 8001 Zurich

## Part 2. Special Conditions for the individual insurance components

### A Assistance

#### I. What is insured?

The provision of assistance services which become necessary during a trip **abroad** with and without meeting costs is insured. **Preconditions for providing benefits:** 

It is a precondition for the provision of assistance and the reimbursement of the associated financial benefits (if insured) that you or an authorised person contacts Chubb Assistance following the occurrence of the insured event and agrees to the further course of action.

Chubb Assistance is responsible for deciding whether and in what manner to provide assistance services together with the parties concerned (e.g. the treating doctor). You have access to an emergency hotline 24 hours a day, 7 days a week. Please refer to your insurance policy for the relevant telephone number.

The information, organisation and agency services provided by the assister are insured. Costs incurred in connection with the agency / organisation services arranged by the service provider (e.g. for doctors, patient transport, accommodation costs etc.) shall only be reimbursed if the appropriate insurance module has been concluded.

In the event that third parties are commissioned resulting in costs accruing which are not covered by this insurance policy, the assister has the right to claim appropriate financial guarantees from the Policyholder or the insured person. The assister shall determine in what form and to what amount this shall take place.

This does not apply if the reimbursement of costs is explicitly specified below.

#### **II. Insurance benefits**

#### 1. Medical assistance and support

Please note that you are not obliged to make any payment for advice and support. However, if any costs are incurred as a result of Assistance, you are obliged to make payment if the costs are not insured as part of an insured event under the following types of cover at B - K below.

- 1.1 Guarantee of meeting the hospital or medical costs and paying invoices up to the amount specified in the policy.
- 1.2 Meeting the costs up to the amount specified in the policy for the medically reasonable transport of the insured person by means of a medically suitable means of transport (ambulance or aircraft). The following are insured:
- transport to the nearest hospital appropriate for treatment or to a specialist hospital;
- return transport to insured person's place of residence or to the nearest appropriate hospital to the insured person's place of residence as soon as such return transport is medically advisable and reasonable as well as any transfers between hospitals within the home country necessary for this;
- return transport for the insured person to his place of residence if he has been the direct victim of a terrorist attack, an act of sabotage, an attack or a physical assault and as a result of this is no longer emotionally in a position to continue the trip;
- 1.3 referral of doctors, specialist doctors, laboratories, hospitals;
- 1.4 organising a return call from a doctor or admittance to hospital;
- 1.5 organising childcare for minor children if their parents are hospitalised or are incapacitated as a result of insured event.

#### 2. Personal Assistance

Costs shall not be reimbursed for the following services. You simply benefit from Chubb Assistance's networking and service capabilities here. If the benefits are not insured under the following types of cover at B - K below, they must be refunded to Chubb within 30 days after returning to your place of residence.

2.1 Cash advance

Making contact with your bank and transferring the amount made available by such bank if there is no other facility for the transfer of funds and advancing a maximum of CHF 250 if it is not possible to make contact with the bank within 24 hours.

- 2.2 Informing relatives / colleagues and delivering important messages in the event of medical or travel problems
- 2.3 Support in the event of the loss of travel documents and tickets (no reimbursement of costs)
- 2.4 Emergency translation if the local service provider does not understand English
- 2.5 Criminal prosecution provisions

If you are arrested or threatened with arrest whilst travelling during the term of the contract because you have unintentionally contravened a law abroad, Chubb Assistance shall procure a lawyer and, if necessary, an interpreter and shall meet the associated court, legal and interpreting fees up to the amount specified in the policy.

## **B** Medical costs abroad

### I. Area of validity

The insurance applies to a trip during the period of insurance and to the area of travel as stated in your policy.

#### **II. Insurance benefits**

We provide our benefits as subsidiary insurance to the Swiss statutory social insurance schemes (KVG, UVG) and any supplementary health insurance policies you may have if cover under such policies is insufficient.

The following benefits shall be provided in accordance with the table of benefits upon the occurrence of a medical emergency, i.e. bodily injury or a sudden and unforeseen illness suffered by the insured person during the stay abroad which necessitates immediate inpatient or outpatient treatment by a recognised doctor which cannot be postponed until the insured person has returned to his home country if this is performed by a doctor / dentist or a person with appropriate operating licence:

- reimbursement of costs for inpatient stays in a hospital;
   costs for therapeutic treatments including medication;
- costs for hospital stays: we provide insurance cover according to the insured person's existing insurance cover in their country of residence / home country (general, semi-private or private ward). If you select a higher category than is privately insured when you are abroad, there shall be no claim for reimbursement unless Chubb Assistance grants its approval;
- emergency dental treatment and, in the event of damage to dental prostheses, necessary measures for repairing the ability to chew;
- medically reasonable transport to the nearest hospital appropriate for treatment or to a specialist hospital;
- return transport to insured person's place of residence or to the nearest appropriate hospital to the insured person's place of residence as soon as such return transport is medically advisable and reasonable and return transport for the insured person to his place of residence if he has been the direct victim of a terrorist attack, an act of sabotage, an attack or a physical assault and as a result of this is no longer emotionally in a position to continue the trip. Chubb Assistance may arrange any of the above types of transport if it deems this to be necessary and safe;
- any additional accommodation costs for you up to a maximum of CHF 60 per day for a maximum of 10 days or CHF 600 plus return flight if the original arrangement extends beyond the original date of the return flight as a result of illness or unfitness to travel. These costs must be approved by Chubb Assistance and shall be deemed to be the same type and quality as the original arrangement;
- any additional accommodation costs for a person close to you up to a maximum of CHF 60 per day for a maximum of 10 days or CHF 600 plus return flight if the original arrangement extends beyond the original date of the return flight as a result of illness or unfitness to travel. These costs must be approved by Chubb Assistance and shall be deemed to be the same type and quality as the original arrangement;
- organising and meeting the basic costs of the repatriation of remains to the place of residence in the event of death;
- costs of a funeral in the area of travel abroad.

The excess is CHF 50.

#### III. Insured event

A medical emergency, i.e. sudden bodily injury or a sudden and unforeseen illness during the stay abroad, occurs during the trip that may result in death which necessitates immediate inpatient or outpatient treatment by a recognised doctor and which cannot be postponed until you have returned to your home country.

Confirmation of fitness to travel by a qualified doctor is required no earlier than 5 days before departure for trips to be undertaken by pregnant women from the 28th week of pregnancy.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

- Benefits for illnesses or accidents which had already occurred at the start of the trip. There is an exception for any unforeseen acute worsening of health due to a chronic condition
- Any symptoms or illnesses existing at the start of the trip and the consequences and complications of such symptoms or illnesses
- Treatment abroad which was the sole reason or one of the reasons for undertaking the trip
- General check-up examinations and routine checks
- Examinations and medical treatment due to pregnancy as well as childbirth and termination of pregnancy unless these become necessary as a result of an unforeseen acute worsening of the health of the mother or of the unborn child
- Psychoanalytical and psychotherapeutic treatments
- Aids (e.g. prostheses, glasses, insoles, compression stockings etc. as well as health requisites such as heat lamps and thermometers)
- Treatment by practitioners of alternative medicine

- Wellness treatments e.g. massage
- Expenses incurred by methods of treatment and / or medication which are not generally scientifically recognised either in the home country or at the place where the insured person is staying
- Treatments or other measures which exceed what is medically necessary. In such a case we are entitled to reduce the benefit by a reasonable amount
- Retention costs and statutory social security franchises

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must immediately upon the occurrence of the insured event:

- inform Chubb Assistance immediately of all details of any circumstance which could result in a duty to provide benefit;
- inform Chubb Assistance of any hospital treatment within 10 days of the start of such treatment;
- be examined by a doctor instructed by us on request.

### C Hospital cash

#### I. Area of validity

The insurance applies to a trip during the period of insurance and in the area of travel as stated in your policy.

#### **II. Insurance benefits**

For each 24 hours or part thereof that you are in hospital as a result of an insured accident, we shall pay the agreed insured sum of CHF 15 per day up to a maximum of CHF 675.

#### **III. Insured events**

You receive medically necessary inpatient treatment as a result of the accident or undergo ambulatory surgery under anaesthesia in a hospital as a result of the accident. Local anaesthetic shall not be regarded as anaesthesia within the meaning of these Comprehensive Conditions of Insurance.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

Treatments and stays in sanatoriums and convalescent homes are deemed not to be medically necessary treatment.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must immediately upon the occurrence of the insured event:

- inform Chubb Assistance immediately of all details of any circumstance which could result in a duty to provide benefit;
- inform Chubb Assistance of any hospital treatment within 10 days of the start of such treatment;
- be examined by a doctor instructed by us on request.

## **D** Accident endowment

#### I. Area of validity

The insurance applies to a trip during the period of insurance and in the area of travel as stated in your policy.

#### **II. Insurance benefits**

We provide the agreed insurance cover in the event of accidents suffered by the insured person during the insured trip that lead to accident-related death or an accident-related permanent degree of disablement of more than 20% within 12 months of the accident. We pay the amount specified in the Policy in these cases. We only pay these insured sums once. No further claims for benefits may be made against us under the accident insurance abroad after payment of this sum. If the insured person has not yet attained the age of 16 years on the date of the accident, 75% of the insured sum specified in the Policy shall be paid. The degree of disablement is calculated in accordance with clause D II. 1. and clause D III.

#### 1. Disablement

We pay the disablement benefit as a capital sum.

The amount of benefit is calculated based on the insured sum and the degree of disablement caused by the accident. However, there shall be no payment of more than 100% (even if there are several damaged body parts / sensory organs).

In the event of the loss of or total functional incapacity of the following body parts and sensory organs, the following degrees of disablement shall apply exclusively:

- Arm 70 %; Arm up to above the elbow joint 65 %; Arm below the elbow joint 60 %
- Hand 55 %; Thumbs 20 %; Index finger 10 %; Other finger 5 %
- Leg above the middle of the thigh 70 %; Leg up to the middle of the thigh 60 %; Leg below the knee 50 %; Leg up to the middle of the lower leg 45 %
- Foot 40 %; Big toe 5 %; Other toe 2 %
- Eye 50 %
- Hearing in one ear 30 %
- Sense of smell 10 %
- Sense of taste 5 %

For the partial loss or partial impairment of function the corresponding portion of the respective percentage applies. For other body parts and sensory organs, the degree of disablement is measured according to the degree of impairment of the normal physical or mental capacity as a whole. Only medical aspects are considered in doing this.

#### 2. Accidental death

We pay the death benefit as stated in the table of benefits as a capital sum.

#### **III. Insured events**

The physical or mental capacity of the insured person is permanently impaired as the result of an accident (disablement). An impairment is permanent if it is likely to exist for more than three years and no change to the person's condition is expected.

#### 1. The disablement:

- 1.1 occurred within 12 months of the accident; and
- 1.2 was diagnosed by a doctor in written or electronic form and was claimed by you by submitting a medical certificate to us within 15 months of the accident.
- 1.3 There shall be no claim for disablement benefit if death occurs as a result of the accident within one year of the accident (accidental death).

#### 2. What are the effects of illnesses or disabilities?

As an accident insurer, we provide benefits for consequences of accidents. If illnesses or disabilities have contributed to the damage to health or consequences of such damage to health caused by an accident event, then reductions shall be made as follows:

- in the event of disablement, the percentage of the degree of disablement shall be reduced;
- in the event of death and, unless agreed to the contrary, in all other cases, the benefit shall be reduced;
- in proportion to the illness or the disablement.

However, if the proportion of contribution amounts to less than 40%, the reduction shall not be applied.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

#### 1. No insurance cover exists for the following accidents:

Accidents suffered by the insured person as a result of mental disorders or impaired consciousness as well as accidents suffered as a result of epileptic fits or other seizures which affect the insured person's entire body.

#### 2. The following injuries are also excluded:

- 2.1 damage to intervertebral discs as well as bleeding from internal organs and brain haemorrhages, unless these are caused by an accident;
- 2.2 damage to health caused by radiation unless exposure to such is as a result of an accident;
- 2.3 damage to health caused by therapeutic treatments or surgery to the body of the insured person unless such treatment or surgery is arranged as a result of an insured accident;
- 2.4 for violent acts by third parties;
- 2.5 infections, unless these are caused by therapeutic treatments or surgery necessitated by an accident;
- 2.6 poisoning as a result of orally taking solid or liquid substances.
- 2.7 However, poisoning caused by the one-off ingestion of a poisonous foodstuff is included, provided that any damage to health resulting therefrom occurs within 48 hours and is medically diagnosed within this time;
- 2.8 abnormal disorders as a result of psychological reactions which cannot be directly and causally attributed to a physical injury / a physical loss, even if these are caused by an accident.

#### 3. However, insurance cover exists:

- 3.1 if these disorders or seizures are caused by an accident event covered by this contract;
- 3.2 for accidents caused by impaired consciousness due to intoxication; however, if the accident occurs whilst driving a motor vehicle, cover shall only exist if the blood alcohol level at the time of the accident was below the drink-drive level defined according to the local law;
- 3.3 for accidents which are triggered by a heart attack and stroke.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

Following an accident which is expected to result in an obligation to provide benefit, you or the insured person must immediately:

- consult a doctor;
- follow the doctor's orders; and
- notify us.

If doctors are instructed by us, the insured person must also be examined by such doctors. We shall bear the necessary costs. If the accident results in death, we must be informed of this within 48 hours, even if we have already been informed of the accident. If necessary, we shall be granted the right to have a post-mortem examination / exhumation carried out by a doctor instructed by us.

## E Cancellation costs insurance ("Cancellation")

#### I. Area of validity

The cancellation insurance commences at the time of the definitive booking and ends upon the commencement of the insured trip.

#### II. Insurance benefits

#### 1. Cancellation costs

If you or other insured persons cancel the trip as a result of an insured event, Chubb shall pay the contractually owed cancellation costs up to the insured sum specified in the overview of insurance cover. This includes cancellation costs for:

- overnight arrangements;
- flights or other means of transport;
- excursions.

#### 2. Excess

The excess is 10% of the travel price subject to a minimum of CHF 50.

#### **III. Insured events**

- Serious or sudden illness, quarantine as a result of a serious infection, serious accident, pregnancy complications or as a result of death, as long as the event concerned occurs after the time of the booking:
  - suffered by you;
- suffered by an accompanying person who has booked the same trip and has cancelled it;
- suffered by a person close to you—although close persons are excluded from quarantine as an insured event.
- If several people have booked the same trip, this can be cancelled by a maximum of 10 people.
- Cover shall only exist in the event of psychological conditions if:
- a psychiatrist certifies the inability to travel and incapacity for work; and
- the incapacity for work is proven by producing a certificate of absence from the employer.
- Cover shall only exist for chronic illnesses if the trip has to be cancelled as a result of a medically certified unexpected acute worsening of the condition. It is a prerequisite that at the time the trip was booked the state of health was stable and the person was fit to travel.
- In the event of pregnancy, insurance cover shall only exist if incurred in an emergency as a result of complications which are diagnosed by a Doctor who specialises in obstetrics, e.g. by a gynaecologist.
- If you miss the commencement of your trip due to a burglary or attempted burglary at your place of residence or that of any other insured person and the police require your presence.
- Due to damage caused by fire or flood at your place of residence or that of a jointly insured person if such damage occurs within 7 days of the commencement of the trip.
- If you are unexpectedly called as a witness in court proceedings.
- As a result of unexpected unemployment after concluding the insurance policy.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

#### 1. Poor recovery / pre-existing conditions or chronic illnesses

If an illness or the consequences of an accident, of an operation or of a medical procedure already existed at the time of booking the trip and no recovery has been made by the date of travel. If no recovery has been made by the date of travel from the consequences of an operation / medical procedure which was planned at the time of booking the trip but which took place thereafter.

#### 2. Cancellation by the travel company or the party under a duty to provide the service (service provider)

If the travel company or the party under a duty to provide the service (service provider) cannot or can only partially provide the contractual services, cancels the trip or will have to cancel the trip on the basis of the specific circumstances and is under a statutory duty to provide a refund for the services which have not been provided. The specific circumstances according to which the trip will have to be cancelled include recommendations made by the Swiss Federal Department of Foreign Affairs not to travel to the area concerned.

#### 3. Other

If the booked trip cannot be undertaken as planned as a result of:

- 3.1 You being called as a witness having been foreseeable in the context of your regular professional activities (e.g. due to working as a loss adjuster);
- 3.2 You being at fault for losing your position or you have resigned your position;
- 3.3 You having been or being self-employed or with a temporary contract.

#### 4. Expenses & payment in kind

- 4.1 Expenses for administration fees and for insurance premiums shall not be refunded.
- 4.2 Services remunerated by way of payment in kind e.g. bonus points, air miles, time shares or similar bonus schemes shall not be refunded.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must cancel the booked trip with the travel company immediately upon the occurrence of the insured event and then inform Chubb of the loss event in writing.

### **F** Curtailment

#### I. Area of validity

Insurance cover commences upon commencement of the insured trip for the period of insurance and in the area of travel as stated in your policy.

#### II. Insurance benefits

#### 1. Curtailment costs

- 1.1 We shall refund the costs for booked and contractually owed travel or accommodation services which were not utilised which you can prove you incurred.
- 1.2 The compensation shall be calculated from the total price of the trip. The proportion of unused days to the total days of the trip shall be calculated.
- 1.3 We shall refund additional costs which you can prove you incurred for changing the booking or alternative transport in a means of transportation which is similar to that of the originally planned return trip on the most direct alternative route including necessary accommodation costs.

#### 2. Limit

The insurance benefit is limited to the amount specified in the policy.

#### 3. Excess

The excess is CHF 50.

#### **III. Insured events**

Curtailment reasons: You or the other insured persons must curtail or adapt the trip for one of the reasons specified in E III.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

You or the other insured persons cannot curtail or adapt the trip according to the reasons specified in E IV.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must cancel the booked trip with the travel company immediately upon the occurrence of the insured event and then inform Chubb of the loss event in writing.

### G Missed departure

#### I. Area of validity

Insurance cover commences upon concluding the policy and applies for each flight specified on the booking confirmation as part of the insured trip.

#### **II. Insurance benefits**

#### 1. Missed departure

The insurance provides for payment of up to the maximum insured sum in the event of delayed arrival at the place of departure for any necessary hotel or transport costs in order to reach the area of travel or place of residence.

#### 2. Excess

The excess is CHF 50.

#### **III. Insured event**

#### 1. Public transport delays

The insured event occurs due to a public transport delay as a result of:

- a breakdown or road traffic accident involving the taxi or car supposed to transport you to the place of departure;
  - the means of transport that you intended to use to travel to the airport being delayed.

#### 2. Special conditions for insurance cover

#### You must:

- provide documentary evidence of your accident / breakdown;
- provide a written statement from the public transport company regarding the type, reason and length of the delay.
- You must leave your place of residence at a time that would normally enable you to arrive for your departure in good time using public transport.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

- Delays that were caused by you or insured persons travelling with you.
- Losses incurred because you have declined an offer of an alternative flight of a similar quality that would have arrived at an earlier time.
- Official regulations
- If the booked trip cannot be undertaken as planned as a result of official regulations.
- Strikes that had already been announced or carried out when concluding the insurance policy.
- Services remunerated by way of payment in kind e.g. bonus points, air miles, time shares or similar bonus schemes.
- Hotel or transport costs that were booked at a higher class than the original e.g. business class instead of economy.
- Losses incurred as a result of volcanic ash.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must provide the following documents immediately upon the occurrence of the insured event:

- written statement from the public transport company regarding the type, reason and length of the delay;
- report from the police of breakdown company regarding the accident / breakdown;
- invoices / receipts for transport and hotel costs.

## H Flight delay & trip abandonment

#### I. Area of validity

Insurance cover commences upon concluding the policy and applies for each flight as specified on the booking confirmation.

#### **II. Insurance benefits**

#### 1. Flight delay

The insurance covers any necessary personal costs incurred in the event of flight delay. From the twelfth (12th) hour of the flight being delayed, costs incurred for personal items shall be met up to an amount of CHF 75. Costs for personal food up to an amount of CHF 75 shall be met for each twelve (12) hours of delay thereafter. Costs incurred for personal items shall be met up to a maximum amount of CHF 300.

In the case of a delay of more than 24 hours, the benefits of clause H II. 2. apply.

#### 2. Trip abandonment due to a delay

If you abandon your trip after a delay of at least 24 hours of the scheduled outbound international departure, we will refund your unused travel and accommodation costs up to the amount stated in the Overview of insurance cover that You have paid or are contracted to pay and which cannot be recovered from any other source.

#### 3. Mutual exclusiveness

A claim can only be made under item H.II.1 or under item H.II.2 above, not both.

#### III. Insured event

#### 1. Flight delay

The flight is delayed by more than 12 hours (calculated from the original official departure time). The flight is delayed by more than 12 hours (calculated from the original official departure time) on the outbound Trip or the final part of the return Trip because the scheduled departure of Public Transport is affected by a strike; industrial action; Adverse Weather; mechanical breakdown or grounding of an aircraft due to mechanical or structural defect.

#### 2. Trip abandonment

The outbound flight is delayed for at least 24 hours (calculated from the original official departure time). because the scheduled departure of Public Transport is affected by a strike; industrial action; Adverse Weather; mechanical breakdown or grounding of an aircraft due to mechanical or structural defect

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

- Delays that were caused by you or insured persons travelling with you and losses incurred because you have declined an offer of an alternative flight of a similar quality that would have arrived at an earlier time.
- Any Claim Due To:
- Public Transport being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- a strike if it had started or been announced before the insurance was concluded;
- any journey by Public Transport commencing and ending in the country of departure.
- Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Any claim due to the insured person not allowing sufficient time for the journey.
- Any expenses that:
- the insured persons can recover from any tour operator, airline, hotel or other service provider;
- the insued person would normally have to pay during the trip.
- Any claim for travel abandonment caused by volcanic ash.
- The excess if the trip is abandoned.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must provide the following documents immediately upon the occurrence of the insured event:

- written confirmation from the airline company about the reasons for the flight delay;
- invoices / receipts for the purchased items.

## I Baggage & travel incidents

### I. Area of validity

The insurance applies to a trip during the period of insurance and in the area of travel as stated in your policy.

#### **II. Insurance benefits**

- Personal valuables are items taken or bought by you during your trip for personal use that you usually wear on your
  person or carry with you.
- You or other insured persons shall be paid, after deduction of an amount for prior wear and tear, the replacement value up to the sum specified per trip in the table of benefits.
- Please note the maximum limit per item. Items that always consist of several parts shall be deemed to be one item.
- Please also refer to the table of benefits for the insured sum for valuables and cash equivalents.
- We reimburse the replacement costs which you can prove you incurred for documents.
- Please refer to the table of benefits for any applicable excess.
- If you or other insured persons recover stolen or robbed property after the benefit has been paid, you may choose whether you wish to pay back the benefit or surrender the property to us. We may request you to make this decision within two weeks.
- The right to choose passes to us after this time.

#### III. Insured events

- You are insured if, during the course of the insured trip, your personal baggage, valuables or sports equipment:
   becomes lost, i.e. cannot be found or is stolen / robbed;
- is damaged; or
- is damaged, d
   is destroyed.
- Cash and valuables are only insured if they:
- are worn or used in accordance with their intended purpose; or
- are located in a locked room which is not publicly accessible in a safe which offers increased security even against the removal of the container itself; or
- are given over to a lodging company or a guarded cloakroom for safekeeping or are otherwise supervised.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

- Losses as a result of you or other insured persons not taking the usual precautions to ensure the security of your personal baggage and property whilst this is at a publicly accessible place and not in your direct care.
- Losses caused by abandonment, leaving property hanging, leaving property behind or dropping.
- Damage to or loss of:
- glasses, contact lenses, hearing aids, all kinds of prosthesis;
- damage to securities, bonds, debentures, stamps;
- documents of any kind;
- damage to animals;
- musical instruments;
- glass, porcelain, antiques;
- items at trade fairs and exhibitions;
- pictures;
- sports equipment while in use, bicycles;
- items/tools used for carrying out business activities;
- televisions;
- vehicles or accessories;
- boats and / or auxiliary equipment;
- to items loaned or entrusted to the insured person or hired by him;
- for which we have not been provided with the police report or the public transport company's report;
- personal items of baggage during transportation that are not reported to the public transport company immediately;
- as a result of civil disturbances, rebellion, revolution, terrorism, military or usurped power;
- all kinds of weapons.
- Losses as a result of seizure or confiscation by customs authorities or any other public authority, damage or destruction.
- Losses as a result of electrical or mechanical failure, general wear and tear, moth or vermin damage, denting.
- Losses as a result of scratching or any dyeing or cleaning process.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must immediately upon the occurrence of the insured event:

- report losses which occur in the custody of a third party (e.g. commercial carriers, hotels etc.) to such third party without delay or assert claims for compensation in good time;
- report losses caused by criminal offences (e.g. burglary, robbery, vandalism) to the responsible police station without delay submitting a list of all lost property and obtaining written confirmation of this from the police;
- upon request, send us a damaged item at your own expense by registered post with return receipt;
- For recovered insured property: inform us about the investigation as to the whereabouts or the recovery of the property without delay;
- refund any paid indemnity to us within two weeks or surrender the recovered item and assign the property rights to us;
- send us all necessary documents at your own expense, particularly:
- police certificates;
- confirmation of loss from the commercial carrier or lodging company;
- original recovery, replacement and repair bills.

### J Baggage delay

#### I. Area of validity

The insurance is valid for the outbound flight to the area of travel specified on the booking confirmation.

#### **II. Insurance benefits**

In the event of baggage delay of more than 12 hours, the insurance covers the costs incurred for clothes and toiletries that you have purchased after arriving in the specified area of travel. Substantiated costs of up to CHF 200 shall be reimbursed for each insured person affected by the delay.

#### **III. Insured events**

Your checked-in baggage on the outbound flight is delayed at the final destination by more than 12 hours. There is no insurance cover for baggage delay when returning to the place of residence.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

- Delayed baggage following the return flight to your place of residence.
- Delay, detention, seizure or confiscation by customs or other officials.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In order to be able to claim benefits from Chubb, you or other insured persons as persons entitled to claim must provide the following documents immediately upon the occurrence of the insured event:

- written confirmation from the airline company about the reasons for the baggage delay;
  - invoices / receipts for the purchased items.

## **K** Personal liability

#### I. Area of validity

The insurance applies to a trip during the period of insurance and in the area of travel as stated in your policy.

#### II. Insurance benefits

#### 1. Insurance cover

#### The insurance cover includes:

- 1.1 investigating liability;
- 1.2 defending unfounded claims for damages;
- 1.3 indemnifying the Policyholder against justified liability for damages.

Liability for damages is justified if you or the other insured person is obliged to provide compensation on the basis of statute, a court judgment, admission or settlement and we are bound by this. We shall only be bound by admissions made and settlements reached by you without our consent if there would have been a claim even without such admission or settlement.

If you are found to be liable for damages and the decision is binding on us, we must indemnify you against the third party claim within a period of two weeks;

- 1.4 defence counsel's costs in accordance with the fee scale or greater if expressly agreed with us for the appointment of defence counsel as desired or approved by us for you or the other insured persons in a criminal prosecution due to an insured event which may result in a liability claim for which insurance cover exists;
- 1.5 the provision of a security or bond for you if you have a statutory obligation to provide security for an annuity owing as the result of an insured event, or if the enforcement of a court ruling against the insured person can be prevented by providing a security or a bond;
- 1.6 the conduct of litigation in your name should an insured event result in litigation regarding the claim between you or other insured persons and the claimant or the latter's successor in title.
- 1.7 The costs of the litigation shall be met by us.

#### 2. Amount of benefits

Maximum limit per loss event:

- 2.1 Our provision of indemnity is limited to the agreed insured sums for each insured event. This also applies if the insurance cover extends to several parties liable to pay compensation. Several losses arising at the same time and from the same cause are treated as one loss event. The total amount of benefit for all insured events in one insurance year is limited to twice the agreed insured sum.
- 2.2 The expenditure for costs in accordance with Clause 1.5 shall not be deducted from the insured sum as benefits unless the litigation takes place in the United States of America (USA) or Canada. If the justified liability claims arising from an insured event exceed the insured sum, we shall bear the court costs in the ratio of the insured sum to the total amount of such claims. In such cases, we are entitled to discharge ourselves from providing further benefits by paying the insured sum and a portion of the hitherto incurred costs corresponding to the insured amount.
- 2.3 If you as an insured person are obliged to pay an annuity to the claimant and if the cash value of the annuity exceeds the insured sum or the remaining amount of the insured sum after the deduction of any other benefits arising from the same insured event, then the annuity to be paid shall only be refunded in the ratio of the insured sum or the remaining amount thereof to the cash value of the annuity. When calculating the proportional value, the cash value of the annuity and the amount of cover shall be determined in accordance with the declaration in the form of a business plan made to the responsible regulatory authority relating to this matter.

#### 3. Maximum benefit for damage to rented property

For insurance benefits resulting from damage to rented property in accordance with Clause 3.7, the payment of compensation shall be limited to the sum specified in the insurance contract per insured event and per insurance year. The total amount of benefit for all insured events in one insurance year is limited to twice the agreed insured sum.

#### 4. Limit to additional costs attributable to you

If the settlement of a liability claim by acknowledgement, satisfaction or settlement requested by us fails due to your conduct, then we shall not be obliged to pay any additional expenses for compensation, interest and costs accruing from the time of the insured person's refusal.

#### 5. Other liability insurance policies

In accordance with Part I Clause 7, any other existing insurance cover shall take precedence over this Travel Personal Liability Insurance.

#### 6. Excess

The excess is CHF 50.

#### **III. Insured events**

Insurance cover exists for circumstances in which a claim for compensation is made against you or other insured persons by a third party under private law statutory liability provisions because of a loss event occurring during the validity of the insurance contract which results in:

- the death, injury or damage to health of people (personal injury); or
- the damage or destruction of goods (property damage).

#### 1. Insured risks

Within the scope of the following provisions, the insurance cover extends to the statutory liability of the insured person as a private individual on insured trips abroad. Insured risks of everyday life are activities, particularly

- 1.1 as the head of a family or household (e.g. arising from the obligation to supervise minors);
- 1.1 as a cyclist;
- 1.2 relating to the participation in sport with the exception of the exclusions at Clause 4.2;
- 1.3 relating to the legitimate private possession and use of cutting and thrusting weapons, firearms, munitions and projectiles, but not for the purposes of hunting or criminal offences;

- 1.4 as a rider when using horses belonging to third parties for private purposes. Liability claims by the keeper or owner of the animals against the insured person are not insured;
- 1.5 as the keeper or carer of tame domestic pets, tame small animals and bees, but not dogs, cattle, horses, other riding and draught animals, wild animals or animals kept for commercial or agricultural purposes;
- 1.6 as the tenant (but not the long-term tenant, leaseholder, etc.) of apartments, hotel or boarding house rooms and residential houses rented for the purposes of business travel.

#### 2. Uninsured risks or risks with restricted insurance

#### 2.1 Professional and other activities

The risks of a business, profession, service or office (including honorary office), responsible work in any kind of association or an unusual or dangerous occupation are excluded.

#### 2.2 Motor vehicles, aircraft and watercraft

The liability of the owner, possessor, keeper or operator of a motor vehicle, aircraft or watercraft for losses caused by the use of such vehicle is not insured.

However, insurance cover exists for liability for losses caused by the use of:

- 2.2.1 model aircraft, unmanned balloons and kites:
- which are not powered by engines or propellants;
- the total flying weight of which does not exceed 5 kg; and
- for which insurance is not compulsory;

This extension does not apply to every kind of drone;

2.2.2 water sports vehicles, with the exception of own sailing boats and own or third party water sports vehicles with engines – including auxiliary or outboard motors– or propellants.

# IV. Uninsured events (in addition to Clause 9. "When is there no insurance cover?" of the Consolidated Conditions)

In addition to the exclusions set out at Part I Clause 9, no insurance cover exists for liability claims:

- if they exceed the scope of your statutory liability due to the contract or express commitments;
- arising from losses as a result of:
- hunting;
- participation in horse, bicycle or motor vehicle racing, boxing or wrestling or the preparation for such events (training);
- arising from loss events suffered by persons who are close to you and who live together with you as a household;
- between several persons insured under the same insurance contract;
- by legal representatives of parties without legal capacity or of parties with restricted legal capacity;
- due to losses to third party property and all pecuniary losses resulting from such property losses if you or the other insured persons have rented, leased, borrowed such property or have acquired it by infringement of property rights or if it is the subject of a separate contract of safe custody;
- damage to rented rooms / houses and their fixtures and fittings is included in accordance with Clause 3.7 (damage to rented property). The following remain excluded:
- liability claims for wear and tear and excessive use;
- damage to heating, boiler and hot water systems;
- to electrical and gas appliances;
- liability claims which are covered by the waiver of regress under the fire insurers' agreement for comprehensive loss to own or other property;
- which are attributable to asbestos or substances or products containing asbestos;
- which are directly or indirectly connected with energy-rich ionising radiation (e.g. rays of radioactive material or X-rays) and with laser and maser radiation;
- caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from such;
- arising from material damage caused by:
- the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust etc.);
- sewage, sponge formation, subsidence of land (including a structure erected upon it or a part of such), caused by landslides, tremors resulting from pile driving, caused by flooding of standing or flowing bodies of water;
- damage to fields caused by grazing cattle or game;
- resulting from the exchange, the transmission or the provision of electronic data as long as this relates to:
- the deletion, suppression, destruction or modification of data;
- non-recording or failed saving of data;
- the disturbance of access to electronic data exchange;

- the transmission of confidential data or information;
- resulting from losses arising from the infringement of personality rights or name rights;
- resulting from losses arising from hostility, bullying, harassment, unequal treatment or other discrimination;
- resulting from bodily harm arising from the transmission of an illness suffered by the insured person.
- The same applies to property damage and all pecuniary losses resulting from such caused by the illness of animals owned by the insured person which are either kept or sold by him.
- In both cases, insurance cover exists if the insured person proves that he acted neither intentionally nor grossly negligently.

# V. Duties in the event of loss (in addition to Clause 5. "What are your obligations in an insured event?" of the Consolidated Conditions)

In addition to the obligations in Part l Clause 5, you or other insured persons must observe the obligations specified below upon the occurrence of an insured event.

#### 1. Notification of loss

- 1.1 We must be informed of every insured event without delay, even if no claim for compensation has yet been made.
- 1.2 You must also inform us without delay if a liability claim is brought against you or if a public prosecution, proceedings by authorities or court proceedings are commenced, a default summons is issued or the dispute is announced by a court.

#### 2. Default summons / orders

You must enter an objection or any otherwise necessary legal challenge to a default summons or an order by administrative authorities to pay compensation in good time. Instructions from us are not necessary.

#### 3. Conduct of litigation

If a liability claim against you is brought before a court, then he must allow the litigation to be conducted by us. We shall appoint a lawyer on your behalf. You must grant the lawyer full authority and must provide all required information and requested documents.

#### 4. Authorisation

- 4.1 We are deemed to be authorised to make any declarations on your behalf which appear to us to be appropriate for the settlement or defence of the claim.
- 4.2 If you are granted the right to request the cancellation or reduction of any payable annuity due to a change in circumstances, then you are obliged to allow us to exercise this right on your behalf.

### Contact us

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## About Chubb

Chubb is the world's largest listed industrial insurer. With branches in 54 countries, Chubb offers property and casualty insurance products for individuals and companies, accident and supplementary health insurance products as well as reinsurance and life insurance products for a broad range of customers.

The company is renowned for its broad range of products and services, extensive sales capacity, exceptional financial strength, excellence in underwriting, high level of expertise in claims management and global branches.

The Chubb insurance companies offer insurance policies and services for a broad range of customers: multinational corporations and SMEs in the industrial insurance sector; wealthy individuals wishing to protect high-value or very high-value assets; individuals requiring life, accident, supplementary health, buildings, motor and speciality insurance cover; companies and affinity groups who conclude accident, health and life insurance programmes for their employees and members or who offer such programmes as options; and insurers protecting their risks by way of reinsurance policies.

The parent company of Chubb is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.