

## Customer information and General Terms and Conditions Health Care Costs for visitors

### Information for customers in accordance with the VVG (the Swiss law governing insurance contracts)

The following information for customers provides a clear and concise overview of the identity of the Insurer and the most important points contained in the insurance contract (Art. 3 of the Swiss law governing insurance contracts, the VVG). The content and extent of the rights and obligations arising out of the insurance contract are set out exclusively in the policy and the General Terms and Conditions of Insurance.

#### Who is the Insurer?

The Insurer is AGA International S.A., Paris, Wallisellen (Switzerland) branch, called Allianz Global Assistance or AGA in the following text and whose registered office is 2 Hertistrasse, 8304 Wallisellen. In matters relating to legal protection insurance, the Insurer is CAP Rechtsschutz-Versicherungsgesellschaft AG, based at Neue Winterthurerstrasse 88, 8304 Wallisellen, Switzerland.

#### Who is the Beneficiary?

The Beneficiary is the person designated as such in the policy.

#### What risks does the insurance cover, and what is the scope of the insurance protection?

The insured risks and the scope of insurance cover and any exclusions are set out in each policy and the General Terms and Conditions of Insurance. A summary description of the various insurance components is set out below for easier understanding:

##### – Medical expenses

Cover extends to medical expenses (up to the amount of the sum insured set out in the insurance policy) for emergency medical treatment in the event of illnesses or accidents involving the insured person. An excess of CHF 200.– applies per event.

##### – Assistance

Cover extends to the organisation and costs of medically prescribed repatriation or repatriation in the event of death. Cover applies only for persons resident abroad who enter Switzerland or a Schengen country.

##### – Search and rescue costs

Cover extends to search and rescue costs (up to the amount of the sum insured set out in the summary of insurance benefits), in the event the insured goes missing during the trip or stay, or is recovered from a physical emergency.

#### Who are the people covered by the insurance?

In the case of insurance policies with durations of less than one year (short-term insurance policies) the insured individuals are those specified in the policy. The insured individuals are solely those listed in the policy and the General Terms and Conditions of Insurance.

#### Duration and geographical scope of the insurance cover

The insurance applies during the agreed period of insurance indicated in the insurance policy within Europe, with the exception of the country of residence of the insured person as well as insurance cover that conflicts with economic or trade sanctions or embargoes imposed by the United Nations, the European Union, the United States of America or Switzerland.

#### What are the important exclusions?

The following list contains only the most significant exclusions to insurance cover. Other exclusions are contained in the exclusion paragraphs ("non-insured events and services") set out in the General Terms and Conditions of Insurance and the VVG:

- There is, as a matter of principle, no insurance cover for any of the insurance components for events that had already occurred at the time of taking out the insurance, or at the time of booking the travel package or at the time of beginning the trip; the same applies to events that were known on taking out cover, on booking the trip or on beginning the trip.
- There is no insurance cover for events such as the misuse of alcohol, drugs or medicines, suicide or attempted suicide, participation in strikes or civil unrest, races and training with motor vehicles or boats, participation in risky acts, in which the person knowingly runs a risk or engages in grossly negligent or wilful misconduct.
- The following are also excluded from insurance cover: war, terrorist attacks, disturbances of all kinds, epidemics, pandemics, natural disasters and incidents with nuclear, biological or chemical agents as well as their consequences. In addition cover does not extend to the consequences of events involving regulatory decisions, such as confiscation of property, imprisonment, restrictions on leaving the country or closure of airspace.
- Under the component **Assistance** no services will be provided, in particular if the AGA Emergency Hotline has not given its prior approval to those services. The same applies in the event of total or partial non-performance of contractual services on the part of the responsible tour operator.
- Under the **Medical Expenses, Assistance and Search and Rescue Costs** components, no cover exists for accidents and illnesses that were already present when the insurance cover started, together with their consequences, complications, worsening or relapse, particularly also for chronic and repeated illnesses, and independently as to whether they were already known or not to the insured person at the time the insurance cover started.

#### What are the duties of the Beneficiary and the insured individuals?

The following list contains only the most common duties. Further duties are set out in the General Terms and Conditions of Insurance and the VVG:

- Under cover for **Assistance**, on occurrence of the insured event, the AGA Emergency Hotline must be informed immediately and their approval obtained for any assistance measures to be taken and/or for the cost of these. The AGA Emergency Hotline is available round the clock (conversations with the hotline are recorded): Tel. +41 44 202 00 00 / Fax +41 44 283 33 33.
- Claims under the covers for **Search and rescue costs** and **medical expenses** must be notified to AGA in writing and without delay enclosing the necessary documents laid down in the special conditions to each of the individual insurance components (contact details as per the General Terms and Conditions of Insurance, paragraph I 11).
- In any case, the insured person is obliged to do everything possible to reduce and clarify the loss. In the event of a loss involving injury or illness, the insured must ensure that the doctors are released from their duty of confidentiality regarding AGA.
- If the person with the right to claim violates his/her obligations, AGA can refuse or reduce its benefits.

#### How much is the premium?

The level of the premium depends on the insured risks in each case, and on the cover required. The level of the premium will be defined at the time of application, and is set out in the policy.

#### When does the insurance cover begin and end?

The insurance cover starts on the date indicated in the insurance policy or in the insurance certificate (inpayment form policy). If a provisional date is entered in the insurance policy or insurance certificate (inpayment form policy), the insurance cover starts on the day of officially substantiated entry into Switzerland or a country of the Schengen area. If the date is missing, the start of the insurance will apply from the issue date of the insurance policy or in the insurance certificate (inpayment form policy).

## How can we help?

Allianz Global Assistance  
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Insurance policies with durations of less than one year (short-term insurance policies) end on the termination date defined in the application and set out in the policy. Insurance policies may be terminated prematurely, in principle, especially on the following grounds:

- After a loss, for which the insurer has provided services, provided that termination by the insurer takes place not later than at the time of payment in cash or settlement of the loss (e.g. assistance/legal protection) or termination by the Beneficiary occurs no later than 14 days after having knowledge of the payment or settlement of the loss.
- If the insurer increases the premium. Termination by the Beneficiary must in this case be delivered to the insurer no later than the last day before application of the new premium.
- Termination by the insurer in the case of an insurance fraud.

This list only contains the most common causes of termination. Further causes of termination can be set out in the General Terms and Conditions of Insurance and the VVG.

#### How does AGA handle information?

The processing of personal data is essential to the transaction of insurance business. In the processing of personal data AGA complies with the Swiss Data Protection Act (DPA). If necessary, AGA obtains any required permission to data processing from the claims notification form.

The personal data processed by AGA includes data relating to policy issue and policy / claims handling. In the first instance, information on the Beneficiary and/or the insured is taken from the proposal form and the claims declaration. In the interest of all Beneficiaries, under certain circumstances, data is also exchanged with previous domestic and foreign insurers and with reinsurers. AGA also processes personal data in connection with product enhancements, as well as for its own marketing purposes.

In order to offer value-for-money comprehensive insurance cover, AGA services may partly be provided by legally independent firms both domestically and abroad. These may be Allianz Group companies or partners. For the purposes of fulfilling its contractual obligations, AGA is bound to exchange data both within the group and outside.

AGA stores data electronically or physically in compliance with the legal provisions.

Persons whose personal data are processed by AGA, have the right in accordance with the DPA, to ask whether, and what data concerning them AGA actually processes; they may also request rectification of incorrect data.

#### Contact address for complaints

Allianz Global Assistance  
Sales Administration Tourism  
Hertistrasse 2  
PO Box  
8304 Wallisellen, Switzerland

## Summary of Insurance Benefits

Insurance components	Benefit	Maximum sum insured (SI)	
		per period of insurance	as set out in policy
A Medical expenses	Payment of the medical costs resulting from an accident or illness in Europe	per period of insurance	as set out in policy
B Assistance	Medically prescribed repatriation to the country of origin and repatriation in the event of death	per period of insurance	unlimited
C Search and rescue costs	Search and rescue costs	per period of insurance	10% of the medical expenses sum insured

## General Terms and Conditions of Insurance

The insurance protection provided by AGA International S.A., Paris, Wallisellen (Switzerland) branch (hereinafter referred to as Allianz Global Assistance or else AGA) is defined by the Insurance Policy and the following General Terms and Conditions of Insurance.

I	Common provisions relating to all components of insurance .....	2
II	Special provisions relating to the individual components of insurance .....	3
A	Medical expenses.....	3
B	Assistance .....	4
C	Search and rescue costs.....	5

### I Common provisions relating to all components of insurance

The common provisions for all components of insurance only apply to the extent that there are no contrary provisions in the Special Provisions to the individual insurance components.

#### 1 Insured persons

The insurance covers the people listed in the insurance policy, as long as

- they are not older than 80 years of age,
- their permanent place of residence is neither in Switzerland nor in the Principality of Liechtenstein, and
- they are travelling into Switzerland or into a Schengen country with a Schengen visa issued by the Swiss authorities.

#### 2 Duration and geographical scope

- 2.1 The insurance applies during the agreed period of insurance indicated in the insurance policy within Europe, with the exception of the country of residence of the insured person.
- 2.2 The insurance cover starts on the date indicated in the insurance policy or in the insurance certificate (inpayment form policy). If a provisional date is entered in the insurance policy or insurance certificate (inpayment form policy), the insurance cover starts on the day of officially substantiated entry into Switzerland or a country of the Schengen area. If the date is missing, the start of the insurance will apply from the issue date of the insurance policy or in the insurance certificate (inpayment form policy).
- 2.3 The medical expenses insurance is only valid if it is arranged no later than 5 days after arrival in Switzerland or a country within the Schengen area. If the person already has suitable insurance upon entry into Switzerland or a country within the Schengen area, subsequent Health Care for visitors cover will only be valid if this is arranged no later than 5 days after the end of the existing insurance cover. A medical certificate of health is required for later arrangement, and must be handed to AGA. AGA has the right to refuse the contract without giving reasons. The costs of this medical certificate are borne by the requesting person. In this case, if the date on which the insurance cover starts is missing from the proof of insurance, insurance cover will begin on the day of officially substantiated arrival in Switzerland or a country within the Schengen area.
- 2.4 Extension of the insurance cover is only valid if no gaps in insurance arise, and if there has been no case of loss/damage. In addition, the contract can only be extended on a maximum of two occasions within the permissible maximum duration of 185 days. AGA has the right to refuse extensions without giving reasons.
- 2.5 Permissible documents as evidence of date of arrival are: passport with entry stamp; if this is not available, passenger tickets or travel tickets (train, plane, bus, etc.); and if this is not available, written confirmation from the employer. If no proof of arrival can be produced, the insurance is not regarded as having been arranged.

### **3 Cancellation of the insurance contract**

- 3.1 If the Beneficiary can provide official proof (embassy, immigration police, municipality) in written form that entry into Switzerland or a country of the Schengen area was not granted, the premium is reimbursed; the original insurance policy or insurance certificate (inpayment form policy) must be submitted to AGA for reimbursement of the premium.
- 3.2 When a premium repayment is made, a charge of CHF 100.– will be deducted for administrative expenses.

### **4 Obligations in the event of loss/damage**

- 4.1 The insured person has a duty to do everything possible to minimise the loss/damage and to clarify it.
- 4.2 The insured person has a duty to undertake in full his/her contractual or legal obligations with regard to notification, information or conduct (including immediate prompt notification of the insured event to the contact address specified in paragraph I 11).
- 4.3 If the loss/damage has arisen as a result of illness or injury, the insured person must ensure that the medical personnel providing treatment are freed from their duty of confidentiality with regard to AGA.
- 4.4 If the insured person is also able to assert claims against third parties for which AGA has provided a settlement then he/she must safeguard these claims and subrogate them to AGA.
- 4.5 The AGA claims notification form may be downloaded from [www.allianz-assistance.ch/file-a-claim](http://www.allianz-assistance.ch/file-a-claim).

### **5 Violation of obligations**

If the person with the right to claim violates his/her obligations, AGA can refuse or reduce its benefits.

### **6 Non-insured events and benefits**

- 6.1 *If an event has already taken place at the time the contract is concluded, or if the event was discernible for the insured person at the time the contract was concluded, there will be no right to claim benefit.*
- 6.2 *Events are not insured if they have been caused by the insured person as follows:*
- *Misuse of alcohol, drugs or medical products*
  - *Suicide or attempted suicide*
  - *Participation in strikes or unrest*
  - *Participation in competitions and training sessions involving motor vehicles or boats*
  - *Participation in actions involving risks, where the Beneficiary knowingly exposes himself/herself to danger*
  - *Grossly negligent or pre-meditated conduct/omission*
  - *Committing or attempting to commit crimes or offences*
- 6.3 *The insurance does not cover activities related to an insured event, e.g. costs of replacement of the insured items or police-related matters.*
- 6.4 *The insurance does not cover the following events or their consequences: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.*
- 6.5 *The insurance does not cover the consequences of events caused by official decrees, e.g. confiscation of assets, imprisonment, ban on leaving the country or closure of air space.*
- 6.6 *If the purpose of the trip is for medical treatment.*
- 6.7 *If the certifier (expert, doctor, etc.) is a direct beneficiary or relative of the insured person by blood or by marriage.*
- 6.8 *The insurance does not cover costs relating to kidnappings.*
- 6.9 *There is no insurance cover if economic, trade or financial sanctions or embargoes of Switzerland are directly applicable to the parties to the policy and which prevent the operation of insurance cover. This also applies to economic, trade or financial sanctions or embargoes, imposed by the United Nations, the European Union or the United States of America, to the extent they do not contradict Swiss legislation.*

### **7 Definitions**

- 7.1 **Europe**  
The European area of application includes all the nations on the European continent plus the Mediterranean and Canary Islands, Madeira and the nations that border the Mediterranean but are outside Europe. The eastern border north of Turkey is formed by Azerbaijan, Armenia and Georgia, together with the Ural mountain range.
- 7.2 **Switzerland**  
For the purposes of insurance cover Switzerland is deemed to mean Switzerland and the Principality of Liechtenstein.
- 7.3 **Personal injury**  
An injury is the sudden, unintended damaging effect of an unusual factor on the human body.

### **8 Existence of more than one policy, claims against third parties**

- 8.1 In cases of (voluntary or mandatory) other insurance AGA provides services on a subsidiary basis, unless there is an identical paragraph in the other insurance policy. In such cases the statutory regulations on double insurance shall apply.
- 8.2 If an insured person has an entitlement under a different contract of insurance (voluntary or compulsory insurance), the cover is limited to that part of AGA benefits that exceeds that provided by the other insurance contract. Overall costs will only be reimbursed one single time.
- 8.3 If, despite subsidiary status, AGA has nevertheless provided benefits these shall be regarded as an advance payment, and the insured person and/or beneficiary shall subrogate his/her entitlement to claim against the third party (voluntary or compulsory insurance) over to AGA to the same extent.
- 8.4 If the insured person eligible claimant receives compensation from a liable third party liable or their insurer, then no compensation is due under this policy. If action is taken against AGA instead of the liable party then the insured and/or the eligible claimant must subrogate their liability claim over to AGA up to the amount of the compensation received.

### **9 Period of limitation**

The period of limitation for claims resulting from the insurance contract is two years from the time of the event upon which the duty to provide the benefit is based.

### **10 Place of jurisdiction and applicable law**

- 10.1 Actions against AGA may be filed in the court at the company's headquarters, or at the Swiss place of residence of the insured person or the person with an entitlement to claim.
- 10.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) is applied as a supplement to these provisions.

### **11 Contact address**

Allianz Global Assistance, Hertistrasse 2, P.O. Box, 8304 Wallisellen  
info@allianz-assistance.ch

## **II Special provisions relating to the individual components of insurance**

### **A Medical expenses**

#### **1 Sums insured**

The sums insured are given in the Overview of insurance benefits.

#### **2 Insured events and benefits**

In the event of an accident or an illness for which emergency medical treatment is appropriate, AGA will pay the costs of the following listed medical benefits (if the following benefits are accumulated, they will be limited by the maximum sum insured), as long as the emergency medical treatment has been requested by a certified doctor or dentist:

- Treatment measures, including medication
- Hospital treatment
- Service of qualified medical care staff in the event of care at home
- Treatment by a state-registered chiropractor
- Hire of medical aids
- In the event of an accident; initial provision of prostheses, spectacles, hearing aids, etc.
- Repair or replacement of medical aids if these have been damaged by an accident requiring medical treatment
- Transport to the nearest suitable hospital for treatment

AGA retains the right to decide upon the continuation of treatment in Switzerland, or a possible repatriation to a suitable hospital in the country of origin of the insured person.

### **3 Non-insured events (as a supplement to paragraph I 6: Non-Insured events and benefits)**

- 3.1 *Accidents and illnesses that were already present when the insurance cover started, together with their consequences, complications, worsening or relapse, particularly for chronic and repeated illnesses, and independently of whether or not they were already known to the insured person when the insurance cover started.*
- 3.2 *Investigation and treatment of dental and jaw diseases.*
- 3.3 *Investigation and treatment of conditions of tiredness and exhaustion, as well as nervous or psychological illnesses.*
- 3.4 *Investigation and treatment of malignant diseases, including check-ups.*
- 3.5 *Gynaecological, paediatric or general check-ups.*
- 3.6 *Prophylactic medication, sleeping tablets, tranquillisers, vitamins, homeopathic medications, vaccinations, first-aid kits, amphetamines, hormones and cholesterol-reducing drugs.*
- 3.7 *Pregnancy, abortion and birth, together with any complications, and the consequences of contraceptive or abortion measures.*
- 3.8 *Accidents while driving a motor vehicle for which the insured person does not fulfil the statutory requirements.*
- 3.9 *Accidents while flying in any kind of flying device (aviation activities, own piloting, etc.).*
- 3.10 *Accidents while carrying out manual work.*
- 3.11 *Massages and well-being treatments, plus cosmetic surgery.*

### **4 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)**

- 4.1 In order to claim AGA benefits, the insured or eligible beneficiary must inform AGA in writing of the insured event or loss (see paragraph I 11). The following documents must be submitted:
- Insurance policy or insurance certificate (inpayment form policy)
  - AGA claims notification form
  - Medical report and release from the medical duty of confidentiality (AGA form)
  - Invoice(s) for doctor's and/or hospital costs as well as the cost of medicines (incl. the relevant prescriptions), by means of which a reimbursement is applied for, all in original form
  - Proof of entry into Switzerland or the Schengen area: passport with entry stamp; if this is not available, passenger tickets or travel tickets (train, plane, bus, etc.); and if this is not available, written confirmation from the employer
- 4.2 The insured person must, at the request of AGA, be willing to undergo a medical inspection by the company doctor at any time.

### **5 Excess and cost credit**

- 5.1 **Excess**  
In every case of loss/damage, an excess of CHF 200.– will be deducted to the cost of the insured person.
- 5.2 **Cost credit**  
AGA does not issue cost credits nor make advance cash payments. The insured person will continue to be the debtor to the service providers (doctor, hospital, etc.).

## **B Assistance**

### **1 Sums insured**

The sums insured are given in the Overview of insurance benefits.

### **2 Insured events and benefits**

In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these. The AGA emergency hotline is available round the clock (conversations with the emergency hotline are recorded):

**Tel. +41 44 202 00 00**  
**Fax +41 44 283 33 33**

In the case of medical benefits, the AGA doctors have the sole right to decide upon the type and timing of the measures undertaken.

- 2.1 **Medically prescribed repatriation**  
If the Insured Person falls seriously ill or is seriously injured during the travel and if medical treatment is necessary, AGA shall, on the basis of an appropriate medical report, organise and pay for repatriation to a suitable hospital for treatment in the Insured Person's country of origin.
- 2.2 **Repatriation of the body in the event of death**  
If an insured person dies during the stay/journey, AGA-Assistance will pay the costs of conveying their mortal remains to the person's last permanent place of residence.

### **3 Non-insured events and benefits (as a supplement to paragraph I 6: Non-Insured events and benefits)**

- 3.1 *Failure of agreement by the AGA emergency call centre*  
*If the AGA emergency call centre has not agreed in advance to the benefits.*
- 3.2 *Accidents and illnesses that were already present when the insurance cover started, together with their consequences, complications, worsening or relapse, particularly for chronic and repeated illnesses, and independently of whether or not they were already known to the insured person when the insurance cover started.*
- 3.3 *Investigation and treatment of dental and jaw diseases.*
- 3.4 *Investigation and treatment of conditions of tiredness and exhaustion, as well as nervous or psychological illnesses.*
- 3.5 *Investigation and treatment of malignant diseases, including check-ups.*
- 3.6 *Gynaecological, paediatric or general check-ups.*
- 3.7 *Prophylactic medication, sleeping tablets, tranquillisers, vitamins, homeopathic medications, vaccinations, first-aid kits, amphetamines, hormones and cholesterol-reducing drugs.*
- 3.8 *Pregnancy, abortion and birth, together with any complications, and the consequences of contraceptive or abortion measures.*
- 3.9 *Accidents while driving a motor vehicle for which the insured person does not fulfil the statutory requirements.*
- 3.10 *Accidents while flying in any kind of flying device (aviation activities, own piloting, etc.).*
- 3.11 *Accidents while carrying out manual work.*
- 3.12 *Massages and well-being treatments, plus cosmetic surgery.*

### **4 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)**

- 4.1 In order to claim AGA benefits, on occurrence of the insured event, the insured or eligible beneficiary must inform the AGA Emergency Hotline immediately and obtain their approval for any assistance measures to be taken and/or for the cost of these (see paragraph II B 2).
- 4.2 In the event of a claim, the following documents must be submitted in writing to AGA (see paragraph I 11):
- Insurance policy or insurance certificate (inpayment form policy)
  - AGA claims notification form
  - Original booking confirmation, passenger tickets or travel tickets (train, plane, bus, etc.)

## **C Search and rescue costs**

### **1 Sums insured**

The sums insured are given in the Overview of insurance benefits.

### **2 Insured event and benefit**

2.1 If the insured person is registered as missing in Europe, or has to be rescued from a physical emergency, AGA will pay the necessary search and rescue costs.

2.2 The AGA Emergency Hotline may be contacted for assistance around the clock.

**Tel. +41 44 202 00 00**

**Fax +41 44 283 33 33**

### **3 Obligations in the event of loss/damage (as a supplement to paragraph I 4: Obligations in the event of loss/damage)**

In the event of a claim, the following documents must be submitted in writing to AGA (see paragraph I 11):

- Insurance policy or insurance certificate (inpayment form policy)
- Documents and/or official certificates that confirm that the loss/damage has actually occurred (e.g. detailed medical certificate with diagnosis)
- Original billing by the emergency organisation.