

## Customer information and General Terms and Conditions Baggage insurance

### 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:

##### – Travel baggage

Cover provides for compensation (up to a maximum of the sum insured set out in the summary of insurance benefits) of property for personal use carried with the insured or entrusted to a transport company that is stolen, damaged or destroyed during the trip, or lost or damaged during transit with a transport company. A restricted amount of cover applies to certain property, events or benefits. In the event of theft a deductible of CHF 200.- shall apply.

#### 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.

In the case of insurance policies with durations of one year (annual insurance policies), the policy will specify whether the insurance protection applies to the Beneficiary alone (single person) or for the Beneficiary and the people living in the same household as the Beneficiary, together with any under-age children who do not live in the same household (family insurance).

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

Insurance cover is valid worldwide for the period of insurance. This is without prejudice to local restrictions set out in the policy special conditions and relating to individual insurance components (e.g. Automobile assistance applies only in Europe) as well as to 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.*
- *The following, in particular, are not insured under the **Baggage** component: computer hardware, mobile phones, navigation devices, all types of software, valuables, which are left in a vehicle; film, photo and video equipment; jewellery and furs, for as long as these are travelling by public transport and come within the responsibility of the travel company as well as glasses (for damage or destruction); the same applies for damage due to the insured disregarding the general duty of care; leaving property, even for a short time, in a public place outside of the direct personal control of the insured person or mislaying or losing property or leaving it behind.*

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

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

- Under cover for **Baggage**, the cause, circumstances and extent of an event must be certified immediately and in detail (by the nearest police station in the event of theft or robbery, by the responsible third party or the travel/hotel management in the event of damage or the relevant public transport company in the event of loss or late delivery). The amount of the loss must be proven by original receipts.
- 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 beginning and end of the insurance cover are defined in the application and specified in the policy.

Insurance policies with durations of one year (annual insurance policies) will be automatically extended by a further year when they expire, provided neither the Beneficiary nor AGA have terminated the policy by giving notice of three months before term, in writing.

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 can we help?

Allianz Global Assistance  
Hertistrasse 2, 8304 Wallisellen, Tel. +41 44 283 32 22, Fax +41 44 283 33 83  
info@allianz-assistance.ch, www.allianz-assistance.ch

## 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)
H Baggage	Robbery, theft, loss, damage or destruction. A restricted amount of cover applies to certain benefits	per event as set out in policy

## General Terms and Conditions of Insurance

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

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### 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 or service components.

#### 1 Insured persons

- 1.1 The insurance covers whoever is listed in the insurance policy. If a family policy is arranged, this will include all those who live in the same household and any of their under-age children who do not live in the same household. The "Secure Trip Junior" version can only be taken out by persons under 26 years of age.
- 1.2 The insurance covers those people listed in accordance with paragraph I 1.1 if they have their permanent residence in Switzerland.
- 1.3 Except for annual policies, the insurance covers those people listed in accordance with paragraph I 1.1 if they live abroad, as long as they booked their trip in Switzerland.

#### 2 Geographical scope

Subject to provisions to the contrary in the special conditions relating to the individual insurance and/or service components, the insurance provides cover worldwide or in Europe, depending on the type of insurance arranged, or in accordance with the details provided in the policy.

#### 3 Renewal of insurance cover (annual policies)

- 3.1 Annual insurance policies are valid for 1 year from the commencement of insurance set out in the policy. Subject to paragraph I 3.2, upon expiry, they are extended automatically by another year in each case, provided neither the insured person nor AGA have terminated the contract by giving a period of notice of 3 months in writing before renewal date.
- 3.2 If the Beneficiary moves his/her residence abroad in the course of policy validity then the policy shall expire at next renewal following the change of residence. From the date of transfer of residence, insurance cover shall only be valid until the expiry date for trips booked in Switzerland.

#### 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 12).
- 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 <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 the trip is booked or at the time the booked services commence, or if the event was discernible for the insured person at the time the contract was concluded or the trip was booked or at the time the booked services commence, 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 **Closely connected persons**  
Closely connected persons are:
- Relatives (spouses, parents, children, parents-in-law, grandparents and siblings)
  - Personal partners and their parents and children
  - Carers of under-age children or relatives who are in need of care and are not travelling with the insured person
  - Very close friends, with whom there is intensive contact
- 7.2 **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.
- 7.3 **Switzerland**  
For the purposes of insurance cover Switzerland is deemed to mean Switzerland and the Principality of Liechtenstein.
- 7.4 **Damage by the elements**  
Damage by the elements covers loss or damage caused by events involving the elements, such as high water levels, floods, storm (wind speeds of at least 75 km/h), hail, avalanche, weight of snow, rock slip, rock fall or landslide. Damage caused by earthquakes or volcanic eruptions does not count as damage by the elements.
- 7.5 **Monetary assets**  
Monetary assets are cash, credit cards, securities, savings books, precious metals (as reserves, bullion or retail goods), coins, medals, loose precious stones and pearls.
- 7.6 **Trip**  
A trip includes a stay of more than one day's duration away from the usual place of residence, or a shorter trip at a location at least 30 km away from the usual place of residence, excluding journeys to work. The maximum duration of a trip within the meaning of these General Terms and Conditions is limited to a total of 92 days. For the annual travel insurance policies, the maximum duration of the trip is limited to 365 days.
- 7.7 **Travel company**  
A travel company (travel organiser, travel agent, airline, car hire company, hotels, course organiser etc.) includes any company that, based on a contract, provides travel services with and for the insured person.
- 7.8 **Public conveyance or means of transport**  
A public conveyance or means of transport is a method of transport that travels regularly, on the basis of a timetable, and for which a ticket has to be purchased. Taxis and hired vehicles do not count as public means of transport.
- 7.9 **Breakdown**  
A breakdown is a sudden, unforeseen failure of the insured vehicle as a result of an electrical or mechanical defect, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. The following are put in the same category as a breakdown: tyre faults, lack of fuel, vehicle keys locked in the vehicle and discharged battery. Loss of or damage to the vehicle key and incorrect fuel do not count as a breakdown and are not covered by insurance.
- 7.10 **Personal injury**  
An injury is the sudden, unintended damaging effect of an unusual factor on the human body.
- 7.11 **Motor vehicle accident**  
An accident is any damage to the insured vehicle, caused by a sudden violent external event, which makes it impossible to continue the journey, or which would make it illegal to continue the journey. In particular, this includes events caused by impact, collision, turning over, crashing, subsidence and immersion.
- 7.12 **Severe illness / Severe consequences of injury**  
Illnesses and/or consequences of injury are regarded as severe if they result in a temporary or permanent inability to work, or if they cause an absolute inability to travel.
- 8 Premium adjustment (annual policies)**  
AGA reserves the right to adjust premiums on annual policies and is entitled accordingly to request an increase in premium (only on annual policies). In such instances AGA shall notify the Beneficiary in writing no later than 30 days before the date of application of the new premium. The Beneficiary has the right to terminate the contract at that point in time at which the new premium would be applied. Termination notice by the Beneficiary is valid, provided it is received by AGA up to the last day before application of the new premium.
- 9 Existence of more than one policy, claims against third parties**
- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 10 Period of limitation**  
The period of limitation for claims resulting from the insurance contract is 2 years from the time of the event upon which the duty to provide the benefit is based. (Exception: Aircraft accident, here the limitation period is five years.)
- 11 Place of jurisdiction and applicable law**
- 11.1 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.
- 11.2 The Swiss law governing the insurance contract (the Bundesgesetz über den Versicherungsvertrag, or VVG) is applied as a supplement to these provisions.
- 12 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**

### **H Travel baggage**

#### **1 Insured items**

The insurance covers the travel baggage of the insured person, including souvenirs collected during the trip, i.e. all items owned by the insured person and taken on the trip for personal use or handed over to a transport company for conveyance.

#### **2 Geographical scope**

The insurance applies worldwide or in Europe, depending on the insurance cover agreed or in accordance with the details on the policy. The usual place of residence of the insured person is excluded.

### 3 Sum insured

The sum insured is given in the insurance policy.

### 4 Insured events and benefits

- 4.1 In the event of theft, robbery (theft under threat or use of force against the insured person), damage or destruction, loss or damage during transport by public transport or a late delivery by a public transport organisation, the following benefits will be paid per loss, taking into account the agreed sum insured:
- 4.1.1 In the event of a total write-off or loss, compensation will be paid for the current value of the insured items.
- 4.1.2 For partial loss/damage, the cost of repair of the damaged item will be limited to the current value.
- 4.1.3 The current value is defined as the original purchase price minus a deduction in value of 10 % during the first year after the date of purchase and a further 20 % in the following years, up to a maximum total of 50 %.
- 4.1.4 For films, data carriers, image carriers and sound media, the material value will be repaid.
- 4.1.5 In the case of delayed delivery by a public transport company, the recompense for indispensable purchases and hire charges will be limited to a maximum of 20 % of the agreed sum insured.
- 4.1.6 For personal and vehicle papers, and for keys, the costs are limited to the initial costs of procurement.
- 4.1.7 Scratch and wear damage on bicycles will be repaid to a maximum of CHF 200.–.
- 4.1.8 For travel souvenirs, a maximum of CHF 300.– will be paid.
- 4.2 In the event of robbery of monetary assets, the maximum repayment will be CHF 1,000.–, with a maximum of CHF 2,000.– for the robbery of tickets (train tickets, air tickets, etc.)
- 4.3 Musical instruments, sports equipment, bicycles, baby buggies, rubber dinghies and folding canoes are only insured during transport by the public transport companies.
- 4.4 A maximum of 50 % of the agreed sum insured will be paid in total for valuable items such as fur, jewellery, watches made with or of precious metals, or of above-average cost, and for photographic, film, video and sound equipment, including accessories in each case.
- 4.5 The insured person is subject to an excess of CHF 200.– per case of loss/damage by theft.

### 5 Non-insured items

- Motorboats, ships, surfboards and aircraft, including accessories in each case
- Valuables covered by a special insurance.
- Securities, deeds, business papers, travel tickets and vouchers, cash, credit and customer cards and stamps (see paragraph II H 4.2 for exceptions)
- Computer hardware (desktop, laptop, beamer, accessories, handheld devices, etc.), mobile phone devices, navigation equipment, and all kinds of software
- Valuable objects, which are left behind in a vehicle (either locked or unlocked).
- Items left on a vehicle, or overnight (10 pm to 6 am) in or on a vehicle where the insured person is not sleeping
- Precious metals, loose precious stones and pearls, stamps, retail goods, goods samples, items with an artistic or collectable value and occupational tools
- Film, photographic and video equipment, jewellery and furs, as long as they are within the scope of responsibility of the transport company, during transport by a public means of transport.
- Spectacles against damage and destruction
- Hearing aids and hearing aid accessories
- Theft, loss and destruction of valuables

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

Loss/damage attributable to the following causes is not insured:

- Failure by the Insured Person to exercise ordinary due care.
- Objects which are mislaid, lost and left behind.
- Objects which are forgotten or left unattended even for a short period at a place which is generally accessible to anyone outside the direct personal sphere of influence of the Insured Person.
- A method of custody of valuables which is not appropriate to the value of the object concerned (see paragraph II H 7)
- Pearls and gemstones which drop out of their mount.
- Temperature and weathering effects, and the effects of wear and tear
- Social unrest, looting, official bans, strikes or damages, whether caused directly or indirectly.

### 7 Duties of conduct while travelling

Valuable items such as furs, jewellery, watches with or without precious metals, precious stones or pearls, laptops, photographic, film, video and sound equipment, including accessories in each case, must, if they are not being worn or used, be kept in a locked room, not generally accessible. Even there, they must be kept under separate lock and key (suitcase, cupboard, safe). The manner in which the item is kept must be appropriate to its worth in each case.

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

- 8.1 The cause, circumstances and extent of the event must be confirmed by the insured person immediately and in detail:
- in the event of theft and robbery, by the nearest police station to the scene of the crime;
  - in the event of damage, by the transport company, the responsible third party or the travel or hotel management;
  - in the event of loss or late delivery, by the appropriate public transport company.
- 8.2 If the loss or damage during transport by a public transport company is only discovered after delivery, then the facts of the case must be reported in writing within 2 working days to the responsible transport company, and confirmed by them.
- 8.3 The level of damage must be proven by original receipts. If this is not possible, AGA may reduce or decline its benefits.
- 8.4 Damaged items must be kept available to AGA until the final settlement of the claim, and must be sent at the cost of the insured person for inspection upon demand.
- 8.5 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 12). The following documents must be submitted:
- Insurance certificate or the insurance policy
  - AGA claims notification form
  - Original booking confirmation (airline ticket/train ticket)
  - Confirmation of damage by the carrier (e.g. PIR)
  - Police report in the event of theft
  - Confirmation of the carrier on the definitive loss of luggage and damage certificate
  - Original purchase bill, in the absence a guarantee certificate, the repair invoice in the event of damage or else the quote for costs