

Information for persons insured under collective insurance

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Terms and Conditions of Insurance

Page 3 ff.

American Express® Corporate Platinum Card

American Express® Corporate Gold Card

(valid as of October 1, 2016)

American Express® Corporate Card

American Express® Business Travel Account

American Express® Treasury Card Account

(valid as of January 1, 2017)

The following information for persons insured under collective insurance provides an overview of the identity of the *insurer* and the essential content of the insurance contract (Art. 3 Para. 3 of the Swiss Insurance Contract Act ["Bundesgesetz über den Versicherungsvertrag"] [hereinafter called: "VVG"]). The specific rights and obligations of the *insured persons* are derived from the Terms and Conditions of Insurance, any application forms or insurance confirmations, and from the applicable statutory provisions (ICA).

1. Contracting parties

Swisscard AECS GmbH, as *issuer* (hereinafter: "*issuer*") of charge and credit cards (hereinafter called: "*card/s*"), has concluded a collective insurance policy with the below-specified *insurer* that grants the *insured persons* (see Fig. 2) entitlement to certain benefits for the *cards* specified in the insurance terms and conditions (see Fig. 3) relative to the *insurer*, but not relative to the *issuer*. The Insurance Terms and Conditions also detail the conditions for the assistance benefits.

The *insurer* and consequently the bearer of risk for the below-specified cover is:

Allianz Global Assistance

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), with registered domicile at Hertistrasse 2 in CH-8304 Wallisellen hereinafter called: "AGA" of "the *insurer*").

The *insurer* may delegate tasks to service-provider third parties within the context of the rendering of its performances.

2. Insured persons

The *insured persons* are derived from the definition on page 3 of the Terms and Conditions of Insurance.

3. Insured risks, scope of insurance cover as well as assistance benefits

The insured risks and the scope of insurance cover (including exclusions from insurance cover) as well as the individual insurance benefits are derived from the Terms and Conditions of Insurance, and particularly from the Table of Insurance Benefits (starting on page 5).

4. How is the premium calculated?

Premiums are owed to the *insurer* essentially on the by the *card issuer* as the Policyholder. In respect of the insurance policies included in the *cards*, the *card issuer* shall bear the insurance premium, unless otherwise agreed. If optional insurance benefits are offered for the *principal cardholder* that incur costs, then the premiums shall be expressly reported to the *principal cardholder* in advance within the context of admission to these insurance policies.

5. What are the duties and obligations of the insured persons?

The duties and obligations are listed in detail in the Terms and Conditions of Insurance as well as in the ICA.

The following are material duties of the *insured persons*, for example:

- If a damage event occurs, this must be reported to the *insurer* without undue delay.

- The *insured persons* must cooperate in the investigations of the *insurer*, e.g. in the event of a claim, and must submit all necessary documentation (obligation to cooperate).
- In case of a claim, reasonable steps to reduce and resolve the damage must be taken (duty to reduce damage).
- The *principal cardholder* is obliged to inform the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making *claims for benefits*, and also that the General Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or called up on the Internet under www.swisscard.ch.

6. Duration of the insurance cover

The insurance cover shall normally be in force as long as the *card* relationship is effective. Special provisions on the term of insurance cover (depending on covered risk) can be found in the Terms and Conditions of Insurance.

7. Amending the scope of cover/the Terms and Conditions of Insurance

The *insurer* and the *issuer* may amend the Terms and Conditions of Insurance (incl. insurance sums) in accordance with the provisions set out in the *GCI* (also see Fig. III AVB 8).

8. Information on the processing of person-related data

The *insurer* processes data that result from the contract documentation or contract processing and use these data particularly for calculating the premium, for risk evaluation, for processing claims, for statistical analyses, and for marketing purposes. The data are collected, stored, and deleted personally or physically or electronically in accordance with legal regulations. The *insurer* can share data for processing to the necessary extent with third parties in Switzerland and *abroad*, in particular the *issuer*, with *co-issuers* and reinsurers, service providers as well as domestic and foreign companies belonging to the *insurer*. In addition, the *insurer* can obtain relevant information from official agencies and other third parties, particularly with regard to the claim event. The *insured person* has the right to demand from the *insurer* information provided for by law regarding the processing of data relating to the *insured person*.

I. Structure of the Conditions/Introduction/Definitions

I.) A Structure of the Conditions

The Terms and Conditions of Insurance are composed of the following sections:

- I. Structure of the Conditions/Introduction/Definitions
- II. Overview of the insurance benefits
- III. General Terms and Conditions of Insurance (*GCI*)
- IV. Special Conditions of Insurance (*SCI*)
- V. Claims table

A definitive list of insurance benefits covered supplementary to the General Terms and Conditions of Insurance and the Special Conditions of Insurance is provided in the Table of Benefits. In the event of inconsistencies, the *Table of Benefits*, shall have precedence.

The General Terms and Conditions of Insurance are always applied if no other regulation is provided in the Special Conditions of Insurance. In the event of inconsistencies, the Special Conditions of Insurance shall be applicable.

Finally, the claims table lists the forms of evidence to be submitted when an *insured event* occurs. In the event of inconsistencies, it has precedence over the General and Special Conditions of Insurance.

I.) B Introduction

Swisscard AECS GmbH has concluded a collective insurance contract with the *insurer*, through which *cardholders* and other *insured persons* are entitled to claim certain benefits **from the insurer, although not from Swisscard AECS GmbH and/or third parties charged with processing the contractual relationship.**

The *principal cardholder* is obliged to inform the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making Claims for Benefits and also that the General Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or called upon the internet under **www.swisscard.ch**

Insured events must be reported without delay and directly to the insurer as soon as the insured claim becomes known, as otherwise entitlement to benefits may be lost.

I.) C Definitions

For ease of readability, differentiated gender designations have been avoided.

Meanings of terms used in the Terms and Conditions of Insurance:

Abroad

All countries outside the national territory in which the *insured person* is normally domiciled.

Accidents

An accident is any sudden, involuntary, external event which results in physical injury to the *insured person*.

An accident is also deemed to have occurred if heightened physical exertion to limbs or the spine causes a joint to be wrenched or strains or tears muscles, sinews, ligaments or capsules.

Additional cardholder

The person to whom the *issuer* issued an additional *card* at the request of the *principal cardholder*.

Advances

Advance for claims that are not covered by the insurance policy, and that the *insured person* must repay to the *insurer* within one month of the *advance* or return to the *state of residence*.

Alternative means of transport

Alternative means of transport with public transport, in order to travel from the originally booked starting point to the originally booked place of destination.

Breakdown

A *breakdown* means any sudden and unforeseen failure of the insured vehicle caused by an electrical or mechanical defect that makes it impossible to continue the journey, or that mean the continued journey is no longer permitted by law. The following are equivalent to a *breakdown*: Tyre defect, fuel shortage, vehicle key locked inside the vehicle, or flat battery. Theft, loss or damage of the vehicle key or filling the tank with the wrong fuel do not count as *breakdowns*.

Business travel

A trip arranged by the *corporate client* that serves the business objectives of the *corporate client*.

The journey to and from the normal place of work, trips or travel for private business purposes, holidays and incidental work for the *corporate client* during this period do not constitute insured travel, even if the above conditions are fulfilled.

BTA/TCA

Business Travel Account/Treasury card Account, account of the *issuer* via which payments for *public transport* and other travel expenses of the *insured persons* are settled with the approval of the *corporate client*.

Card

The charge and/or credit *card* issued by the *issuer*. A payment made with the *BTA/TCA* is equivalent to a payment made with the *card*.

Cardholder

The holder of a *card*.

Claims adjuster

The *insurer* specified in the claims table.

Close relatives

Spouse, registered partner or life partner, children, parents, siblings, parents-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparents, grandchildren and children of registered partner or of life partner.

Corporate client

The company, the enterprise or the association that has concluded a legal agreement with the *issuer* pertaining to the issue of *cards* or for a *BTA/TCA*, the subsidiary and associated companies affiliated to it, as well as all legal successors.

GCI

The General Terms and Conditions of Insurance applicable to all insurance benefits (Part III).

Insured event

The incident leading to a loss covered by the insurance.

Insured person

Cardholder, employee of the *corporate client* and person authorised by the *corporate client* who travels at the behest and on behalf of the *corporate client*, as well as up to three further persons who take part in the business trip with the approval and at the expense of the *corporate client* to accompany the *cardholder*, the employee of the *corporate client* or the person authorised by the *corporate client*, insofar as the respective travel expenses are settled via an American Express Corporate card or a *BTA/TCA*.

Insured sum

Level of the maximum financial benefits or compensation entitlement pursuant to the Table of Insurance Benefits.

Insured trip

A business trip or private trip, insofar as the *public transport* used by the *insured person* for the travel with the consent of the *corporate client* was at least 50% paid using the American Express Corporate card or the *BTA/TCA* before the start of the journey.

Insurer

For all insurance benefits:

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland).

Issuer

Swisscard AECS GmbH, the principle *issuer* of the *cards*, and third parties mandated to process *card services*.

Minimum claim

Claim sum from which insurance protection exists.

Personal baggage/personal luggage

Personal baggage/personal luggage means the items brought or bought during the journey by the *insured person* for his personal use, that are normally carried on the person of the *insured person*.

Place of residence or customary place of residence

Place where the *insured person* mostly stays or stayed in a calendar year.

Private travel

An *insured trip* that is not a business trip, but that is undertaken with the approval of *corporate clients*.

Public transport

The following officially licensed and scheduled *public transport* for which payment is required, on land, water or in the air: Railway, tram, underground train, elevated railway, omnibus, ship or aircraft licensed for civil aviation, as well as taxis and hire cars, i.e. motor vehicles rented for money.

The following are not considered *public transport* within the terms of these conditions:

- Rail vehicles in pleasure parks or similar facilities;
- Ski lifts;
- Buses and aircraft operating sightseeing trips/flights (arriving and departing from the same place);
- Aircraft whose owner or lessee is the *cardholder*;
- Rented (chartered) aircraft (not aircraft providing scheduled flights);
- Spacecraft, aircraft operated by armed forces or aircraft for the operation of which special authorization is required;
- Other means of transport principally used as dwellings, e.g. cruise ships, motorized homes, caravans, house boats, etc.

SCI

The Special Conditions of Insurance which are valid for specified insurance benefits (Part IV).

State of residence

The country in which the *insured person* has his *customary place of residence*.

Travel allowance

Compensation sum for travel expenses in conjunction with the insured purpose or for insured benefits.

II. TABLE OF INSURANCE BENEFITS

	Table of Insurance Benefits Depending on the insured event and insured person	Insured sums in CHF				Geograph- ic scope
		American Express Corporate Card	American Express Corporate Gold Card	American Express Corporate Platinum Card	Business Travel Account (BTA) Treasury Card Account (TCA)	
IV.) A	Transport Accident Insurance* (Occurring on <i>public transport</i> (air, rail, sea, bus, taxi, rental vehicle))					
	Benefits for business travel					worldwide
	Disability: (pro rata, depending on degree of disability)	750,000	850,000	1,000,000	750,000	
	Death	750,000	850,000	1,000,000	750,000	
	Benefits for private travel					
	Disability: (pro rata, depending on degree of disability)	375,000	850,000	1,000,000	375,000	
	Death	375,000	850,000	1,000,000	375,000	
IV.) B	Foreign travel medical expenses (for insured persons up to the age of 80)					
	Cost of treatment, hospitalization	x	10,000	3,000,000	x	abroad
	Dental treatment	x	500	500	x	
	Travel expenses for single hospital visit	x	5,000	5,000	x	
IV.) C	Cost of repatriation from abroad					
	Repatriation, child repatriation, <i>travel expenses</i> for accompanying <i>insured persons</i> in the case of the repatriation, accompaniment of children aged < 15 in an emergency	x	✓	✓	x	abroad
	Transport to hospital, transfer to another hospital, repatriation	x	✓	✓	x	
	Repatriation of mortal remains or burial <i>abroad</i>	x	3,000	3,000	x	
IV.) D	Cost of search, rescue and recovery operations					
	• Search, rescue and recovery operations • Transport to nearest hospital	60,000	60,000	60,000	60,000	worldwide
IV.) E	Travel assistance					
	Cost of a replacement driver	x	Rail 1 st class / Taxi 80.00/ flight (bus class) from 700 km	Rail 1 st class / Taxi 80.00/ flight (bus class) from 700 km	x	worldwide
	Repatriation in the case of hospitalization or death of a <i>close relative</i>	x	2,000	2,000	x	
	Hotel stay (up to 5 days), when ordered by a physician after a period of hospitalization per night	x	150	150	x	
	Interpreters' fees	x	✓	✓	x	
IV.) F	Travel Cancellation and Curtailment Insurance* For the cost of travel and/or board/accommodation					
	• Cancellation or curtailment of travel due to death, accident, illness, court summons, etc. • Delayed arrival > 12 hours • Delayed arrival due to vehicle <i>breakdown</i> , accident, labour dispute, bad weather, etc.	x	10,000	30,000	x	worldwide

II. TABLE OF INSURANCE BENEFITS (CONTINUED)

	Table of Insurance Benefits Depending on the insured event and insured person	Insured sums in CHF				Geographic scope	
		American Express Corporate Card	American Express Corporate Gold Card	American Express Corporate Platinum Card	Business Travel Account (BTA) Treasury Card Account (TCA)		
IV.) G	Travel Inconvenience Insurance*						
	Reimbursement of cost of meals, hotel and alternative conveyance with a scheduled airline						
	<ul style="list-style-type: none"> • ACE > 4-hour departure delay • Flight cancellation without alternative, after 4 hours • Refusal of conveyance without alternative, after 4 hours • Missed connection without alternative, after 4 hours 					worldwide	
	Upon presentation of receipts or flat-rate benefit	300 150	350 150	400 150	x		
	Reimbursement of costs for essential clothing and toiletries in the case of luggage delay of at least 6 hours						
	Upon presentation of receipts or as flat-rate benefit	1,500 200	1,700 240	2,000 300	x		
IV.) H	Luggage Insurance*						
	Personal luggage per insured trip	2,000	4,000	6,000	2,000	worldwide	
	Transport costs after recovery of lost luggage	1,000	1,000	1,000	1,000		
IV.) I	Home Assistance						
	Advance for rescue costs	x	10,000	10,000	x	State of residence	
	Hotel costs (for 2 nights) if home of the insured person is uninhabitable – also valid for 7 days after return home from the insured trip	x	150,00 in each case	150,00 in each case	x		
	Cost of a locksmith if keys are lost						
IV.) J	Loss Damage Waiver for Rental Cars						
	(Loss damage waiver (LDW), collision damage waiver (CDW), theft) for passenger cars, licensed for up to 9 persons for a rental period of up to 31 days						
	Comprehensive accidental damage insurance	x	80,000	120,000	x	worldwide	
	Minimum claim	x	400	400	x		
	Unused rental time due to hospitalization or if the only eligible driver is prescribed bed-rest	x	40 per day, maximum 500	40 per day, maximum 500	x		
	Cost of returning the vehicle in the case of accident or illness	x	500 in each case	500 in each case	x		
	Door opening costs/cost of replacing keys						
IV.) K	Vehicle assistance						
	Breakdown assistance, towing and vehicle recovery	x	✓	✓	x	EU, EFTA and states bordering the Mediterranean incl. Switzerland	
	Repair and towing, shipping of spare vehicle parts, vehicle repatriation or scrapping	x	✓	✓	x		
	Balance for pickup of the vehicle	x	150	150	x		
	Storage of vehicle	x	✓	✓	x		
	Hotel costs during the repair for up to 5 days; alternatively travel expenses	x	1,000 150	1,000 150	x		

II. TABLE OF INSURANCE BENEFITS (CONTINUED)

	Table of Insurance Benefits Depending on the <i>insured event and insured person</i>	Insured sums in CHF				Geograph- ic scope
		American Express Corporate Card	American Express Corporate Gold Card	American Express Corporate Platinum Card	Business Travel Account (BTA) Treasury Card Account (TCA)	
IV) L	Travel Personal Liability Insurance					
	for bodily injury per <i>insured trip</i> and within 12 months	x	1,000,000	2,000,000	x	worldwide
	for property damage per <i>insured trip</i> and within 12 months	x	20,000	50,000	x	
IV) M	Travel information & advances					
	Organisation and arrangement (without reimbursement costs) of					worldwide
	Destination information (vaccinations, weather, etc.)	✓	✓	✓	✓	
	• Physician, lawyer referrals, etc. • Procurement of replacements for lost travel documents, incl. replacement tickets • Passing on urgent messages	✓	✓	✓	✓	
	Repatriation of accompanying dogs and cats in the case of the <i>insured person's</i> hospitalization	✓	✓	✓	✓	
	Search for lost luggage	✓	✓	✓	✓	
	Advances					worldwide
	for physicians' /hospital expenses	15,000.00 in each case	15,000.00 in each case	15,000.00 in each case	15,000.00 in each case	
	for lawyers' and interpreters' expenses					
	for payment of bail bond					
	in the case of loss of cash or travellers cheques					
IV) N	Return Protection Insurance* <i>for undamaged, fully functioning goods valued CHF 60.00 or more if they are not accepted to be taken back by the seller within 90 days of sale per purchase</i>	x	1,000	2,000	x	worldwide

* These benefits are conditional upon the use of the card.

Insurer:



AWP P&C S.A., Saint-Ouen (Paris),
Wallisellen Branch (Switzerland)
Hertistrasse 2, 8304 Wallisellen,
Phone Platinum: +41 44 282 38 38, Gold/Green: +41 44 283 38 39
info@allianz-assistance.ch, www.allianz-assistance.ch

III. General Terms and Conditions of Insurance and Customer Information (GCI)

1 When does insurance cover commence and when does it terminate?

- 1.1 Insurance cover commences when the *cardholder* received the *card* and is granted to *insured persons* if the *card* relationship between the *cardholder* (in the case of *BTA/TCA* between the *corporate client*) and the *issuer* exists in accordance with the General Terms and Conditions of the *issuer*. When *claims are made*, the *insurer* shall enquirer of the *issuer* if such an arrangement exists.
- 1.2 Insurance cover for certain benefits may be subject to time limits. Please note the details set out in the *SCI*. In cases where insurance cover is subject to time limits, the day of arrival and the day of departure are each regarded as a single day.
- 1.3 The insurance cover shall end in every case at the end of the *card* relationship in accordance with the General Terms and Conditions of the *issuer*.

2 In what circumstances will cover not apply, or only limited cover apply?

2.1 Similar claims

With the exception of death and disability benefit under Transport Accident Insurance or other accident sum insurance, the following applies: If the *insured person* is entitled to claim from another insurance contract (voluntary or obligatory private or social insurance), the cover provided by the *insurer* shall be limited to the portion of the insurance benefits that exceed those of the other insurance contract. In overall terms, costs shall be reimbursed only once.

2.2 Third-party benefits

If the *insurer* has provided benefits for a claim that was insured by another *insurer*, then these shall be treated as an *advance*. The *advance* shall be repaid by assigning the claims of the *insured person* against the other liable *insurer* to the *insurer*. The assignment shall be performed in place of the payment, and shall have the effect of discharging the obligations of the *insured person*.

2.3 Exclusions

Apart from the limits and exclusions listed in the *SCI* without exception no insurance cover is granted for losses:

- 2.3.1 that are intentionally caused by the *insured person*;
- 2.3.2 that the *insured person* causes by or during the wilful exercise of an offence or crime, or the wilful attempt to exercise an offence or crime;
- 2.3.3 arising through acts of war or civil war, whether war is openly declared or not:
Entitlement to benefits from Transport Accident Insurance exists, however, if the *insured person* is taken unaware by such acts of war or civil war while on a trip *abroad*. Entitlement to benefits is cancelled at the end of the 14th day after war or civil war commences in the national territory of the state in which the *insured person* is staying. This extension is not valid for trips to or through states in whose territory war or civil war already prevailed. It also does not apply to active participation in war or civil war.
- 2.3.4 by nuclear energy;
- 2.3.5 that are directly or indirectly caused or caused in part by incidents with atomic, biological or chemical substances;
- 2.3.6 as a consequence of terrorist attacks, unrest of all kinds, natural catastrophes.
- 2.3.7 Also excluded are costs that would have been incurred if the *insured event* had not occurred.

3 What is the correct response to an insured incident or to an insured event? (obligations)

The *insurer* cannot issue a benefit declaration and consequently cannot provide benefits without the cooperation of the *insured person*.

The following obligations are imposed upon the *insured person* (in the event of the death of the *insured person*, the persons who are entitled to the lump sum payable at death are treated as equivalent to the *insured person*):

3.1 General:

- 3.1.1 to endeavour to the best of his ability to avert and reduce the damage;
- 3.1.2 to inform the *insurer* without delay, comprehensively and truthfully, providing all details about any circumstance that may lead to benefits being owed by the *insurer*;
- 3.1.3 to submit to the *insurer* the documents listed in the claims table (part V) or to take steps to have these drawn up;
- 3.1.4 to permit the *insurer* to make reasonable enquiries to ascertain the cause and the scope of benefits payable;
- 3.1.5 to heed instructions issued by the *insurer*;
- 3.1.6 to authorize third parties (e.g. physicians, other *insurers*, insurance carriers and authorities) to give information required if necessary;
- 3.1.7 to inform the *insurer* about the existence of other insurance policies providing cover for an *insured event* and of any claims made on such policies and indemnities received and of any obligation to effect compensation resting on third parties;

3.2 Depending on the insured benefit in question:

- 3.2.1 to consult a physician immediately after any accident that in all probability will lead to benefits being payable;
- 3.2.2 to follow the physician's instructions;
- 3.2.3 to submit to examinations by physicians acting on behalf of the *insurer*;
- 3.2.4 to report cases of accidental death within 48 hours even if the accident has already been reported;
- 3.2.5 to furnish the *insurer* with the right to have an autopsy performed by a physician appointed by the *insurer*, where appropriate and necessary for the settlement of a claim, after an accident for which death benefit is claimed;
- 3.2.6 to report losses caused by crimes, fire or explosions without delay to the police at the competent police station and receive an authenticated copy of the report;
- 3.2.7 to report losses of luggage to the local police nearest to the place where the loss of luggage occurred within 24 hours after the loss is determined and to inform the travel company or hotel that was holding the luggage immediately and to have this notification confirmed in writing;
- 3.2.8 to take all measures necessary and reasonable to recover lost or stolen objects and to identify, apprehend and prosecute in the courts the guilty party(ies).

4 What are the consequences of non-observance of obligations?

If a breach of the obligations occurs after an *insured event*, the – *insured person* shall lose the entitlement to the insurance benefit and the *insurer* shall be entitled to curtail or reject benefits, unless he did not breach the obligation either wilfully or through gross negligence.

In cases of gross or wilful negligence, the *insured person* shall retain his entitlement to the insurance benefit provided the breach of the obligations has neither influenced the determination of the *insured event* nor the assessment of the benefits due.

5 When does a claim for benefits expire?

The statutory limitation period of two years applies to claims arising out of the insurance contract. The period starts when the *insured event* occurs.

6 Which court is responsible?

6.1 The place of jurisdiction for disputes brought by the *insured person* or the legitimate claimant in conjunction with these insurance terms and conditions may be chosen as follows:

- the registered domicile of the Swiss branch office of the *insurer*;
- with jurisdiction at the residence or domicile of the *insured person* and/or legitimate claimant under civil law in Switzerland.

6.2 The place of jurisdiction for claims brought by the *insurer* is the *place of residence* of the *insured person* pursuant to civil law.

6.3 Mandatory place of jurisdiction provisions remain reserved in all cases.

7 How should the *insurer* be informed?

What applies when a change of address occurs?

7.1 All notifications or declarations intended for the *insurer* must be made in writing (e.g. letter, fax, e-mail).

They must be sent to the contact address of the *insurer* specified on page 7.

7.2 If neither the *insurer* nor the *issuer* have been notified of a change of address, then it shall be sufficient on their part to send any declaration of intent by registered letter to the last address known to the *insurer*. The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.

8 What applies in the event of amendments of the insurance terms and conditions?

Amendments of these terms and conditions and of the insurance sums may be agreed by the insurer and by the issuer (as the policyholder). These shall be reported to the principal cardholder in good time and in a suitable manner. They shall be deemed to have been approved by him, insofar as the card is not terminated before the amendment comes into force.

No obligation to inform the principal cardholder shall exist in respect of amendments of the terms and conditions that do not have a detrimental effect on the insured parties.

9 Which legal system is applicable?

This contract is governed by Swiss law.

The provisions of the Swiss Insurance Contract Act [Bundesgesetz über den Versicherungsvertrag – ("VVG")] remain reserved, insofar as its mandatory regulations have not been amended in these GCi.

10 Ombudsman for private insurance and Suva

The ombudsman for private insurance and Suva is available to *insured persons* as a neutral arbitrator. The ombudsman is only competent to advise and mediate and can therefore make no decision in litigation. This is reserved for the law courts.

Contact address in German-speaking Switzerland (head office):

P.O. Box 2646, CH-8022 Zurich
Tel.: +41 44 211 30 90, Fax: +41 44 212 52 20
Email: help@versicherungsombudsman.ch

Branch in French-speaking Switzerland:

Chemin Des Trois-Rois 2
Case postale 5843
CH-1002 Lausanne
Tel.: +41 21 317 52 71, Fax: +41 21 317 52 70
Email: help@ombudsman-assurance.ch

Branch in Italian-speaking Switzerland:

Via G. Pocobelli 8, P.O. Box
CH-6903 Lugano
Tel.: +41 91 967 17 83, Fax: +41 91 966 72 52
Email: help@ombudsman-assicurazione.ch

11 How does the *insurer* handle personal data?

The *insurer* shall be entitled to process essential data from third parties involved in cases (e.g. the *issuer*) as are necessary to administer the contract and process claims. The *insurer* shall also be authorised to procure all pertinent information necessary from such third parties and to inspect official files as required to administer the contract and to process claims.

The *insurer* shall undertake to treat all such information confidentially. Data will be stored physically and/or electronically.

If required, data shall be passed on to third parties, namely to *co-insurers* or reinsurers and to other involved *insurers*, to service providers, the *issuer* as well as the *insurers* in Switzerland and *abroad*. In addition, information may be passed on to other liable third parties and their liability *insurers* to assist in the enforcement of claims for recourse.

The *insurer* is authorised to inform third parties (specifically the responsible authorities, official agencies and the *issuer*), to whom insurance was confirmed of the suspension, alteration or cessation of the insurance, and of the refusal to pay a *claim*.

IV. SPECIAL CONDITIONS OF INSURANCE (SCI)

IV.) A Transport Accident Insurance

1 What is insured and when does cover apply?

1.1 Scope of the insurance cover

Insurance cover exists for *insured persons* for accidents in a means of *public transport* (incl. embarking and disembarking) on *business trips* or *private trips* in accordance with the following provisions, insofar as *means of public transport* used for the trip by the *insured person* was at least 50% paid using the American Express Corporate *card* or the *BTA/TCA* before the commencement of the journey.

Insurance cover exists for the purpose of starting or ending a journey paid with the *card* as a passenger in *public transport* on a direct and uninterrupted route to and from an airport, seaport or railway station, irrespective of whether the use of this *public transport* was paid for with this *card*.

2 What benefit types are provided?

2.1 Disability benefits

2.1.1 Conditions of eligibility for the benefit:

If, as the result of an accident, a probable irreversible disability (permanent impairment of physical or mental capacity) occurs within 5 years.

If, as a result of injury sustained in the accident, the *insured person* dies within one year of the date of the accident, there shall be no entitlement to disability benefits. In such event, the death benefit described in Fig. A 2.2 shall apply.

2.1.2 Nature and level of benefit:

Disability benefit shall be paid out as a capital sum.

The benefit shall be calculated on the basis of the *insured sums* as indicated in the table of benefits and the degree of disability caused by the accident.

The following degrees of disability shall apply exclusively in the event of the loss or total functional impairment of the parts of the body or sensory organs indicated below:

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

In the event of partial loss or partial impairment, the corresponding portion of the respective aforementioned percentage shall be applicable.

For any other parts of the body or sensory organs, the degree of disability shall be measured by the extent of

overall impairment to normal physical or mental functioning. Such calculation shall be based solely on medical factors; no account shall be taken of the *insured person's* earning capacity (occupation or business activity) or any actual reduction in income.

If physical or sensory organs or their functions were already wholly or partially lost or impaired, or if they were already incapable of movement or function before the accident, then when determining the degree of disability (and not when calculating the disability capital) the already existing degree of disability determined in accordance with the above principles shall be deducted.

If the accident results in the impairment of several physical or sensory functions, the degrees of disability calculated in accordance with the foregoing provisions shall be added together. More than 100 percent is not considered, however.

The degree of disability shall initially be assessed on the basis of any condition of the *insured person* deemed likely to be permanent, but within five years of the accident at the latest. If the death of the *insured person* occurs within one year of the accident for a reason unrelated to the accident, or more than one year of the accident irrespective of the cause, and if an entitlement to disability benefit that had been established, the *insurer* shall provide the benefit in accordance with the degree of disability that would have been expected on the basis of the medical diagnosis.

2.1.3 Rendering the disability benefit

– The *insurer* shall assume payment of the medical fees incurred by the *insured person* on which basis a claim is made only if the *insurer* has requested the medical examination.

– Once it is established in principle that disability benefits are payable, the *insurer* shall at the request of the *insured person* make reasonable advances.

– Both the *insured person* and the *insurer* shall be entitled to have the degree of disability determined by a physician annually, however, not later than five years after the accident.

– This entitlement must be exercised by the *insurer* together with his declaration of his obligation to provide the benefit, and by the *insured person* at the latest three months before the expiry of the deadline.

– Disability benefits shall be paid out as soon as the degree of permanent disability has definitively been medically determined, at the latest 5 ½ years after the day on which the accident occurred.

– If the *insurer* recognises the claim or comes to an agreement with the *insured person* about the basis for payments and the amount to be paid, benefits shall be paid within two weeks if this is permitted by the local regulations of the *country of residence*.

– This obligation is regarded as having been fulfilled on the date the *insurer* transfers the sum involved.

– If official enquiries or criminal proceedings have been initiated against the *insured person* in connection with an *insured event*, the *insurer* can postpone payment until a final decision is made in these proceedings.

– The *insurer* shall pay benefits directly to the *insured person* or, in case of death, to the heirs.

2.2 Death benefits

If the *insured person* dies within one year as a result of the accident, the *insured sum* shown in the table of benefits shall be paid.

2.3 Cumulated maximum compensation

If several *insured persons* are injured or killed by one and the same accident incident, then in the case of disability benefits pursuant to Fig. A 2.1 the cumulated maximum compensation of CHF 24,000,000 and in the case of death benefits pursuant to Fig. A 2.2 of CHF 12,000,000 as the collective maximum insurance sum for all *cards* issued by the *issuer*. The *insurance sums* agreed for the individual persons shall be reduced to the same extent, i.e. the *insurance sum* to be paid out per *insured person* shall be multiplied by the factor resulting from the division of the aforementioned cumulated total compensation by the total insurance sum of all persons who suffered the accident

2.4 What is the effect of illness or infirmity?

The *insurer* shall pay out benefits only in respect of the consequences of an accident. If any illness or infirmity has contributed to the injury caused by the accident or the effects thereof, the benefits payable shall be reduced in proportion to the contributing factor of such illness or infirmity. However, no deduction shall be made where the contributing factor is less than 25 per cent.

3 In what circumstances will cover not apply?

In addition to the exclusions pursuant to Fig. 2.3 AVB, insurance cover shall not be provided for:

3.1 accidents suffered by the *insured person* as a result of mental disorders or impairment of consciousness (including disorders or impairments caused by ingesting drugs, medicines or alcohol) and by strokes, epileptic fits or other types of fit or convulsion seizing the *insured person's* whole body.

However, insurance cover shall apply:

- to disorders or fits caused by an accident covered by this policy;
- to *accidents* caused by impairment of consciousness due to drunkenness; but where the accident occurred behind the steering wheel of a motor vehicle, cover shall only apply if the blood/alcohol concentration at the time of the accident was below the alcohol level defined as legal in the jurisdiction in which the accident occurred.

3.2 Accidents suffered by the *insured person*:

- as the pilot of an aircraft (including sports aircraft), for which a pilot's license is required under Swiss law, or as any other crew member of an aircraft;
- while using spacecraft;
- as the driver or crew member of a means of *public transport*.

3.3 Accidents suffered by the *insured person* when taking active part (e.g. as the driver, co-driver, passenger, rider, runner) in competitions of all kinds, including the associated practice or associated training, that entail achieving maximum speeds.

3.4 Accidents suffered outside of a means of *public transport* and outside the airport site:

- that are caused directly or indirectly by terrorist events. Acts of terrorism are all acts of violence or threats of violence to achieve political, religious, ethnic or ideological objectives that serve to instil fear or terror in the population or parts of the population in order thereby to exert influence over a government or a state institution. The term terrorism does not cover domestic unrest;
- in conjunction with domestic unrest. Domestic unrest means acts of violence committed against persons or property that during riotous assemblies, riots or tumults and associated looting.

3.5 Accidents suffered while exercising gainful employment as a:

- member of an army (army, navy or air force) or of a military organisation;
- police officer;
- fire brigade member (including voluntary);
- artist, stuntman, animal tamer;
- underground miner;
- explosives and disposal personnel as well as ammunition search troops;
- professional diver;
- professional, contractual and licensed sportsman or sportswoman (also racing drivers and racing horse rider);
- driver or crew member of a means of *public transport*; or due to any other physical labour.

3.6 Accidents suffered by the *insured person* while pursuing dangerous sports disciplines. This means all sports disciplines:

- that involve the use of weapons;
- for which prior training is required under Swiss or Liechtenstein law;
- for which novices require more than a brief introduction; and other sports disciplines that entail the risk of injury that the *insured person* undertakes as a wager within the meaning of the Swiss Accident Prevention Act [Bundesgesetz über die Unfallversicherung ("UVG")], i.e. performs acts that expose the *insured person* to a particularly large risk, without taking or being able to take safety precautions that limit the risk to a reasonable level.

3.7 Injuries or health impairment caused to/by:

- Vertebral discs as well as bleeding from internal organs and cerebral haemorrhaging; however, insurance cover shall continue to apply if an accident event covered under this Transport Accident Insurance, as defined in Fig. 1.2.1.2, is the predominant cause.
- Ionising radiation;
- Infections; these are excluded even if they were caused by insect stings or bites or by other minor skin or mucous membrane injuries, through which pathogens passed into the body immediately or subsequently. The following are excluded: Rabies and tetanus as well as infections where the pathogen passes into the body through accident injuries.

3.8 Health impairments caused by curative measures or interventions on the body of the *insured person*.

Insurance cover shall exist, however, if the curative measures or interventions, including those of a radiation diagnostic and therapeutic nature, are necessitated by an accident covered by this Contract, as well as for violent interventions by third parties.

3.9 Poisoning caused by the oral consumption of solid or liquid substances.

3.10 Pathological disorders resulting from psychological reactions, even if these were caused by an accident.

3.11 Abdominal or lower abdominal ruptures; however, cover shall continue to apply where these are caused by a violent act and external influence falling within the scope of this Transport Accident Insurance.

IV.) B Foreign travel medical expenses

1 What is covered when and where?

Insurance cover is provided for unforeseen costs that the *insured person* incurs as a consequence of an acute illness or accident that occurs during an *insured trip abroad*.

2 What preconditions apply if benefits are provided?

The provision of assistance services and the reimbursement of the associated financial outlay are subject to the *insured person* or a person appointed by him having contacted the *insurer* as soon as the *insured event* occurred, or as soon as they were physically able to do so, in order to coordinate the next steps and approve any costs in advance.

3 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

3.1 Cost of medical treatment

Medical expenses in connection with treatments conducted by a recognized medical professional which serve to treat or alleviate an acute illness or serious injury on an emergency basis, and expenses incurred for pain-relieving dental treatment are reimbursed.

3.2 Hospitalisation

In the event of hospitalisation: Guaranteed assumption of hospital costs.

3.3 Single patient visit

Organisation of trip by a *close relative* of the *insured person* to the hospital where the *insured person* is staying and back, as well as assumption of the driving or flight costs for this person to the hospital and back, provided the *insured person* is hospitalised for a period of more than seven days. The cost of accommodation (mid-priced hotel) and sustenance (excluding alcoholic drinks) shall be covered for up to 10 nights. This benefit is payable once only per *insured event* up to the *insured sum*, even if the *insured person* is admitted to a hospital on several occasions.

4 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover shall not be provided for:

- 4.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
 - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;
 - for a condition for which the *insured person* has been referred to a specialist;
 - for a condition for which the *insured person* has received in-patient treatment within six months of embarking on the journey;
 - for a condition for which a physician has delivered a prognosis of “incurable” and/or “chronic”;
- 4.2 for all psychological illnesses as well as fear of flying or other travel phobias;
- 4.3 for pregnancy during the final 8 weeks before the estimated date of birth;
- 4.4 for persons who have reached the age of 80;
- 4.5 for **loss and/or damage caused by gross negligence on the part of the insured person**, or if the *insured person* has attempted to mislead the *insurer* deliberately;
- 4.6 for loss and/or damage that occurs during the *insured person's* activity as a professional, contracted or licensed sportsperson;
- 4.7 for loss and/or damage that occurs while the *insured person* is engaged in an extreme sport. Extreme sport means sports that the *insured person* undertakes as a wager within the meaning of the Swiss Accident Prevention Act [Bundesgesetz über die Unfallversicherung (“UVG”)], i.e. performs acts that expose the *insured per-*

son to a particularly large risk, without taking or being able to take safety precautions that limit the risk to a reasonable level. Extreme sport within the meaning of these GCI also includes skiing and snowboarding trips outside regular pistes without a professional guide (mountain guide, skiing instructor);

- 4.8 for loss and/or damage that occurs during the *insured person's* activity as or preparation for:
 - racing (where high speed, stamina and skill are called for);
 - stress tests;
 - any kind of organized competition;
- 4.9 in the case of suicide, mental illness, self-mutilation, alcohol, drug or solvent abuse of the *insured person*, or cases in which the *insured person* is under the influence of alcohol or drugs, for phobias, stress, emotional problems and illnesses;
- 4.10 injury, illness, death, loss, costs or any other liabilities that can be ascribed to HIV and/or HIV-related diseases, including AIDS and/or any other related illnesses or variants thereof, however caused;
- 4.11 for costs incurred for medical resources (e.g. inserts, spectacles, sanitary items, radiation machines, thermometers, etc.), medical notes, expert opinions, prophylactic vaccines, and cosmetic surgery;
- 4.12 for treatment or hospitalization required due to a lingering illness, need for nursing care or secure accommodation;
- 4.13 for treatments at a health spa and sanatorium, and rehabilitation programmes;
- 4.14 for outpatient medical treatment in a spa or spa town: the restriction is not applicable if the medical treatment is necessary on account of an accident suffered at this location; in the case of illnesses, it is not applicable if the *insured person* was visiting the spa or spa town only briefly and not for spa purposes;
- 4.15 for detoxification measures, including withdrawal measures;
- 4.16 for pregnancy checks and treatment during pregnancy, childbirth, and abortions, insofar as the aforementioned were not necessary as a result of a sudden and acute deterioration in the health of the mother or the unborn child;
- 4.17 for treatments by spouses, registered partners or life partners, parents or children; documented material expenses shall be reimbursed;
- 4.18 for psychoanalytic and psychotherapeutic treatments;
- 4.19 for expenses incurred through treatments that are not generally recognized either in the country of residence or at the location;
- 4.20 for curative treatment or other health programs which go beyond what is medically necessary. In this case, the *insurer* may reduce its benefits as appropriate;
- 4.21 for the costs of a rescue operation at sea or an emergency transfer from ship to shore.

IV.) C Repatriation from abroad

1 What is covered when and where?

Insurance cover is provided for the organisation and expense of the below-listed repatriation services, if the *insured person* unexpectedly falls ill, suffers an accident or dies while travelling abroad.

2 What preconditions apply if benefits are provided?

The provision of assistance services and the reimbursement of the associated financial outlay are subject to the *insured person* or a person appointed by him having

contacted the *insurer* as soon as the *insured event* occurred, or as soon as they were physically able to do so, in order to coordinate the next steps and prove any costs in advance.

3 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

3.1 Repatriation with ambulance/aircraft

Organization of and payment for medically essential repatriations of the *insured person* by ambulance or aircraft, as ordered by a physician. The senior medical officer of the *insurer* together with the physician in charge shall decide on the necessity of the transfer and whether the *insured person* needs to be transported by road or air. In the case of an accident or illness in a non-European country or in neighbouring Mediterranean states outside Europe, the insurance will only pay for the cost of a scheduled flight home for the repatriation, albeit with any special medical equipment, should this be necessary.

3.2 Repatriation using normal means of transport

Organisation and payment for the repatriation of the *insured person* after medical treatment, provided that the senior medical office of the *insurer* deems that the *insured person* is fit to travel and that the *insured person* is unable to travel home via the original means of travel because the original date of travel has elapsed and from a medical point of view he/she was not able to travel at that time.

3.3 Repatriation of children

Organisation and payment for the outward and return journey of a *close relative* of the *insured person* domiciled in the *country of residence* of the *insured person*, for the purpose of accompanying home an insured child up to the age of 15, if the child is *abroad* alone and the *insured person* is physically unable to look after the child. If the *insured person* is unable to nominate someone, the *insurer* shall appoint a suitable person.

3.4 Relocation to another hospital

Transfer of the *insured person* to the nearest appropriately equipped hospital if the senior medical officer of the *insurer* is of the opinion that the standard of medical equipment at the local hospital is inadequate.

3.5 Repatriation to a hospital at the place of residence

Repatriation of the *insured person* from *abroad* to the nearest suitable hospital to the *usual place of residence* of the *insured person*, insofar as the senior medical officer of the *insurer* deems this to be necessary.

3.6 Insurance benefits in the event of death

3.6.1 Repatriation of the mortal remains

Transport, organisation and assumption of the cost of the standard repatriation of the mortal remains of the *insured person* to the *country of residence* or cremation and subsequent transport of the urn to the *country of residence*.

3.6.2 Burial abroad

Insofar as possible, organisation and assumption of the cost of burial *abroad*, insofar as the *insured person* dies during an *insured trip*.

4 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover shall not be provided for:

- 4.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
 - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;

- for a condition for which the *insured person* has been referred to a specialist;
- for a condition for which the *insured person* has received in-patient treatment within six months of embarking on the journey;
- a condition for which a physician has delivered a prognosis of "incurable" and/or "chronic";

- 4.2 for all psychological illnesses as well as fear of flying or other travel phobias;

- 4.3 for pregnancy during the final 8 weeks before the estimated date of birth;

- 4.4 for persons who have reached the age of 80;

- 4.5 for **loss and/or damage caused by gross negligence on the part of the insured person**; or if the *insured person* has attempted to mislead the *insurer* deliberately;

- 4.6 for loss and/or damage that occurs during the *insured person's* activity as a professional, contracted or licensed sportsperson;

- 4.7 for loss and/or damage that occurs while the *insured person* is engaged in an extreme sport. Extreme sport means sports that the *insured person* undertakes as a wager within the meaning of the Swiss Accident Prevention Act [Bundesgesetz über die Unfallversicherung ("UVG")], i.e. performs acts that expose the *insured person* to a particularly large risk, without taking or being able to take safety precautions that limit the risk to a reasonable level. Extreme sport within the meaning of these GCI also includes skiing and snowboarding trips outside regular pistes without a professional guide (mountain guide, skiing instructor);

- 4.8 for loss and/or damage that occurs during the *insured person's* activity as or preparation for:
 - racing (where high speed, stamina and skill are called for);
 - stress tests;

insofar as the *insured person* enters into a venture when exercising or preparing for this within the meaning of the Swiss Accident Prevention Act [Bundesgesetzes über die Unfallversicherung ("UVG")];

- 4.9 in the case of suicide, mental illness, self-mutilation, alcohol, drug or solvent abuse of the *insured person*, or cases in which the *insured person* is under the influence of alcohol or drugs, for phobias, stress, emotional problems and illnesses;

- 4.10 injury, illness, death, loss, costs or any other liabilities that can be ascribed to HIV and/or HIV-related diseases, including AIDS and/or any other related illnesses or variants thereof, however caused;

- 4.11 for pregnancy checks and treatment during pregnancy, childbirth, and abortions, insofar as the aforementioned were not necessary as a result of a sudden and acute deterioration in the health of the mother or the unborn child;

- 4.12 for the costs of a rescue operation at sea or an emergency transfer from ship to shore.

IV.) D Cost of search, rescue and recovery operations

1 What is covered when and where?

Insurance cover is provided for the cost of unforeseen search, rescue and recovery measures that the *insured person* incurs on account of an illness or accident or in the event of death during an *insured trip*.

2 What benefits and services are available?

Assumption of the costs incurred by the *insured person*, up to the limit specified in the table of insurance benefits, for:

- 2.1 Search, rescue and recovery operations (even if an accident is only presumed to have happened) carried out by public or private search and rescue services insofar as the latter generally charge for their services.
- 2.2 Transport of patient to the nearest appropriate hospital for the treatment in question and, if medically prescribed, also back to the accommodation.

3 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover shall not be provided for:

- 3.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
 - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;
 - for a condition for which the *insured person* has been referred to a specialist;
 - for a condition for which the *insured person* has received in-patient treatment within six months of embarking on the journey;
 - for a condition for which a physician has delivered a prognosis of "incurable" and/or "chronic";
- 3.2 for all psychological illnesses as well as fear of flying or other travel phobias;
- 3.3 for pregnancy during the final 8 weeks before the estimated date of birth;
- 3.4 injury, illness, death, loss, costs or any other liabilities that can be ascribed to HIV and/or HIV-related diseases, including AIDS and/or any other related illnesses or variants thereof, however caused;
- 3.5 accidents suffered by the *insured person* as a result of mental disorders or impairment of consciousness (including disorders or impairments caused by ingesting drugs, medicines or alcohol), although excluding strokes, epileptic fits or other types of fit or convulsion affecting the *insured person's* whole body;
- 3.6 accidents suffered by the *insured person*:
 - as the pilot of an aircraft (including sports aircraft), for which a pilot's license is required under Swiss law, or as any other crew member of an aircraft; when exercising a professional activity that involves an aircraft;
 - while using spacecraft;
 - as the driver or crew member of a means of *public transport*.
- 3.7 in the event of poisoning caused by the oral consumption of solid or liquid substances;
- 3.8 for the costs of a rescue operation at sea or an emergency transfer from ship to shore.

IV.) E Travel assistance

1 What is covered when and where?

Insurance cover is provided for the organisation and cost of the below-listed travel assistance, if the *insured person* requires assistance on account of the occurrence of an acute illness or an accident during or in conjunction with an *insured trip*.

2 What preconditions apply if benefits are provided?

The provision of assistance services and the reimbursement of the associated financial outlay are subject to the *insured person* or a person appointed by him having contacted the *insurer* as soon as the *insured event* occurred, or as soon as they were physically able to do so, in

order to coordinate the next steps and prove any costs in advance.

3 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

3.1 Assumption of costs for a substitute driver

Organisation of and payment for the outward journey of a replacement driver in cases where the *insured person* is the driver of a passenger vehicle, minibus, small transporter or mobile home motorbike with an engine bigger than 125 cm³ as well as associated trailers *abroad* or 30 km from the *normal place of residence* and, due to hospitalization lasting more than three days or death, is no longer able to drive the vehicle home himself and no other travel companion is in a position to do so either.

The *insured person* must bear the cost of any motorway toll charges, as well as the cost of all fuel and lubricants. The *insurer* shall pay the hotel costs of the *Insured Person* and all legitimate passengers until the arrival of the substitute driver, up to the limit specified in the table of insurance benefits.

3.2 Curtailment of journey

Arrangement of and payment for the cost of the home journey of the *insured person*, to visit a *close relative*, up to the amount stated in the table of insurance benefits if a journey has to be curtailed due to the death or hospitalisation of a *close relative* lasting more than ten days.

3.3 Hotel stay ordered by a physician

Payment of additional costs incurred in connection with a stay at a hotel ordered by a physician following a period of hospitalisation, up to the amount stated in the table of insurance benefits per night and per *insured person*, but not exceeding five nights.

3.4 Interpretation fees

Interpretation fees that become necessary in this conjunction shall be covered by the *insurer*.

4 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover shall not be provided for:

- 4.1 for previously existing illnesses, i.e. for all physical or mental illnesses that already existed before the journey was undertaken, such as for example:
 - for a condition in respect of which the *insured person* is on a waiting list for inpatient treatment;
 - for a condition for which the *insured person* has been referred to a specialist;
 - for a condition for which the *insured person* has received in-patient treatment within six months of embarking on the journey;
 - for a condition for which a physician has delivered a prognosis of "incurable" and/or "chronic";
- 4.2 for all psychological illnesses as well as fear of flying or other travel phobias;
- 4.3 for pregnancy during the final 8 weeks before the estimated date of birth;
- 4.4 for persons who have reached the age of 80;
- 4.5 for loss and/or damage caused by gross negligence on the part of the *insured person*; or if the *insured person* has attempted to deceive the *insurer*;
- 4.6 for loss and/or damage that occurs during the *insured person's* activity as a professional, contracted or licensed sportsperson;
- 4.7 for loss and/or damage that occurs while the *insured person* is engaged in an extreme sport. Extreme sport means

- sports that the *insured person* undertakes as a wager within the meaning of the Swiss Accident Prevention Act [Bundesgesetz über die Unfallversicherung ("UVG")], i.e. performs acts that expose the *insured person* to a particularly large risk, without taking or being able to take safety precautions that limit the risk to a reasonable level. Extreme sport within the meaning of these GC also includes skiing and snowboarding trips outside regular pistes without a professional guide (mountain guide, skiing instructor);
- 4.8 for loss and/or damage that occurs during the *insured person's* activity as or preparation for:
- racing (where high speed, stamina and skill are called for);
 - stress tests;
 - any kind of organized competition;
- insofar as the *insured person* enters into a venture when exercising this within the meaning of the Swiss Accident Prevention Act [Bundesgesetzes über die Unfallversicherung ("UVG")];
- 4.9 in the case of suicide, mental illness, self-mutilation, alcohol, drug or solvent abuse of the *insured person*, or cases in which the *insured person* is under the influence of alcohol or drugs, for phobias, stress, emotional problems and illnesses;
- 4.10 injury, illness, death, loss, costs or any other liabilities that can be ascribed to HIV and/or HIV-related diseases, including AIDS and/or any other related illnesses or variants thereof, however caused;
- 4.11 for the costs of a rescue operation at sea or an emergency transfer from ship to shore.

IV.) F Travel Cancellation and Curtailment Insurance

1 What is covered when and where?

Insurance cover is provided in respect of costs incurred in conjunction with travel benefits in accordance with the following provisions, insofar as at least 50% of the journey was paid using the *card*. The precondition is that the *insured person* is affected by one of the unforeseen events specified below:

1.1 Cancellation or curtailment of travel due to:

- death, serious accident, sudden and unexpected onset of a serious illness, complications in the pregnancy of the *insured person* or a person with whom the *insured person* intends to travel, provided the latter is named in the travel confirmation documents;
- complications in the pregnancy of the spouse, registered partner or life partner of the *insured person*;
- death, serious accident, sudden and unexpected onset of a serious illness of a *close relative* of the *insured person*;
- death, serious accident, sudden and unexpected onset of a serious illness of a person with whom the *insured person* was intending to stay during the journey, insofar as a suitable alternative cannot be found;
- loss of permanent employment of the *insured person*, insofar as the latter can claim Swiss unemployment benefit or equivalent benefit in the country of residence of the *insured person*;→
- an unexpected notice issued by the Federal Department of Foreign Affairs (FDFA) or a similar institution in the country of residence of the *insured person* warning against travelling to the country in which the *insured person* had intended to journey;
- allergic reaction of the *insured person* to vaccines or prophylactics;

- an unexpected requirement of the *insured person* to appear before an ordinary court as a witness or member of the jury (not, however, in a professional or advisory capacity);
- serious damage to the home or habitual place of business of the *insured person* caused by theft, flooding, fire and natural disasters, or if the police demand the premature return of the *insured person* to his *place of residence* or place of business in conjunction with such events.

1.2 Delayed departure

ship or train on which the *insured person* is travelling is unexpectedly delayed by more than 12 hours.

1.3 Missed departure

The *insured person* misses his flight, his ship or his train on the outbound journey due to:

- unforeseen *breakdown* or unforeseen accident involving the passenger car used for the outbound journey;
- unforeseen cancellation or unforeseen restriction of scheduled *public transport* services due to:
 - bad weather,
 - strikes or labour disputes,
 - machinery *breakdown* or accident,

insofar as this was not known to the *insured person* before the journey was commenced.

2 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

2.1 In the event of cancellation as per Fig. F 1.1

The costs incurred by the *insured person* in non-commencing/cancelling travel arrangements, i.e. the costs the *insured person* is obliged to pay by way of contract for cancelling a booked journey.

2.2 In the event of travel curtailment pursuant to Fig. F 1.1, late departure pursuant to Fig. F 1.2 or missed departure pursuant to Fig. F 1.3

The costs verifiably incurred by the *insured person* in cancelling travel and/or hotel arrangements, i.e. the costs the *insured person* is obliged to pay by way of contract for cancelling a booked journey and/or accommodation. Calculation of the indemnification payable is based on the total cost of the journey, minus any services/benefits already used. The remaining costs will be reimbursed proportionately in the ratio of unused services/benefits to the total number of days of travel. The total cost of the journey is the price contractually agreed for the *insured person's* travel and accommodation, including rental cars and other services and benefits contained in the price. If no travel and/or accommodation benefits are claimed, costs for rebooking the travel may also be refunded.

2.3 In the event of missed departure pursuant to Fig. F 1.3

In addition to the benefits specified under F 2.2, the *insurer* shall provide the following benefits if the *insured person* misses his outbound journey for the *insured trip* booked in advance:

2.3.1 Notification of the transport company and/or tour company about the delayed arrival of the *insured person*;

2.3.2 Organisation and assumption of the cost of alternative and additional travel options and hotel stays (although not exceeding the level of costs that would have been incurred if the booked travel destination had been reached using the most direct route).

3 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GC1, there shall be no insurance cover for the following *insured events* or incidents:

- 3.1 **Insured events caused by gross negligence on the part of the insured person**, or if the *insured person* has attempted to deceive the *insurer* (for all benefits).
- 3.2 **The following cases or situations are excluded in the case of Travel Cancellation and Travel Curtailment:**
- cancellation or curtailment brought about by a pregnancy within a period of eight weeks before the estimated date of birth, insofar as the pregnancy was known at the time of the booking of the trip;
 - if an illness or the consequences of an accident, an operation, or a medical intervention already existed at the time the trip was booked, if the *insured person* is under medical treatment and the illness is not healed by the travel date. The exclusion mentioned above shall not apply, however, if an accredited physician attests in writing that the *insured person* is fit to travel within 30 days prior to the booking of the journey, if an *insured event* occurs, the *insured person* must be able to present this attestation to the *insurer*;
 - additional costs arising out of the booking agency or travel company not being notified immediately of the plans to cancel or curtail the travel arrangements;
 - withdrawal or curtailment arising out of travel having been booked to or within a country for which the Swiss Department of Foreign Affairs or a similar institution in the country of residence of the *insured person* issued a warning prior to the booking of the travel;
 - restrictive laws or actions enforced by the government of any country;
 - any claim arising out of the *insured person* not being able to embark on the journey because of failure to obtain a valid passport or visa in time.
- 3.3 **In the case of late and missed departures, insured cover does not extend to:**
- *insured events* arising out of strikes or labour disputes which began on or were announced for a date prior to the commencement of the travel;
 - *insured events* arising out of an aircraft, ship or railway train on which the *insured person* had booked a trip being taken out of service on the instruction or recommendation of an official body in any country. In this case, the *insured person* shall direct any claims for compensation to the relevant transportation company;
 - *insured events* arising out of the non-provision of services or transport (whether it be due to error, insolvency, omission, delay or any other reason) by the travel organizer for any part of the booked journey, with the exception of events that are expressly listed as insured;
 - *insured events* arising out of the *insured person* failing to do his/her utmost to ensure that he/she checks in at the specified time;
 - *insured events* arising out of the *insured person* refusing the offer of comparable, alternative conveyance.

2 Which benefits are provided in which cases?

2.1 Flight delay

2.1.1 Insured events

the departure of a booked flight is delayed by more than four hours, because:

- the flight is cancelled or conveyance is refused due to overbooking, and suitable alternative conveyance is not provided within four hours;
- the *insured person* misses a booked connecting flight due to a flight delay and suitable alternative conveyance is not provided within four hours of the delayed flight arriving.

2.1.2 Insured benefits

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

- Reimbursement of the cost of sustenance (food and drinks) and hotel accommodation incurred during the period between the planned and the actual flight departure;
- Reimbursement of the cost of alternative transportation. In the absence of proof/receipts for the costs, the maximum sum paid out shall be the flat-rate compensation sum set out in the table of insurance benefits.

2.2 Lost/delayed luggage

2.2.1 Insured events

Cover applies if the luggage is not returned within six hours of the arrival of the *insured person*.

2.2.2 Insured Benefits

Compensation shall be provided for the cost of necessary clothing and hygiene articles, up to the sum specified in the table of insurance benefits. →

The precondition is that these are bought at the place of destination:

- within 4 days of the arrival of the *insured person* and,
- in the case of a delay in the return of luggage, prior to the arrival of the luggage.

In the absence of proof/receipts for the costs, the maximum sum paid out shall be the flat-rate compensation sum set out in the table of insurance benefits.

3 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover shall not be provided for:

- for claims caused by to confiscation or requisition by customs officials or other government authorities;
- if the *insured person* voluntary waives a flight, in return for compensation from the airline;
- costs that are incurred following the flight home to the destination airport or place of destination;
- costs incurred, insofar as the *insured person*:
- did not without delay notify the airline or competent agency at the place of destination immediately of the lost luggage;
- did not obtain a loss report from the airline or competent agency at the place of destination, and did not take all necessary and reasonable measures to get the luggage back as quickly as possible.

IV.) G Travel Inconvenience Insurance

1 What is covered when and where?

Insurance cover exists for costs that the *insured person* incurs for scheduled flights due to flight delay or the delayed arrival of baggage.

The term "scheduled flight" within the context of these terms and conditions means flights subject to public tariffs and regular flight plans.

Insurance cover is subject to the condition that at least 50% of the scheduled flight ticket was bought using the *card*.

IV.) H Luggage Insurance

1 What is covered when and where?

If during the course of the trip that was at least 50% paid with the *card* the personal luggage of the *insured person* is:

- lost, i.e. cannot be found, is stolen or robbed;
- damaged; or
- destroyed;

the compensation listed below shall be paid to the *insured person*.

The insurance cover shall start at the time at which the luggage is moved from the normal *place of residence* in the country of residence or the place of work for the purpose of the prompt commencement of the *insured trip*, and shall end as soon as the insured items are returned to one of these locations. The insurance cover shall exist for 30 days from the departure to the return journey, around the clock.

The insurance cover shall end at the latest on the 31st day of travel, at 00.01 hours (local time). If the return journey occurs later than 30 consecutive travel days, then the insurance cover shall be restored during the return journey on *public transport* paid using the *card*.

2 What benefits and services are available?

2.1 Cost of replacement

Reimbursement of the replacement cost of the new value of the insured luggage of the *insured person*, up to the level of the sum specified in the table of insured benefits, less a percentage for wear and any possible third-party benefits.

2.2 Transport costs for relocated luggage

If lost or stolen luggage belonging to the *insured person* is relocated, the cost of transporting the luggage back to the *place of residence* of the *insured person* are reimbursed up to the amount stated in the table of insurance benefits, insofar as these expenses are not borne by the transportation company itself.

2.3 If stolen or robbed property is returned to the *insured person* after they have been reimbursed by the *insurer*, the *insured person* may elect either to repay the reimbursed sum or to hand over the property to the *insurer*. The *insurer* may require the *insured person* to make the decision within two weeks. Once this period has elapsed, the *insurer* made decide.

3 In what circumstances will cover not apply, or only limited cover apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover shall not be provided for **claims**:

- caused by failure on the part of the *insured person* to take ordinary precautions to secure his/her personal luggage and property; for instance if left in an area accessible to the public, where the item is not in the direct care of the *insured person*;
- caused by leaving, parting with or dropping luggage;
- with regard to spectacles, contact lenses, all kinds of prostheses, securities, debentures, bonds, cash, traveller's cheques, stamps, documents of any kind, animals, musical instruments, glass, china, antiques, merchandise used for trade fairs and exhibitions, pictures, sports equipment while in use, bicycles, hearing aids, trade samples or merchandise and items which are used for trade or other business activities, television sets, vehicles or related apparatus, boats and/or auxiliary equipment;
- caused to objects loaned or entrusted to or rented by the *insured person*;
- in respect of which no police report or report drawn up by the *public transportation* company is presented to the *insurer*;
- of personal items of luggage while in transit, which is not reported immediately to the *public transportation* company;
- caused by confiscation or requisition by customs officials or other government authorities;

- due to electrical or mechanical failure, general wear and tear, denting, scratching or any type of dyeing or cleaning process;
- to fragile or easily destructible items other than through fire or due to an accident involving a vessel, aircraft or motor vehicle.
- caused by theft from unsupervised motor vehicles, trailers, motorized homes, caravans, water sport craft and tents; however, insurance cover exists (except for valuables, computers and mobile phones) if the stolen luggage was kept invisibly from outside in a locked glove box, boot of the automobile or in the storage space of a camp mobile or mobile home or in a fixed mounted locked luggage box of an automobile;
- theft of valuables, computers and mobile phones from surrendered luggage or from unsupervised motor vehicles; valuables include jewellery, furs, valuable items containing precious metal or precious stones, watches, radios, binoculars, audio equipment, photographic equipment and video equipment, printers and games consoles.

IV.) | Home Assistance

1 What is covered when and where?

Insurance benefits are provided for costs and services in the event of a sudden and unforeseeable emergency at the residential property of the *insured person* during an *insured trip* of the *insured person* or within 7 days of the return of the *insured person*, in order:

- to safeguard the security of the home of the *insured person* and to prevent damage or further damage to the home;
- to restore the principal utilities (mains water, gas or electricity supply, drains and waste water pipes including sanitary facilities and hot water supply) in the home of the *insured person*;
- to repair the central heating in the home of the *insured person* (only in the event of cold weather).

2 What benefits and services are available?

The *insurer* shall upon request by the *insured person* render the following services and insurance benefits in the case of an *insured event* up to the level specified in the table of insurance:

2.1 Arrangement of repair services

Arranging repair services for the emergency repair of the following installations or following parts of the home:

- sanitary and sewerage system, if there is a likelihood of flooding;
- gas or electricity supply to the home in the event of complete failure;
- roof, if there is a likelihood of interior damage;
- exterior locks, doors or windows upon which the security of the home depends;
- central heating system, in the event of a water or oil leak.

2.2 Advance for rescue costs

Upon the instruction of the *insured person*, the *insurer* shall take the necessary steps to protect and preserve the property of the *insured person*, and for this purpose shall make *advance* payments for rescue costs.

2.3 Hotel costs if the home is uninhabitable

The *insurer* shall also assume hotel costs for up to 2 days in the event that the home of the *insured person* has become uninhabitable as a consequence of serious damage.

- 2.4 **House keys**
If the house key of the *insured person* are lost or stolen, the *insurer* shall assume the cost of a locksmith.
- 3 In what circumstances will cover not apply? (exclusions)**
In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:
- 3.1 for **loss and/or damage caused by gross negligence on the part of the insured person**; or if the *insured person* has attempted to deceive the *insurer*;
 - 3.2 in the event of a blockage of the sanitary equipment that is not caused by a fracture, or in the event of sudden mechanical failure caused by a separately ascertainable *insured event*;
 - 3.3 in the event of the failure of central heating, if no unreasonable inconvenience is caused to the *insured person* by the outside temperature or there is no risk of frost damage to the home;
 - 3.4 in the event of *insured events* caused by leakage from water hoses or washing appliances;
 - 3.5 in the event of flooding caused by leaks or damaged seals caused by gradual seepage;
 - 3.6 for claims brought in conjunction with digesters;
 - 3.7 for the removal of sedimentation and all work made necessary by deposits from water containing chalk;
 - 3.8 for losses that are incurred by emergency access to or repair of the building;
 - 3.9 for damage to household contents;
 - 3.10 for claims involving the reconnection of supplies, where the fault occurs outside the home;
 - 3.11 in the event of subsidence, landslide or movements, except to protect the home against water penetration or against intruders;
 - 3.12 for subsequent claims arising out of the same cause or the same event, where the original fault was not properly repaired;
 - 3.13 for all costs incurred without the prior approval of the *insurer*.

IV.) J Loss Damage Waiver for Rental Cars (LDW)

- 1 What is covered when and where?**
- 1.1 Insurance cover is provided for rented and utilised passenger cars (hire cars) that were at least 50% paid using the *card* and that were driven by a driver named in the hire contract (natural person), provided that the driver:
 - is at least 21 and maximum 80 years of age; and
 - is in possession of a driving license valid for the class of rented vehicle.
 Only one passenger car rented by the *cardholder* will be insured at any one time.
 - 1.2 Hire cars within the meaning of these *GCI* are passenger vehicles authorized to use public roads (passenger cars, estate cars and vans, authorised to carry up to 9 people) hired on a daily or weekly basis from an authorised rental agency or hire car firm.
 - 1.3 Insurance cover is granted for the duration specified in the rental agreement, but not more than 31 days.
 - 1.4 The *minimum claim* is CHF 400.
- 2 Which benefits are provided in which cases?**
- 2.1 **Loss damage waiver insurance**
The *insured person* shall be compensated up to the level specified in the table of insurance benefits in respect of compensation claims that the rental car agency or com-

pany asserts against the *insured person* and/or the driver named in the hire contract arising out of:

- property damage to the rental car due to collision, incl. wilful damage by a third party (vandalism) and fire;
- theft of the rental car, including its tyres and other equipment;
- loss of use of the rental car;
- loss of profits suffered by the rental agency or rental car firm as a result of any of the aforementioned losses and/or damage;

provided that *minimum claim* level specified in the table of insurance benefits has been reached or exceeded.

- 2.2 **Rental time not used**
If the *cardholder* has hired the rental car and the driver is unable to drive because:
- he is unable to operate the vehicle due to hospitalisation for more than 24 hours during the rental period or is ordered to remain in bed by a registered physician, and
 - according to the rental agreement, no other person is eligible to drive the rented vehicle;
- the insurance will indemnify the *insured person* up to the amount shown in the table of insurance benefits for each day (full 24-hour period) of rental charges for the days on which the driver is unable to operate the vehicle.
- 2.3 **Cost of returning the vehicle**
If the rental car cannot be returned at the end of the rental period because the only eligible driver is hospitalised due to an accident or sudden and unforeseen illness, the insurance will indemnify the *insured person* up to the amount shown in the table of insurance benefits for the charge levied by the rental agency or rental car firm for having the car returned.
- 2.4 **Cost of a locksmith/replacement of keys**
If an *insured person* accidentally locks himself out of the rental car, then the cost of opening the rental car (without further damaging the passenger car) shall be reimbursed up to the level set out in the table of insurance benefits. The car rental agency or company must approve the deployment of the locksmith. Approval of reimbursement is subject to the *insured person* retaining all receipts and presenting them to the *insurer*. Failure to observe these obligations can lead to insurance cover being voided for this *insured event*.

- 3 In what circumstances will cover not apply? (exclusions)**
In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for claims:
- pertaining to vintage cars, meaning cars over 20 years old, or cars that have not been manufactured for at least 10 years;
 - that are caused directly or indirectly by war, terrorist attacks, unrest of all kinds or seizure, damage or destruction by government agencies;
 - resulting from failure of the *insured person* to observe the maintenance and operating instructions supplied with the insured vehicle;
 - caused by gross negligence on the part of the *insured person*;
 - caused by wear and tear, insects or vermin;
 - resulting from alcohol consumption, if the driver's blood/alcohol concentration at the time of the accident was above the alcohol level defined as legal in the jurisdiction in which the driver was operating the vehicle at the time of the accident;
 - resulting from the influence of other intoxicating substances on the driver (e.g. drugs);
 - arising from the rental car being employed for a purpose other than that stated in the rental agreement.

1 What is covered when and where?

1.1 Insured persons

Notwithstanding Fig. 1.) B., *insured persons* with regard to vehicle-related benefits are only the *cardholders*, solely and exclusively.

1.2 Insured vehicles

The insurance covers

- private cars, minibuses and small commercial vehicles,
- mobile homes,
- motorbikes with engines in excess of 125 cm³ driven by the *insured person*, including trailers and any luggage and goods being carried.

Insurance cover is contingent upon:

- the insured vehicle being registered in a European country (excluding Turkey and Russia);
- the vehicle type and equipment of the insured vehicle being designed and registered to carry no more than nine persons, including the driver;
- the insured vehicle not being used for commercial purposes;
- the *insured person* having possessed the necessary driving licence when the *insured event* occurred;
- the *insured event* occurring in Switzerland, EU, EFTA or in countries bordering the Mediterranean, although at least 30 km away from the habitual residence of the *insured person*.→

1.3 Insured events

The insurance covers *breakdowns*, *accidents* (a sudden, unexpected, violent and involuntary external event) or theft of the insured vehicle.

2 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

2.1 Recovery

The *insurer* shall organise and pay for the cost of recovering an insured vehicle that has left the road.

2.2 Cost of towing and emergency repairs

If the insured vehicle is unable to embark upon or continue its journey immediately, the assistance service provider shall organise and pay for the cost of:

- restoring the roadworthiness of the vehicle at the location of the event by means of a *breakdown* assistance vehicle (including the small spare parts usually carried by the *breakdown* assistance vehicle); the cost of spare parts that are not usually carried and for workshop repairs shall not be paid;
- towing costs from the site of the *breakdown/accident* to the nearest workshop, if the vehicle cannot be repaired in situ.

2.3 Shipment of spare parts

If the insured vehicle is no longer roadworthy due to a *breakdown* or accident, and if the spare parts required to repair the vehicle are not available locally, the *insurer* may organise and pay for the shipment of these parts.

The cost of spare parts and customs duty will be indemnified in the form of an *advance*.

2.4 Return transport of a vehicle

The insurance covers an insured vehicle that:

- is not roadworthy and cannot be repaired locally; or
- is not roadworthy for more than two days; or
- is recovered in an unroadworthy state after a theft, and is not roadworthy for more than two days.

Insurance cover is provided for the organisation and payment of:

- returning the insured vehicle from the *breakdown/accident* site to a garage of the *insured person's* choice in his *place of residence*; or alternatively
- moving the vehicle to a different location, provided that the cost does not exceed that of a return transport and the vehicle can be repaired at the different location;
- the necessary parking prior to the return or onward transportation.

Criteria for the return of the insured vehicle are that the *insured person* has provided the *insurer* with written authority to return the vehicle and has provided all necessary documents for the return transport.

The return transport shall not be performed if the transport costs are higher than the market value of the insured vehicle following the *insured event*. In this case, however, the *insurer* shall organise and pay for the vehicle to be scrapped.

2.5 Vehicle collection

Following the successful repair or discovery of the stolen insured vehicle, the *insured person* or the appointed representative shall receive a *travel allowance* to enable them to recover the vehicle.

2.6 Hotel costs during the repair

If the *insured person* has to interrupt a journey because of repairs to an unroadworthy vehicle, the *insurer* shall pay for the necessary hotel costs incurred by the *insured person*, provided the repair cannot be performed on the day the vehicle became unroadworthy.

This benefit is restricted to five nights per *insured person*.

2.7 Continuation of the journey or return home

If the *insured person* is unable to continue a journey within 2 days of the insured vehicle becoming unroadworthy or being stolen, and if the *insured person* elects not to take advantage of the aforementioned hotel cost benefit, the cost of the journey (rail 1st class and taxi up to CHF 80) or flight (economy class), insofar as the destination is located more than 700 km away from the principal *place of residence* of the *insured person*, or for a rental car for up to 48 hours (if possible, in the same category as the insured vehicle), shall be reimbursed for:

- the further journey to the destination in Switzerland, EU, EFTA or state bordering the Mediterranean; and/or
- the return journey to the *place of residence in the country of residence*.

The *insured person* must bear the cost of any motorway toll charges, as well as the cost of all fuel and lubricants.

3 In what circumstances will cover not apply? (exclusions)

In addition to the exclusion pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:

- **Loss/damage caused by gross negligence on the part of the insured person**, or where the *insured person* has deliberately attempted to deceive the *insurer*;
- loss and/or damage that occurs during the *insured person's* activity as or preparation for: racing (where high speed, stamina and skill are called for);
- any kind of organized competition;
- loss and/or damage resulting from failure of the *insured person* to observe the maintenance and operating instructions supplied with the insured vehicle;
- Rental and carsharing vehicles.

1 What is covered when and where?

Travel Personal Liability Insurance protects the assets of the *insured person* as a private individual against legal liability claims made by third parties as a result of damage caused by the *insured person* during *insured trips*.

The *insurer* shall pay legitimate claims and shall represent the *insured person* and their legal successors vis-à-vis the injured parties. It shall defend itself against claims that are not legitimate, and shall help the *insured person* to reduce excessive claims.

Insurance cover shall apply for claims brought against the *insured persons* by virtue of statutory liability provisions due to:

- personal injury: i.e. death, injury or other impairment of the health of persons;
- property damage: i.e. destruction, damage or loss of property. Death, injury or other damage to health or loss of animals shall be deemed equivalent to property damage.

2 What benefits and services are available?

The following benefits shall be rendered up to the limit specified in the table of insurance benefits:

2.1 Defence or compensation of statutory liability claims brought by third parties against the insured person.

2.1.1 If legal proceedings are initiated by criminal or administrative authorities against the *insured person* due to an *insured event*, the *insurer* shall advise the *insured person* and shall pay the legal and court costs, expenses, the cost of expert opinions, party compensation as well as the costs imposed in the criminal proceedings, although not liabilities of a punitive nature or fines.

2.1.2 If the resolution of a liability claim as required of the *insurer* fails due to admission of liability, arrangement or settlement on the part of the *insured person*, then the *insurer* shall not be liable for any additional costs in the way of compensation payments, interest and costs.

2.1.3 An *insured event* that is settled by the *insurer* by way of amicable agreement or a judgement against the *insured person* shall be deemed binding on the *insured person*. Any possible indemnification awarded to the *insured person* in court shall pass to the *insurer* up to the amount of the benefits provided by the *insurer*. The *insured person* must assign this amount to the *insurer*.

2.1.4 The benefits provided by the *insurer*, including compensation, loss interest, loss reduction costs, expert opinion costs, legal costs, court costs, arbitration costs and mediation costs as well as party compensation, are limited per *insured event* to the level of the *Insurance Benefits* specified in the table of insurance benefits.

If several losses arise from the same cause, they are regarded as one loss occurrence/*insured event*, even if several persons and objects or items are affected.

3 In what circumstances will cover not apply? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be granted for liability claims:

- arising from the risks of an operation, profession, service, office (including honorary office) or a responsible activity in associations of all kinds;
- of the *insured person* in his capacity as the proprietor, owner, keeper or operator of a motor vehicle, aircraft or mechanically powered water vessel due to loss or damage caused by use of the same;

- from the contractually assumed liability of an *insured person* over and above the statutory liability, and from the failure to fulfil contractual or legal insurance requirements;

- for rented or borrowed horses, including riding equipment;

- affecting the person or property or items of the *insured person* or of several *insured persons*;

- of persons living together with the *insured person*;

- caused as a member of the Swiss army or Swiss civil defence service in the event of warlike events, or as a member of a foreign army;

- of the *insured person* in his capacity as the owner or keeper of dogs, horses or other animals;

- in connection with active participation in fights and brawls;

- for financial losses that are not a consequence of an insured case of personal injury or property damage;

- in conjunction with the transmission of infectious diseases affecting humans, animals and plants;

- arising out of participation in hunts, horse racing, cycle racing or motor vehicle racing, boxing or wrestling matches as well as arising out of preparation and training for such events;

- for damage due to wear and tear and damage that should have been expected as highly likely to occur;

- for damage to property arising from the gradual influence of weather, temperature, humidity, smoke, dust, soot, gases, vapours or vibrations to property and items;

- in connection with entrusted keys to company premises and/or alternative access control systems and associated badges;

- of the *insured person* in his capacity as the legal guardian of persons who are not of legal capacity or are of limited legal capacity;

- due to damage to property and items owned by third parties and for all other financial losses arising therefrom, if the *insured person* has rented, leased, hired or borrowed such property or items, has acquired these without proper authority or if such property forms the object of a special custody agreement. However, the insurance shall cover damage to apartments, hotel/guesthouse rooms and houses and their furnishings (damage to leased property) which are rented for residential purposes.

In this instance, the insurance shall not cover liability claims:

- due to normal wear and tear and excessive use;
- damage to heating systems, boilers and hot water supply equipment, to electrical and gas appliances;
- damage to farmland caused by cattle and game.

4 What should be done if an insured event occurs? (obligations)

In addition to the obligations cited in Fig. 3 *GCI*, the *insured person* must comply with the following obligations if an *insured event* occurs:

4.1 If civil proceedings are initiated, the *insured person* must support the *insurer* to the best of his ability and grant the necessary authorisation to the lawyer appointed by the *insurer*.

4.2 The *insured person* is not entitled to settle any claims for indemnity from the injured party without the prior consent of the *insurer*. Only the *insured person* is bound by an admission of blame. He shall not be entitled to assign claims under this insurance policy to the injured parties

or third parties before they have been definitively ascertained with respect to liability law, cover and amount.

IV.) M Travel information & advances

1 Which benefits are provided when and where?

The following services shall be rendered at the request of the *insured person* in conjunction with a trip:

2 Organisation and agency services

2.1 Travel advice:

- Information on current visa and entry requirements for all countries around the world. If the *insured person* holds a passport from a country other than Switzerland or Liechtenstein, the *insurer* may possibly be obliged to refer the *insured person* to the embassy or the consulate of the respective country.
- Information on current vaccination requirements for all countries prior to commencing any trip and information on current World Health Organisation warnings.
- Information about the probably climatic conditions in the holiday destination, information about time zones and time differences and information about the opening hours of the most important banks in the holiday destination, including and information and details concerning the acceptance of various currencies and specification of the principal currency of the holiday destination.

2.2 Medical information and referral services

If the *insured person* suffers an accident during a trip, or in the event of an illness that makes immediate inpatient or outpatient treatment by a licensed physician necessary, and if this cannot be delayed until the after the *insured person* has returned to his home country, the following services shall be rendered:

- Information on options for outpatient treatment, referrals to English or German-speaking physicians, or a physician plus interpreter over the telephone if no English or German-speaking physician is available;
- Referral of hospitals and physician contact details;
- Insofar as the law permits, arranging for any physician's prescriptions which have been mislaid or forgotten to be sent by a pharmacist in the *insured person's* country of residence to a local pharmacist.

2.3 Forwarding of urgent messages

In an emergency, the *insurer* shall pass on any urgent messages from or to the *insured person* to or from close relatives, business partners and/or friends in the country of origin.

2.4 Repatriation of accompanying dogs and cats

The *insurer* shall provide assistance for the repatriation of accompanying cats and dogs if the *insured person* is hospitalised.

2.5 Assistance with luggage

The *insurer* shall assist in locating lost luggage and provide the *insured person* with regular updates on the current situation.

3 Provision of advances

3.1 Medical emergency

Advances payable in the event of medical emergencies.

3.2 Prosecution/dealings with public authorities

- If the *insured person* is arrested or threatened with arrest while travelling, or is required to deal with any public authority, the following services shall be provided:
- Procurement of a lawyer and/or interpreter;

- *Advance* in respect of any legal fees and interpreter's fees payable in the circumstances described above;
- *Advance* in respect of any bail bond or other security required by the authorities.

3.3 Loss of means of payment and travel documents

If the *insured person* is robbed while travelling or loses his cash, his card or his travel documents, the following benefits shall be provided:

3.3.1 Loss of means of payment

In the event of the loss of means of payment, the *insurer* shall provide *advances* in an emergency.

3.3.2 Loss of travel documents

If travel documents required for the return journey are lost or stolen, the *insurer* shall assist in obtaining replacement documents. The assistance service provider shall not pay the charges payable for issuing new documents.

In the event that tickets for the return journey are lost or stolen, an *advance* shall be paid to enable purchase of a replacement ticket.

3.4 What is the situation regarding advances that are not reimbursable by a third party?

All *advances*, forwarding/remittance fees as well as the cost of procurements:

- shall only be paid if neither an American Express® travel agency nor ATM is available in the vicinity of the *insured person*;
- shall following approval by the *issuer* and the *insured person* be charged to the American Express Corporate card account, the *BTA/TCA* or another card account of the *insured person* at the *issuer*.

If the *insured person* does not have a card of the *issuer*, then either the *corporate client* must agree to the debiting of the costs on the Corporate card or the *BTA/TCA* account, or the *insured person* must provide the *insurer* with other security.

4 When will assistance services not be provided? (exclusions)

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover or benefit entitlements shall not be provided:

- 4.1 for expenses incurred for any physician's fees, medical and/or treatment costs;
- 4.2 for damage that was foreseen by the *insured person* as highly likely to occur;
- 4.3 for damage caused by gross negligence on the part of the *insured person*.

IV.) N Return Protection Insurance

1 What is insured and when does cover apply?

1.1 Insured goods

Insured cover is provided for undamaged and properly functioning moveable goods for personal use with a purchase value of CHF 60 or more, which are bought by an *insured person* who paid at least 50% of the purchase price using his card.

1.2 Insurance period

Insurance cover commences with the transfer of the goods at the point of purchase and lasts for 90 days, including transport to the definitive place of destination. Payment of this benefit is subject to the *insurer* having been notified of the *insured event* at the latest on the next working day following the 90th day.

- 1.3 **Scope of the insurance cover**
The *insured event* is triggered when the *insured person* attempts, for whatever reason, to return goods within 90 days of taking possession of them, and the seller refuses to take the goods back.
- 1.4 **Insured benefits**
The *insurer* shall reimburse the *insured person* for the price of the insured goods as stated on the monthly credit *card* statement of the *issuer* (incl. handling fee for foreign currency transactions) or on the receipt, up to the amount shown in the table of insurance benefits.
- 2 What is not insured? (exclusions)**
Goods that are not insured
In addition to the exclusions pursuant to Fig. 2.3 *GCI*, insurance cover shall not be provided for:
- 2.1 cash, cheques, traveller's cheques, any other type of security (e.g. bills of exchange, postage stamps), admission tickets and other qualification certificates;
 - 2.2 animals and plants;
 - 2.3 foodstuff and luxury foods, cosmetic articles and medication;
 - 2.4 jewellery, precious metals, gemstones and furs;
 - 2.5 objects of predominantly artistic or sentimental value as well as antiques;
 - 2.6 mobile phones;
 - 2.7 motor vehicles and their components;
 - 2.8 any type of recording (e.g. audio, photo, video, digital recordings), computer software and books unless where returned unopened in their original packaging;
 - 2.9 medical aids (e.g. spectacles, implements, prostheses, facilities, equipment, medication);
 - 2.10 objects intended for permanent use in the home, office, car, etc. (e.g. devices for opening garage doors, vehicle alarm systems);
 - 2.11 reduced and sale items;
 - 2.12 second-hand, repaired, reconditioned or transformed articles;
 - 2.13 real estate (property and land);
 - 2.14 all types of services related to the insured items (e.g. installation costs, warranties, authorizations, transportation costs or affiliations).

V. CLAIMS TABLE

Please note the obligations which apply upon occurrence of an insured event pursuant to Fig. 3 of the GC/ (Section III). In order to be able to process the *insured event*, the *insurer* requires documentary evidence detailing the occurrence of the damage, the magnitude thereof etc. The following table lists the documents that must be presented to the *insurer* in order to receive a benefit without delay. Of course, only the documentary evidence relevant to the benefit(s) being claimed by the *insured person* need to be submitted. In case of doubt, please contact the *claims adjuster*, who will tell you what documents are required.

Benefits	Documents required for the insurance benefit
General	<ul style="list-style-type: none"> • The card number • Notice of claim that has been completed comprehensively and truthfully • Original receipts (photocopies are sufficient if the originals are being processed by other parties at the same time) showing the purchase price and the date of purchase, as well as the relevant <i>card</i> statement • Proof of payment for the <i>public transport</i> ticket/agreement/contract or service using the <i>card</i>, where payment by <i>card</i> is a condition of insurance cover • Name of the physician providing the treatment and the document releasing this individual from the duty of professional confidentiality • Police report insofar as the police were involved • Your bank details • Evidence of expenses met by third parties (e.g. an airline, other <i>insurers</i>) • Copy of the monthly <i>card</i> statement, including details of applicable exchange rates if goods were purchased in a foreign currency
Transport Accident Insurance Claims adjuster: Allianz Global Assistance	<ul style="list-style-type: none"> • Evidence that the accident occurred while using or on the way to a means of <i>public transport</i> • Evidence showing how the accident happened and the consequences of the accident (degree of disability or death) • In the event of a disability claim, additional evidence that the course of treatment has been completed, insofar as such evidence is required to make an assessment of full disability • In the event of death, the <i>insurer</i> shall be given the right to ask a physician appointed by it to perform an autopsy, if required • Evidence of costs incurred through search, rescue, recovery and repatriation costs • Police evidence of kidnapping/hijacking of the means of <i>public transport</i> in which the <i>insured person</i> was traveling
Travel Inconvenience Insurance Claims adjuster: Allianz Global Assistance	<p>General</p> <ul style="list-style-type: none"> • <i>Card</i> receipts evidencing expenses incurred for purchased goods, hotel accommodation and/or <i>alternative conveyance</i> (this evidence is not required if the costs were paid in cash by children who are not themselves <i>cardholders</i>) • Original receipts (photocopies are sufficient if these documents are being processed by other parties at the same time) • Ticket or other proof of travel (e.g. confirmation from the airline) containing detailed information (e.g. airline, flight number, departure airport, destination, scheduled departure time and flight time, arrival time, destination airport) • Information stating whether the journey in question was a homeward journey • Information stating whether fellow travellers (e.g. children, spouse/registered life partner) were also affected <p>Flight cancellation, refusal of conveyance, missed connecting flight</p> <ul style="list-style-type: none"> • Written confirmation from the transport operator that the flight was cancelled or overbooked or that the connection was missed, incl. details of scheduled and actual departure and arrival times • Proof (e.g. confirmation from the airline) that suitable <i>alternative conveyance</i> was not offered within 4 hours • Confirmation from the relevant organisation (e.g. emergency <i>breakdown</i> assistance, garage, police) of the reasons for the delay that led to the connection being missed <p>Delay in return of luggage</p> <ul style="list-style-type: none"> • Written confirmation from the airline of the reasons for the delay in returning the luggage (Property Irregularity Report) and of the time when the luggage finally arrived

Benefits	Documents required for the insurance benefit
<p>Health Insurance & Assistance</p> <p>Claims adjuster: Allianz Global Assistance</p>	<p>Generally</p> <ul style="list-style-type: none"> • Medical certificates and receipts providing a detailed description of the treatment and the costs, the forename and surname of the person being treated, the designation of the illness (diagnosis), and the individual medical services provided incl. data on the treatment • All unused tickets • Original or copies of invoices, together with confirmation provided by another <i>insurer</i> concerning granted benefits, if necessary incl. translations – <i>the insurer shall retain these records</i> • prescriptions must clearly show the medication prescribed and the price, and bear the pharmacist's stamp • in the case of dental treatment, the documents must indicate the teeth requiring treatment and the nature of the treatment • Proof of costs incurred by <i>close relatives</i> in travelling to the hospital in which the <i>insured person</i> is staying
<p>Travel Cancellation, Travel Curtailment</p> <p>Claims adjuster: Allianz Global Assistance</p>	<ul style="list-style-type: none"> • Unused tickets or travel vouchers/receipts • In the case of e-tickets: confirmation from the airline that the ticket was not used and the costs reimbursed • Booking and cancellation receipts of the travel company • medical certificates • Independent documentation, providing evidence of the reason for delayed or missed arrival or Travel Cancellation or Travel Curtailment
<p>Loss Damage Waiver for Rental Cars (LDW)</p> <p>Claims adjuster: Allianz Global Assistance</p>	<ul style="list-style-type: none"> • Rental agreement • Accident report • Copy of driving license • Original invoice for repair costs • Medical certificates in the case of return of rental car to rental centre, or unused rental time
<p>Luggage insurance</p> <p>Claims adjuster: Allianz Global Assistance</p>	<ul style="list-style-type: none"> • Evidence of the damage/destruction/loss of luggage • List of damaged/destroyed/lost items and their original purchase price and the date of purchase • In the case of a criminal offense, fire or explosion: a certificate from the local police force • If the <i>insured event</i> occurred on <i>public transport</i>, the report from the <i>public transportation</i> company • Submission of the damaged or destroyed items upon request
<p>Return Protection Insurance</p> <p>Claims adjuster: Allianz Global Assistance</p>	<ul style="list-style-type: none"> • Written confirmation from the store where the goods were purchased clearly stating the reason for the goods not being accepted • If the claim is accepted, the insurer may request the insured person to send in the insured goods (where necessary, in original packaging) by registered delivery within 30 days. The receipt for the registered delivery should be retained as proof of dispatch, should the insurer fail to receive the goods.