

General Insurance Conditions (GIC) Allianz cancellation insurance**Customer information under the Swiss Federal Law on Insurance Contracts (LIC)**

The following customer information gives a clearly arranged, brief overview of the insurer's identity and the material content of the insurance policy (article 3 LIC).

Who is the insurer?

The Insurer is AGA International S.A., Paris, Wallisellen (Switzerland) branch, hereinafter AGA. The company headquarters are at Hertistrasse 2, CH-8304 Wallisellen.

Who is the policyholder?

The Policyholder is Interhome AG, based at Sägereistrasse 27, CH-8152 Glattbrugg.

What risks are insured and what is the scope of the cover?

The insured risks and the scope of the cover are set out in the insurance certificate and the General Insurance Conditions (GIC).

Which persons are insured?

Under the group insurance policy concluded with the policyholder, AGA covers the persons defined with the application and identified in the insurance certificate together with any direct right to claim connected with the insurance benefits.

The insured persons are set out in the insurance certificate and the General Insurance Conditions (GIC).

What are the main exclusions?

- Events that have already occurred at the time of joining the group insurance or making the travel booking or whose occurrence was manifest for the insured person at the time of joining the group insurance or making the travel booking.
- Events connected with epidemics or pandemics.
- Events connected with participation in risky actions in which the individual is knowingly exposed to danger.

This list contains only the most common exclusions. Other exclusions are set out in the General Insurance Conditions and the LIC.

How much is the premium?

The premium is borne by the policyholder.

What are the duties of the insured persons?

- To observe their contractual or legal reporting, notification or conduct duties in full (e.g. immediately notifying a loss event to AGA).
- To do everything possible to help minimise and clear up the loss (e.g. authorising AGA's third parties to produce the documents, information, etc., needed to clear up the claim).

This list contains only the most common duties. Other duties are set out in the General Insurance Conditions and the LIC.

When does the insurance begin and end?

The beginning and end of the insurance are defined in the application and specified in the insurance certificate.

How does AGA handle data?

AGA processes data arising from the policy documents or the processing of the policy and uses it in particular to determine the premium, clarify risk and process benefit cases and for statistical assessments and marketing purposes. The data is stored physically or electronically. If necessary, data is forwarded to the extent required to third parties involved, i.e. other insurers participating in the policy, the authorities, lawyers and external experts. Data may also be forwarded for the purpose of uncovering or preventing abuse of the insurance.

General Insurance Conditions (GIC)

AGA International S.A., Paris, Wallisellen (Switzerland) branch, hereinafter referred to as 'AGA', is liable for the benefits agreed under the group insurance policy and listed in this insurance document. These benefits are defined in the General Insurance Conditions (GIC) and additionally in the provisions of the Swiss Federal Law on Insurance Contracts.

I Common Provisions for all insurance components

The Common Provisions for all insurance components apply only unless specified otherwise in the Special Provisions on the individual insurance components or services.

1 Insured persons

Regarded as insured persons are the persons listed on the policyholder's booking confirmation or insurance certificate and all persons who accompany them during the insurance period and at the same time jointly occupy with them the rented property booked by the policyholder.

2 Area of application

Unless specified otherwise in the Special Provisions on the individual insurance components or services, the insurance applies worldwide.

3 Duties in the event of loss

- 3.1 The insured person is obliged to do everything to help minimise and clear up the loss.
- 3.2 The insured person is obliged to observe his contractual or legal reporting, notification or conduct duties in full (including immediately notifying the insured event to the contact address specified in the Common Provisions).
- 3.3 If the loss has occurred as a result of illness or injury, the insured person must ensure that the doctors treating him are released from their obligation to maintain secrecy with respect to AGA.
- 3.4 If the insured person can also pursue claims against third parties in respect of which AGA has paid out benefits, the insured person must safeguard these claims and assign them to AGA.
- 3.5 The following documents must be submitted to AGA at the contact address specified in the Common Provisions (depending on the insured event, the language for correspondence is English, French, German or Italian):
 - proof of insurance (insurance certificate)
 - booking confirmation
 - cancellation cost account in the original
 - transport tickets (flight/railway tickets), admission cards, receipts, etc., in the original
 - receipts for unforeseen costs in the original
 - death certificate
 - documents or official certificates that confirm the occurrence of the loss (e.g. detailed medical report with diagnosis, employer's certificate, police report, etc.).

4 Breach of duties

If the person entitled to claim breaches his duties, AGA may decline or reduce the benefits.

5 Non-insured events

- 5.1 If an event has already occurred when the policy is taken out or the travel booking is made or if its occurrence was manifest for the insured person when the policy is taken out or the travel booking is made, there is no right to claim benefits.
- 5.2 The insurance does not cover events that the insured person has brought about as follows:
 - abuse of alcohol, drugs or medicines
 - suicide or attempted suicide
 - participation in strikes or unrest
 - participation in races and training sessions with motor vehicles or boats
 - participation in risky actions in which the individual is knowingly exposed to danger
 - grossly negligent or wilful acts/omissions
 - commission or attempted commission of crimes or offences
- 5.3 The insurance does not cover activities connected with an insured event, e.g. costs of replacement of the insured items or for police-related matters.
- 5.4 The insurance does not cover the following events and their effects: war, terrorist attacks, unrest of any kind, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.
- 5.5 The insurance does not cover the effects of orders issued by official authorities, e.g. confiscation of property, detention or ban on leaving the country.
- 5.6 If the travel is for inpatient medical treatment.
- 5.7 If the assessor (expert, doctor, etc.) is directly favoured or related, or related by marriage, to the insured person.
- 5.8 The insurance does not cover costs connected with abductions.

6 Definitions

6.1 Connected persons

Connected persons are:

- relatives (spouse, parents, children, parents-in-law, grandparents and brothers and sisters)
- life partners and their parents and children
- carers of under-age children or relatives in need of nursing care who are not travelling with them
- very close friends with whom there is close contact

6.2 Switzerland

Switzerland and the Principality of Liechtenstein come under the area of application of Switzerland.

6.3 Natural hazards

Natural hazards cover losses caused by natural events such as high water levels, flooding, storm (wind speeds of at least 75 km/h), hail, avalanche, weight of snow, rock slip, rock fall or landslide. Losses caused by earthquakes or volcanic eruptions are not regarded as natural hazards.

6.4 Travel

Travel includes either an outward or return flight or at least one overnight stay away from the usual place of residence together with an outward or return journey and lasts a maximum of 31 days.

6.5 Travel companies

Regarded as travel companies (travel organisers, travel agents, airlines, car hire companies, hotels, course organisers, etc.) are all companies that provide contract-based travel services with and for the insured person.

6.6 Public transport

Regarded as public transport is any vehicle that regularly operates on the basis of a timetable and for whose use a ticket is required. Taxis and hire cars do not come under public transport.

6.7 Breakdown

Regarded as a breakdown is any sudden and unforeseeable malfunction of the insured vehicle as a result of an electronic or mechanical defect that makes onward travel impossible or as a result of which onward travel ceases to be legally permissible. Regarded as a breakdown are: defective tyres, lack of petrol, vehicle keys locked in the vehicle or flat battery. Lost or damaged vehicle keys are not regarded as a breakdown and are not insured.

6.8 Accident involving people

Regarded as an accident is the sudden, unintentionally harmful influence of any exceptional external force on the human body.

6.9 Motor vehicle accident

Regarded as an accident is damage to the insured motor vehicle caused by a sudden event acting violently on the motor vehicle as a result of which onward travel is made impossible or ceases to be legally permissible. This includes in particular events caused by impact, collision, overturning, crashing, subsidence and immersion.

6.10 Serious illness/serious effects of an accident

Illnesses or the effects of an accident are regarded as serious if they result in a temporary or permanent inability to work or an absolute inability to travel.

7 Complementarity clause

7.1 If an insured person is entitled to benefits under any other insurance policy (voluntary or mandatory insurance), cover is restricted to the part of the AGA benefits that exceeds the cover provided by the other insurance policy. Overall costs are reimbursed once only.

7.2 If AGA has nonetheless paid out benefits for the same claim, these benefits are regarded as an advance and the insured person assigns his claims against the third party (liable third party, voluntary or mandatory insurance) to this extent to AGA.

8 Limitation of action

Claims under the insurance policy expire by limitation two years after occurrence of the fact giving rise to the obligation.

9 Hierarchy of norms

The Special Conditions on the individual insurance components have priority over the Common Conditions for all insurance components.

10 Place of jurisdiction and applicable law

10.1 Lawsuits against AGA may be filed at the court, the company's registered office or the Swiss residence of the insured person or the person entitled to claim.

10.2 The Swiss Federal Law on Insurance Contracts (LIC) applies as a supplement to these conditions.

11 Contact address

AGA International (Switzerland), Hertistrasse 2, PO Box, CH-8304 Wallisellen

II Special Conditions on the individual insurance components

A Cancellation

1 Area of application

Cover begins on the day on which the insurance certificate is issued and ends when the insured travel begins. Regarded as the beginning of the travel is the time when the insured person enters the booked means of transport or the booked hotel, holiday apartment, etc., if no means of transport has been booked.

2 Insurance benefits

2.1 Cancellation costs

If the insured person cancels the contract with the travel company as a result of an insured event, AGA pays the contractually owed cancellation costs.

2.2 Delayed beginning of travel

If the insured person suffers a delay to the beginning of the travel as a result of an insured event, AGA pays the following costs instead of the cancellation costs (up to a maximum of the costs of any cancellation):

- additional travel costs arising in connection with the delayed departure.

2.3 Expenses incurred in respect of disproportionate or recurring handling charges and of insurance premiums are not reimbursed.

2.4 In the event of a claim, an excess is deducted per event to the debit of the insured person in the amount of 20%.

3 Insured events

3.1 Illness, accident, death, pregnancy

1 Serious illness, serious accident, pregnancy complications or as a result of death provided the event concerned occurred after the travel booking was made or the policy was taken out:

- of the insured person
- of a person travelling with him who has booked and cancelled the same travel
- of a person connected to the insured person who is not travelling with him
- of the person deputising for the insured person at his place of work if the presence of the insured person is indispensable.

If more than one person has booked the same travel, it may be cancelled by a maximum of six (6) persons.

2 Mental illness is covered only if

- a psychiatrist proves the inability to travel and work and
- the inability to work is proved by supplying the employer's certificate of absence.

3 Chronic illness is covered only if the travel has to be cancelled as a result of an unexpected acute deterioration certified by a doctor and provided the insured person's state of health is stable and he is able to travel when the travel booking is made or the policy is taken out.

4 Pregnancy is covered only if it occurred after the travel booking was made or the policy was taken out and the date of the return journey is after the 24th week of pregnancy or if the pregnancy occurred after the travel booking was made or the policy was taken out and a vaccination is required for the travel destination that poses a risk to the unborn child.

3.2 Damage to property at the place of residence

If the insured person's property at his permanent place of residence is seriously damaged as a result of theft, fire or damage by natural hazards as a result of which it is imperative for him to return home.

3.3 Delay or breakdown of the means of transport used for the outward journey

If the beginning of the booked travel is made impossible as a result of delay or breakdown of the means of public transport used for the outward journey to the place of departure specified in the travel arrangements.

3.4 Breakdown of the vehicle used for the outward journey

If during the direct outward journey to the place of departure specified in the travel arrangements the private vehicle or taxi used becomes unroadworthy as a result of an accident or breakdown. Lost or damaged keys or lack of petrol are not insured.

3.5 Strikes

If strikes make the travel impossible.

- 3.6 Dangers at the travel destination
If war, terrorist attacks, unrest of any kind or natural catastrophes endanger the insured person's life at the travel destination and the official Swiss body (Federal Department of Foreign Affairs) advises against travel.
- 3.7 Unemployment/unexpectedly starting a job
If within 30 days before departure the insured person unexpectedly starts a job or has his employment contract terminated through no fault of his own.
- 3.8 Official summons
If the insured person unexpectedly receives a summons before a court as witness or juror. The court hearing must take place during the travel time.
- 3.9 Theft of passport or identity card
If the insured person's passport or identity card is stolen immediately before departure making it impossible to begin the travel.
Note: Emergency passport offices can be found at various airports.
- 4 Non-insured events (as a supplement to section I 5: Non-insured events)**
- 4.1 Poor recovery
If an illness or the effects of an accident, operation or medical intervention were pre-existing when the travel booking is made or the policy is taken out and have not cleared up or healed by the date of travel. If the effects of an operation/medical intervention already planned when the travel booking was made or the policy was taken out but only subsequently carried out have not cleared up or healed by the date of travel.
- 4.2 Insured event not established and proven by a doctor at the time of occurrence
If an event listed under section II A 3.1 was not established by a doctor and proven by means of a medical report at the time of occurrence.
- 4.3 Curtailment by the travel company
If the travel company is unable or only partially able to provide the contractual services, curtails the travel or would have to curtail it due to specific circumstances and is obliged by law to reimburse the services not provided. Included in the specific circumstances under which the travel would have to be curtailed are, among others, the recommendations of the Federal Department of Foreign Affairs not to travel to the area concerned.
- 4.4 Official orders
If official orders make the planned execution of the booked travel impossible.
- 5 Duties in the event of loss (as a supplement to section I 3: Duties in the event of loss)**
To be able to claim AGA's benefits, the person entitled to claim must immediately cancel the booked travel with the travel company or agent when the insured event occurs and then notify the loss event to AGA in writing.