

General Insurance Conditions (GIC) ÖKK TOURIST SUBITO Edition 2022

Cancellation costs

1. Insurance fundamentals

1.1 Insurance provider

The insurer is the health insurer listed in the insurance confirmation. The insurer is the point of contact for any issues the insured persons may have, unless another company is expressly stipulated in these provisions.

The insurer for the cancellation costs insurance is Helvetia Swiss Insurance Company Ltd, St. Gallen. This insurance policy is the responsibility of European travel insurance (hereinafter referred to as ETI), branch office of Helvetia Swiss Insurance Company Ltd, domiciled in Basel.

ÖKK Versicherungen AG has concluded a collective insurance contract with ETI as the insurance provider in favour of the insured persons; this contract grants the insured persons a direct right of claim against ETI for cancellation costs insurance.

1.2 Purpose

The insurance provides benefits in relation to travel cancellations or travel incidents in the event of a premature cancellation or extension of a trip.

It is an indemnity insurance policy.

1.3 Geographical scope

The insurance cover applies worldwide.

1.4 Period of benefits

The insurance cover applies for the period specified on the insurance confirmation.

The cover begins when the insurance is concluded or, in the case of existing insurance cover, when the travel service is booked and ends when the insured travel service ends (check-in, boarding the booked means of transport etc.).

1.5 Conclusion of the insurance

This insurance may be concluded by all persons, without any age restrictions, who have compulsory health care insurance under the Swiss Health Insurance Act (KVG) and their legal place of residence in Switzerland.

In addition, the insurance may be concluded by people who have the relevant compulsory health care insurance in the Principality of Liechtenstein and also have their legal place of residence there.

1.6 Right of revocation

For an insurance duration of more than 30 days, the application to conclude the insurance can be revoked within 14 days of submitting it. In providing notice of revocation, all obligations of the insurer lapse.

This deadline is deemed to have been met if the policyholder notifies the insurer of the revocation or sends its revocation declaration by post on the last day of the revocation period.

1.7 Insured persons

The policyholder is the person with whom the insurer has concluded an insurance contract.

1.7.1 Individual insurance

The person listed on the insurance confirmation is insured.

1.7.2 Family insurance

The policyholder listed on the insurance confirmation as well as their spouse/partner and children are insured, provided they live in the same household as the policyholder.

1.8 Dissolution of the collective contract

The insurance expires if the collective contract between ETI and ÖKK Versicherungen AG is dissolved. The insured person must be notified in writing of the dissolution of this contract by no later than one month before the expiry of the insurance cover.

1.9 Statute of limitations

The insured person's entitlement to benefits from the insurer expires five years after the event upon which the obligation to provide benefits is based.

1.10 Insurance Contract Act

Unless these terms and conditions contain regulations to the contrary, the provisions of the Federal Act on Insurance Contracts (VVG) of 2 April 1908, as updated on 1 January 2022, shall apply (also for contracts concluded before 1 January 2022).

2. Insured events

Insurance cover is provided if the insured person cannot make use of, has to prematurely cancel or has to extend a booked travel service as a result of one of the events listed below, provided the event occurs after the insurance is concluded/the travel service is booked:

- a) unforeseen serious illnesses, injuries, pregnancy complications or death of
 - an insured person;
 - a person travelling with the insured person;
 - a person not travelling with the insured person, but to whom the latter is extremely close;
 - the insured person's deputy at their place of work, meaning that the insured person must be present there;
- b) strikes (except in the case of active participation) on the planned route of travel abroad;
- c) unrest of any kind or force majeure at the destination of travel if this could specifically endanger the life and/or property of the insured person and there is an official travel warning in place issued by the Swiss authorities for the destination of travel and if it is therefore impossible or unreasonable to continue the trip or stay;
- d) serious damage to the property of the insured person at their place of residence as a result of fire, natural hazards, theft or water damage, meaning that they must be present in their homes;
- e) the outage or delay – both as a result of technical defects or personal accidents – of the means of public transport to be used to travel to the official point of departure (airport, train station, port or coach terminal) in the country of residence;
- f) if, within 30 days before departure,
 - the insured person unexpectedly starts a new permanent job with a new employer (promotions etc. are excluded); or
 - the employment contract of the insured person is terminated by the employer through no fault of their own; and
- g) theft of tickets, passport or identity cards.

If the person who triggers the cancellation because of an insured event is neither related to nor related by marriage to the insured person, there is only an entitlement to benefits if the insured person would be obliged to embark upon the trip alone.

3. Insurance benefits

3.1 Principle

The entitlement to benefits is determined based on the event that triggered the cancellation, premature disruption or extension of the travel services. Neither previous nor subsequent events are taken into account.

3.2 Cancellation costs

Upon occurrence of the insured event, the insurance covers the cancellation costs actually incurred (excl. security and airport taxes). In total, this benefit is restricted to the price of the travel service/the insured amount.

Excessive or repeated processing fees are not insured.

3.3 Additional costs

The insurance reimburses the additional costs for any delayed start, premature cancellation or extension of travel if the travel service cannot be made use of, has to be prematurely cancelled or has to be extended as at the scheduled time as a result of the insured event.

Additional costs to extend the trip are reimbursed for a maximum of seven days.

If a claim is made for additional costs, there is no entitlement to any cancellation costs.

3.4 Unused travel services

The insurance reimburses the pro rata costs of unused travel services (excl. costs of the originally booked return journey) if the travel has to be interrupted prematurely. This benefit is restricted to the price of the travel service/the insurance amount specified on the insurance confirmation.

3.5 Amount of coverage

The benefits for cancellation costs or additional costs for any delayed start or premature cancellation of travel are limited to CHF 10,000 per event and person / CHF 20,000 per event and family.

Additional costs to extend the trip are limited to a maximum of CHF 700 per person, or up to CHF 1,000 if using a hire car, irrespective of how many people use the car.

Benefits included in the leisure cover (day trips, training courses, concert tickets, ski passes, entry fees for runs etc.) are limited to CHF 500 per person and event.

3.6 Exclusion of benefits

Benefits are excluded:

- a) if the service provider (travel company, lessor, organiser etc.) cancels the agreed service or would have to have cancelled them for objective reasons (this particularly applies for package holidays);
- b) if the event had already occurred or was foreseeable at the time the insurance was concluded or the travel service booked;
- c) if the complaint giving rise to the cancellation, disruption or extension of the trip was a complication or consequence of a medical operation or treatment that was already planned at the time the insurance began/the travel service was booked;
- d) if an illness or the consequences of an accident, an operation or a medical procedure already existed at the time the travel was booked and had not healed by the date of travel;
- e) in the event of cancellation, disruption or extension of the trip without medical indication or if the certificate of incapacity to work had not been issued at the time the inability to travel could first possibly be identified or if it was obtained on the basis of a telephone consultation;
- f) if a cancellation as a result of a psychological or psychosomatic complaint:
 - cannot be justified on the basis of a psychiatrist's findings and a certificate issued by said psychiatrist on the day of the cancellation; and
 - cannot additionally be justified by people in an employment relationship by providing a 100% absence confirmation from their employer for the duration of the medically certified inability to travel;
- g) if the appraiser (expert, doctor etc.) who makes the findings is a direct beneficiary or is related/married to the insured person;
- h) for events resulting from orders by public authorities (arrest, entry or exit bans, closure of borders and/or airspace, quarantine etc.);
- i) which the insured person brings about in relation to suicide, self-mutilation or attempts thereof;

- j) in the case of cancellation, travel disruption or travel extension resulting from warlike events or terrorism;
- k) in the case of cancellation, travel disruption or travel extension due to events involving ionising radiation of any type, in particular the transmutation of atomic nuclei;
- l) if the event that gave rise to the cancellation, travel disruption or travel extension is a result of deliberate or grossly negligent acts or omissions or is a result of a failure to exercise the customary level of due care;
- m) if an event that gave rise to the cancellation, travel disruption or travel extension was caused when under the influence of alcohol, drugs, narcotics or medication;
- n) if the event that gave rise to the cancellation, travel disruption or travel extension arose while intentionally committing criminal acts or attempting to do so;
- o) if additional costs are claimed for the premature cancellation or extension of a trip without these costs having first been approved by the ÖKK emergency call centre; and
- p) in the case of epidemics and pandemics as well as the consequences of those. This has no impact on the benefits covered for the insured events as definitely listed in this document.

3.7 Chronically ill persons

The chronically ill must obtain confirmation in the form of a medical certificate that they are able to travel immediately prior to booking a travel service.

If an insured person suffers from a chronic illness, but there appears to be no concern regarding the travel service upon conclusion of the insurance/booking of the travel service because of said illness, the insurance pays the insured costs incurred if the travel service has to be cancelled due to an unforeseeable, serious acute deterioration of this illness or if the insured person dies as a result of the chronic illness.

3.8 Assignment of claims

Once ETI makes a claim payment, the insured person automatically assigns their entire claim resulting from the insurance contract to ETI.

3.9 Liability of insurer

ETI only provides insurance cover to the extent that it is not in breach of any sanctions or restrictions under UN resolutions and is not in breach of any trade or economic sanctions imposed by Switzerland, the European Union or the United States of America, and in the event of claims or other benefits, is only liable to this extent.

4. Obligations regarding conduct while travelling

When assessing whether a journey to a country is feasible or not due to a strike, unrest, war, terror attacks etc., only the applicable recommendations and travel warnings issued by the Swiss authorities must be considered. First and foremost, this is the Federal Department of Foreign Affairs (FDFA) and the Federal Office of Public Health (FOPH).

5. Obligations in the event of a claim

The place of booking (travel agency, transport company, lessor etc.) must be notified immediately upon occurrence of the event.

Furthermore, in the event of a claim, the insurer must be notified immediately. The insurer immediately forwards the case to ETI to be processed.

The ÖKK emergency call centre must always be contacted before cancelling or extending a trip.

In the case of accident or illness, a doctor must be contacted immediately, who must be informed about the travel plans and whose instructions must be followed. The insured/entitled person must release the doctors treating them from their duty of professional secrecy to the insurer.

The following documents must be submitted to ETI, among others:

- the booking confirmation/invoice for the travel service as well as the invoices for the cancellation/additional travel costs (original copies);
- a detailed medical certificate/death certificate or any other official certificates; and
- a copy of the insurance confirmation.

6. Third-party benefits

If the insured/entitled person is reimbursed by a liable third party or their insurer, no reimbursement is due on the basis of this contract. If ETI is requested to make settlement instead of the liable third party, the insured person has to assign their liability claims to ETI up to the amount of the costs.

In the case of multiple insurance policies (voluntary or compulsory insurance), ETI provides its benefits on a subsidiary basis unless the insurance conditions of the other insurer also contain a subsidiarity clause. In this case, the statutory rules covering duplicate insurance cover shall apply. In the event of a claim, the insured/entitled person shall fully disclose and make accessible any existing insurance cover and authorise ETI to make any claims.

If there are multiple insurance policies in place with licensed companies, the costs shall only be reimbursed once overall.

7. Data protection

The data of insured persons is processed in accordance with the current provisions of the Federal Act on Insurance Contracts (VVG) and the Federal Act on Data Protection (DSG).

The insurer collects and processes personal and business data which is required to execute the contract and process claims. In addition, the insurer may use the data for regulatory evaluations as well as for personal customer consultations and to assist customers so as to improve the quality of its products and services.

Personal data is treated with absolute confidence and is protected from unauthorised access.

More information on how personal data is processed by the insurer can be found in its data protection statement.

8. Notifications

All notifications provided by policyholders or insured persons must be sent to the responsible branch of the insurer in writing or in another form that also provides evidence in text form.

9. Place of jurisdiction

In the event of any disputes arising out of this cancellation costs insurance, the claimant may choose to have their case heard before the court at their place of residence in Switzerland or the insurer's registered office (European travel insurance, Basel).



General Insurance Conditions (GIC)

ÖKK TOURIST SUBITO

Edition 2022

Treatment costs & personal assistance

1. Insurance fundamentals

1.1 Insurance provider

The insurer is the health insurer listed in the insurance policy. The insurer is the point of contact for any issues the insured persons may have, unless another company is expressly stipulated in these provisions.

The insurance provider for the treatment costs & personal assistance is ÖKK Versicherungen AG, Landquart.

1.2 Purpose

The insurance provides benefits towards the uncovered costs of emergency treatment in the event of illness, accident or premature birth during vacations, business travel or stays abroad. It also provides benefits towards transport, search, rescue and recovery operations as well as other services.

It is an indemnity insurance policy.

The following conditions apply with regard to the insurance cover.

1.3 Conditions for receiving benefits

Benefits shall only be provided if the treatment is appropriate and medically necessary, and is performed by people with the required authorisation to do so.

1.4 Geographical scope

The insurance applies for emergency treatments outside of the canton of residence in Switzerland and worldwide.

The Principality of Liechtenstein is considered equivalent to a canton of residence, provided the insured person has their place of residence there.

1.5 Period of benefits

The insurance cover applies for the period specified on the insurance confirmation, but for a maximum of 365 days.

Benefits are only provided for as long as it is not medically viable for the insured person to be repatriated.

The obligation to provide benefits for illnesses and accidents that occurred during the duration of the insurance shall in any case lapse no later than 91 days after expiry of the insurance.

1.6 Conclusion of the insurance

This insurance may be concluded by all persons, without any age restrictions, who have compulsory health care insurance under the Swiss Health Insurance Act (KVG) and their legal place of residence in Switzerland.

In addition, the insurance may be concluded by people who have the relevant compulsory health care insurance in the Principality of Liechtenstein and also have the legal place of residence there.

1.7 Right of revocation

For an insurance duration of more than 30 days, the application to conclude the insurance can be revoked within 14 days of submitting it. In providing notice of revocation, all obligations of the insurer lapse.

This deadline is deemed to have been met if the policyholder notifies the insurer of the revocation or sends its revocation declaration by post on the last day of the revocation period.

1.8 Insured persons

The policyholder is the person with whom the insurer has concluded an insurance contract.

1.8.1 Individual insurance

The person listed on the insurance confirmation is insured.

1.8.2 Family insurance

The policyholder listed on the insurance confirmation as well as their spouse/partner and children are insured, provided they live in the same household as the policyholder.

1.9 Insurance Contract Act

Unless these terms and conditions contain regulations to the contrary, the provisions of the Federal Act on Insurance Contracts (VVG) of 2 April 1908, as updated on 1 January 2022, shall apply (also for contracts concluded before 1 January 2022).

2. Insurance benefits

2.1 Treatment costs

The insurance pays benefits to cover treatment costs in the case of emergency treatment as an outpatient or inpatient over and above the compulsory health care insurance under KVG, accident insurance under UVG and any supplementary insurance cover. Please refer to section 5.2 on multiple insurance policies.

The cover extends to illness, accident or premature birth at the habitual local rates or the contractually agreed rates. A birth is regarded as premature if it is unforeseen and takes place more than six weeks before the medically attested expected birth date.

The statutory cost share applicable to Switzerland is not insured.

2.2 Transport, search, rescue and recovery operations

If an insured person suffers a serious illness or accident or dies, the insurer – based on the medical findings – provides the following benefits as organised by the ÖKK emergency call centre and pays the costs for:

- a) medically necessary rescue operations and emergency transport in an appropriate means of transport to the nearest suitable place of treatment;
- b) search operations undertaken with regard to rescuing or recovering the insured person as well as recovery operations up to a total of CHF 20,000 per insured person;
- c) medically necessary repatriation of the insured person who has suffered an illness or accident to a suitable hospital in the canton of residence for inpatient treatment; and
- d) repatriation of the deceased person to their place of residence.

2.3 Trips for visiting purposes and additional travel costs

2.3.1 Trips for visiting purposes

If an insured person suffers a serious illness or accident abroad and has to be hospitalised for more than 7 days, the ÖKK emergency call centre organises a trip for visiting purposes to the hospital for one person close to the insured person (first-class rail ticket, economy-class airfare). The costs for this are covered by the insurer.

2.3.2 Additional return trip

If, in the event of medical necessity, an insured person has to be transported back from abroad to a suitable hospital in the canton of residence for inpatient treatment, the ÖKK emergency call centre organises the additional return trips for insured family members travelling with the insured person or a close person. The additional costs incurred are covered.

If an insured person suffers an illness or accident and cannot undertake their journey home because they have to stay in hospital, the ÖKK emergency call centre organises the additional return trip for the insured person, insured family members travelling with the insured person or a close person. The additional costs incurred are covered.

2.4 Amount of coverage

The amount of coverage for all benefits amounts to CHF 250,000 per insured person, up to a maximum of CHF 500,000 per insured family.

2.5 Services

2.5.1 Payment advances to hospitals

If an insured person has to be hospitalised abroad, if necessary the insurer provides a payment advance to cover hospital costs of up to CHF 20,000. If some of this prepaid amount is not covered by the existing insurance, the difference will be invoiced to the insured person. The requested amount must be repaid within 30 days.

2.5.2 Notification of people at home

If measures are organised by the ÖKK emergency call centre, the latter notifies relatives of the insured person of the relevant facts and the measures taken.

2.5.3 Referral to hospitals and doctors abroad

If required, the ÖKK emergency call centre refers its insured persons to a doctor or hospital close to where they are staying. If there are communication problems, the ÖKK emergency call centre will provide translation assistance.

2.5.4 Medical advice from doctors

If an insured person requires medical assistance while travelling and this cannot be obtained at the place they are staying, the doctors at the ÖKK emergency call centre provide medical advice. This advice only represents a recommendation, and in no way should be considered a diagnosis.

2.6 Benefit restrictions

2.6.1 Exclusion of benefits

There is no entitlement to insurance benefits:

- a) for illnesses and consequences of accidents that existed before embarking on the journey;
- b) if the insured person travelled abroad for the purposes of receiving treatment or care, or giving birth;
- c) for illnesses and consequences of accidents that have been excluded for the insured person from the cover under an existing health or accident insurance policy;
- d) if the ÖKK emergency call centre has not given its prior approval for search or recovery operations, repatriation, visitation or additional return trips; the provisions under Art. 45 VVG shall apply (absence of fault or no influence on scope of benefit);
- e) in the case of participation in warlike actions, unrest, and similar events, and during military service abroad;
- f) in the case of illnesses and accidents resulting from warlike events that had broken out more than 14 days previously;
- g) in the case of illnesses and accidents resulting from active participation in punishable actions, fights or other acts of violence;
- h) in the case of grossly negligent causation of the illness or accident, in particular as a result of misusing alcohol, medication or other drugs;
- i) in the case of health impairments resulting from recklessness, i.e. if the insured person exposes themselves to a risk without taking or being able to take any measures that could reduce this risk to a reasonable level. This does not include rescue operations in aid of persons. In terms of these provisions, recklessness includes in particular the participation in races or training with motor vehicles; and
- j) if the insured person's health is damaged intentionally, also as a consequence of suicide, a suicide attempt or self-harm.

If the emergency transportation or repatriation is not possible as a result of external factors, such as strike action, turmoil, acts of violence, large-scale industrial emergencies, radioactivity, natural disasters, epidemic illnesses or force majeure, there is no right to demand that these be organised or performed.

2.6.2 Excessive invoices

Where the invoice is clearly for an amount that is too high, the insurer can reduce its benefits or make the payment thereof contingent on the claim for reduction being ceded.

2.7 Statute of limitations

The insured person's entitlement to benefits from the insurer expires five years after the event upon which the obligation to provide benefits is based.

3. Cost sharing

No cost sharing applies to benefits provided under ÖKK TOURIST SUBITO.

4. Obligations in the event of a claim

4.1 Notification of ÖKK emergency call centre

In the event of sudden illness, accident or premature birth in Switzerland or abroad necessitating a period of hospitalisation, the ÖKK emergency call centre must be notified immediately in all cases.

4.2 Release from duty of professional secrecy

The insured person releases the doctors treating them and other medical personnel as well as insurers from their duty of professional secrecy vis-à-vis the ÖKK emergency call centre/insurer.

4.3 Making a claim

The insured person must submit their claim for benefits to the insurer immediately and make available all information that contains the required medical and administrative details. Only detailed original invoices are accepted. If the invoice details are insufficient and additional information is not provided upon request, the level of benefits to be provided is determined at the insurer's discretion.

4.4 Deduction of rail or flight tickets

Unused rail or flight tickets must be automatically returned to the insurer. If useless tickets are sold or reimbursed by a third party, the amounts received in this respect will be deducted from the insurance benefits. If this obligation is not met, the insurer may reclaim an amount determined at its discretion from the insured person or offset this amount against the claim for benefits.

5. Third-party benefits

5.1 General provisions

If a third party is liable for a reported illness or accident by law or through their fault, the insurer is either not obliged to provide benefits, or is only liable for the uncovered amount of benefits.

5.2 Multiple insurance policies

If more than one private insurer is obliged to provide benefits, a calculation is performed to determine how much each private insurer would have to pay if they were solely liable for providing benefits. This also applies if the other private insurers only have a subsidiary obligation to provide benefits. The payment to be made under these GIC is limited to the proportion of the total insurance amount corresponding to this cover.

5.3 Waiver of benefits

If the insured person wholly or partially waives their right to benefits vis-à-vis third parties without the consent of the insurer, the obligation to provide benefits under these GIC no longer applies. The capitalisation of an entitlement to benefits is also considered to be a waiver of benefits.

5.4 Social insurance

No benefits are covered that are paid out under social insurance (KV, UV, IV, MV, AHV, AVI etc.). Any claim to benefits must be reported to the relevant social insurance office.

If an insured person does not have compulsory health care insurance under KVG or equivalent coverage in the Principality of Liechtenstein, benefits are provided by the insurer as if this cover were in place.

5.5 Advance payment of benefits and recourse

An advance payment of benefits can be made if the insured person is also insured with third parties other than social insurers. A requirement is that the insured persons must have made reasonable efforts to enforce their claims without success and is willing to assign their claims against third parties to the insurer within the scope of the benefits provided.

5.6 Overinsurance

The insured person may not make any profit from the benefits provided under these GIC taking into consideration the benefits provided by third parties. In the event of being overinsured, the benefits will be reduced accordingly.

5.7 Air rescue service and similar organisations

If the insured person is a member (donor) of an air rescue service or similar organisations, costs are only covered to the extent that these organisations have not provided benefits. This remains subject to other contractual agreements in place.

6. Data protection

The data of insured persons is processed in accordance with the current provisions of the Federal Act on Insurance Contracts (VVG) and the Federal Act on Data Protection (DSG).

The insurer collects and processes personal and business data which is required to execute the contract and process claims. In addition, the insurer may use the data for regulatory evaluations as well as for personal customer consultations and to assist customers so as to improve the quality of its products and services.

Personal data is treated with absolute confidence and is protected from unauthorised access.

More information on how personal data is processed by the insurer can be found in its data protection statement.

7. Notifications

All notifications provided by policyholders or insured persons must be sent to the responsible branch of the insurer in writing or in another form that also provides evidence in text form.

8. Place of jurisdiction

In the event of any disputes arising out of this insurance, the claimant may choose to have their case heard before the court at their place of residence in Switzerland or the insurer's registered office.

General Insurance Conditions (GIC) ÖKK TOURIST SUBITO Edition 2022

Luggage

1. Insurance fundamentals

1.1 Insurance provider

The insurer is the health insurer listed in the insurance policy. The insurer is the point of contact for any issues the insured persons may have, unless another company is expressly stipulated in these provisions.

The insurer for the luggage insurance is Helvetia Swiss Insurance Company Ltd, St. Gallen. These insurance policies are the responsibility of European travel insurance (hereinafter referred to as ETI), branch office of Helvetia Swiss Insurance Company Ltd, domiciled in Basel.

ÖKK Versicherungen AG has concluded a collective insurance contract with ETI as the insurance provider in favour of the insured persons; this contract grants the insured persons a direct right of claim against ETI for luggage insurance.

1.2 Purpose

The insurance provides benefits in relation to claims relating to accompanying luggage in the event of theft, burglary, robbery, damage/destruction, loss or delayed delivery by a public transport company.

It is an indemnity insurance policy.

1.3 Geographical scope

The insurance cover applies worldwide.

1.4 Period of benefits

The insurance cover applies for the duration of the insurance specified on the insurance confirmation, and for as long and so often as the insured items are taken outside the insured person's permanent residence.

The insurance cover also applies for travel on public transport for as long as the insured items are in the custody of a transport operator.

1.5 Conclusion of the insurance

This insurance may be concluded by all persons, without any age restrictions, who have compulsory health care insurance under the Swiss Health Insurance Act (KVG) and their legal place of residence in Switzerland.

In addition, the insurance may be concluded by people who have the relevant compulsory health care insurance in the Principality of Liechtenstein and also have the legal place of residence there.

1.6 Right of revocation

For an insurance duration of more than 30 days, the application to conclude the insurance can be revoked within 14 days of submitting it. In providing notice of revocation, all obligations of the insurer lapse.

This deadline is deemed to have been met if the policyholder notifies the insurer of the revocation or sends its revocation declaration by post on the last day of the revocation period.

1.7 Insured persons

The policyholder is the person with whom the insurer has concluded an insurance contract.

1.7.1 Individual insurance

The person listed on the insurance confirmation is insured.

1.7.2 Family insurance

The policyholder listed on the insurance confirmation as well as their spouse/partner and children are insured, provided they live in the same household as the policyholder.

1.8 Dissolution of the collective contract

The insurance expires if the collective contract between ETI and ÖKK Versicherungen AG is dissolved. The insured person must be notified in writing of the dissolution of this contract by no later than one month before the expiry of the insurance cover.

1.9 Statute of limitations

The insured person's entitlement to benefits from the insurer expires five years after the event upon which the obligation to provide benefits is based.

1.10 Insurance Contract Act

Unless these terms and conditions contain regulations to the contrary, the provisions of the Federal Act on Insurance Contracts (VVG) of 2 April 1908, as updated on 1 January 2022, shall apply (also for contracts concluded before 1 January 2022).

2. Insured items

All items taken on the journey by the insured persons for their own person necessity are insured.

Sporting equipment, wheelchairs and prams/pushchairs are only covered by the insurance during travel on public transport and for as long as these items are in the custody of the transport operator.

3. Uninsured items

The insurance does not cover the following:

- a) Cash and tickets (subject to section 5.1 d);
- b) All types of securities, certificates and documents (subject to section 5.1 g);
- c) Software;
- d) Precious metals, precious stones and pearls;
- e) Stamps;
- f) Commercial goods and commercial samples;
- g) Items of artistic or collector's value;
- h) Musical instruments;
- i) Surf boards;
- j) Motor vehicles, trailers, caravans, boats and aircraft, including all accessories;
- k) Items covered by special insurance;
- l) Items bought or received as gifts during the period of travel (e.g. souvenirs) that are not personal travel necessities; and
- m) Items that are taken on the journey that are not personal travel necessities (gifts, goods for third parties etc.).

4. Insured events

The following events are insured:

- a) Theft and burglary
- b) Robbery
- c) Damage and destruction
- d) Loss during travel on public transport; and
- e) Delayed delivery (at least six hours) by public transport.

When camping, these events are only insured within official campsites.

5. Insurance benefits

5.1 Scope of benefits

The insurance reimburses the following:

- a) in the case of total loss/write-off of insured items, the fair value; the fair value is the item's original purchase price less depreciation of at least 10% per year from the date of purchase; in total, however, a maximum of 60%;
- b) in the case of partial damage, the costs of the repairs, up to a maximum of the fair value;
- c) for all valuable items, up to 50% of the insurance amount;

- d) cash and tickets only in the event of robbery; in such cases, up to 20% of the insurance amount, up to CHF 1,000; for replacement tickets, up to CHF 2,000;
- e) breakages, up to 20% of the insurance amount;
- f) glasses, contact lenses, prosthetics and wheelchairs, up to 20% of the insurance amount;
- g) in the event of theft/loss of a passport, identity card, driving licence, vehicle registration documents and similar document as well as keys, the replacement costs;
- h) in the event of theft/loss of credit cards and mobile telephones, the organisation (but not the costs) of having them blocked;
- i) if luggage is delivered late via public transport, the costs of absolutely necessary purchases of up to CHF 1,000 per person and up to CHF 4,000 per family/per insurance confirmation and event. Insured persons are not entitled to any reimbursements when travelling back to their place of residence;
- j) for non-valuable items left in a closed vehicle, boat or tent, up to 50% of the insurance amount, up to CHF 2,000 per insured journey under individual insurance policies and up to CHF 5,000 under family insurance policies.

5.2 Amount of coverage

Benefits are limited to the insured amount, up to CHF 4,000 per person and up to CHF 10,000 per family/insurance confirmation and event.

5.3 Exclusion of benefits

Benefits are excluded for loss/damage:

- a) resulting from wear and tear, damage inflicted by the insured person, weather damage, insufficient or unsatisfactory quality or packaging of the items;
- b) resulting from neglect, inattention, loss, dropping or negligence;
- c) to items left in a publicly accessible location outside the insured person's sphere of location, even if for just a short period of time;
- d) to items whose value is not deemed sufficient for the item to be kept safe;
- e) to valuable items left in a vehicle, boat or tent or handed over to a transport operator for transport, and for as long as these items are in the custody of the transport operator;
- f) to items left in vehicles, boats or tents overnight (from 10 p.m. to 6 a.m.);
- g) resulting from warlike events or terrorism;
- h) due to events involving ionising radiation of any type, in particular the transmutation of atomic nuclei;
- i) caused by deliberate or grossly negligent acts or omissions or is a result of a failure to exercise the customary level of due care;
- j) arising while intentionally committing criminal acts or attempting to do so.

5.4 Assignment of claims

Once ETI makes a claim payment, the insured person automatically assigns their entire claim resulting from the insurance contract to ETI.

5.5 Liability of insurer

ETI only provides insurance cover to the extent that it is not in breach of any sanctions or restrictions under UN resolutions and is not in breach of any trade or economic sanctions imposed by Switzerland, the European Union or the United States of America, and in the event of claims or other benefits, is only liable to this extent.

6. Obligations regarding conduct while travelling

When they are not being used or worn, valuable items must:

- be handed over to the place of accommodation or a guarded cloakroom for safekeeping; or
- be stored in a locked room that is not accessible to the general public and kept under separate lock and key; bags of any kind, beauty and attaché cases, and jewellery boxes are not considered sufficient for this purpose.

Travel advice issued by the Federal Department of Foreign Affairs (FDFA) on the respective destination, in particular crime there and the associated precautionary measures to be taken, must be taken into consideration and followed.

7. Obligations in the event of a claim

In the event of a claim, the insurer must be notified immediately. The insurer immediately forwards the case to ETI to be processed.

The insured person must

- a) in the case of theft or robbery, request from the nearest police station that an official investigation be carried out and that the incident be recorded (police report, report of loss of air ticket etc.);
- b) in the event of damage, delayed delivery or loss while the luggage is being transported by the responsible body (hotel management, tour leader, transport company etc.), immediately have the causes, circumstances and extent of the damage be confirmed in a report and request compensation from said body; and
- c) after returning from the trip, immediately notify ETI in writing and provide justification for the claim.

The following documents must be submitted to ETI, among others:

- a) the original copy of the relevant report (police report, report of loss of air ticket etc.);
- b) the original confirmation, receipts purchase confirmations; and
- c) a copy of the insurance confirmation.

Damaged goods must be made available to ETI.

8. Data protection

The data of insured persons is processed in accordance with the current provisions of the Federal Act on Insurance Contracts (VVG) and the Federal Act on Data Protection (DSG).

The insurer collects and processes personal and business data which is required to execute the contract and process claims. In addition, the insurer may use the data for regulatory evaluations as well as for personal customer consultations and to assist customers so as to improve the quality of its products and services.

Personal data is treated with absolute confidence and is protected from unauthorised access.

More information on how personal data is processed by the insurer can be found in its data protection statement.

9. Notifications

All notifications provided by policyholders or insured persons must be sent to the responsible branch of the insurer in writing or in another form that also provides evidence in text form.

10. Place of jurisdiction

In the event of any disputes arising out of this luggage insurance, the claimant may choose to have their case heard before the court at their place of residence in Switzerland or the insurer's registered office (European travel insurance, Basel).

General Insurance Conditions (GIC) ÖKK TOURIST SUBITO Edition 2022

Travel legal protection

1. Insurance fundamentals

1.1 Insurance provider

The insurer is the health insurer listed in the insurance policy. The insurer is the point of contact for any issues the insured persons may have, unless another company is expressly stipulated in these provisions.

The insurer for the health-legal protection is Coop Rechtsschutz AG, Aarau (hereinafter referred to as Coop Rechtsschutz).

ÖKK Versicherungen AG has concluded a collective insurance contract with Coop Rechtsschutz as insurance provider in favour of the insured persons; this contract grants the insured persons a direct right of claim against Coop Rechtsschutz for travel legal protection insurance.

1.2 Purpose

The insurance covers legal costs relating to travel incidents.

It is an indemnity insurance policy.

1.3 Geographical scope

The insurance cover applies worldwide outside of Switzerland and the Principality of Liechtenstein.

1.4 Period of benefits

The insurance cover applies for the duration of the insurance specified on the insurance confirmation.

Legal protection is provided for disputes arising during the duration of the insurance specified on the insurance confirmation. Cases are deemed to have occurred at the time of the breach of the law; for insurance-law-related cases, at the time of the insured event.

1.5 Conclusion of the insurance

This insurance may be concluded by all persons, without any age restrictions, who have compulsory health care insurance under the Swiss Health Insurance Act (KVG) and their legal place of residence in Switzerland.

In addition, the insurance may be concluded by people who have the relevant compulsory health care insurance in the Principality of Liechtenstein and also have the legal place of residence there.

1.6 Right of revocation

For an insurance duration of more than 30 days, the application to conclude the insurance can be revoked within 14 days of submitting it. In providing notice of revocation, all obligations of the insurer lapse.

This deadline is deemed to have been met if the policyholder notifies the insurer of the revocation or sends its revocation declaration by post on the last day of the revocation period.

1.7 Insured persons

The policyholder is the person with whom the insurer has concluded an insurance contract.

1.7.1 Individuals

The person listed on the insurance confirmation is insured.

1.7.2 Families

The policyholder listed on the insurance confirmation as well as their spouse/partner and children are insured, provided they live in the same household as the policyholder.

1.8 Dissolution of the collective contract

The insurance expires if the collective contract between Coop Rechtsschutz and ÖKK Versicherungen AG is dissolved. The insured person must be notified in writing of the dissolution of this contract by no later than one month before the expiry of the insurance cover.

1.9 Insurance Contract Act

Unless these terms and conditions contain regulations to the contrary, the provisions of the Federal Act on Insurance Contracts (VVG) of 2 April 1908, as updated on 1 January 2022, shall apply (also for contracts concluded before 1 January 2022).

2. Insured capacities

The insured person has legal protection in their capacity as

- a) the owner, driver or renter of a motor vehicle;
- b) a sportsperson, pedestrian, cyclist, motorist or passenger in any form of transport;
- c) the renter of a holiday property;
- d) an attendee of a course at a foreign school;
- e) the contractual party to a travel contract;
- f) the victim of a violent crime; and
- g) the holder of a credit card.

3. Insured travel legal protection claims

The following legal protection claims are insured:

- a) claims for extra-contractual compensation for damage against the perpetrator/the perpetrator's liability insurance due to a physical injury or damage to property caused;
- b) legal disputes with an insurer, health insurer or pension fund in relation to an event abroad;
- c) representation in proceedings brought by criminal or administrative authorities resulting from a negligent breach of foreign legislation. In the event of an official investigation due to a premeditated crime, the costs will only be covered if the insured person is acquitted or the proceedings are suspended; and
- d) legal disputes arising from the following contracts under the Swiss Code of Obligations (exhaustive list), provided the insured person is affected in a capacity in accordance with section 2 above:
 - Tenancy contract
 - Repair contract
 - Freight contract
 - Contract of carriage
 - Travel contract
 - School contract
 - Credit card contract.

4. Insurance benefits

The following benefits are provided in the insured legal protection cases:

- a) protection of the insured person's legal interests by the legal service of Coop Rechtsschutz;
- b) payment of up to CHF 300,000 (CHF 100,000 outside Europe) per case unless a specific benefit restriction applies, in particular the
 - costs of appointed lawyers and mediators;
 - costs of appointed experts;
 - costs of legal proceedings and court costs charged to the insured person;
 - procedural costs payable to the other party;
 - travel expenses for necessary appearances before a foreign court of up to CHF 5,000;
 - translation costs of up to CHF 5,000; and
 - bail money in order to avoid custodial remand of up to CHF 100,000. This benefit is only provided in advance and must be reimbursed to Coop Rechtsschutz.

No benefits are paid for:

- a) fines;
- b) compensation for damage and settlements;
- c) costs which a liable third party is required to cover;
- d) costs for public notarisations and register entries; and
- e) costs for official authorisations, permits and inspections.

The insured person must reimburse to Coop Rechtsschutz the procedural and party compensation granted to them in the amount of the benefits they receive.

5. Exclusions

No legal protection is provided:

- a) in legal protection cases for insured persons in the same insurance confirmation;
- b) in direct or indirect relation to a crime being intentionally committed;
- c) in legal protection cases that were intentionally caused as well as any resulting disputes / proceedings under civil or administrative law;
- d) in relation to lawyers, mediators, appraisers and experts who are acting or acted for an insured person in an insured legal protection case;
- e) in relation to claims assigned to an insured person as well as claims transferred to insured persons as heirs; and
- f) in claims against Coop Rechtsschutz or any of its executive bodies.

6. Reporting a legal protection case

The occurrence of a legal protection case must be reported to the insurer immediately, and on its request, in writing. The insurer immediately forwards the case to Coop Rechtsschutz to be processed.

The insured person must assist Coop Rechtsschutz in processing the legal protection case, provide it with the necessary powers of attorney and information, and forward any notifications they receive, in particular from authorities, with no delay.

In the case of a culpable breach of these obligations, Coop Rechtsschutz may reduce the benefits it provides by the amount of the additional costs it incurs as a result. In the case of a serious breach, the insurer may refuse to pay any benefits.

7. Processing a legal protection case

Having consulted the insured person, Coop Rechtsschutz takes the measures required to safeguard its interests.

If it is necessary to involve a lawyer, in particular in court or administrative proceedings or in the case of conflicts of interest, the insured person is free to choose a lawyer. If Coop Rechtsschutz disagrees with the insured person's choice, the latter may propose three further lawyers, which may not belong to the same law firm. Coop Rechtsschutz must accept one of these three lawyers.

Before appointing the lawyer, the insured person must obtain consent from Coop Rechtsschutz as well as a cost guarantee.

If there is no valid reason for changing lawyers, the insured person shall bear any costs resulting from this change.

8. Process in the case of differences of opinion

In the case of differences of opinion, particularly in cases Coop Rechtsschutz believes have no chance of success, the insured person may request that arbitration proceedings be initiated. Both parties jointly appoint a person as the arbitrator. Furthermore, this process is based on the provisions governing arbitration in the Swiss Code of Civil Procedure (ZPO).

If an insured person takes legal action at their own cost, contractual benefits will be provided if the result in the main proceedings is more favourable than the assessment of Coop Rechtsschutz.

9. Data protection

The data of insured persons is processed in accordance with the current provisions of the Federal Act on Insurance Contracts (VVG) and the Federal Act on Data Protection (DSG).

The insurer collects and processes personal and business data which is required to execute the contract and process claims. In addition, the insurer may use the data for regulatory evaluations as well as for personal customer consultations and to assist customers so as to improve the quality of its products and services.

Personal data is treated with absolute confidence and is protected from unauthorised access.

More information on how personal data is processed by the insurer can be found in its data protection statement.

10. Notifications

All notifications provided by policyholders or insured persons must be sent to the responsible branch of the insurer in writing or in another form that also provides evidence in text form.

11. Place of jurisdiction

In the event of any disputes arising out of this travel legal protection insurance, the claimant may choose to have their case heard before the court at their place of residence in Switzerland or the insurer's registered office (Coop Rechtsschutz AG, Aarau).