

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.

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. Claims against third parties

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 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).