

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 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 luggage 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 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.

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 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).