

Travel Insurance

General Insurance Conditions (AVB) Version 04.2016

This insurance is based on the insurance contract between CSS Versicherung AG (hereinafter referred to as "CSS") and the policyholder, and the General Insurance Conditions (AVB). The male pronoun used in these General Insurance Conditions also applies to females.

Table of contents

I	Common provisions	2	III	General Insurance Conditions (AVB) for Legal Protection Insurance while Abroad	5
1	Insured persons	2	1	Legal Protection Insurance while Abroad	5
2	Scope of the insurance	2	2	Details of each risk covered	5
3	Beginning and end of insurance for short-term contracts	2	3	Scope of legal protection benefits	5
4	Beginning and end of insurance for annual contracts	2	4	Definition of Europe 6	5
5	Termination of annual contracts	2	5	Temporal validity	5
6	Territorial validity	2	6	Exclusions	5
7	Change of premium rates for annual contracts	2	7	Settling claims and mandating a lawyer	6
8	Premium refunds for annual contracts	2	8	Differences of opinion	6
9	Emergency Centre	2	9	Breach of obligations by the insured person	6
10	Obligations and duties in the event of a claim	3			
11	Breach of obligations and duties/waiver of obligation to pay benefits	3	IV	General Insurance Conditions (AVB) for luggage insurance	6
12	Claims on third parties	3	1	Insured property	6
13	Advances on costs	3	2	Insured risks and damage	6
14	Due date for payment of insurance benefits, period of limitation and forfeiture	3	3	Insurance benefits	6
15	Non-insured events and benefit limits	3	4	Retention fee	7
16	Data	3	5	Restrictions	7
17	Place of jurisdiction	3			
18	Applicable law, formal requirements	3	V	General Insurance Conditions (AVB) for cancellation costs insurance	7
19	Definitions	3	1	Beginning, term and requirements of insurance	7
			2	Insured benefits	7
II	General Insurance Conditions (AVB) for medical costs/ personal assistance insurance	4	3	Entitlement to benefits	7
1	Medical costs insurance	4	4	Exclusions	8
2	Personal assistance insurance	4			
3	Exclusions	4			
4	Coordination of benefits with benefits of other insurance carriers and third-party payments	4			

I Common provisions

Art. 1 Insured persons

The insurance cover is valid in accordance with the following terms and conditions for persons whose legal residence is in Switzerland.

1.1 Contract for one person

The policyholder as an individual.

1.2 Contract for two-person household

The policyholder and a second person who lives with the policyholder in the same household or is away during the week but regularly returns to the joint household at week-ends.

1.3 Contract for multi-person household

The policyholder and the following persons who live with him in the same household or are away during the week but regularly return to the joint household at weekends:

- a) spouse or the person living together with the policyholder, such as the cohabiting partner
- b) minors
- c) children who have attained the age of majority, including adopted, foster and step children, of insured persons
- d) further persons shown to be living in the same household
- e) minor children of insured persons who do not live with the policyholder in the same household, provided they are travelling with him

Art. 2 Scope of the insurance

The contract can include the following insurance cover:

- Medical costs
- Personal assistance
- Legal protection abroad
- Luggage
- Cancellation costs

Art. 3 Beginning and end of insurance for short-term contracts

(Contracts for a maximum of 31 days)

The insurance cover is valid from the date of departure and ceases on expiry of the chosen contract term. Insurance cover is granted only if the premium due is shown to have been paid prior to departure, in particular if the payment is received by CSS no later than two bank working days following departure.

Art. 4 Beginning and end of insurance for annual contracts

The insurance begins and ends as shown on the policy. The contract will automatically be renewed on a year-by-year basis unless it is terminated in accordance with Article 5.

Art. 5 Termination of annual contracts

5.1 On expiry

- a) The policyholder has the right to terminate the insurance in writing as of the expiry date, even if a longer contract term has been agreed, with effect from the end of the third or each successive insurance year, subject to a one-month notice period.
- b) CSS has the right to terminate parts of the contract in writing as of the expiry date, even if a longer contract term has been agreed, with effect from the end of the third or each successive insurance year, subject to a one-month notice period. This right does not apply to the parts of the contract concerning medical costs and personal assistance insurance.

5.2 In the event of a claim

After every claim for which CSS pays benefits, the respective part of the contract can be terminated; the contract can be terminated as a whole by the policyholder:

- a) By the policyholder, within 14 days of being notified of the benefit payment or, in the case of benefits from

Legal Protection Insurance while Abroad, within 14 days of learning that the claim has been settled. Cover terminates when CSS receives notice of termination.

Notice of termination must be served in writing.

- b) By CSS, at the latest on payment of the benefit or, in the case of benefits from Legal Protection Insurance while Abroad, on notifying that the claim has been settled. Insurance cover ends 14 days after the policyholder receives the notice of termination. This right of termination does not apply to the parts of the contract concerning medical costs and personal assistance insurance.

5.3 If the policyholder moves his legal residence abroad

Transfers of legal residence abroad must be notified to CSS immediately. Providing notice of departure to the competent authorities constitutes a transfer of legal residence. Travel insurance ceases on the date of de-registration.

5.4 For good cause in accordance with Art. 35b VVG

Both the policyholder and CSS may terminate the contract where good cause exists within the meaning of Art. 35b VVG.

Art. 6 Territorial validity

- a) Medical costs insurance and Legal Protection Insurance while Abroad are valid worldwide outside Switzerland.
- b) For travel by air, medical costs insurance and Legal Protection Insurance while Abroad start on passing through Swiss airport customs on departure and end on passing through Swiss airport customs on arrival (return).
- c) Personal assistance, luggage and cancellation costs insurance are valid for worldwide travel.

Art. 7 Change of premium rates for annual contracts

7.1 CSS can adjust premium rates. Premium rate changes are notified at the latest 30 days before the end of the insurance year.

7.2 If the policyholder does not agree to the new premium, he can terminate the relevant part of the contract, or the entire contract, as of the end of the current insurance year. CSS must receive notice of termination at the latest on the last working day of the insurance year. Notice must be given in writing.

Art. 8 Premium refunds for annual contracts

If the insurance is cancelled for legal or contractual reasons before the agreed term expires, then CSS will generally refund the unused portion of the premium.

No refund will be made if the insurance was in force for less than 12 months when terminated by the policyholder in the event of a claim.

Art. 9 Emergency Centre

9.1 The emergency number for the Emergency Centre communicated by CSS must be contacted immediately if an insured person suddenly falls ill, has an accident, faces premature birth at home or abroad, or requires legal protection while abroad and needs to be hospitalised, requires assistance or legal protection. The centre is available 24 hours a day (including Sundays and public holidays). The Emergency Centre gives advice on how to proceed and organises help as needed.

9.2 The CSS Emergency Centre arranges, orders or implements and pays for the necessary assistance in accordance with Art. 9.1.

9.3 The cost of measures in accordance with Art. 9.1 which were not ordered by the CSS Emergency Centre will be reimbursed by CSS only up to the amount that would have been incurred if the Emergency Centre had made the arrangements.

Art. 10 Obligations and duties in the event of a claim

- 10.1 General duties
- The policyholder or eligible claimant must inform CSS immediately when an event occurs for which a claim may be brought and provide CSS of his own accord with all the information and documents, such as medical certificates, official death certificates, police reports, original invoices, and confirmation of reservations, etc. that are necessary to assess the claim.
 - In case of illness or accident, the insured person must obtain expert medical treatment and inform the Emergency Centre immediately. The insured person must release the doctors and any companies CSS uses to investigate the claim from the obligation to maintain confidentiality towards CSS.
 - If invoices are incomplete and no supplementary information is provided at CSS's request, the insured person is not entitled to benefits.
 - The insured person must inform CSS about all benefits received from third parties (e.g. other insurers).
 - CSS can request an authenticated translation into one of Switzerland's national languages or English at the expense of the insured person.
- 10.2 CSS must be informed if any rail or airline tickets purchased by the insured person before the insured event occurred are no longer required because of the services provided through personal assistance insurance so that the cost of such rail or airline tickets can be reimbursed by the carriers or third parties; the same applies if the tickets are sold or kept for later use. Any compensation for unused tickets will be deducted from the benefits CSS pays. If the obligation to notify is ignored, CSS can either claim back or offset the amount after studying the matter with due care.
- 10.3 Under the terms of legal protection insurance, the insured person must call the CSS Emergency Centre in Switzerland in urgent cases (serious injuries, cases of arrest, confiscation of a vehicle) using the emergency number. The company will engage a local lawyer to intervene if necessary.
- 10.4
- Under the terms of luggage insurance, in case of theft and robbery the insured person must notify the local police and transport carrier, as the case may be, immediately.
 - In case of damage to luggage, the insured person must make the damaged items available at the request of CSS.
- 10.5 If an event occurs or a medical condition arises that could lead to benefits from the cancellation costs insurance, the booking agency (travel agency, carrier, hirer, etc.) must be informed immediately in addition to CSS.

Art. 11 Breach of obligations and duties/waiver of obligation to pay benefits

If the insured person wilfully breaches his obligations or duties and thus influences the scope of the claim, CSS can refuse or reduce benefits. In particular, the obligation to pay benefits ceases if facts are deliberately falsified or withheld for the purpose of deceiving the insurer, even if the insurer is not disadvantaged.

Art. 12 Claims on third parties

If CSS pays benefits from this contract which the insured person can claim from a third party, the insured person must assign these claims to CSS in the amount it has paid. This provision does not apply to benefits from medical costs insurance. Art. 4 of the AVB (Part 2) applies to medical costs insurance.

Art. 13 Advances on costs

Advances on costs up to a maximum of CHF 10,000 must be repaid within 30 days of returning to the place of residence or, at the latest, 60 days after payment. The insured person must pay 5% interest on arrears if he fails to meet the repayment deadline.

Art. 14 Due date for payment of insurance benefits, period of limitation and forfeiture

The benefit is due for payment 30 days after CSS has received all the documents necessary to determine the scope of the claim and its liability. Claims arising from this contract become time-barred five years after the circumstances arise that constitute grounds for the obligation to pay benefits. For contracts entered into before 1 January 2022, debts of the policyholder continue to become time-barred after two years.

Art. 15 Non-insured events and benefit limits

Cover restrictions and benefit limits are indicated for each category of insurance (Parts 2–5).

Art. 16 Data

CSS is entitled to notify the broker/agent about the insurance contract (first name/surname).

Art. 17 Place of jurisdiction

Claims arising from this contract can be brought before a court only at the insured person's legal residence in Switzerland or at CSS's registered office in Lucerne.

Art. 18 Applicable law, formal requirements

The provisions of the Federal Insurance Contract Act (VVG), the provisions on legal protection insurance of the Insurance Supervision Act (VAG), and the relevant implementing provisions in the Ordinance on the Supervision of Private Insurance Companies (AVO) apply in their current version.

The amendments of the revised Insurance Contract Act of 19 June 2020 also apply to contracts entered into before 1 January 2022. An exception is made for the insured person's debts. These continue to become statute-barred after two years.

Where written form is required in the AVB, any text form capable of producing a written record will suffice. If no formal requirement is specified in respect of a notification, it may be made orally.

Art. 19 Definitions

19.1 Trip/journey

A trip or journey is a stay of more than one day's duration away from the habitual place of residence or a stay of short duration at a place at least 30 km from the habitual place of residence, excluding travel to work.

19.2 Persons close to the insured person

- Family members, cohabiting partner and the latter's children and parents
- Very close friends with whom there is close contact

19.3 Natural hazards

Flood, inundation, storm (winds in excess of 75 km/h) hail, avalanche, snow pressure, rock slide, rock fall, landslide, earthquake

19.4 Public transport

Any regularly scheduled means of transport which is intended for use by and accessible to the general public and for which a fare must be paid.

19.5 Simple theft

Simple theft is the unlawful taking of property without the use of force or violence.

19.6 **Burglary**
Burglary is theft by perpetrators who use force to enter buildings or rooms in a building or to open receptacles in rooms. Theft by using the correct keys or codes to gain entry is considered as equivalent to burglary if the perpetrator appropriated the keys or code by means of burglary or robbery. Theft from aircraft, watercraft or motor vehicles and trailers does not count as burglary irrespective of where such are located.

19.7 **Robbery**
Robbery is theft involving the use of threat or violence against others as well as theft when the victim is unable to resist because of death, unconsciousness or accident. This does not include theft by pickpockets and confidence tricksters.

II General Insurance Conditions (AVB) for medical costs/personal assistance insurance

Art. 1 Medical costs insurance

- 1.1 In case of illness, accident or premature birth, CSS will cover the costs of emergency treatment and hospitalisation which are not covered by another insurer that has an obligation to pay benefits; payment will be made at the usual rates applying at the place of treatment (subsidiary cover). It makes an advance payment of the costs to be covered by the other insurer in accordance with Art. 4.
- 1.2 No benefits will be paid in case of refusal to undergo examination by a medical advisor.
- 1.3 Dental treatment is insured due to accidental injury only, up to a maximum of CHF 3,000.
- 1.4 Benefit period
- Benefits will be paid only for as long as it is medically impossible or unreasonable for the insured person to return home.
 - Benefits will be paid at most for 120 days from the date the illness began or the accident occurred.

Art. 2 Personal assistance insurance

- 2.1 If an insured person falls dangerously ill, is seriously injured in an accident, or dies, CSS pays the following benefits as arranged by the CSS Emergency Centre:
- Medically necessary rescue operations and transport
 - Search operations to rescue or recover the insured person, up to a maximum of CHF 20,000 per insured person
 - Repatriation to the residence in Switzerland or to a hospital in Switzerland if medically necessary
 - Recovery and return of the deceased from abroad
 - Refundable advance on costs up to a maximum of CHF 10,000 if an insured person has to be hospitalised abroad
 - Visit (transport and accommodation not including meals) to the sick bed costing up to a maximum of CHF 3,000 by a person very close to the insured person if a period of hospitalisation abroad lasts more than 7 days or the insured person is in a life-threatening condition
- 2.2 In the event of an early or delayed return trip, the additional travel costs for transport and accommodation (not including meals) for up to a maximum of 7 days and the documented costs for telephone calls which are absolutely necessary will also be covered. Additional travel costs up to a maximum of CHF 2,500 will be paid under one-person insurance, and up to a maximum of CHF 5,000 for two-person household and multi-person household insurance for the following events:

- If one insured person must be repatriated or shorten his trip for one of the following (let. b to f) reasons that is covered by the insurance and the other insured person(s) must continue the trip alone
- If someone close to the insured person becomes seriously ill, suffers serious injury, or dies
- If the insured person's property at his place of residence in Switzerland is seriously damaged by theft, fire, water, earthquake or natural forces and his presence at home thus becomes essential
- If strikes or commotions of any kind (violence against persons or property such as by mobs or during riots or tumult) outside Switzerland or quarantine, epidemics, earthquakes, volcanic eruptions or natural hazards endanger the life of the insured person, or if Swiss authorities (Federal Department of Foreign Affairs/FDFA or Federal Office of Public Health/FOPH) officially advise against travel
- If cancellations of public transport make it impossible to continue the journey as scheduled within 72 hours (additional costs incurred because of diversions and delays are not covered)
- If an insured person is unable to start the return trip according to plan because he is hospitalised

Art. 3 Exclusions

- 3.1 No benefits will be paid for illnesses and accidents in the cases listed below:
- Illnesses and accidents which are not emergencies
 - Epidemics
 - Foreseeable or current civil commotions and warlike events
 - Participation in commotions and demonstrations of all kinds
 - Participation in racing, rallies and similar types of competitive driving using motor vehicles or motor boats
 - Consumption of drugs, narcotics and addictive substances, and misuse of alcohol and medicine
 - Participation in crimes or offences committed wilfully or through gross negligence
 - Attempts to commit suicide, even when the insured person is incapable of sound judgement
- 3.2 Benefits are also excluded in the following cases:
- Pre-existing conditions, such as illnesses, accidents and pregnancy which existed before the insurance contract was concluded; a medically certified, unanticipated acute deterioration of health constitutes an exception
 - Treatment, nursing or birth abroad if the insured person goes abroad for this purpose
 - If they exceed the customary local rates or are not appropriate
- 3.3 Requests for arranging and carrying out emergency transport or repatriation are rejected if providing such proves impossible because of strike, commotions, radioactivity, acts of God or other similar causes, and there is no entitlement to benefits in this case.
- 3.4 Personal assistance insurance does not cover claims for costs of unused portions of a trip that had to be abandoned early.
- 3.5 Losses arising because the insured persons fail to comply with the prescribed minimum check-in times and are therefore unable to commence or continue the journey are not covered by personal assistance insurance.

Art. 4 Coordination of benefits with benefits of other insurance carriers and third-party payments

- 4.1 CSS affords benefits in accordance with its obligation to pay advances provided these exceed CHF 2,500 (retention fees and deductibles from Swiss mandatory healthcare

insurance are not covered by the insurance and are excluded from the obligation to make advance payments). For amounts below CHF 2,500, CSS reserves the right to refer these back to an insurer that has an obligation to pay benefits.

CSS will take recourse against recognised Swiss general health insurance companies or private Swiss health and accident insurers (healthcare and supplementary insurance, if any) to recover the benefits paid in advance.

- 4.2 If a general health insurance company, health or accident insurer refuses to pay benefits from the existing insurance to CSS, the insured person must repay the benefits he received from CSS that the existing insurer would have had to pay under the Federal Health Insurance Act (KVG) of 18 March 1994, the Federal Accident Insurance Act (UVG) of 20 March 1981 or the VVG. The amount must be repaid within 30 days after CSS sends the request. If no other insurers are involved, CSS pays only those benefits that exceed its obligation to pay benefits under the KVG or UVG.

III General Insurance Conditions (AVB) for Legal Protection Insurance while Abroad

Art. 1 Legal Protection Insurance while Abroad

CSS grants legal protection to insured persons in the cases mentioned below.

If an insured person dies as a result of the circumstances leading to the insured event, his legal successors and any other rightful claimants upon the insured person's death will be covered, for this case, by the Legal Protection Insurance.

1.1 Traffic-related incidents

During the outbound/return trip and stays for holidays or at a school abroad in the capacity of:

- a) driver, registered user or owner of the vehicle in use and hirer of a vehicle rented abroad
- b) pedestrian, cyclist, moped rider or passenger in any form of transport

1.2 Non-traffic-related incidents

- a) Involving personal injury and/or property damage (in acc. with Art. 2.1)
- b) Involving disputes concerning contracts for vehicle repair and hire (in acc. with Art. 2.2 let. a)
- c) Involving disputes arising from travel contracts (in acc. with paragraph 2.2 let. b)
- d) Involving a hobby or amateur sports during holidays or while at school abroad
- e) While attending a school abroad (in acc. with Art. 2.2 let. c)
- f) Arising from use of a credit card (in acc. with Art. 2.2 let. d)

Art. 2 Details of each risk covered

2.1 Legal protection in connection with damages

- a) Filing claims for damages for physical injury or damage to property as the result of traffic-related or other incidents (in acc. with Art. 1.1 and 1.2).
- b) Claims for damages arising from theft, burglary, loss of property and misuse of credit cards are excluded from the insurance.

2.2 Legal protection in connection with contracts

- a) **Legal protection in connection with vehicle contracts**
Representation in disputes arising from contracts for repair and hire of the vehicle used during the trip. Disputes from sales and leasing contracts are excluded.
- b) **Legal protection in connection with travel contracts**
Representation in disputes arising from travel contracts with a travel agent domiciled in Switzerland, provided the place of jurisdiction is in Switzerland and Swiss law applies.

c) Legal protection in connection with schooling

Representation in disputes arising from contracts with schools abroad, provided the place of jurisdiction is in Switzerland and Swiss law applies.

d) Legal protection in connection with credit cards

Representation in disputes with a credit card issuer domiciled in Switzerland, provided the disputes do not concern violations of obligations arising from the credit card contract, the place of jurisdiction is in Switzerland, and Swiss law applies.

2.3 Legal protection in connection with insurance contracts

Representation in disputes with private or public insurance institutions authorised to do business in Switzerland subsequent to an accident abroad. Legal protection is also granted in disputes with foreign insurance companies arising from contracts for vehicle hire (cars, campers, motorcycles, motorboats and similar vehicles) and non-motorised hobby sports equipment (for restrictions see Art. 6).

2.4 Legal protection in connection with criminal and administrative cases

Representation before police or criminal courts abroad and before administrative authorities in criminal and administrative cases arising from alleged negligent violation of laws in a foreign country.

Art. 3 Scope of legal protection benefits

For each case involving legal protection insurance, CSS covers the following costs, including bail, of up to CHF 250,000 in Europe and CHF 50,000 outside Europe:

- a) fees of a lawyer (i.e. a licensed lawyer or other representative qualified for the area of law in question) who will act on behalf of the insured person
- b) cost of expert appraisals required by CSS, a lawyer representing the insured person, or a court
- c) court fees and other costs imposed on the insured person, such as cost of proceedings and debt enforcement
- d) costs and charges imposed upon the insured person by the court; the insured person is liable for any fines imposed
- e) legal costs of the opposing party, provided the insured person must pay such costs
- f) advances for bail of up to CHF 100,000 in Europe and CHF 50,000 outside Europe imposed on the insured person to avoid pre-trial detention in cases covered by the insurance (cf. Art. 2.4); the insured person must repay any such advance
- g) costs incurred if it is necessary to appear before court, up to a maximum of CHF 1,000
- h) costs for translations and authentications

Art. 4 Definition of Europe

Europe encompasses the countries up to the Ural Mountains and the countries on the Mediterranean Sea, including the Canary Islands and Madeira.

Art. 5 Temporal validity

Legal Protection Insurance while Abroad is valid for claims that occur within the term selected for travel insurance. A legal protection case is said to have occurred on the date of the actual or alleged violation of legal provisions or contractual duties or on the date of the loss or damage

Art. 6 Exclusions

The insurance does not cover legal protection:

- a) if the insured person attempts to participate or wilfully participates in crimes, offences and breaches of laws or contracts; benefits will be reduced in cases involving gross negligence

- b) if third parties file claims for damages against the insured person; repudiation falls under any liability insurance
- c) to defend the insured person in his capacity as the driver of a vehicle while on holiday or abroad for schooling on the outbound or return trip if he does not have a valid driving licence at the time of the loss event
- d) to represent the insured person in a dispute with the company itself, a lawyer mandated on his behalf or the specialist involved
- e) if disputes arise among insured persons from the same contract
- f) if the insured person actively participates in racing with motor vehicles, motor boats and aircraft
- g) for claims arising from wars or similar events or commotions
- h) for disputes arising from the use of watercraft or aircraft that require an official permit
- i) for obligations arising from contracts (such as excess payments in the case of fully comprehensive insurance, etc.)

Art. 7 Settling claims and mandating a lawyer

- 7.1 Claims are handled by Orion Rechtsschutz-Versicherung AG, Aeschenvorstadt 50, 4051 Basel (hereinafter referred to as 'Orion').
Once the case has been passed to Orion, it determines how to proceed in the interests of the insured person. Orion conducts the negotiations for an amicable settlement and proposes mediation in appropriate cases. Orion decides whether to involve a lawyer or mediator and whether to draw up expert opinions. Orion can impose restrictions as to the amount or substance of the warranty to defray costs. The insured person undertakes not to hire a representative without first having received a written declaration of consent from Orion. If the insured person retains a lawyer, next friend or mediator before reporting the case to Orion, any costs incurred by the insured person prior to reporting the case will be covered only up to CHF 300. Unless agreed otherwise, Orion will bill the lawyer (including in the event of a court case) on an hourly basis. Orion will not pay any contingency fee that the policyholder may have agreed upon with the lawyer.
- 7.2 Instead of absorbing the costs in accordance with Art. 3, Orion is entitled to compensate the financial interest in full or in part. The latter is calculated on the basis of the amount in dispute with due consideration of the litigation and del credere risk.
- 7.3 Orion grants the insured person complete freedom to choose an attorney if representation is needed for court or administrative proceedings or in the case of any conflicts of interests. Orion is entitled to reject a lawyer proposed by the insured person. The insured person may then propose three lawyers from different law firms in the relevant jurisdiction, from which Orion will choose the lawyer to be retained. This applies regardless of whether there was a duty to grant complete freedom to choose an attorney or Orion consented to the retaining of a lawyer for other reasons. No reason need be given for refusing a lawyer.
- 7.4 The insured person or his legal advisor must provide Orion with the necessary information and powers of attorney. All papers that have a connection to the case such as notice of fines, summonses, judgments, correspondence, etc. must be forwarded to Orion immediately. If a lawyer has been retained, the insured person must authorise such lawyer to keep Orion informed about the development of the case including, but not limited to, providing Orion with the documents needed to assess the insurance cover or the prospects of success.

- 7.5 The insured may conclude settlements containing obligations that are detrimental to Orion if, and only if, he obtains Orion's consent.
- 7.6 Any costs of proceedings or damages awarded to the insured person (in or out of court) devolve to Orion to the extent of the benefits already provided.

Art. 8 Differences of opinion

- 8.1 If there are differences of opinion regarding the conduct of an insured legal case or the prospects of success for the legal case, Orion will justify its legal opinion immediately in writing and simultaneously remind the insured person of his right to initiate arbitration within 20 days. Any failure by the insured person to request arbitration by this deadline is deemed to be a waiver. Upon receiving this notification, the insured person must take all measures needed to protect his interests himself.
Orion cannot be held liable for the consequences of inadequate representation of interests, including, but not limited to, missed deadlines. Each party must advance half of the costs of the arbitration; these costs must be borne by the losing party. The failure of one party to advance the costs will be construed as this party's acknowledgement of the opposing party's legal opinion.
- 8.2 The parties will jointly appoint one sole arbitrator. The proceedings will be restricted to a single written exchange of briefs, citing the parties' reasons and applicable evidence; the arbitrator will then render an award on this basis. In all other regards, the provisions of the Swiss Civil Procedure Code (Schweizerische Zivilprozessordnung, ZPO) apply. If Orion denies its obligation to pay benefits and the insured person initiates proceedings at his own expense and secures a judgement that is more favourable to him than the solution set out in writing by Orion or than the result of the arbitration proceedings, Orion will meet the costs incurred as if it had consented to the proceedings.

Art. 9 Breach of obligations by the insured person

Orion can refuse or reduce its benefits in the event of any culpable breach of the obligations of disclosure and cooperation (e. g. deliberately incomplete or incorrect guidance concerning the facts).
This also applies if it does not result in any obligation for Orion to provide additional benefits.

IV General Insurance Conditions (AVB) for luggage insurance

Art. 1 Insured property

The insurance covers the luggage of insured persons, i.e. all the personal effects and property carried by the person on the trip or entrusted to a carrier for shipment.

Art. 2 Insured risks and damage

The insurance covers luggage for the following risks and damage:

- a) Burglary, robbery, simple theft
- b) Damage
- c) Loss and damage during transport by a carrier
- d) Loss if the means of transport has an accident
- e) Late delivery by a carrier (at least 6 hours)

Art. 3 Insurance benefits

The insurance covers the following benefits up to the agreed sum insured:

- a) For total loss: the amount required to buy new replacements for the insured object will be reimbursed. Any collector's value will not be taken into consideration

- b) For partial loss: the repair costs will be refunded up to the maximum amount of an equivalent new acquisition
- c) The necessary cost of replacing a passport, identity card, driver's licence and vehicle registration document
- d) The cost of up to 20% of the sum insured for immediate purchases at the destination in the case of late delivery of luggage by a carrier. The carrier is liable for the advance in the case of loss or damage during transport. The rules defined by the Montreal Convention apply to air transport. Any settlements will be deducted from the insured indemnity
- e) Up to 20% of the sum insured, but no more than CHF 2,000 for cash, travel and flight tickets if these are lost through burglary or robbery
- f) Up to 50% of the sum insured for the following property in its entirety: jewellery, i.e. objects made of or with precious metals, gems or pearls; furs; binoculars; photographic, film, video and recording equipment including accessories

Art. 4 Retention fee

For loss through theft, loss or damage, the insured person pays a retention fee in each case of CHF 100. The fee will be deducted from the indemnity before payment.

Art. 5 Restrictions

- 5.1 Non-insured property and costs are:
- a) securities, bank deposit books, certificates, documents and credit cards
 - b) portable communication devices, tablets, desktop (PCs) and portable computers incl. accessories and software
 - c) precious metals, unset gems and pearls, stamps, commercial goods, samples, works of art or collector's items, musical instruments, tools
 - d) optical aids (glasses, contact lenses), prosthetic aids, prostheses
 - e) all vehicles, ships, surfboards and aircraft including accessories for such
 - f) the costs from the loss event
 - g) bicycles, skis, inflatable dinghies, collapsible canoes, rubber boats and row boats for the risks of theft and damage in accordance with Art. 2 let. a and b
 - h) cash, travel and flight tickets (exceptions see Art. 3 let. e)
- 5.2 The insurance does not cover loss or damage:
- a) as the result of rulings by authorities, or through strikes or warlike events
 - b) through wear and tear, the natural composition of the item or the effects of temperature and climate
 - c) for items that are forgotten, mislaid or lost
 - d) that arises because property is stored inappropriately for its value
 - e) from leaving objects in generally accessible locations, outside the insured person's direct sphere of influence, or on or in unlocked vehicles or boats – even temporarily
 - f) from nuclear energy
 - g) to luggage and sports equipment from use

V General Insurance Conditions (AVB) for cancellation costs insurance

Art. 1 Beginning, term and requirements of insurance

- a) In amendment of Art. 3 of Part 1, the insurance cover for cancellation costs insurance for short-term contracts begins upon payment of the premium (confirmation required) and ceases on expiry of the chosen contract term.

- b) In amendment of Art. 4 of Part 1, the insurance cover for cancellation costs insurance for annual contracts begins when the contract is entered into. This applies to trips from the date on which the insurance begins as shown on the policy.
- c) Insured persons undergoing medical treatment (with the exception of regular check-ups for chronic illnesses) at the time of booking and/or travel must submit a doctor's certificate certifying fitness to travel prior to setting out.

Art. 2 Insured benefits

The following benefits are paid per insured event:

2.1 Before departure

The cancellation costs actually incurred and contractually owed, provided the organiser is liable under the Package Travel Act.

2.2 In case of delayed commencement of the trip

- a) Refund of the cost of services not used up to the date of departure or the cancellation costs actually incurred and contractually owed.
- b) Rebooking costs incurred as a result of delaying commencement of the trip.

2.3 On cutting a trip short or delaying return travel

- a) Refund of the cost of services not used or the cancellation costs actually incurred and contractually owed.
- b) If not already insured under personal assistance insurance (Part 2), in the event of early or delayed return trips, the additional travel costs for transport and accommodation (not including meals) for up to a maximum of 7 days and the documented costs for telephone calls which are absolutely necessary will also be covered. Additional travel costs up to a maximum of CHF 2,500 will be paid under individual insurance, and up to a maximum of CHF 5,000 for two-person household and multi-person household insurance. The insurance benefits from personal assistance insurance and cancellation costs insurance cannot be added together.

2.4 The following are insured:

- a) the booked holiday arrangement, including residential language and holiday courses of several days' duration (but not professional training and development)
- b) the booked journey by air, train, coach or ship
- c) the renting of a hotel room, holiday apartment/home, boat, car, motorbike or camper van
- d) the cost of tickets to events, provided these were booked as part of the arrangement (transport and/or accommodation)
- e) rebooking/additional travel costs in accordance with Art. 2.2 and 2.3

The insured benefits are limited to the contractually owed cancellation costs, but at most to the agreed sum insured.

Art. 3 Entitlement to benefits

Entitlement to benefits applies in the following cases (conclusive list) if:

- a) the insured person in accordance with Art. 1 of the Common Provisions (Part 1) or the person accompanying him or persons close to the insured person who are not accompanying him fall seriously ill, are seriously injured, or die, or if any of these persons experience a medically certified deterioration of a chronic condition
- b) the insured person or accompanying person suffers serious complications during pregnancy
- c) the means of public transport used (excluding taxis) to reach the airport or station of departure in Switzerland is late or cancelled

- d) the insured person's property at his permanent residence is seriously affected by theft or damage by water, fire, earthquake or natural forces
- e) strikes or commotions of any kind (acts of violence against persons or property such as by mobs or during riots or tumult) outside Switzerland or quarantine, epidemics, earthquakes, volcanic eruptions or natural hazards endanger the life of the insured person, or if Swiss authorities (Federal Department of Foreign Affairs/FDFA or Federal Office of Public Health/FOPH) officially advise against travel
- f) the insured person cannot commence the journey because he is starting a new position or because his employer has given notice to terminate the employment contract. The change in employment circumstances must be unexpected and not foreseeable by the insured person at the time. This circumstance was not known at the time of booking. Promotion does not constitute a new position
- g) any rebooking costs are incurred because of the insured theft of necessary documents (passport, ID, etc.)
- h) the insured person is unable to start a trip because the employer denies him leave in the absence of an essential deputy

Art. 4 Exclusions

No entitlement to insurance benefits applies if:

- a) the event or physical impairment results from:
 - wilful or grossly negligent acts or failure to act on the part of the insured person
 - active participation in a strike or commotions
 - consumption of drugs, narcotics and addictive substances, and misuse of alcohol and medicine
- b) an event or physical impairment existed or must have been apparent to the insured person when the insurance application was submitted
- c) the travel company cancels the trip or goes bankrupt
- d) in the case of cancellation in respect of Art. 3 let. a, there is no medical indication and/or the doctor's certificate was not issued as soon as the inability to travel could have been established
- e) in case of mental illness, no doctor's certificate diagnosing/confirming serious illness has been presented
- f) the insured persons fail to comply with the prescribed minimum check-in times and are therefore unable to commence or continue the journey

Translation: Only the original German text approved by the Swiss Supervisory Authority is binding.