

**Customer Information and General Terms and Conditions**

# **Short Term Travel Insurance**

Edition 11.2017

**la Mobilière**

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### What you should know about your Travel insurance

The following information is intended to give you the necessary overview and answer frequently asked questions. It contains simplified explanations and should therefore be used as a source of information together with, not instead of, the insurance confirmation and the General Terms and Conditions also included in this document.

#### 1. Who are we?

The carriers of your insurance are:

- Swiss Mobiliar Insurance Company Ltd., a Swiss Mobiliar Group company with the legal form of a cooperative association (mutual company), domiciled in Bundesgasse 35, 3001 Berne, Switzerland.
- Mobi24 Call-Service-Center Ltd. (in the following: Mobiliar 24 h Assistance), a Swiss Mobiliar Group company, domiciled at Bundesgasse 35, 3001 Berne, Switzerland.

#### 2. What is the scope of insurance cover?

##### Cancellation costs

If you or an insured person are not able to undertake a journey or have to abandon it because of a serious illness, major pregnancy complications, serious injury or death, the cancellation insurance will assume contractually owed costs up to the arranged sum insured.

#### 3. What are the most important exclusions?

The insurance does not cover events

- which had already occurred at the time of concluding the contract or booking the travel arrangement, or which were foreseeable for the insured person;
- which occur during participation in races, rallies or similar competitions;
- by which the insured person knowingly exposes himself or herself to a particularly big hazard (audacious activities);
- if the set minimum check-in times are not complied with and the journey therefore cannot be undertaken or continued.

#### 4. Where is the scope of insurance cover specified?

The benefits to be provided by Swiss Mobiliar in the case of a claim are defined in the General Terms and Conditions and the applicable laws.

#### 5. What premiums are owed?

The premium will be paid at the time of concluding the contract. Added to this is a legal surcharge for Federal stamp duty (5%).

#### 6. What are your most important obligations?

The insured person or claimant is obliged to provide all information and documentation necessary for the assessment of a claim without being requested to do so, such as medical certificates, official death certificates, police reports, original invoices etc. In the event of illness or accident, the physicians providing treatment must be released from their professional confidentiality obligation.

#### 7. What applies with regard to duration and termination of the insurance contract?

The insurance cover commences on the date of the definitive reservation and ends on the last day of the arrangement.

#### 8. What applies with regard to data protection?

Swiss Mobiliar Insurance Company Ltd. adheres to Swiss data protection law in connection with the processing of personal data. Data resulting from the insurance relationship or from the settling of a claim is processed by Swiss Mobiliar Insurance Company Ltd. and used in particular to determine premiums, assess risks, handle claims, for Group-internal marketing purposes (e.g. market research, creation of customer profiles), as well as for the cultivation and documentation of existing and future customer relationships. Conversations with our Call-Service-Center may be recorded for the purpose of ensuring top-quality service provision and for in-house training purposes. Such data may be stored physically or electronically. Data no longer required is deleted insofar as this is legally permitted.

If necessary for contract handling or claims processing, Swiss Mobiliar Insurance Company Ltd. will pass on this data for the purposes of data processing to third parties in Switzerland and abroad who are involved in handling the contract, particularly to co-insurers and reinsurers and to Swiss Mobiliar Group companies.

Swiss Mobiliar Insurance Company Ltd. may pass on information to co-insurers or subsequent insurers, and obtain relevant information on claims experience to date from previous insurers or other third parties, in particular for the purpose of risk assessment and the determination of premiums. The above also applies if the insurance contract is not concluded.

## Common provisions

### A Legal basis

The legal basis consists of the arrangements made as specified in your policy, the Swiss Federal Law on Insurance Contracts (VVG), the Swiss Civil Code and the Swiss Code of Obligations.

The legal basis for risks insured in the Principality of Liechtenstein is formed by the law on insurance contract in force there. These binding legal norms take precedence over provisions to the contrary in the General Terms and Conditions.

### B Commencement and duration of the contract

The insurance cover commences on the date of the definitive reservation and ends on the last day of the booked arrangement.

### C Duty of notification and other obligations

#### 1 Notification in the event of a claim

1 In the event of a claim, you are obliged to notify us immediately via one of the following channels:

a In an emergency: The Mobi24 Call Service Center Ltd. Tel. 00 800 16 16 16 16 or 0844 84 84 84

b Claims for cases that require no intervention by Mobi24 are to be submitted to the suppliers or Swiss Mobiliar Insurance Company Ltd., Bundesgasse 35, 3001 Bern.

2 You authorise us to acquire all information that serves to determine the cause and extent of loss or damage, and you must provide us with the information necessary to justify your right to claim compensation.

#### 2 Obligation to minimise loss

When loss or damage occurs, you are obliged to do everything in your power to minimise the loss.

If notification or conduct obligations are violated with fault, we may reduce or refuse benefits.

This restriction does not apply if, in the light of the circumstances, it is judged that the injury was not caused by negligence or the loss would have been sustained even if the obligation had been fulfilled.

### D Compensation

#### 1 Due dates for compensation payment

Compensation becomes due and payable four weeks following receipt by us of all the documentation necessary to determine the extent of the losses and of our obligation to pay compensation.

Our obligation to pay shall be deferred for as long as compensation cannot be ascertained or paid owing to culpability on the part of the policyholder or the insured person.

Any obligation to pay shall not be effective as long as

1 doubts remain as to the claimant's right to receive payment;

2 a police or criminal investigation of the loss is in process and proceedings against the policyholder or claimant have not been concluded.

#### 2 Reduction of compensation

Where contractual or legal regulations or obligations are culpably breached, compensation may be reduced by the extent to which the occurrence or extent of the loss was influenced by such behaviour.

The same applies if measures called for under the circumstances to protect the insured items have not been taken.

This restriction does not apply if, in the light of the circumstances, it is judged that there was no culpability involved in the violation or neglect concerned.

### 3 Claims against third parties

1 If we, Mobi24 Call-Service-Center Ltd. or Protekta have provided benefits under this policy for which claims can also be made against third parties, the insured persons must assign these claims to one of the abovementioned benefit providers up to the amount of the benefits provided.

2 If the insured person is entitled to benefits from other insurance contracts, our obligation to pay is limited to the part of the benefits due from us that exceeds those from other insurance contracts.

3 Costs are compensated only once overall even if there is more than one insurance policy with licensed insurance companies applicable.

### 4 Limitation and forfeiture

1 Claims made under this contract are considered to have lapsed 2 years after the occurrence of the event that gave rise to the duty of indemnity.

2 Denied indemnification claims are forfeited unless suit is brought within two years of the event giving rise to the claim.

### E Determination of loss or damage

1 The insured person or claimant is obliged to provide, of his/her own accord, all information and documentation necessary for the assessment of a claim, such as medical certificates incl. diagnosis, official death certificates, police reports, original invoices etc. In the event of illness or accident, the physicians providing treatment must be released from their professional confidentiality obligation.

2 Evidence of serious illness, substantial pregnancy complications and serious injuries must be provided in the form of a medical certificate.

3 Evidence in the form of a veterinary surgeon's certificate is to be provided for a serious bodily illness or serious injury of the pet, or if the healing process unexpectedly takes an unfavourable course. If insured loss or damage is incurred because the healing process has unexpectedly taken an unfavourable course, the insured benefits are provided in accordance with the terms of the insurance.

4 Evidence of psychological illness must be provided in the form of a psychiatrist's certificate.

### F Insured persons

The insurance covers all persons who opted for a cancellation costs insurance when booking the arrangement and have paid the associated premium. The Policyholder receives a confirmation of insurance upon conclusion of this cover.

### G Geographical scope

**Cancellation costs insurance** is valid for journeys worldwide.

The journey to work is not considered to be a journey.

### H Definitions

#### 1 Journey

For the purposes of this contract, "journey" shall mean any travel undertaken by the insured persons – irrespective of the purpose – outside of their place of residence and the surrounding areas, including stays of up to 12 months for language learning purposes.

#### 2 Travelling companion who booked at the same time

Two or more persons have booked a journey together or have already commenced such a journey.

- 3 Person very close to the insured person
  - Family members, cohabiting partner and his/her children and parents;
  - very close friends with whom intensive contact is maintained.
- 4 Natural occurrences
 

Flood, inundation, storm (winds of at least 75 km/h), hail, avalanche, snow pressure, rockfall, landslide.
- 5 Professional sport
 

Professional sport is the practising of sport for the purpose of material gain. Material gain is understood to mean all forms of compensation in excess of the covering of expenses.
- 6 Public transport
 

Means of transport for general public use that run according to a timetable and for which a ticket must be obtained.
- 7 Pets
 

Dogs and cats only are considered as pets in the context of this insurance.

## I General restrictions

- a In the event of requisition by military or other authorities, warlike events, violations of neutrality, revolution, rebellion and the measures taken against them, and also in the event of changes in the atomic nuclear structure, we provide the insured benefits only if the insured person can prove that the loss or damage is completely unrelated to these events. Should the insured person be taken by surprise by one of these events outside Switzerland or the Principality of Liechtenstein, we shall only provide benefits for the 14 days after the initial occurrence of the event in question.
- b In the event of civil unrest (acts of violence against persons or property during riotous assemblies, riots, commotions, etc.) and the measures taken against them, we provide the insured benefits only if the insured person can explain satisfactorily that all appropriate precautions were taken to prevent the loss or damage.

## K General exclusions

### The insurance does not cover events

- a which occur during participation in races, rallies or similar competitions. Moreover, all forms of driving on race tracks, circuits or other venues used for similar purposes are excluded from insurance cover. This applies both in Switzerland and abroad;
- b which occur during participation in competitions or training sessions in connection with professional sport and generally in connection with sports involving constant bodily contact and the aim of hurting the opponent (e.g. boxing, wrestling, kick-boxing etc.);
- c which occur whilst intentionally committing crimes and misdemeanours, or during the attempt to commit such offences, and while taking part in fights;
- d which occur in conjunction with extreme drunkenness (blood alcohol level of 2.0 milligrams or above), the consumption of narcotics of all kinds or the misuse of medication;
- e which had already occurred at the time of concluding the contract or booking the travel arrangement, or which were foreseeable for the insured person;
- f by which the insured person knowingly exposes himself or herself to a particularly big hazard (audacious activities);
- g in connection with kidnapping.

## L Economic, trade and financial sanctions

Irrespective of any contractual provisions to the contrary, this insurance contract does not provide any insurance cover or other benefits of the insurer to the extent that and as long as this contravenes any applicable legal sanctions of an economic, trade or financial nature.

## M Place of jurisdiction

You may file a suit against Swiss Mobiliar Insurance Company Ltd. in the case of differences of opinion in connection with claims resulting from your insurance

- 1 at your place of residence in Switzerland or the Principality of Liechtenstein or
- 2 at Swiss Mobiliar Insurance Company Ltd.'s domicile in Berne.

## Cancellation costs

### 1 Insured risks

- 1 The insured person or a travelling companion who booked at the same time
  - 1.1 becomes seriously ill, suffers severe pregnancy complications, is seriously injured in an accident or dies;
  - 1.2 is prevented from travelling or forced to return home because a person who is very closely related or the person deputising for them at work becomes seriously ill, suffers severe pregnancy complications, is seriously injured in an accident or dies, or due to serious damage to the building in which they live or the contents thereof; and if, as a result of the above, the presence of the insured person or a travelling companion who booked at the same time is required at home or at work;
  - 1.3 is prevented from continuing with the journey as a result of the cancellation of public transport chosen, including grounding or bankruptcy of an airline. Delays or diversions do not count as unavailability in this context;
  - 1.4 is prevented from undertaking the journey by a strike or internal unrest of any kind (acts of violence against persons or property in connection with riots, riotous assemblies, commotions etc.) outside Switzerland or the Principality of Liechtenstein or by a quarantine, an earthquake, volcanic eruptions or epidemic or natural occurrences, if the insured person's life is endangered or if an official Swiss government office (Federal Department of Foreign Affairs (EDA) or Federal Office of Public Health (BAG)) has issued a warning against travelling to the country/region concerned;
  - 1.5 cannot undertake the journey because he/she is due to take on a new job or because he/she has been given notice by his/her employer, provided this change in his/her professional life came suddenly and unexpectedly and could not be foreseen at the time of booking (promotion does not count as change in professional life in this context);
  - 1.6 cannot undertake the journey because his/her passport or ID card has been stolen.
- 2 The insured person cannot undertake the journey or can undertake it only with a delay or is obliged to prolong or cancel the journey because a pet (dog or cat) belonging to him/her or to the person living in the same household with him/her falls seriously ill, is seriously injured in an accident or dies and the presence of the insured person is essential at home.

## 2 Benefits insured

The insured benefits are limited to the cost of the travel arrangements. The following benefits will be provided for each insured event:

- 1 Prior to commencement of the journey  
The actually incurred, contractually owed cancellation costs provided the organiser is not liable for these costs in accordance with package travel law.
- 2 If commencement of the journey is delayed
  - 2.1 Reimbursement of the costs incurred for unused accommodation or the actually incurred, contractually owed cancellation costs;
  - 2.2 any additional travel costs incurred.
- 3 If the journey is interrupted  
Reimbursement of the costs incurred for unused accommodation or the actually incurred, contractually owed cancellation costs.
- 4 If the journey is prematurely terminated  
Reimbursement of the costs incurred for unused accommodation.
- 5 The customary charges made by the tour operator or travel agency for cancellations will be refunded.
- 6 Tickets for events (concerts, theatre performances, sports events etc.) are also refunded. If they are not part of a package arrangement, the price for tickets (net ticket price, excl. any processing, insurance and postage fees) are refunded up to an amount of CHF 500 per person and event.

### Restrictions

- a If an insured person suffers from a chronic illness which did not make the undertaking of the journey appear doubtful when the insurance was taken out, we will pay the insured expenses incurred if the journey has to be cancelled due to serious and acute aggravation of the illness. This shall also apply if the insured person in a situation of this kind dies unexpectedly as a result of a chronic illness.
- b If the insured persons becomes psychologically ill, insured benefits are only paid if a psychiatrist's certificate is submitted in which a serious psychological disease is diagnosed / confirmed.
- c For events triggered by an insured pet, benefits per insured event are limited to CHF 5,000.

### The insurance does not cover

- a losses incurred if the set minimum check-in times are not complied with and the journey therefore cannot be undertaken or continued;
- b claims by the organiser against the insured person for cancellation costs, provided
  - the organiser falls under package travel legislation and
  - the organiser does not conduct the journey itself (even if an order by the authorities is the reason for the cancellation) and
  - the insured person has not yet embarked on the journey;
- c airport taxes and similar fees if these must be reimbursed by a third party;
- d costs in connection with basic training, secondary or additional training courses or retraining aimed at attaining, refreshing or expanding professional knowledge and skills;
- e consequences from loss or damage at journeys during which a planned medical or plastic surgery intervention takes place and the interruption or termination of the journey is due to this intervention;

f the following events triggered by pets:

- dogs and cats held for commercial reasons;
- consequences or suffering that was already known when the contract was concluded or the journey booked;
- events occurring during participation in contests, races or hunting;
- inoculations and consequences thereof and consequences of surgery.

